

PRESCOTT CITY COUNCIL REGULAR MEETING AGENDA

**PRESCOTT CITY COUNCIL
REGULAR MEETING
TUESDAY, APRIL 26, 2011
3:00 PM**

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

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

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:** Chaplain Walter Crites, Veterans of Foreign Wars
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Lamerson
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Kuykendall
Councilman Blair Councilwoman Linn
Councilman Hanna Councilwoman Lopas
Councilman Lamerson Councilwoman Suttles
- ◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

I. PROCLAMATIONS

- A. [April 30, 2011, as *World T'ai Chi and Qigong Health Day*](#)

II. PRESENTATION

- A. Presentation of a **Going the Extra Mile (GEM) Award**.

III. CONSENT AGENDA

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

- A. Approval of Bed Tax funding for the Sharlot Hall Museum in the budgeted amount of \$25,000.
- B. Approval of the OSDBA support and Munis software annual support and licensing agreement with Tyler Technologies in the amount of \$98,478.
- C. Approval of payment to the Prescott Area Arts & Humanities Council in the amount of \$15,000.00 for distribution of grants to qualifying arts organizations.
- D. Approval of the minutes of the Prescott City Council Workshop of April 5, 2011 (morning), the Special Meeting (Executive Session) of April 5, 2011; the Joint Special Meeting/Workshop of April 5, 2011; and the Regular Meeting of April 12, 2011.

IV. REGULAR AGENDA

- A. Appointment of members and Chairman and Vice Chairman to the Advisory and Appeals Board and members and Co-Chairmen to the General Plan Committee.
- B. Public Hearing and consideration of liquor license application from Kathleen Cuvelier, applicant for The Music Café for a Series 12, Restaurant, license for The Music Café located at 108 West Gurley Street.
- C. Public Hearing and consideration of a liquor license application from Rebecca Presley, applicant for Prescott Steak House LLC for a Series 12, Restaurant, license for Prescott Steak House located at 520 Miller Valley Road.
- D. Public Hearing and consideration of a liquor license from Song Kwak, applicant for Liquor Barn for a Series 9S, Sampling, license for Liquor Barn located at 405 West Goodwin Street, Suite A.
- E. Public Hearing and consideration of a liquor license application from Bruce Holbrook, applicant for Express Stop AZ LLC, for a Series 10, Beer & Wine Store, license for Express Stop #508 located at 3179 Willow Creek Road.

- F. Public Hearing and consideration of a liquor license application from Scott Simmons, applicant for Canyon Fe, Inc., for a Series 12, Restaurant, license for Baja Fresh located at 1260 Gail Gardner Way, Suite 101.
- G. Adoption of Ordinance No. 4790-1141 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, awarding a Lease for use of City-owned parkland at the north end of Granite Street in downtown Prescott immediately east of the Arizona Public Service Company's operations yard to Prescott Community Garden, Inc.
- H. Adoption of Resolution No. 4074-1144 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to amend a Memorandum of Agreement with the Federal Aviation Administration ("FAA") establishing criteria for the construction and operation of certain FAA facilities by repealing Resolution No. 3889-0857 and adopting a new resolution, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- I. Approval of Water Service Agreement No. 2011-002 with Burton, M&J Leasing LLC, and Andre Family Limited Partnership.
- J. Award of bid and contract for the Country Park Drive Water Main Improvement Project to T & H Construction, Inc., in the amount of \$104,722.00.
- K. Adoption of Ordinance No. 4791-1142 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, dedicating portions of Ruger Road and authorizing the Mayor and City staff to take all necessary steps to effectuate such dedication.
- L. Award of bid and contract for the Annual Pavement Marking Project to Roadsafe Traffic Systems, Inc., in the amount of \$128,391.83.
- M. Adoption of Ordinance No. 4789-1140 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting a sewer easement from Carrington Homes, Inc., to provide sewer service to the Prescott Highlands Subdivision.
- N. Approval of a professional services agreement with Waterworks Engineers for engineering services for the Airport Water Reclamation Facility, Phase I Expansion and ancillary services for the Sundog Water Reclamation Facility in an amount not to exceed \$5,350,180.

- O. Adoption of Ordinance No. 4784-1135 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, approving loan funds from the Water Infrastructure Finance Authority of Arizona (WIFA) for the upgrade and expansion of the Airport Wastewater Treatment Plant Project, through the Clean Water Program #910151-11, authorizing the Mayor and staff to sign any and all WIFA funding documents pertinent to said project, and declaring an emergency.

- P. Approval purchases from Dell for computer/laptop replacement, software, licenses, and maintenance support for the City’s imaging and other administrative systems in a total amount not to exceed \$175,000.00.

V. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, MMC, City Clerk

PROCLAMATION

“WORLD T’AI CHI AND QIGONG HEALTH DAY”

April 30, 2011

WHEREAS, the health and welfare of all citizens is a primary concern; and

WHEREAS, stress is a primary factor in the majority of all healthcare issues; and

WHEREAS, free public parks are available sites for recreational activities that promote quality health care; and

WHEREAS, all citizens should take advantage of the opportunity to improve the quality of life through good health care practices; and

WHEREAS, T’ai Chi and Qigong practices promote stress reduction, improves breathing capacity, lowers high blood pressure, boosts the immune system, slows the aging process, and improves balance and coordination; and

WHEREAS, T’ai Chi and Qigong are low cost, quality health care practices that citizens of all ages can and should enjoy in the recreational settings of our free parks.

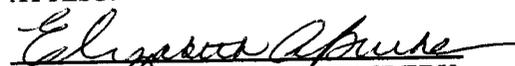
NOW THEREFORE, I, Marlin D. Kuykendall, Mayor the City of Prescott, Arizona do hereby proclaim April 30, 2011 to be World T’ai Chi and Qigong Health Day.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 26th day of April 2011.




MARLIN D. KUYKENDALL, MAYOR
City of Prescott

ATTEST:


ELIZABETH A. BURKE, CITY CLERK
City of Prescott

COUNCIL AGENDA MEMO – April 26, 2011
DEPARTMENT: Tourism
AGENDA ITEM: FY11 Bed Tax funding for the Sharlot Hall Museum festivals

Approved By:	Date:
Department Head: Don Prince	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	4-18-11

BACKGROUND

The Sharlot Hall Museum has operated for much of its over 83-year history as a model public-private partnership. With the state centennial on the horizon, the Museum is poised to play an even more significant tourism role in the coming months.

Of the approximately 40,000 annual Museum visitors nearly half reside in Arizona with the greatest numbers coming from the Quad Cities area and the Valley (43.25%) while the remaining visitation comes from elsewhere in the United States and other countries. According to an NAU/AOT 2008-2009 survey of 224 individuals who responded their chief reasons they made Prescott a destination were culture/historic sites and places/museums/special events. Sharlot Hall Museum was listed as second only to the Courthouse Plaza as the top attraction in the city according to this survey.

Museum visitors have a positive economic. From July 2008 to June 2009, the Museum contributed \$3.9 million to the local economy based on a formula developed by the Americans for the Arts (www.americansforthearts.org). All this is accomplished with a budget that is approximately 40% state appropriated and 60% nonstate funded.

The Museum's three major festivals are longstanding, significant events attracting locals and out of town visitors alike. As multiple day affairs they bring in numerous overnight guests including both participants in the events as well as a wide range of visitors who attend these broadly publicized events.

FESTIVAL DESCRIPTIONS

Folk Arts Fair, held the first weekend in June, and now in its 38th year, is a time when cultural handicrafts presented by traditional practitioners reach out to share their knowledge with the public. Living historians passing on traditions such as tinsmithing, doll making, candle dipping, and Dutch oven biscuits make for a day out of the late nineteenth century.

The Prescott Indian Art Market (PIAM) is presented in July. In its 14th year, this market has become as well respected as any other in the Southwest. Many of the more than 80 jury selected American Indian artists enjoy national reputations, and their work is complemented by various cultural presentations.

Agenda Item: FY11 Bed Tax funding for the Sharlot Hall Museum festivals

The October Folk Music gathering, in its 33rd year, is the oldest music festival in the state. Each of the 350 performers, most of whom travel here from outside the Prescott area and are housed in local accommodations, enrich the understanding of the influences of a geographic area on music and the importance of its preservation.

In November, Frontier Christmas pervades the Museum with *luminarias*, seasonal entertainment, and costumed interpreters of holiday traditions from Arizona's territorial past. Guests also have access to the Museum's decorated historic buildings and a Christmas tree with vintage decorations.

BUDGET

A total of \$25,000 is available in the FY11 Bed Tax budget for these festivals, planned to be allocated as follows: Folk Arts \$8,000; Indian Market \$8,000; Folk Music \$8,000; Frontier Christmas \$1,000.

Recommended Action: MOVE to approve Bed Tax funding for the Sharlot Hall Museum in the budgeted amount of \$25,000.

COUNCIL AGENDA MEMO – April 26, 2011
DEPARTMENT: FINANCE
AGENDA ITEM: Annual Support and Licensing Agreement with Tyler Technologies

Approved By:	Date:
Department Head: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	<i>4-19-11</i>

BACKGROUND

The City uses Tyler Technologies Munis software for our complete financial computer system which includes the following modules: general ledger, accounting, fixed assets, budgeting, accounts payable, accounts receivable, privilege tax, utility billing, special assessments, payroll, human resources and dog licensing.

The Munis software has been implemented throughout the City and numerous training classes have been conducted with additional training planned for the future. The software modules and support of the software are critical to the daily operation of the City. This item will provide on-going maintenance and support for the systems that provide information on and track the primary revenue drivers of the City.

This item includes the annual operating system, database administrative support (OSDBA) as well as application support and product updates. The annual cost of this support is \$98,478.

<p>Recommended Action: MOVE to approve the OSDBA support and Munis software annual support and licensing agreement in the amount of \$98,478 and authorize City staff to execute all necessary documents.</p>
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COUNCIL AGENDA MEMO – April 26, 2011	
DEPARTMENT:	City Manager
AGENDA ITEM:	Approval of payment to the Prescott Area Arts & Humanities Council in the amount of \$15,000.00 for distribution of grants to qualifying arts organizations

Approved By:		Date:
Tourism Director:	Don Prince	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell <i>Craig McConnell</i>	4-20-11

Background

On behalf of the City, the Prescott Area Arts & Humanities Council (PAAHC) conducts an annual competitive process of soliciting and evaluating arts grant requests, and recommending allocations to applicants from the amount budgeted by the City. The budgeted amount in the current fiscal year (FY 11) is \$15,000.00. Attached is a breakdown of the Transient Occupancy Tax (Bed Tax) budget which identifies this amount for PAAHC, as well as for other recipients and purposes.

The PAAHC presentation to Council at the meeting of April 12, 2011, proposed allocation of the \$15,000.00 to the following recipients in the amounts and for the uses identified in that presentation:

- Phippen Museum
- Bluegrass Events Association
- Prescott Fine Arts Association
- Tsunami on the Square
- Smoki Museum
- Yavapai Symphony Association
- Yavapai College Foundation
- Prescott College Art Gallery
- Chalk it Up!
- Mountain Artists Guild
- The Artist's Path

Budget

Upon Council approval of this item, the total amount of \$15,000.00 will be remitted to PAAHC from the Transient Occupancy Tax (Bed Tax) Fund for subsequent distribution to these organizations.

Attachment - FY 11 Bed Tax budget

Recommended Action: Move to approve payment to the Prescott Area Arts & Humanities Council in the amount of \$15,000.00 for distribution of grants to the qualifying arts organizations identified in the April 12, 2011, presentation to Council.

TRANSIENT OCCUPANCY TAX

The Transient Occupancy Tax (Bed Tax) Fund is limited by ballot language to tourism promotion and recreational development.

Traditionally the portion of revenues allocated towards recreation development has been used to improve or expand parks, which serve tourists.

Bed tax revenue for FY2011 is estimated to produce \$460,980. Additionally, \$82,000 is anticipated in the form of parks and recreation charges for hosting several softball tournaments.

	FY09 Actual	FY10 Estimate	FY11 Budget
Beginning Cash Balance, 7/1	\$ 170,895	\$ 104,664	\$ 131,274
Revenues			
Transient Occupancy Tax	558,806	447,553	460,980
Parks and Rec Charges	-	20,308	82,000
Senior Olympics Donations	47,666	40,000	-
Audits, Penalties and Interest	3,223	-	-
Total	\$ 609,695	\$ 507,861	\$ 542,980
Expenditures/Transfers	\$ (675,926)	\$ (481,251)	\$ (674,254)
Ending Cash Balance, 6/30	\$ 104,664	\$ 131,274	\$ -

Expenditures:

Beginning FY2011 the City will no longer be contracting with PACT for tourism. A tourism division has been created and will be handling all tourism related projects. \$175,000 has been designated within this budget for Marketing and Promotion for the City of Prescott.

Also, the following items have been budgeted in FY2011:

ASA Tournaments	112,327	
4th of July	64,250	
Signature Events	50,000	
Elks Opera House	35,000	
Courthouse Lighting	30,000	
Contingency	27,566	
Sharlot Hall Museum	25,000	
Rodeo Masterplan	25,000	
Frontier Days Marketing	20,000	
Special Events Overtime	20,000	
Support for the Arts	15,000	← THIS ITEM
Open Space Management	15,000	
Clubhouse Upgrades	15,000	
Prescott Creeks Match	12,500	
Inhouse Video Marketing	10,000	
Prescott Film Festival	5,000	
Transfers Out	17,611	

COUNCIL AGENDA MEMO – 04/26/2011

DEPARTMENT: City Council

AGENDA ITEM: Appointment of Members and Selection of Chairman/Vice Chairman of the Advisory and Appeals Board; and members and Co-Chairmen of the General Plan Committee

Approved By:

Date:

Council Appointment Committee: Councilwoman Suttles, Councilmen Blair and Hanna	04/19/2011
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	4-20-11

BACKGROUND

On April 19, 2011, the Council Appointment Committee met to discuss their recommendations to be made to the full Council at the April 26, 2011, Council meeting as indicated below.

Advisory and Appeals Board

The Advisory and Appeals Board was established by Ordinance No. 1650 in December of 1983, and consists of nine members to pass on matters pertaining to the Building, Electrical, Mechanical, and Plumbing Codes of the City. The Board members are required to meet specific criteria, representing the following sections: General Building (2), Electrical (2), Mechanical (2) and Plumbing (2). This Board has had quite a few vacancies on it, somewhat due to the membership criteria and also last year's change to require members to be residents of the City.

The City recently received an application from Rex Naumetz who just moved to Prescott. Mr. Naumetz brings with him 34 years of experience in the plumbing industry and is interested in becoming involved in the community. The Council Appointment Committee interviewed Mr. Naumetz at their April 19, 2011, meeting and is recommending his appointment to the Board, representing the Plumbing industry, with a term to expire in March of 2014.

The terms of four current members also expired this year and are being recommended for reappointment. These members are Don Amos (Electrical), Marc Forman (Mechanical), Marty Goodman (General) and Thomas Menser (General).

Additionally, since there have been so many vacancies on this Board, and the fact that they do not meet very often, the Council did not appoint a Chairman and Vice Chairman when the others were selected last year. They are now recommending that Tom Menser and George Sheats be appointed as Chairman and Vice Chairman, respectively, with said terms to expire in March 2012.

Agenda Item: Appointment of Members and Selection of Chairman/Vice Chairman of the Advisory and Appeals Board and the General Plan Committee

General Plan Committee

The General Plan was last updated in 2003 and must be updated every ten years per Arizona Revised Statutes. The update requirement was recently deferred until 2015 to allow communities extra time. However, Yavapai County and Chino Valley are beginning their updates and the Central Yavapai Metropolitan Planning Organization is doing the same with the Regional Transportation Plan. All have expressed an interest in coordinating efforts. Growing Smarter legislation requires that a Citizen Participation Plan be developed and adopted by the City Council. The first priority of the Committee will be to create such a Plan.

Each Council member was requested to submit the name of a citizen to sit on this committee, as well as additional representatives are being recommended for various areas, such as transportation, housing, etc.

The Council Appointment Committee is recommending appointment of the following individuals, with Miriam Haubrich and Terry Marshall to serve as Co-Chairmen.

LAST NAME	FIRST NAME	REPRESENTING
Blair	Steve	Council
DeVries	Brad	Lopas
Fisher	Dave	Hanna
Gooding	Glenn	Kuykendall
Hanna	John	Council
Haubrich	Miriam	Housing
Marshall	Terry	Airport
Mitchell	Zena	Blair
Nielsen	Roxanne	Suttles
Quinn	David	Transportation
Ruffner	Elisabeth	Lamerson
Sheats	George	Linn
Worob	Gary	Lakes

Recommended Action: MOVE to accept the Council Appointment Committee's recommendation to appoint Rex Naumetz to the Advisory and Appeals Board (Plumbing), with a term to expire March 2014, and appoint Tom Menser and George Sheats as Chairman and Vice Chairman, respectively, for a term to expire March 2012; and appoint Steve Blair, Brad DeVries, Dave Fisher, Glenn Gooding, John Hanna, Miriam Haubrich, Terry Marshall, Zena Mitchell, Roxanne Nielsen, David Quinn, Elisabeth Ruffner, George Sheats and Gary Worob to serve on the General Plan Committee, with Miriam Haubrich and Terry Marshall to serve as Co-Chairmen.

COUNCIL AGENDA MEMO -04/26/11
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Kathleen Cuvelier, applicant for The Music Cafe for a Series 12, Restaurant license for The Music Cafe located at 108 West Gurley Street.

Approved By:	Date:
Department Head: Elizabeth A. Burke	04/26/11
Finance Director: Mark Woodfill	04/26/11
Acting City Manager: Laurie Hadley 	04/26/11

A Liquor License Application, City No. 11-173, State No. 12133484, has been received from Kathleen Cuvelier, applicant for The Music Cafe for a Series 12, Restaurant license for **The Music Cafe** located at 108 West Gurley Street.

The public hearing will be held at the Regular Council Meeting of Tuesday, April 26, 2011. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

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

Recommended Action: (1) MOVE to close the Public Hearing, and (2) MOVE to approve/deny State Liquor License Application No. 12133484, for a new Series 12, Restaurant, for Kathleen Cuvelier applicant for The Music Cafe located at 108 West Gurley Street.

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

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

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

Historical Note

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

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

SERIES 01 -- In-State Producer's License

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

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

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

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

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

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

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

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

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

SERIES 03 -- Domestic Microbrewery License

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

SERIES 04 -- Wholesaler's License

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

SERIES 05 -- Government License

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

SERIES 06 -- Bar License -- TRANSFERABLE

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

SERIES 07 -- Beer and Wine Bar License - TRANSFERABLE

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

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

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

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

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

SERIES 09S -- Liquor Store (Sampling) License

Allows either a new liquor store applicant or one holding an existing liquor store license to apply for sampling privileges, with conditions.

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.

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

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

SERIES 12 -- Restaurant License

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

SERIES 13 -- Domestic Farm Winery License

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

SERIES 14 -- Club License

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

SERIES 15 -- Special Event License

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

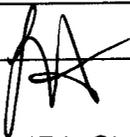
SERIES 16 -- Wine Festival/Wine Fair License (Temporary)

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

SERIES 17 -- Direct Shipment License

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

COUNCIL AGENDA MEMO -04/26/11
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Rebecca Presley, applicant for Prescott Steak House LLC for a Series 12, Restaurant license for Prescott Steak House located at 520 Miller Valley Road.

Approved By:	Date:
Department Head: Elizabeth A. Burke	04/26/11
Finance Director: Mark Woodfill	04/26/11
Acting City Manager: Laurie Hadley 	04/26/11

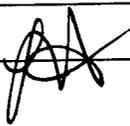
A Liquor License Application, City No. 11-174, State No. 12133485, has been received from Rebecca Presley, applicant for Prescott Steak House LLC for a Series 12, Restaurant license for **Prescott Steak House** located at 520 Miller Valley Road.

The public hearing will be held at the Regular Council Meeting of Tuesday, April 26, 2011. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

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

<p>Recommended Action: (1) MOVE to close the Public Hearing, and (2) MOVE to approve/deny State Liquor License Application No. 12133485, for a new Series 12, Restaurant, for Rebecca Presley applicant for Prescott Steak House located at 520 Miller Valley Road.</p>
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COUNCIL AGENDA MEMO -04/26/11
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Song Kwak, applicant for Liquor Barn for a Series 9S, Sampling, license for Liquor Barn located at 405 West Goodwin Street, Suite A.

Approved By:	Date:
Department Head: Elizabeth A. Burke	04/26/11
Finance Director: Mark Woodfill	04/26/11
City Manager: Steve Norwood 	04/26/11

A Liquor License Application, City No. 11-179, State No. 09130020S, has been received from Song Kwak, applicant for Liquor Barn, for a Series 9S, Sampling License for **Liquor Barn** located at 405 West Goodwin Street, Suite A.

The public hearing will be held at the Regular Council Meeting of Tuesday, April 26, 2011. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

This license application is due to a new license offered by the State.

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

<p>Recommended Action: (1) MOVE to close the Public Hearing, and (2) MOVE to approve/deny State Liquor License Application No. 09130020S, for a new Series 9S, Sampling, for Song Kwak applicant for Liquor Barn located at 405 West Goodwin Street, Suite A.</p>
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COUNCIL AGENDA MEMO -04/26/11
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Bruce Holbrook, applicant for Express Stop AZ LLC, for a Series 10, Beer & Wine Store license for Express Stop #508 located at 3179 Willow Creek Rd.

Approved By:	Date:
Department Head: Elizabeth A. Burke	04/13/11
Finance Director: Mark Woodfill	04/13/11
Acting City Manager: Craig McConnell 	04/13/11

A Liquor License Application, City No. 11-177, State No. 10133226, has been received from Bruce Holbrook, applicant for Express Stop AZ LLC for a Series 10, Beer & Wine Store, license for **Express Stop #508** located at 3179 Willow Creek Road.

The public hearing will be held at the Regular Council Meeting of Tuesday, April 26, 2011. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

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

<p>Recommended Action: (1) MOVE to close the Public Hearing, and (2) MOVE to approve/deny State Liquor License Application No. 10133226, for a new Series 10, Beer & Wine Store, license for Express Stop #508 located at 3179 Willow Creek Road.</p>
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COUNCIL AGENDA MEMO -04/26/11
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Scott Simmons, applicant for Canyon Fe, Inc for a Series 12, Restaurant license for Baja Fresh located at 1260 Gail Gardner Way, Suite 101.

Approved By:	Date:
Department Head: Elizabeth A. Burke	04/26/11
Finance Director: Mark Woodfill	04/26/11
Acting City Manager: Laurie Hadley 	04/26/11

A Liquor License Application, City No. 11-178, State No. 12133487, has been received from Scott Simmons, applicant for Canyon Fe, Inc. for a Series 12, Restaurant license for Baja Fresh located at 1260 Gail Gardner Way Suite 101.

The public hearing will be held at the Regular Council Meeting of Tuesday, April 26, 2011. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

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

<p>Recommended Action: (1) MOVE to close the Public Hearing, and (2) MOVE to approve/deny State Liquor License Application No. 12133487, for a new Series 12, Restaurant, for Scott Simmons applicant for Baja Fresh located at 1260 Gail Gardner Way, Suite 101.</p>
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COUNCIL AGENDA MEMO – April 26, 2011

DEPARTMENT: Parks & Recreation Department

AGENDA ITEM: Adoption of Ordinance No. 4790-1141 approving a lease agreement for use of City parkland for Prescott Community Garden, Inc.

Approved By:

Date:

Department Head: Debbie Horton

Finance Director: Mark Woodfill

Acting City Manager: Craig McConnell

Craig McConnell

4-15-11

BACKGROUND:

At the April 12th City Council meeting, City Council received an update of the proposed community garden on vacant City parkland, and discussed the primary types of agreements for such a project, such as leases and license agreements. Prescott Legal staff provided detailed information on these two options, and Prescott Community Garden, Inc. is requesting a lease for the proposed project. As required, a notice of intent to lease City property was previously published in the Prescott Daily Courier on 1/26/11 and 2/2/11, and Prescott Community Garden, Inc., now a 501(c)3 non-profit organization, submitted the only proposal. There were no issues raised or interest shown from other groups, and no other uses have been identified by the City for this vacant parkland.

Following the April 12th discussion, City Council directed staff to create a five-year lease agreement, with automatic annual renewals every year thereafter. Also, the lease specifies that during the first three years of the lease, the City may cancel only for cause, specified as any violation of the lease terms or other laws by the Lessee. The City may cancel without cause for the remaining two years, or any subsequent annual term, provided that prior to sending a 90-day cancellation notice, the parties engage in non-binding mediation to attempt to meet the concerns of the City relating to its desire to terminate the lease. Any costs of the mediation shall be born equally by the parties. The lease further specifies the insurance requirements required by the City, that all utilities shall be paid by the Lessee, and other requirements specific to leasing the City parkland.

This new lease will also require an annual review, and annual presentation to Prescott City Council on the community garden's progress.

Staff requests approval a five-year lease agreement, with automatic annual renewals with Prescott Community Garden, Inc. for a downtown community garden on City parkland.

Recommended Action: MOVE to adopt Ordinance No. 4790-1141.

ORDINANCE NO. 4790-1141

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA AWARDED A LEASE FOR USE OF CITY-OWNED PARKLAND AT THE NORTH END OF GRANITE STREET IN DOWNTOWN PRESCOTT IMMEDIATELY EAST OF THE ARIZONA PUBLIC SERVICE COMPANY'S OPERATIONS YARD TO PRESCOTT COMMUNITY GARDEN, INC.

RECITALS:

WHEREAS, the City has advertised its notice of intent to lease a portion of City owned property located at the north end of Granite Street in downtown Prescott immediately east of the Arizona Public Service Company's operations yard for the placement, maintenance and operation of a community garden and as a result of such notice of intent has received a proposal to lease and has entered into negotiations to lease certain portions of such real property to Prescott Community Garden, Inc.; and

WHEREAS the City wishes to award the proposal for said lease to Prescott Community Garden, Inc., on the property described above; and

WHEREAS the City Council has determined that Prescott Community Garden, Inc., has submitted the best qualified proposal for the foregoing Lease; and

WHEREAS the City Council has determined that a community garden provides a significant public benefit.

ENACTMENTS:

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

SECTION 1. THAT the proposal of Prescott Community Garden, Inc., for the lease of a designated portion of certain City property located at the north end of Granite Street in downtown Prescott immediately east of the Arizona Public Service Company's operations yard is hereby accepted.

SECTION 2. THAT the Mayor and Staff are hereby authorized to execute the Lease Agreement attached as Exhibit "A" on behalf of the City of Prescott, and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 26th day of April, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

LEASE AGREEMENT

Prescott Community Garden, Inc.

Agreement # _____

THIS LEASE AGREEMENT, made this _____ day of _____, 2011, by and between the CITY OF PRESCOTT, a municipal corporation, hereinafter referred to as "Lessor", and PRESCOTT COMMUNITY GARDEN, INC., an Arizona non-profit corporation, hereinafter referred to as "Lessee";

WITNESSETH:

WHEREAS, Lessor owns certain real property (i.e., vacant parkland) upon which the Prescott Community Garden will occupy, which property is more particularly identified as partially encompassing portions of Yavapai County Assessor's Parcel Numbers 113-14-061K, 113-14-056, 113-14-062C, and 800-11-030P; and

WHEREAS, Lessee will provide a community asset that will have a significant benefit to the public; and

WHEREAS, Lessor acknowledges the public benefit to be derived from Lessee's operations at the vacant parkland and has complied with its charter obligations pertaining to the lease of real property.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. **LOCATION OF THE PRESCOTT COMMUNITY GARDEN.** The real property upon which the Prescott Community Garden will be constructed is partially encompassing portions of Yavapai County Assessor's Parcel Numbers 113-14-061K, 113-14-056, 113-14-062C, and 800-11-030P at the north end of Granite Street in downtown Prescott, immediately east of the Arizona Public Service Company's operations yard.

2. **EFFECTIVE DATE OF LEASE AGREEMENT; PREMISES.** The term of this Lease Agreement shall be year-to-year beginning on the effective date listed in Paragraph 3 of this Lease. Upon the Effective Date, the terms of this Lease Agreement shall thereafter govern Lessee's right to possess and its actual possession of that part of the Prescott Community Garden as more fully described on Exhibit "A" – Legal Description. Subject to the terms and conditions of this Lease Agreement, Lessee shall accept the Leased real property and associated public parking in "as-is" condition as of the Effective Date.

3. **TERM & CANCELLATION.** The initial term of this Lease Agreement shall begin on _____ (the "Effective Date") and shall continue for 60 months after the effective date and shall automatically renew every year thereafter unless terminated by either party through the termination provisions set forth herein. In the event that either City or Lessee or both of them determines based upon such review for any reason not to continue with the lease after the 60 month term, and every following year thereafter, either party may give the other party ninety days (90 days) written notice of intent to cancel, and the lease shall be cancelled with no further obligations by either party upon the expiration of the ninety day (90 day) period after a notice of intent to terminate by either party.

During the first 36 months of the Lease, the City may cancel only for cause, specified as any violation of the lease terms or other laws by the Lessee. The City may cancel without cause during the remaining 24 months of the lease term, or any subsequent annual term, provided that prior to sending a 90 day cancelation notice the parties engage in non-binding mediation to attempt to meet the concerns of the City relating to its desire to terminate the lease. Any costs of the mediation shall be born equally by the parties. Unless earlier terminated or cancelled as herein provided, or renegotiated at the expiration of this initial Lease term, the Lease will automatically renew for a new one year (1 year) period.

4. **RENT.** In consideration of the public benefit to be realized from Lessee's operations at the Prescott Community Garden, as more particularly set forth in Paragraph 6 and 8 of this Lease Agreement, Lessee shall pay rent to Lessor in the annual amount of One Dollar (\$1.00) payable each year commencing on the Effective Date and each year thereafter on the anniversary of the Effective Date for the remainder of the term of this Lease Agreement and any extensions thereof.

5. **ABANDONMENT.** If Lessee abandons the Leased Premises, Lessee shall automatically forfeit any and all rights under this Lease Agreement, and Lessor may exercise any and all available remedies as set forth in Paragraph 12 of this Lease Agreement or as allowed by law. Abandonment as used in this paragraph shall be deemed to have taken place upon the Lessee closing the Leased Premises to the public for seven (7) consecutive days, excluding, however, closures (i) required due to national or natural disaster or local emergency, (ii) necessary to allow Lessee or Lessor to comply with their obligations under this Lease Agreement, (iii) occurring due to circumstances beyond Lessee's control or (iv) for

which Lessee has given prior written notice to Lessor and Lessor has approved thereof in writing before the date set for closure.

6. **LESSEE'S RESPONSIBILITIES.** During the term of this Lease Agreement, Lessee's responsibilities shall be as follows:

A. Lessee shall ensure that Community Garden participants are not parking at the north end of Granite Street or on City trails, thereby obstructing APS's and Prescott College's Sam Hill Warehouse ingress-egress, and/or obstructing the City's greenway trail system.

B. Lessee shall place all utilities that provide service to the Leased Premises in its name. Except as otherwise provided in this Lease Agreement, Lessee is responsible for the payment of any and all of utility bills for services provided to the Leased Premises, including, without limitation, water and electric services.

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

D. Lessee shall ensure that no lien shall encumber, be placed upon or recorded against the Leased Premises, the Prescott Community Garden or upon any other estate or reversion of Lessor in the Leased Premises or improvement thereon, and should any such lien arise, Lessee, at its own cost and expense, shall bond or otherwise discharge the same within ten days after receiving notice thereof.

E. Lessee shall make no alterations or additions, excluding fencing, water catchment and water delivery systems, benches, or landscaping, to the Leased Premises without Lessor's prior written consent. It is further understood and agreed that under no circumstances is the Lessee to be deemed the agent of the Lessor for any alteration, repair or operation of the Leased Premises.

F. Lessee shall not assign, mortgage or encumber this Lease Agreement nor sublet the Leased Premises, without the prior written consent of the Lessor in each instance, which consent shall not be unreasonably withheld. The consent of the Lessor to an assignment or subletting shall not be construed to relieve the Lessee from obtaining the consent, in writing, of the Lessor to any further assignment or subletting.

G. Lessee shall not hold Lessor responsible for any theft or vandalism that may occur within the boundaries of the leased property.

H. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor, its officers, employees, agents, successors or assigns herein (collectively the "Indemnified Party"), in both their public and private capacities, from and against any and all causes of action, claims, demands, expenses, liabilities, judgments, costs, losses or damages that any Indemnified Party may suffer or be subject to on account of, or in any way relating to or growing out of any and all known or unknown personal injuries, up to and including death, property damages, or claims of any type or any other matter in any way relating to the Leased Premises, to Lessee's operations at the Leased Premises, to such matters arising from acts or omissions by patrons or invitees of the Lessee, or to the Lessee's use of the City Property; provided, however, that the Arizona laws, statutes, court cases and other laws

pertaining to comparative fault apply to any and all of the matters subject to this paragraph and to Lessee's obligation to indemnify, defend and hold harmless any Indemnified Party.

I. Lessee undertakes to defend, indemnify and hold harmless any Indemnified Party from any and against any and all causes of action, claims, demands, expenses, liabilities, judgments, costs, losses or damages that any Indemnified Party may suffer or be subject to on account of, or in any way relating to or growing out of or relating to Lessee's or Lessee's patrons or invitees use of the City Property, and all areas adjoining, or used to access the Leased Premises in any way relating to use by Lessee's patrons or invitees, provided, however, that the Arizona laws, statutes, court cases and other laws pertaining to comparative fault apply to any and all of the matter subject to this paragraph and to Lessee's obligation to indemnify, defend and hold harmless any Indemnified Party.

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

City Property shall be caused jointly by the Lessee and any other tenant, the Arizona laws, statutes, court cases and other laws pertaining to comparative fault shall apply.

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

INSURANCE REQUIREMENTS

a. Commercial General Liability – Occurrence Form

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

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

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

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

The insurance shall be in a form and from an insurance company with A.M. Best's rating of at least A-VII. The lessee shall furnish certificates of insurance evidencing the

required coverage. Such certificates shall provide for unequivocal thirty-day (30) notice of cancellation or material change of any policy limits or conditions.

L. The terms and conditions of this Lease Agreement shall be binding upon Lessee, its successors, heirs and assigns.

M. Should it become necessary for any Indemnified Party to incur costs and expenses to retain the services of an attorney to enforce the indemnity and defense provisions of this Lease Agreement, or any portion thereof, Lessee agrees to pay such Indemnified Party's reasonable costs and attorneys' fees thereby expended, or for which liability is incurred as provided by law; provided, however, that Lessee and the Indemnified Party shall mutually select the attorney or attorneys providing the services.

N. Except as otherwise provide herein, Lessee shall be solely responsible for any and all costs associated with its programs and operations at the Community Garden, including but not limited to costs relating to materials, employees and reception services.

O. Lessee shall permit an inspection of the Leased Premises by Lessor, or Lessor's agents or representatives, during reasonable hours, at any time during the term of this Lease Agreement with a minimum of 24 hours notice. If access to the Leased Premises for such purposes cannot be obtained, or if at any time an entry shall be deemed necessary for the protection of the Prescott Community Garden, whether for the benefit of the Lessor or Lessee, the Lessor, its agents or representatives, may enter the Leased Premises to accomplish such purposes. The provisions contained in this paragraph are not to be construed as creating or increasing any obligation on the part of the Lessor under this Lease.

P. Lessee hereby agrees to provide proof of payments of any and all personal property taxes and insurance coverage required under the terms of this Lease Agreement to the Lessor.

Q. Lessee shall provide an annual update to the Prescott City Council as to the status and operation of the Community Garden.

7. **USE OF THE PROPERTY.** The prime consideration of this Lease Agreement is the public benefit to be realized from Lessee's operations of a community garden at the Leased Premises.

8. **SURRENDER OF PREMISES.** It is agreed that at the expiration of the term of this Lease Agreement, or any sooner termination of this Lease Agreement, Lessee will quit and surrender the Leased Premises in good order and condition as reasonable use and wear thereof will permit, damage by the elements excepted. If Lessee should hold over the said term with the consent, express or implied, of Lessor, such holding over shall be construed as a tenancy only from month to month, and the Lessee shall continue to abide by the terms of this Lease Agreement during said holdover period. Any improvements made to the property shall become the sole property of the City at the end of the Lease excepting those items listed in Paragraph 6(E) of this Lease as long as removal of same will not damage to existing structures or existing fixtures.

9. **DEFAULTS.**

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

- i. Lessee vacating or abandoning the Leased Premises.

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

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

B. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessor: Lessee's failure to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by Lessee, where such failure shall continue for a period of thirty (30) days after written notice hereof from Lessor to Lessee.

10. **REMEDIES.**

A. The parties hereto expressly covenant and agree that they will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement

through negotiation. If, however, a matter has not been resolved within a reasonable period of time, upon the written demand of either party, the matter shall be resolved by arbitration in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 *et seq.* A party desiring arbitration shall serve upon the other, a writing (the "Notice") describing, in general terms, the controversy and naming such party's Arbitrator. Within twenty (20) days after said Notice the other party shall serve upon the party demanding arbitration a writing (the "Response"), describing, in general terms, any additional issues to be arbitrated and naming its Arbitrator. Within seven (7) days thereafter the two Arbitrators shall meet, and at that time or within seven (7) days thereafter shall appoint a third Arbitrator. If the two Arbitrators cannot agree upon the third Arbitrator, either party may apply to the Arizona Superior Court in and for Yavapai County pursuant to the provisions of A.R.S. §12-1503 for appointment of the third Arbitrator. The three Arbitrators, immediately after appointment of the third Arbitrator, shall appoint a time and place and otherwise proceed under the provisions of A.R.S. §12-1505.

B. Subject to the arbitration provisions of Section 10A, if Lessor or Lessee determines that the other party has not fulfilled its duties or obligations under this Lease Agreement, this Lease Agreement may be terminated by that party upon 90 days (90 days) written notice to the other party, with or without cause. However, the party desiring to terminate this agreement must provide notice as to the specific manner in which the other party has not fulfilled the aforementioned duties. The party deemed to be failing its duties or obligations would then have 30 days to implement a solution before final notice of termination is issued.

C. If Lessee is in material breach of this Lease Agreement, Lessor may re-take possession of the Leased Premises and remove therefrom all of Lessee's property and all persons then thereon. Any entry and/or re-entry by the Lessor, whether had or taken under what is generally known as summary proceedings, or otherwise, as provided by the terms of this Lease, shall not be deemed to absolve or discharge the Lessee from liability hereunder.

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

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

To Lessor:

City of Prescott
Director - Parks, Recreation, and Library Dept.
P.O. Box 2059
Prescott, Arizona 86302

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

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

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

To Lessee:

Prescott Community Garden, Inc.
570 Eastwood Place
Prescott, AZ 86303

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

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

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

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

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

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

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

19. **NON-DISCRIMINATION CLAUSE.** The Lessee, with regard to the provisions of services to the general public pursuant to this Lease, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status. The Lessee will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of

the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4 and 2000-4.

20. **CONTRACT ADMINISTRATOR.** The Contract Administrator for the purposes of this Lease shall be the City of Prescott – Parks, Recreation, and Library Department Director (or designee), until such time that a different contract administrator is designated by the Prescott City Manager.

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

Marlin Kuykendall, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

LESSEE:

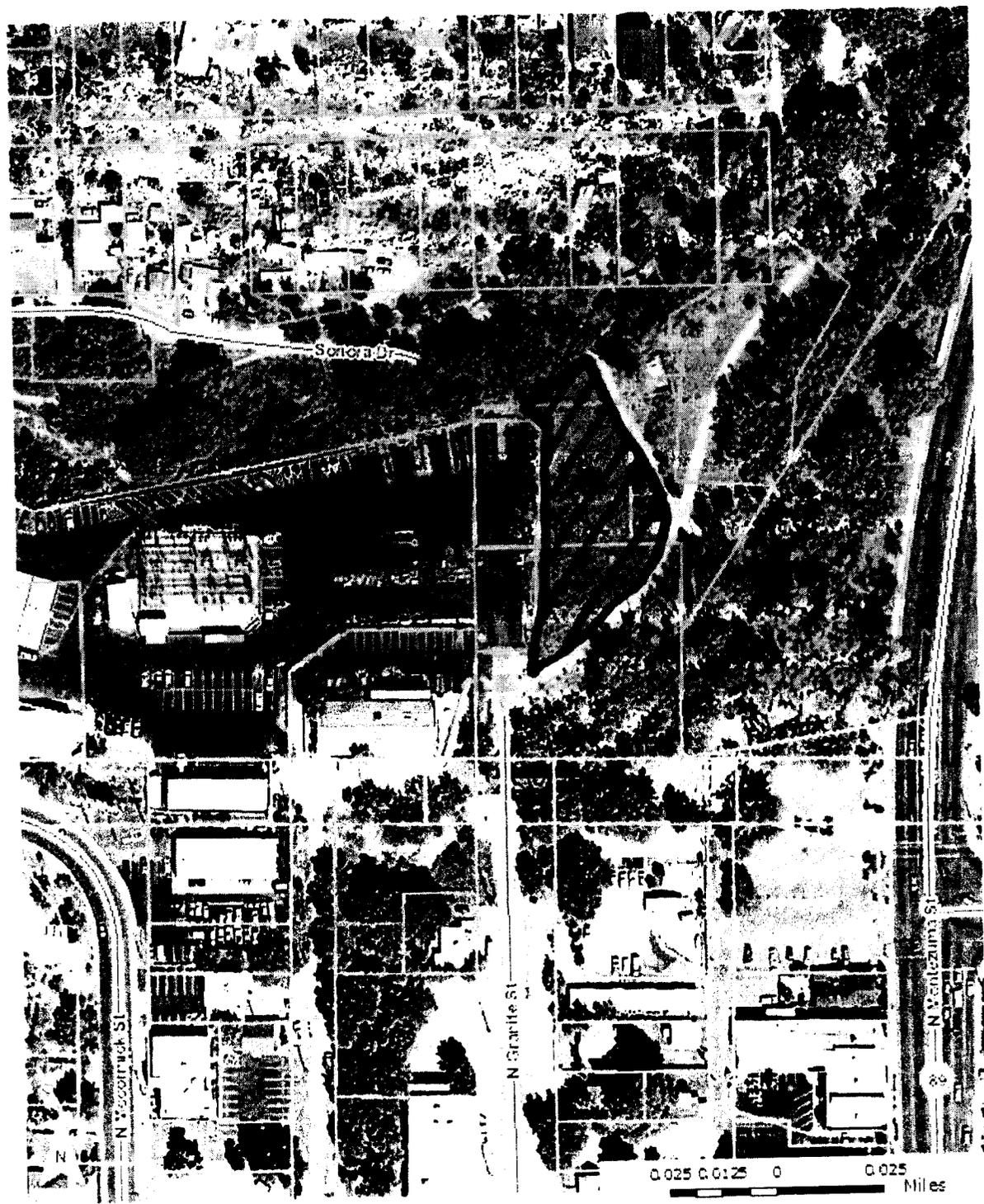
PASSED, APPROVED AND ADOPTED by the Board of Directors of PRESCOTT COMMUNITY GARDEN, INC., this ____ day of _____, 2011.

By: _____
Colleen Sorenson, President,
Board of Directors

Exhibit A

Legal Description

Community Garden Tract



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

Map created on 02/26/2011

G. MICHAEL HAYWOOD
REGISTERED LAND SURVEYOR



212 S. Marina St. • P. O. Box 1001 • Prescott, Arizona 86302
Phone 928-778-5101 • Fax 928-778-9321 • email mike@mhainc.net

PROPERTY DESCRIPTION
The Community Garden Tract

All that portion of Section 33, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West one-quarter corner of said Section 33, a found 1 1/2 inch drill steel, from which the East quarter of said Section 33, a 2 1/2 inch U.S.G.L.O. brass capped monument, bears North 89°26'16" East (basis of bearings), 5265.56 feet;

Thence, North 89°26'16" East, 3200.31 feet to a point on the East-West mid-section line;

Thence, South 00°33'44" East, 1150.96 feet;

Thence, North 00°52'16" East, 233.10 feet;

Thence, South 89°25'51" East, 56.43 feet to the **POINT OF BEGINNING**;

Thence, South 48°09'01" East, 16.70 feet;

Thence, South 03°30'05" West, 222.67 feet (record 222.73 feet);

Thence, South 04°47'35" West, 18.46 feet;

Thence, South 15°14'25" East, 8.25 feet;

Thence, North 59°02'33" East, 40.31 feet;

Thence, North 55°48'53" East, 16.11 feet;

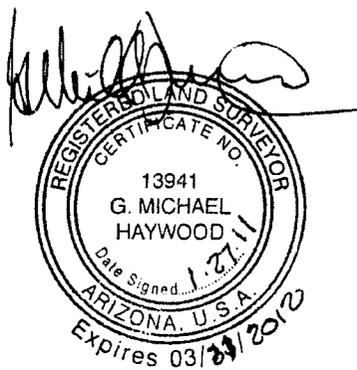
Thence, North 43°26'44" East, 48.18 feet;

Thence, North 51°01'34" East, 39.74 feet;

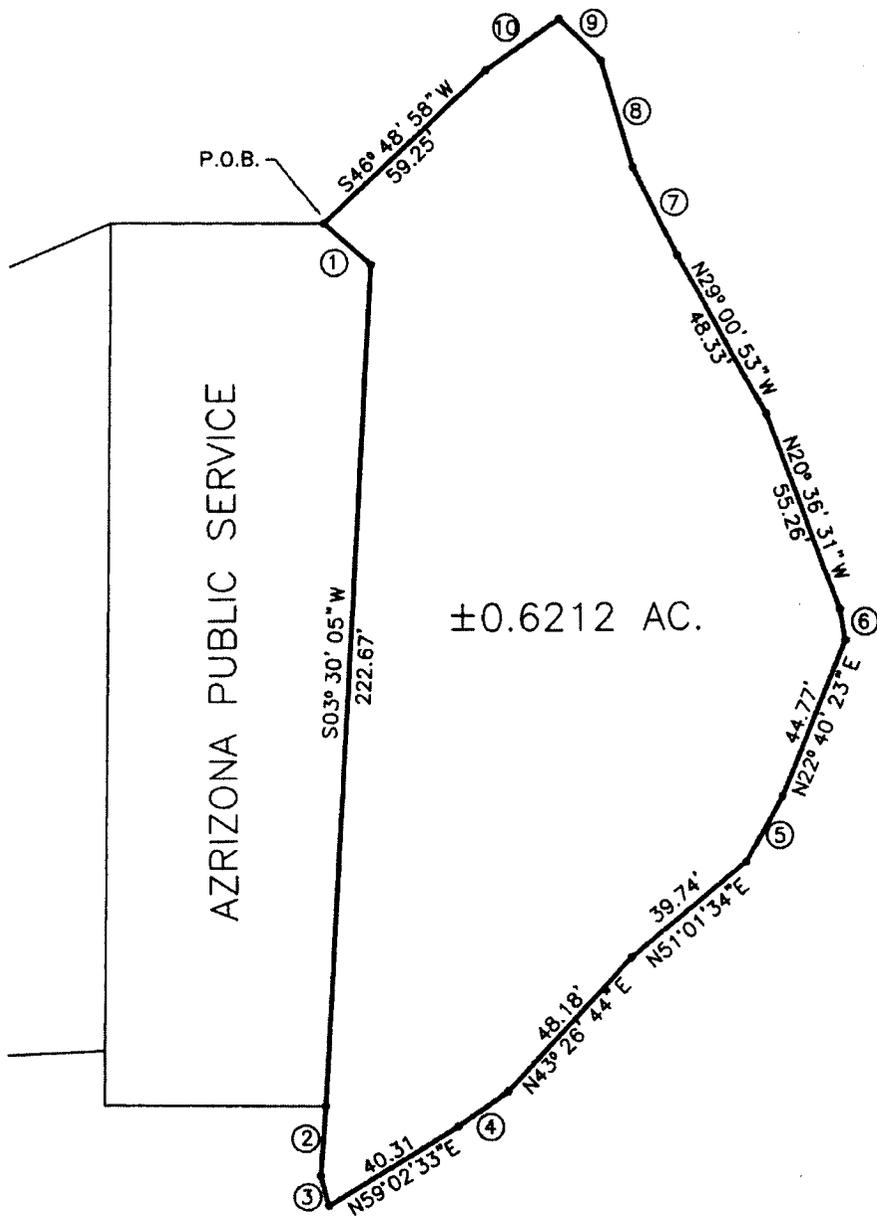
Thence, North 29°11'28" East, 19.73 feet;

Community Garden Tract
Page 2 of 2

Thence, North 22°40'23" East, 44.77 feet;
Thence, North 09°54'46" West, 8.21 feet;
Thence, North 20°36'31" West, 55.26 feet;
Thence, North 29°00'53" West, 48.33 feet;
Thence, North 26°03'13" West, 26.37 feet;
Thence, North 16°26'10" West, 29.82 feet;
Thence, North 44°59'04" West, 15.55 feet;
Thence, South 55°56'41" West, 23.83 feet;
Thence, South 46°48'58" West, 59.25 feet to the **POINT OF BEGINNING**;
Containing 0.6212 acres, more or less.



January 26, 2011
COMGRD-LGL.doc



- ① S48°09'01"E, 16.70'
- ② S04°47'35"W, 18.46'
- ③ S15°14'25"E, 8.25'
- ④ N55°48'53"E, 16.11'
- ⑤ N29°11'28"E, 19.73'
- ⑥ N09°54'46"W, 8.21'
- ⑦ N26°03'13"W, 26.37'
- ⑧ N16°26'10"W, 29.82'
- ⑨ N44°59'04"W, 15.55'
- ⑩ S55°56'41"W, 23.83'

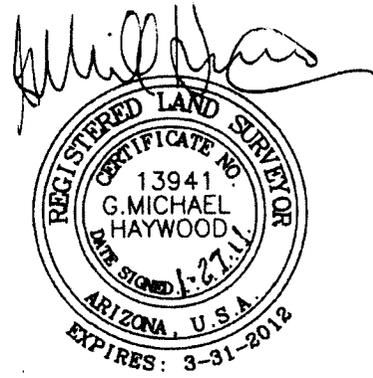


EXHIBIT TO ACCOMPANY
 PROPERTY DESCRIPTION
 "COMMUNITY GARDEN TRACT"
 SEC. 33, T14N-R2W, G&SRB&M,
 YAVAPAI COUNTY, ARIZONA.

G. MICHAEL HAYWOOD REGISTERED LAND SURVEYOR 212 S. MARINA STREET PRESCOTT, AZ. 86303 (928) 778-5101	
JOB NO: COMGRD	DRAWN: GMH
CREW: RR/PH	DATE: 1-25-11
CLIENT: MY H.P.	CHECKED: GMH
SCALE: N.T.S.	DATE: 1-27-11

COUNCIL AGENDA MEMO – April 26, 2011

DEPARTMENT: AIRPORT

AGENDA ITEM: Adoption of Resolution No. 4074-1144 approving modifications to Memorandum of Agreement #DTFANM-08-L-00065 with the Federal Aviation Administration for the construction and operation of certain FAA facilities

Approved By:

Date:

Department Head: Benjamin Vardiman, ACE, Airport Manager

April 13, 2011

Finance Director: Mark Woodfill

City Manager: Craig McConnell



4-15-11

SUMMARY

This is a request from the FAA to modify the Memorandum of Agreement #DTFANM-08-L-00065 (MOA) previously entered into with the City of Prescott for FAA facilities related to the air traffic control, weather and air navigation which are operated on the Prescott Municipal Airport.

The modification will more accurately recite the existing leases the MOA was intended to replace, and clarify administrative modification of the list of facilities in the future when necessary.

BACKGROUND

The MOA, approved by Council on May 27, 2008, allows the FAA to use areas of land on the airport for the construction and operation of facilities for air traffic control, air navigation or weather reporting instrumentation. As part of the requirements for the City to receive federal grant monies for the airport, the City must enter into no-cost lease agreements for the FAA facilities that directly serve the users of the airport such as air navigation sites, weather instrumentation sites, the air traffic control tower and a remote transmitter location.

During recent installation of new communications equipment on the airport, FAA and Airport staff became aware that some technical corrections are needed to allow the document to meet its original intent. The original MOA incorrectly stated that only one FAA lease was being superseded by the MOA when the intention was for all of the no-cost navigational facility leases to be combined into the singular MOA. The MOA also did not clearly specify the administrative procedures for modification to the list of facilities referenced in Clause 4 of the MOA if and when the FAA needs to make changes due to equipment upgrades or replacements. These items are addressed in the attached resolution and Supplemental Lease Agreement.

BUDGET

There is no financial impact to the City associated with this modification.

Recommended Action: MOVE to adopt Resolution No. 4074-1144.

RESOLUTION NO. 4074-1144

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO AMEND A MEMORANDUM OF AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION ("FAA") ESTABLISHING CRITERIA FOR THE CONSTRUCTION AND OPERATION OF CERTAIN FAA FACILITIES BY REPEALING RESOLUTION NO. 3889-0857 AND ADOPTING A NEW RESOLUTION, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, Resolution No. 3889-0857 previously authorized the City of Prescott to enter into a Memorandum of Agreement ("MOA") with the Federal Aviation Administration ("FAA") identified as MOA #DTFANM-08-L-00065 that allows the FAA to use areas of land on the airport for the construction and operation of facilities for air traffic control, air navigation or weather reporting instrumentation; and

WHEREAS, as part of the requirements for the City to receive federal grant monies for the airport, the City must enter into agreements with the FAA to provide no-cost lease agreements for the FAA facilities that directly serve the users of the airport such as air navigation sites, weather instrumentation sites, the air traffic control tower and a remote transmitter location; and

WHEREAS, the facilities subject to this agreement will be in the primary interest of safety and direct support of the ongoing operation of the airport; and

WHEREAS, the original intent of the MOA was to supersede and replace all prior agreements between the parties with respect to their respective rights and responsibilities including Contract #DTFA08-86-I-11724 for FAA remote weather instrumentation, DTFAWP-03-L-22530 for the Rwy 21L Glide Slope Antenna (GS), DTFA08-03-L-22246 for the Automated Surface Observation System (ASOS), DTFA08-03-L-22788 for the FAA Stand Alone Weather Sensor (SAWS), DTFAWP-07-L-00010 for the FAA Air Traffic Control Tower (ATCT), DTFAWP-03-L-22521 for the FAA MALSR, DTFAWP-03-L-22519 for the FAA Rwy 21L Localizer antenna (LOC); and

WHEREAS, the MOA did not accurately specify all of the agreements to be superseded and replaced by the MOA and did not clearly delegate authority to the Airport Manager to administratively make and accept modifications to the List of Facilities referenced in Clause 4 of the MOA; and

WHEREAS, the parties wish to amend the MOA to clarify and amend the MOA through the Supplemental Lease Agreement (SLA); and

WHEREAS, the City of Prescott and the FAA have the authority to enter into the foregoing agreement pursuant to ARS Section 11-952.

ENACTMENTS:

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

SECTION 1. THAT Resolution No. 3889-0857 is hereby repealed in it entirety.

SECTION 2. THAT the MOA #DTFANM-08-L-00065 between the City of Prescott and the FAA approved by the City of Prescott on May 27, 2008 remains in full force and effect from the date as provided for in the agreement and by this reference is hereby made a part hereof.

SECTION 3. THAT MOA #DTFANM-08-L-00065 hereby supersedes and replaces all prior agreements between the parties with respect to their respective rights and responsibilities including Contract #DTFA08-86-I-11724 for FAA remote weather instrumentation, DTFAWP-03-L-22530 for the Rwy 21L Glide Slope Antenna (GS), DTFA08-03-L-22246 for the Automated Surface Observation System (ASOS), DTFA08-03-L-22788 for the FAA Stand Alone Weather Sensor (SAWS), DTFAWP-07-L-00010 for the FAA Air Traffic Control Tower (ATCT), DTFAWP-03-L-22521 for the FAA MALSR, DTFAWP-03-L-22519 for the FAA Rwy 21L Localizer antenna (LOC);

SECTION 4. THAT the Airport Manager is hereby delegated the authority to administratively make and accept modifications to the List of Facilities referenced in Clause 4 of the MOA and to take any and all steps deemed necessary to accomplish the foregoing.

SECTION 5. THAT the Mayor and staff are hereby authorized to execute the attached Supplemental Lease Agreement to the Memorandum of Agreement and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 26th day of April, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

U.S. Department of Transportation
Federal Aviation Administration
SUPPLEMENTAL LEASE AGREEMENT

**SUPPLEMENTAL
AGREEMENT
1**

DATE : March 29, 2011

TO LEASE NO: DTFANM-08-L-00065

ADDRESS OF PREMISES: Ernest A. Love Field Airport
6546 Crystal Lane
Prescott , AZ 86301

THIS AGREEMENT, made and entered into this date by and between :

whose address is : City of Prescott
201 South Cortez
Prescott , AZ 86301

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the Government amends said lease for administrative purposes.

NOW THEREFORE, the said Lease is amended, as follows:

Clause 4-FAA FACILITIES :

Clause 4#

Changes to the List of facilities will be made by mutual modification to this agreement. The parties agree that such modifications may be made by and accepted through their representatives herein designated as the City Airport Manager and the FAA Contracting Officer. All other sentences remain as is.

Leases superseded by MOA – DTFANM-08-L-00065 :

**DTFAWP-03-L-22530 –GS
DTFA08-03-L-22246-ASOS
DTFA08-03-L-22788-SAWS
DTFAWP-07-L-00010-ATCT
DTFA08-86-L-11724-CFW
DTFAWP-03-L-22521-MALSR
DTFAWP-03-L-22519-LOC**

Facility Legal descriptions attached.

All other terms and conditions of the lease shall remain in force and effect.

Important: Lessor is required to sign this document and return 3 copies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

BY _____ (Signature) _____ (Title)

IN THE PRESENCE OF (witnessed by:)

(Signature) _____ (Address)

UNITED STATES OF AMERICA

BY _____ Contracting Officer _____
(Signature) (Official Title)

COUNCIL AGENDA MEMO – April 26, 2011
DEPARTMENT: City Manager
AGENDA ITEM: Approval of Water Service Agreement No. 2011-002

Approved By:	Date:
Water Resource Management: Leslie Graser	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	4-14-11

Item Summary

This item is to clarify and settle the terms and conditions of water service to Yavapai Assessor's Parcel Number 306-33-173P located outside the City limits at 1972 South State Route 89 (4.7 acres at the NW corner of the intersection with W. Outer Loop Road), Chino Valley, for which a City meter was originally set in 1996. The attached Water Service Agreement No. 2011-002 contains the following key points:

- Upon payment of the sum of \$1,512.00 by the property owners (the "Applicant") the City will install a 1" water meter to replace the 3/4" meter through which service is now being provided to the property.
- Upon future request and payment by the Applicant of all buy-in, impact, and development fees in effect at that time as set forth by the Prescott City Code, the City will install a 2" meter to replace the 1" meter, and continue service.
- The City will set aside, allocate, and provide 1.00 acre-foot of potable water annually to serve the property through the 1" meter, and subsequently a total of 3.00 acre-feet through the 2" meter. Effective January 1, 2012, the Applicant shall be subject to payment of a surcharge during any calendar year for water used in excess of these respective amounts, in addition to the standard surcharge for water purveyed outside the City limits.
- As is the case for service by the City to properties within Chino Valley, no commitment is being made to provide fire flow.

Background

A 3/4" water meter was installed by the City for service to the property in 1996, upon the payment of water buy-in fees and other standard City charges. In 2001 this 3/4" meter was replaced by a 2" meter, however, neither additional buy-in or impact fees were collected, nor a water service agreement entered into at that time.

The property was sold in 2004 by the previous owner (Johnson) to Steve and Linda Burton, M&J Leasing LLC, and the Andre Family Limited Partnership. In 2008 the 2" meter was physically removed during construction of SR 89 improvements by the Arizona Department of Transportation. The current owners are seeking confirmation through a water service agreement that the City will serve the property with a 2" meter.

Agenda Item: Approval of Water Service Agreement No. 2011-002

There is presently one residence and a commercial building with four suites on the property. The parcel was purchased anticipating (re)development; a site plan has been provided which depicts several buildings totaling over 50,000 SF. The timing, actual configuration, and uses will be determined by future market conditions, and could vary from the current site plan.

Upon approval of this agreement, a reservation of 3.0 acre-feet of potable water will be made for service through the future 2" meter.

The terms and conditions of Water Service Agreement No. 2011-002 have been negotiated with the property owners, and written confirmation received as to the acceptability thereof.

Budget

There will be no significant financial impact to the City to provide the 1" meter, and then the 2" replacement meter in the future. As provided in the agreement, and summarized above, the Applicant will pay \$1512.00 for the 1" meter, and all applicable buy-in, impact, and development fees for the 2" meter at the time of future construction.

Attachment - Water Service Agreement No. 2011-002

Recommended Action: Move to Water Service Agreement No. 2011-002.

AGREEMENT FOR POTABLE WATER

Burton, M&J Leasing LLC, and Andre Family Limited Partnership

Water Service Agreement No. 2011-002

WHEREAS, Steven R. and Linda L. Burton, JTRS, M&J Leasing, LLC, and the Andre Family Limited Partnership (hereinafter collectively referred to as the "Applicant"), are the owners of certain real property consisting of approximately 4.7 acres, which real property is located at 1972 South State Route 89, Chino Valley, Arizona (the "Property"), outside the corporate limits of the City of Prescott (hereinafter referred to as the "City"); and

WHEREAS, a residence was constructed on the Property in 1978 and a commercial strip building with four (4) leasable suites in 1985;

WHEREAS, in 1996, upon the payment to the City of water buy-in fees for the commercial strip building, and other standard charges, a 3/4" water meter was installed by the City to provide service to the Property; and

WHEREAS, certain minor improvements have been made subsequent to 1996 increasing the number of plumbing fixtures; and

WHEREAS, in 2001 said 3/4" meter was replaced by a 2" meter, installed by the City, upon payment by the then-owner of the Property of applicable charges for the meter only; and

WHEREAS, neither a new development plan was submitted in 2001 nor were any additional buy-in or impact fees paid at that time for new development to be served by said 2" meter; and

WHEREAS, in October 2004 the Applicant purchased the Property, relying upon the availability of water service through said 2" meter to serve contemplated commercial development for which a site plan was prepared by the Applicant; and

WHEREAS, said 2" meter was subsequently removed during improvements to SR 89 by the Arizona Department of Transportation; and

WHEREAS, the Property is presently receiving interim water service via a 3/4" meter pending approvals and execution of this Agreement for Potable Water; and

WHEREAS, the Applicant and City desire to clarify and confirm the availability to and provision of quantities of potable water to the Property for current and future uses; and

WHEREAS the Prescott City Council finds that compliance with this Agreement by the Applicant shall result in:

1. The project, development, or use being consistent with and conforming to the adopted Water Management Policy of the City; and
2. The City's plans and goals not being adversely affected; and

3. The project, development, or use being in accord with the duly adopted Prescott Water Budget.

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

1. That this Agreement shall relate to that property identified as Yavapai County Assessor's Parcel Number 306-33-173P, and any future divisions thereof.

2. That this Agreement represents the complete fulfillment and final settlement of any and all obligations of the City to provide potable water to the Property arising from previous installations of the initial 3/4" and subsequent replacement 2" water meters by the City, subject to the following:

A. That upon payment of the sum of \$1,512.00 by the Applicant to the City, which sum represents the water buy-in fees for the residence and a sink added to the commercial building which were not previously paid, calculated as of July 20, 2001, the date when the 2" meter was paid for but no additional buy-in fees collected by the City, the City will install, at City expense, a 1" water meter to serve all of the current improvements on the Property consisting of the residence and retail building with four suites; and the City will set aside, allocate, and provide a maximum of 1.00 acre-foot of potable water annually to serve the Property, and any lawfully permitted uses thereupon.

B. That upon future request by the Applicant and payment as described hereinafter, the City will reinstall, at City expense, a 2" water meter and continue service to the Property. For the activation of such service through the 2" meter, the Applicant shall be obligated to pay to the City any and all demand, capacity, buy-in, impact, and development fees set forth by the Prescott City Code and in effect at the time of said future request. The amount of said fees corresponding to the 2" meter shall be offset by a credit for the same fees in effect at the time of the future request applicable to the 1" meter which is removed. Upon activation of such service through the 2" meter, the City will set aside, allocate, and provide a maximum of 3.0 acre-feet of potable water annually to serve the Property, and any lawfully permitted uses thereupon.

C. That the City will only provide one (1) meter for service to the Property. That meter shall be deemed to be the Master Meter for water service by the City to the Property. The Applicant shall be solely responsible for providing, operating, and maintaining the water system (the "System"), beyond the Master Meter, including backflow prevention devices required by and subject to the approval of the City, as may be necessary to serve the Property and protect the public water system of the City.

D. That the Applicant shall be deemed to be the customer to whom all billings for payment for water service shall be sent by the City; as such, the Applicant shall timely pay all such billings. Effective January 1, 2012, the Applicant shall also be subject to payment of a surcharge for any water used in excess of 1.00 acre-foot when service is provided through the 1" meter, or 3.0 acre-feet when service is provided through the 2" meter. Said surcharge shall be: (1) applicable to any and all water used in excess of these specified quantities in any calendar year; (2) in the amount of \$5,000 per acre-foot; and (3) in addition to those rates and fees as set forth in the Prescott City Code.

E. That in the event the Property is divided into two or more parcels, the obligation of the City shall be limited to continuation of service through the Master Meter, subject to the aforementioned maximum annual quantities corresponding to the 1" and 2" meters, respectively.

F. That the water to be provided pursuant to this Agreement shall be for potable use within the Property only, or portions of Property as may be created by subsequent division thereof, and shall not operate as a guarantee or commitment by the City to provide fire flows. The Applicant may provide water storage on the Property for fire flow purposes. No connection to the System shall be permitted which

would result in any of the water provided pursuant to this Agreement being used, or made available for use, outside the Property; provided, however, that nothing herein shall preclude the Applicant, the City, and Town of Chino Valley from mutually entering into a separate agreement providing for the furnishing of the water service described herein by the Town of Chino Valley.

G. That the Applicant shall provide any utility easement(s) to the City of Prescott, at no cost to the City of Prescott, which may be necessary for installation of water service to the Property as described herein.

3. That this Agreement shall run with the land, and be binding upon and inure to the benefit of the Applicant's successors in interest and assigns provided, however, that specifically with respect to the provision of water service pursuant to this Agreement, at all times only one party shall be the water customer of the City receiving service through the Master Meter.

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

5. That the Applicant hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of this Agreement, to the extent which said claims, liabilities, expenses or lawsuits arise from the negligent acts or omissions of the Applicant or its agents or employees, or to the extent said claims, liabilities, expenses or lawsuits arise from the breach of this Agreement by Applicant or its agents or employees.

6. That this Agreement, although drafted by the Prescott City Attorney, is the result of negotiations by and between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

7. That time is of the essence in this Agreement. The failure of either party to require strict performance of any provision of this Agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this Agreement in accordance with the terms hereof, and without notice.

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

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

APPLICANT:

DATED this _____ day of _____, 2011.

By: _____
STEVEN R. BURTON JTRS

STATE OF ARIZONA)
)ss.
COUTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

[Seal]

Notary Public

DATED this _____ day of _____, 2011.

By: _____
LINDA L. BURTON JTRS

STATE OF ARIZONA)
)ss.
COUTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

[Seal]

Notary Public

M&J LEASING, LLC
an Arizona Limited Liability Company

By: _____

Its: _____

Date: _____

STATE OF ARIZONA)
)ss.
COUTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

[Seal]

Notary Public

ANDRE FAMILY LIMITED PARTNERSHIP
an Arizona Limited Partnership

By: _____

Its: _____

Date: _____

CITY OF PRESCOTT:

DATED this _____ day of _____, 2011.

By: _____
MARLIN D. KUYKENDALL
Mayor

COUNCIL AGENDA MEMO – April 26, 2011

DEPARTMENT: Public Works

AGENDA ITEM: Award of bid and contract for the Country Park Drive Water Main Improvement Project to T & H Construction, Inc., in the amount of \$104,722.00.

Approved By:		Date:
Department Head:	Mark Nietupski, Public Works Director	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell <i>Craig McConnell</i>	4-15-11

Item Summary

This item is to approve a construction contract with T & H Construction Inc., Prescott, for the installation of a new water main in the distribution system west of Willow Creek Road along Country Park Drive. (See attached map) The new water main will allow the abandonment of an aged and failing portion of water main that crosses Willow Creek east of Williamson Valley Road.

Background

To meet the basic infrastructure needs of providing for safe, adequate drinking water for the City's residents and businesses, the City annually budgets funds for the replacement and upgrade of aging water mains. This project is necessary due to recent water main failures in Zone 53 that have repeatedly impacted residential property located on Sylvan Drive. The water main to be abandoned is fed from the north by a 6-inch line in Ca-Tim Drive and serves a number of properties south of Willow Creek. The line was originally installed in 1961 and is comprised of Asbestos Concrete Pipe (ACP) which is at the end of its service life. In order to abandon this section of problematic water main, a new 8-inch Water main will be constructed in Country Park Drive from Highlander Place to Robbie Lane. The installation of the new water main will ensure a more dependable supply of water to the property owners in this area.

This project generally consists of the installation of 768 LF of 8-inch DIP water main on Country Park Drive, the abandonment of an existing 6-inch water main that crosses Willow Creek from Ca-Tim Drive to Sylvan Drive, and the replacement of approximately 500 SY of asphalt pavement.

Bid Results

A mandatory pre-bid meeting was held on March 8, 2011. On April 7, 2011, six bids were received from companies in four Arizona cities. Base bids are listed below:

Agenda Item: Award of bid and contract for the Country Park Drive Water Main Improvement Project to T & H Construction, Inc., in the amount of \$104,722.00.

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
T&H Construction, Inc.	Prescott, AZ	\$104,722.00
CLM Earthmovers, LLC	Prescott, AZ	\$121,534.01
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	\$142,228.25
Empire Excavation Inc.	Payson, AZ	\$147,772.00
Headwaters Construction, LLC	Chino Valley, AZ	\$155,504.50
Fann Contracting, Inc.	Prescott, AZ	\$199,952.30
Engineer's Estimate		\$158,170.00

Written confirmation of bid has been received from low bidder T&H Construction, Inc. Verification of the company's license, bonding, references, and successful performance of similar projects in the past has been completed.

Project Schedule

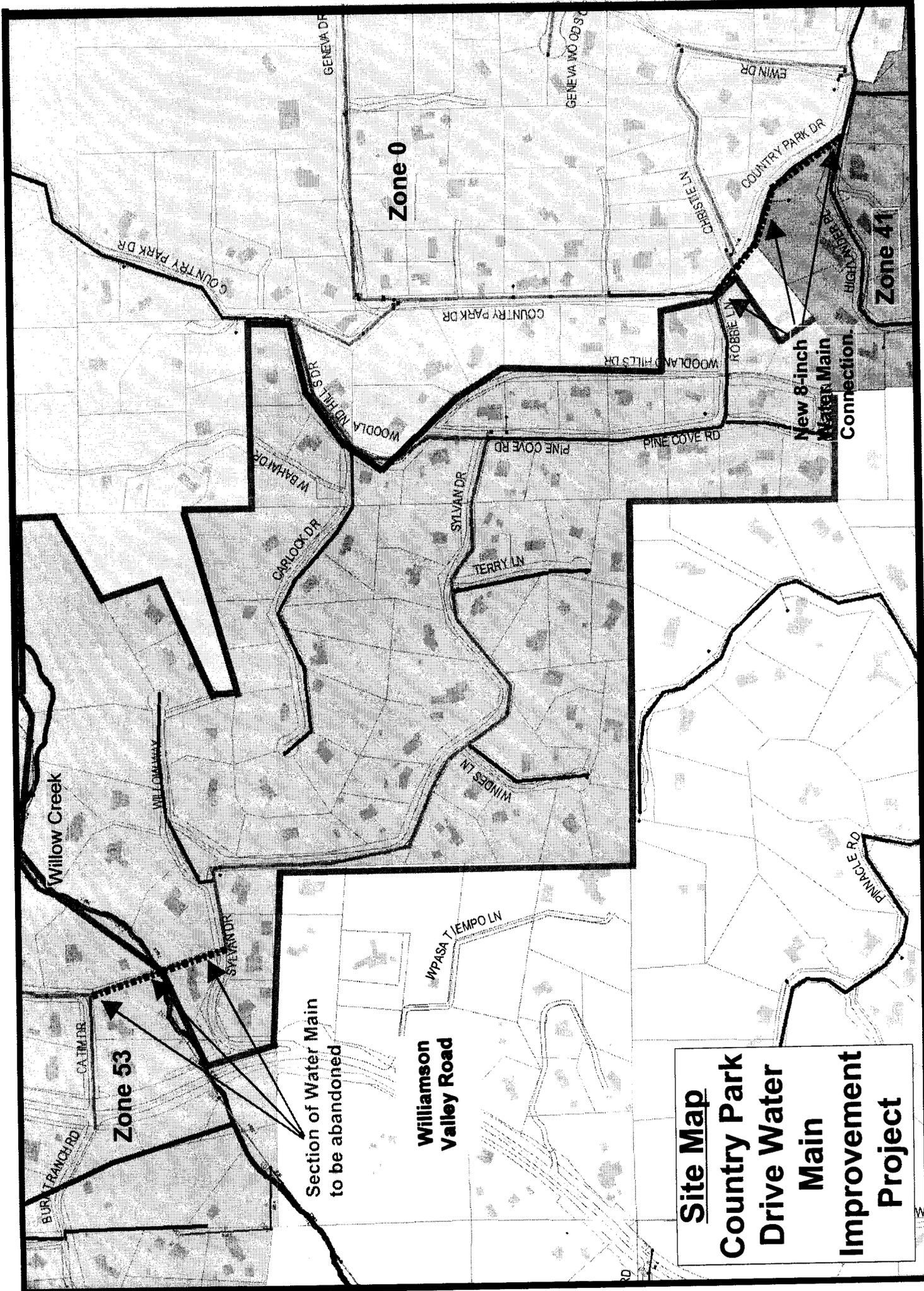
Commence Construction	May 2010
Completion	June 2010

Budget

FY11 funding was budgeted and is available for the project from Water Fund (Account No. 7007810-8930-09556).

Attachments - Location Map

Recommended Action: MOVE to award the bid and contract for the Country Park Drive Water Main Improvement Project to T & H Construction, Inc., in the amount of \$104,722.00.



Site Map
Country Park Drive Water Main Improvement Project

Section of Water Main to be abandoned

Williamson Valley Road

New 8-inch Water Main Connection

Zone 0

Zone 41

Zone 53

Willow Creek

IV-K

COUNCIL AGENDA MEMO – April 26, 2011

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4791-1142 to dedicate segments of Ruger Road within the boundary of Prescott Municipal Airport and across City property

Approved By:		Date:
Department Head: Mark Nietupski, Public Works Director		04/15/2011
Finance Director: Mark Woodfill		
City Manager: Craig McConnell <i>Craig McConnell</i>		4-15-11

Item Summary

This is a City initiated item to dedicate segments of Ruger Road within the Prescott Municipal Airport (Ernest A. Love Field) and City of Prescott property.

Background

The Ruger Road segment connecting to SR 89 and extending northeasterly approximately 2,100 feet is located within the dedicated right-of-way also known as Ralph Pryne Drive (Book 22 Maps & Plats, Page 25) as shown on the attached plan. It is the understanding of staff the name Ralph Pryne Drive has not been used for many years; the road has long been known and signed as Ruger Road.

The remaining portion of Ruger Road deviates from the dedicated Ralph Pryne Drive and is distinguished separately across, City of Prescott property, Airport property, and Yavapai College property. This Council action will dedicate the segments of Ruger Road which are not within a public right-of-way or covered by a roadway easement. With approval of this item Ruger Road, in its current alignment, will be within a dedicated right-of-way or recorded right-of-way easement from SR 89 to the security gate at the Airport.

The attached "Dedication Plat Map of portions of Ruger Road" illustrates the alignment, dedications, easements and location of Ralph Pryne Drive on Airport and City property. Yavapai College owns the adjoining parcel to City property where Ruger Road is within a recorded Right-of-Way Easement, Book 2530, Page 692.

There is no requirement for FAA approval of the Ruger Road dedication on Airport property. There are no costs for the dedication except for the recording fees.

- Attachments**
- Area Plan
 - Dedication Plat Map of portions of Ruger Road
 - Ordinance

Recommended Action: MOVE to adopt Ordinance No. 4791-1142.

ORDINANCE NO. 4791-1142

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DEDICATING PORTIONS OF RUGER ROAD AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SUCH DEDICATION

RECITALS:

WHEREAS the City Council of the City of Prescott has determined that dedicating portions of Ruger Road, more particular described in Exhibit "A", attached hereto and made a part hereof, would benefit the public safety and welfare of the citizens of Prescott; and

WHEREAS, the portions of Ruger Road will be dedicated by the City of Prescott and the Airport (Love Field) as shown on the attached Exhibit "A"; and

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

ENACTMENTS:

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

SECTION 1. THAT certain portions of Ruger Road as shown on Exhibit "A" shall be dedicated by the City and the Airport to the public.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 26th day of April, 2011.

MARLIN D. KUYKENDALL, Mayor

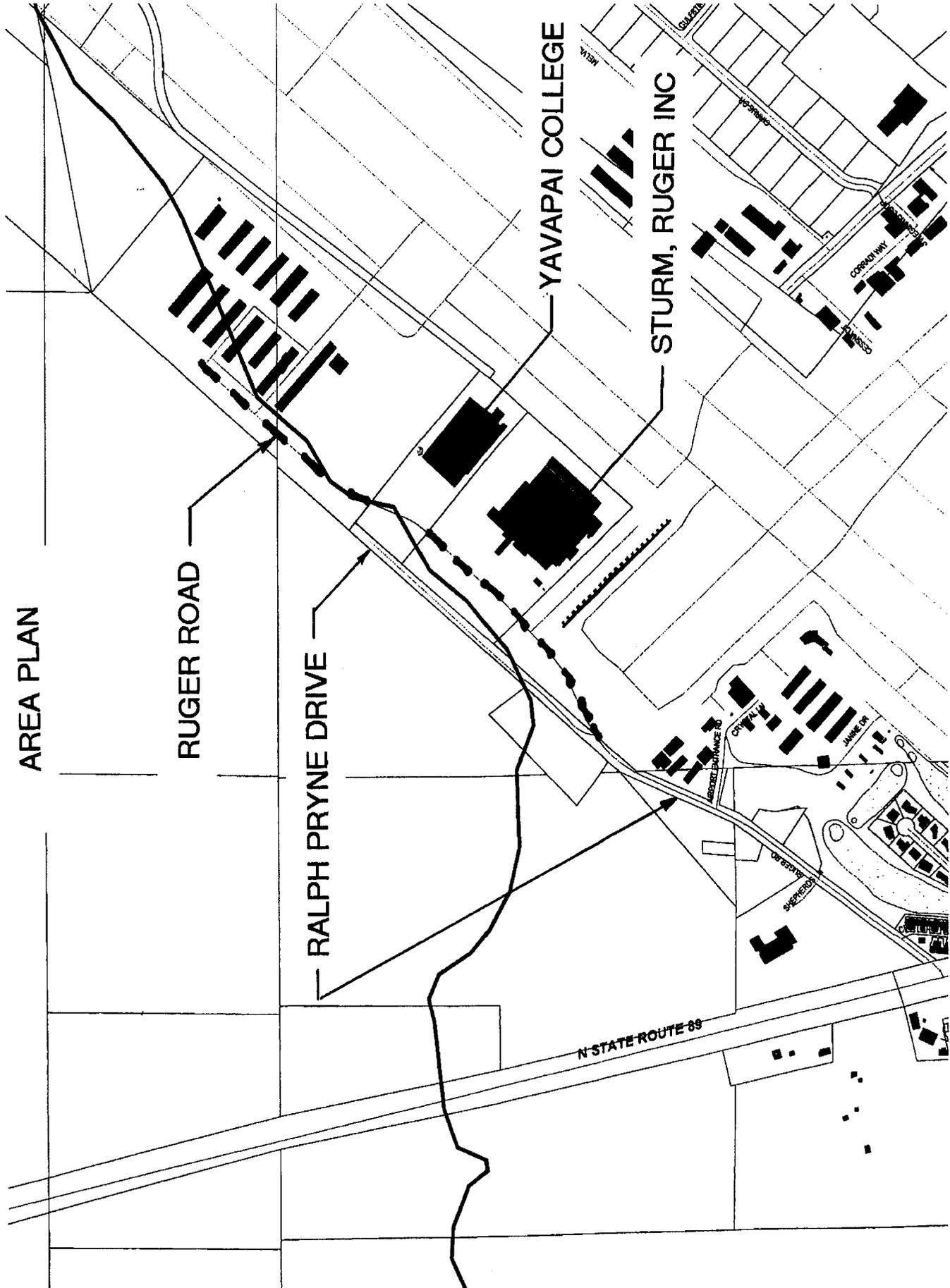
ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

AREA PLAN



RUGER ROAD

RALPH PRYNE DRIVE

YAVAPAI COLLEGE

STURM, RUGER INC

N STATE ROUTE 89

CRYSTAL LAKE

JUNIPER DR

POLICE ENTRANCE

CORRAL WY

WYOMING

LIBERTY

WYOMING

COUNCIL AGENDA MEMO – April 26, 2011

IV-L

DEPARTMENT: Public Works

AGENDA ITEM: Award of bid and contract for the Annual Pavement Marking Project to Roadsafe Traffic Systems Inc., in the amount of \$128,391.83

Approved By:

Date:

Department Head: Mark Nietupski, Public Works Director	4/15/11
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	4-15-11

Item Summary

This item is to award a bid and contract for the City's annual pavement marking project.

Background

This project provides for the annual maintenance of the City's striping and pavement markings. The project provides for the restriping of the central business district and all other striping city wide, including several City owned parking lots and on street parking stalls and will be completed by the end of fiscal year 2011.

Bid Results

On April 14th, 2011, the City of Prescott received two bids.

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
Roadsafe Traffic Systems, Inc.	Phoenix, AZ	\$128,391.83
Traffic Safety Inc.	Prescott Valley, AZ	\$140,799.33
Engineers Estimate		\$135,882.24

The low bid by Roadsafe Traffic Systems, Inc., was subsequently evaluated and determined to be satisfactory and submitted by a qualified bidder, with verification of the company's license, bonding, references and successful performance of similar projects in the past completed.

Project Schedule

Pending bid award and execution of the contract, staff expects to issue a Notice to Proceed to Roadsafe Traffic Systems, Inc. in May, 2011. This contract will expire on June 30, 2011.

Agenda Item: Award of bid and contract for the Annual Pavement Marking Project to Roadsafe Traffic Systems Inc., in the amount of \$128,391.83

Budget

The project has been budgeted in Fiscal Year 2011. Funding for this project is available in Account No. 2155400-8575 (HURF).

Recommended Action: MOVE to award a contract to Roadsafe Traffic Systems Inc., in the amount of \$128,391.83 for the Annual Pavement Marking Project.

IV-M

COUNCIL AGENDA MEMO – April 26, 2011

DEPARTMENT: Public Works
AGENDA ITEM: Adoption of Ordinance No. 4789-1140 to accept a Sewer Easement from Carrington Homes, Inc., through the unrecorded Sterling Ridge Subdivision

Approved By:		Date:
Department Head: Mark Nietupski		
Finance Director: Mark Woodfill		
City Manager: Craig McConnell <i>Craig McConnell</i>		4-15-11

Item Summary

Approval of this item will result in City acceptance of a Sewer Easement, 20 feet in width, from Carrington Homes, Inc. through the unrecorded Sterling Ridge Subdivision to provide sewer service for 12 lots in Prescott Highlands Estates.

Background

Prescott Highlands Estates Subdivision (37 lots) was approved by Council on May 23, 2006, and recorded on August 21, 2006, Book 58 of Maps and Plats, Page 3. There are 12 lots in the subdivision that are pending development due to the lack sewer service through lands to the north and east (Sterling Ridge and Watson property), which would allow a gravity sewer system connecting into Prescott Lakes.

The Sterling Ridge Subdivision, also owned by Carrington Homes, was approved by Council on September 25, 2007. Due to the downturn in the economy the plat was never recorded and the planned infrastructure never constructed. The Watson property is currently unsubdivided; however, a sewer easement 20 feet in width was recorded (Book 4430 Page 414) through the property in 2009.

Construction plans for the sewer main line extension have been reviewed and approved by Public Works/Engineering and are currently being reviewed by the Arizona Department of Environmental Quality (ADEQ) for the Approval to Construct. Upon ADEQ approval, Carrington Homes Inc. will construct the sewer main extension that will provide sewer for the 12 lots in Prescott Highlands Estates, a majority of the lots in Sterling Ridge, and a portion of the Watson property as shown on the attached plan.

There is no cost to the City for the easement.

- Attachments**
- Area Plan
 - Sewer Overview Map
 - Easement
 - Exhibit "A" Legal Description of Easement
 - Exhibit "B" Map of Easement
 - Exhibit "C" General Requirements and Restrictions
 - Ordinance

Recommended Action: MOVE to adopt Ordinance No. 4789-1140.

ORDINANCE NO. 4789-1140

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING A SEWER EASEMENT FROM CARRINGTON HOMES, INC., TO PROVIDE SEWER SERVICE TO THE PRESCOTT HIGHLANDS SUBDIVISION

RECITALS:

WHEREAS the City Council of the City of Prescott has determined that accepting a sewer easement from Carrington Homes, Inc., more particularly described and shown in the attached Exhibits "A" and "B" would benefit the public health, safety and welfare of the citizens of the City of Prescott; and,

WHEREAS the City of Prescott wishes to place certain General Requirements and Restrictions on the sewer easement as described in Exhibit "C".

ENACTMENTS:

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

SECTION 1. THAT the City of Prescott accepts a sewer easement from Carrington Homes Inc. as described and shown in Exhibits "A" and "B" with certain General Requirements and Restrictions as described in Exhibit "C", said exhibits attached hereto and made a part hereof.

SECTION 2. THAT the attached easement, (Exhibits "A" and "B") and General Requirements and Restrictions, (Exhibit "C") are hereby ordered to be recorded in the Office of the Yavapai County Recorder, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 26th day of April, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

When recorded, mail to:

CITY OF PRESCOTT
CITY CLERK
P. O. Box 2059
Prescott, AZ 86302

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Carrington Homes, Inc., hereinafter called "Grantor", hereby grants unto the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as the "Grantee", its successors or assigns, the right of ingress and egress over and through the following described property, for public sewer purposes and, to use and construct same, together with the right to construct, maintain and place any sewer utilities therein, said property more particularly described and shown on the attached Exhibits "A" and "B" and Exhibit "C" attached hereto and made a part of the easement, describes the General Requirements and Restrictions placed on the easement by the Grantee.

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

Grantor covenants and agrees not to construct any buildings upon said easement.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this _____ day of _____, 2011.

ACCEPTED AND APPROVED by the Mayor and Council of the City of Prescott this _____ day of _____, 2011

City of Prescott

By _____
MARLIN D. KUYKENDALL, Mayor

EXHIBIT "A"

Sewer Easement

A 20 foot wide Sewer Easement lying within Assessors Parcel Number 105-03-017, as described in Book 4571 Official Records, Page 421, Yavapai County Records Office. Located in the Southeast Quarter of Section 22, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows,

(Basis of Bearings for this description is South 87°57'00" East, along the east-west center section line, as measured from a capped rebar #35138 at the Center corner of said Section 22; to a capped pipe #12005 at the East Quarter corner of said Section 22. Basis of Bearings is based upon City of Prescott datum.)

COMMENCING at a capped rebar #35138 at the Center corner of said Section 22,

Thence, South 01°29'01" East, along the north-south center section line of said Section 22, also being the west line of said APN 105-03-017, a distance of 497.52 feet to the TRUE POINT OF BEGINNING;

Thence along a non-tangent curve, concave to the southeast, having a radius of 725.00 feet, a central angle of 01°35'46", an arc length of 20.20 feet, a chord bearing of North 80°32'41" East and a chord length of 20.20 feet;

Thence, South 01°29'01" East, lying 20.00 feet east of and parallel to said north-south center section line, a distance of 230.72 feet;

Thence, South 88°46'24" East, a distance of 378.57 feet;

Thence, North 01°23'53" West, a distance of 107.40 feet;

Thence, North 50°30'34" East, a distance of 87.52 feet;

Thence, South 71°26'02" East, a distance of 62.16 feet;

Thence, North 60°40'34" East, a distance of 60.80 feet;

Thence, North 01°30'03" West, a distance of 30.00 feet;

Thence, North 88°29'57" East, a distance of 20.00 feet to a point on the east line of said APN 105-03-017;

Thence, South 01°30'03" East, along said east line, a distance of 37.55 feet;

Thence, South 40°55'05" West, a distance of 11.80 feet;

Thence, South 60°40'34" West, a distance of 72.74 feet;

Thence, North 71°26'02" West, a distance of 59.94 feet;

Thence, South 50°30'34" West, a distance of 66.69 feet;

Thence, South 01°23'53" East, a distance of 118.61 feet;

Thence, North 88°46'24" West, a distance of 398.56 feet;

Thence, South 01°29'01" East, lying 20.00 feet east of and parallel to said north-south center section line, a distance of 201.96 feet;

Thence, North 89°07'56" West, a distance of 20.02 feet to a point on said north-south center section line;

Thence, North 01°29'01" West, along said north-south center section line, a distance of 449.08 feet to the TRUE POINT OF BEGINNING;

Containing 23,941.24 square feet, more or less.

01/12/11
LE #492-01
492-01 Sew Esmt.doc

SCOTT A. LYON, R.L.S.



EXPIRES 6/30/13

EXHIBIT "B"

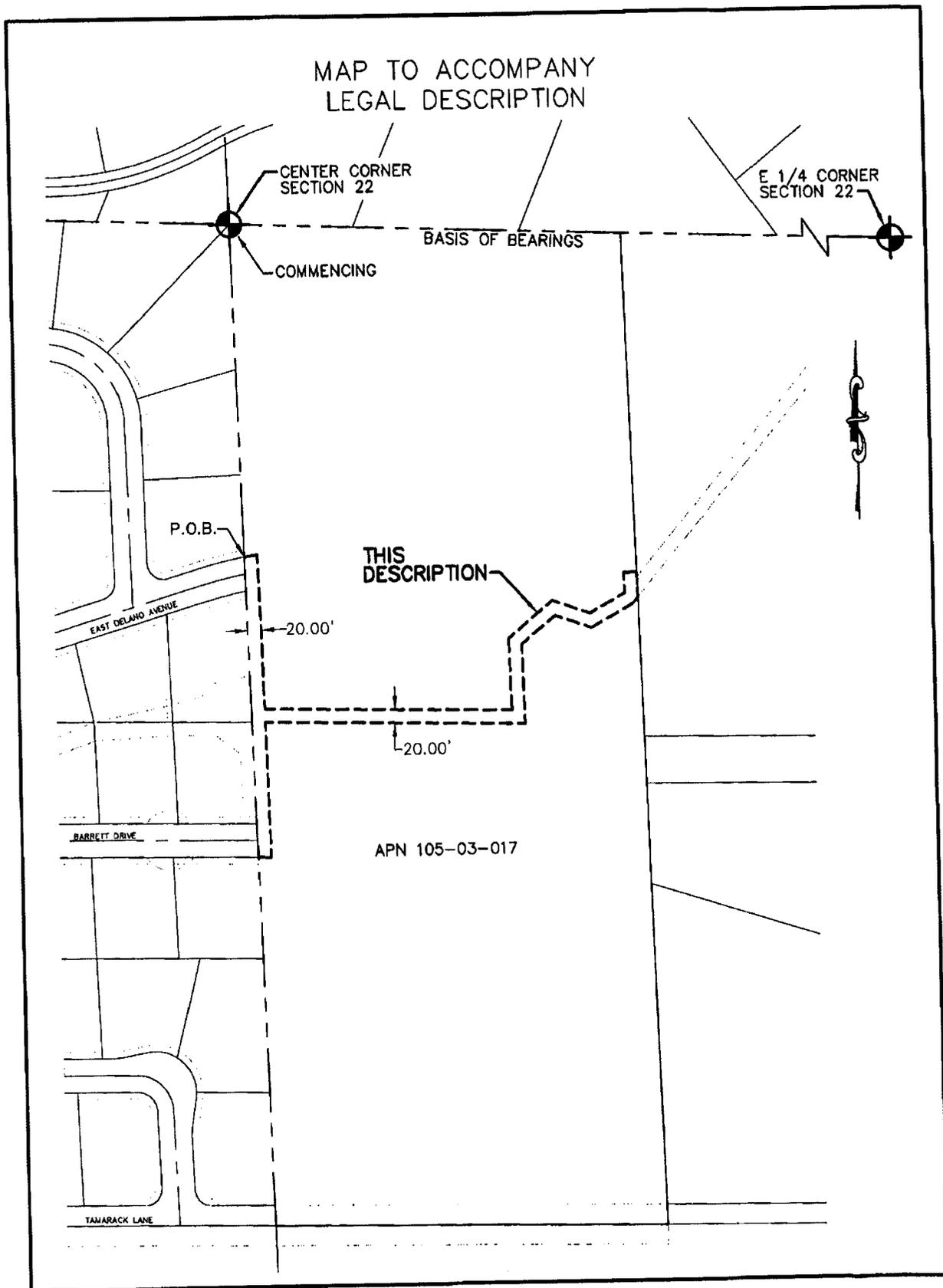


Exhibit 'C'

Sewer Easement Requirements and Restrictions

General Requirements

The following general requirements are for the sewer easement as described and depicted in Exhibits "A" and "B". These requirements are a part of the sewer easement, are applicable to the current property owner, successors, heirs and assigns, and shall run with the land. Contractors shall be required to meet these provisions. Any construction shall require an encroachment agreement with the City of Prescott.

1. This sewer easement restricts the placement of a pipeline, conduit, structure, including walls/fencing, buildings, major landscape components, and any part of a structure or material storage, within the easement both above and below ground.
2. City of Prescott (hereinafter referred to as "CITY") will be given at least 48 hours advance notice before any work will be performed on or across the sewer easement in order to allow for a CITY representative to be on site during such work if the CITY so desires. Any construction shall require an encroachment agreement with the City of Prescott.
3. The sewer easement shall serve as an ingress egress for all sewer maintenance activities on a regular basis and will include a 12' wide road with base material to allow for all weather access to the sewer facilities.
4. CITY shall return the easement area including grading, landscape gravel and landscape fabric to a condition as close as possible to that which existed before any installations, inspections/surveys, or maintenance or repairs are made by CITY. Prohibited items within the easement will not be replaced if damaged from any installations, inspections/surveys, or maintenance or repairs are made by CITY.
5. Under no circumstances shall CITY be responsible for the replacement or reimbursement for trees and vegetation disturbed, damaged, or destroyed within the sewer easement. Any prohibited trees or large shrubs per the Landscaping section below within the sewer easement are subject to removal by the CITY at any time.

Excavation

1. Plans for any excavation or filling in the sewer easement must be reviewed and approved by the Grantee/City prior to commencing any work. Excavating closer than 2 feet to the pipeline shall be done by hand until the pipe is exposed and shall be done only under the observation of an authorized CITY representative.

Exhibit 'C' continued

2. Any plowing or ripping of soil within the sewer easement, including agricultural, at depths greater than 1 foot will require specific authorization from the CITY.

Streets, Roads, and Driveways

1. Notice to CITY is required before any construction of a driveway or parking lot within the sewer easement is undertaken. The Grantor and its successors shall provide the Grantee/City the opportunity to complete a pipe inspection prior to the start of any construction activity. A set of construction plans reviewed and approved by the CITY is required.
2. Temporary easement crossings may be approved with notice and approved by the CITY.

Fences

1. No walls, fences, posts, or footings are allowed to encroach into or across the sewer easement. No temporary obstructions or decorative screen materials shall be placed in the sewer easement that could inhibit vehicular access. Any wall or fence within the sewer easement is subject to removal and/or demolition by the CITY at any time. Under no circumstances shall the Grantee/CITY be responsible for the replacement or reimbursement for damage to walls, fences, or screening devices within the sewer easement.

Landscaping

1. Placement of decorative landscape rock over the road base material is an acceptable use. Trees, large shrubs, and boulders are not a permitted use within the sewer easement, and must be located outside the easement so as to not adversely restrict Grantee's use of the easement area. Maintenance may require total clearing of the perpetual utility easement. CITY shall replace in kind disturbed landscaped gravel and landscape fabric as a result of inspections/surveys, maintenance, repair or other damage. Under no circumstances shall CITY be responsible for the replacement or reimbursement for irrigation lines or appurtenances, trees and vegetation disturbed, damaged, or destroyed within the sewer easement. No new foreign appurtenances (meters, poles, or drop boxes, etc.) shall be located within the perpetual sewer easement without first providing notice to, and obtaining written permission from the CITY.

Open Waterways

1. Any open waterways, ditches, canals, drainage catchments, ponds, pools, etc., within 15 feet of the pipeline center line shall require review and approval by the CITY.

Exhibit 'C' continued

2. Anyone altering (clearing, re-grading, or changing alignment) a waterway within the sewer easement must obtain approval from the CITY prior to making changes, and obtaining an encroachment agreement.

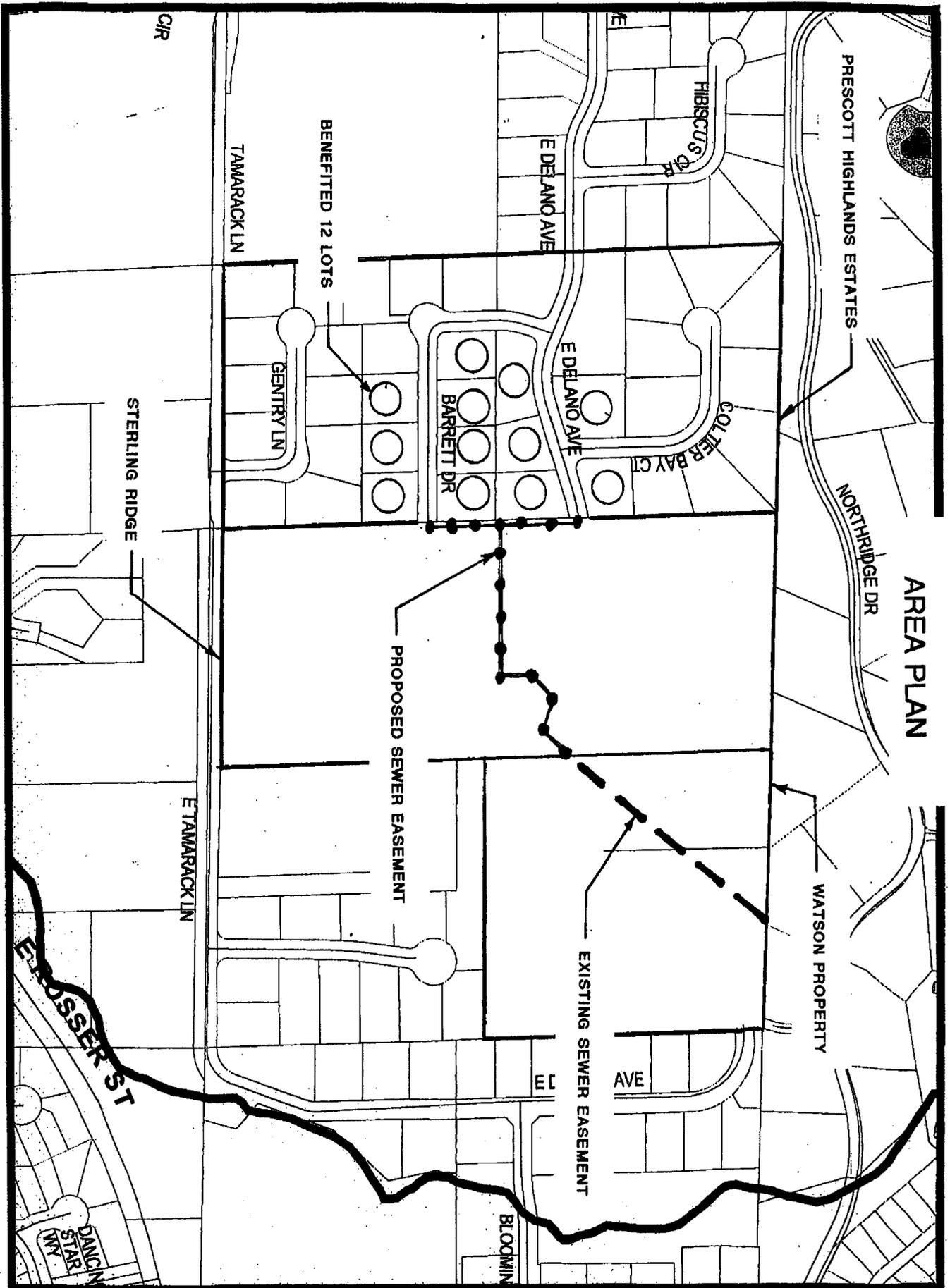
Penalties for Failure to Abide by Restrictions

1. Failure to follow or abide by these Easement Restrictions may be punishable per any federal, state or local statues, codes, ordinances, rules or regulations.
2. Owners shall be liable to the City for any damage to City property within the Easement area caused by the property owners' negligence in failing to abide by or follow the Easement Restrictions.

Contact Information

The CITY can/shall be contacted at Prescott Department of Public Works, telephone 928-777-1130. No construction or changes to the sewer easement area shall be made by Grantor or Grantee without notice to the other party.

AREA PLAN



PRESCOTT HIGHLANDS ESTATES

NORTH RIDGE DR

WATSON PROPERTY

HIBISCUS CIR

E DELANO AVE

E DELANO AVE

BARRETT DR

COLTER BAY CT

TAMARACK LN

BENEFITED 12 LOTS

GENTRY LN

STERLING RIDGE

ETAMARACK LN

EXISTING SEWER EASEMENT

PROPOSED SEWER EASEMENT

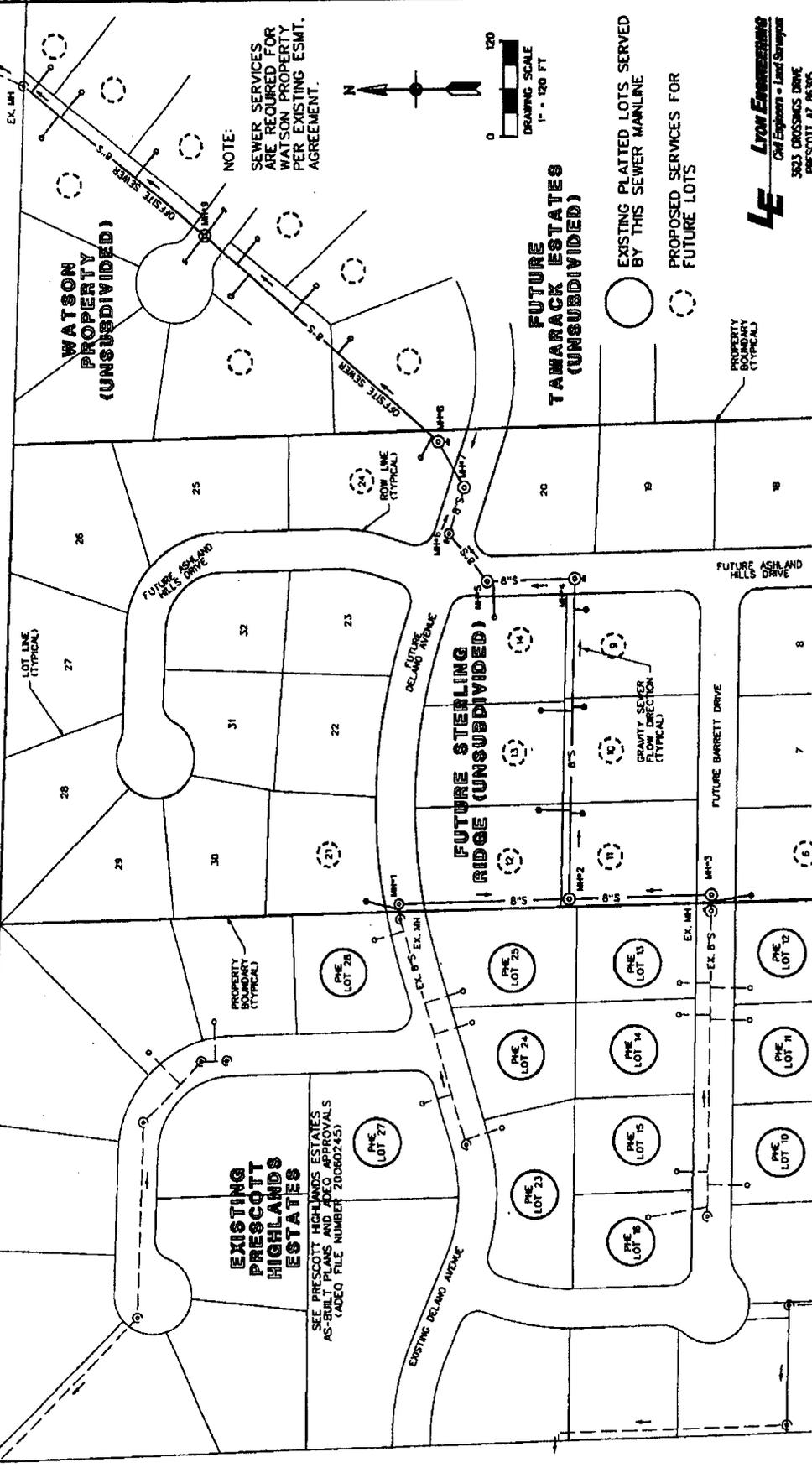
AVE

BLOSSOM

DANCING STAR INV

SEWER OVERVIEW MAP

**EXISTING ESTATES UNIT 1
AT PRESCOTT LAKES**



EXISTING PRESOTT HIGHLANDS ESTATES

SEE PRESCOTT HIGHLANDS ESTATES AS-BUILT PLANS AND ADO APPROVALS (ADEC FILE NUMBER 20060245)

NOTE:
SEWER SERVICES ARE REQUIRED FOR WATSON PROPERTY PER EXISTING ESMT. AGREEMENT.

FUTURE ESTATES TAMARACK ESTATES (UNSUBDIVIDED)

EXISTING PLATTED LOTS SERVED BY THIS SEWER MAINLINE
PROPOSED SERVICES FOR FUTURE LOTS



LEM ENGINEERING
Civil Engineers - Land Surveyors
3523 CROSSINGS DRIVE
PRESCOTT, AZ 86305
(928) 776-1750

COUNCIL AGENDA MEMO – April 26, 2011

IV-N

DEPARTMENT: Public Works

AGENDA ITEM: Approval of a professional services agreement with Waterworks Engineers for engineering services for the Airport Water Reclamation Facility, Phase I Expansion and ancillary services for the Sundog Water Reclamation Facility in an amount not to exceed \$5,350,180.00.

Approved By:

Date:

Department Head: Mark Nietupski, Public Works Director	April 18, 2011
Finance Director: Mark Woodfill	
City Manager: Craig McConnell 	4-19-11

Item Summary

This item is for approval of a professional services agreement with Waterworks Engineers to provide final design and construction administration services for the Airport Water Reclamation Facility (WRF) Expansion, Phase 1. This engineering services contract will provide for wastewater treatment facility improvements resulting in treatment capacity of 3.75 MGD recommended for this phase at the Airport WRF. Various planning and engineering services are also included pertaining to the Sundog WRF as detailed hereinafter.

Background

The Airport Water Reclamation Facility (WRF) was constructed in 1965 and designed to treat 0.4 Million Gallons per Day (MGD) of wastewater. In 1978, the Airport WRF was upgraded to a treatment capacity of 0.75 MGD and included the addition of two oxidation ditches to provide a higher level of treatment. The most recent Airport WRF expansion was completed in 1998 with a design capacity of 2.2-MGD (See Exhibit D – Existing WRF Process Schematic).

On April 14, 2009, the City contracted with Black and Veatch to complete the Sundog Wastewater Treatment Plant (WWTP) and Airport Water Reclamation Facility (WRF) Capacity and Technology Master Plans (Master Plan). On September 28, 2010, the recommendations of the Master Plan were presented to Council in a work session. Part of that study revealed that wastewater parameters of Biochemical Oxygen Demand and Total Suspended Solids at both treatment plants have nearly tripled since the most recent upgrade at Airport (1998) and Sundog (1990). The increase in strength of aforementioned has effectively reduced the treatment capacity at the Airport WRF from 2.2 MGD to 1.2 MGD.

The average daily hydraulic flow to the Airport plant is 1.1 MGD; therefore a plant expansion is urgently needed and necessary to handle existing committed capacities and provide additional wastewater treatment capacity for future growth in this service area.

Agenda Item: Approval of a professional services contract with Waterworks Engineers for engineering services for the Airport Water Reclamation Facility Expansion, Phase 1 Expansion and ancillary services for the Sundog Water Reclamation Facility in an amount not to exceed \$5,350,180.00

Treatment capacity at Sundog has been reduced from 1989 design capacity of 6.0 MGD to 3 MGD. The average daily hydraulic flow at Sundog is 2.58 MGD.

Three phases are recommended for the Airport WRF expansion from the Master Plan. However, flexibility remains in sizing future phases. 9.6-MGD is the calculated capacity required at build-out (Airport service area) based on the City's adopted General Plan.

Scope of Services and Fee

A detailed scope of services with fees is attached; a brief summary follows.

- Task Series 1000 Project Management
- Task Series 2000 Off-Site Facility Conceptual Design
- Task Series 3000 Airport WRF - Design T
- Task Series 4000 Airport WRF - Post Design Construction Services
- Task Series 5000 Special Services (Allowances)
- Task Series 6000 Sundog WWTP Nitrification/De-nitrification Improvements

Project Management, Design and Permitting	\$2,654,336.00
Construction Phase Services	\$1,808,912.00
Planning	\$ 400,412.00
Sundog Denitrification	\$ 36,520.00
Owner's Contingency	<u>\$ 450,000.00</u>
Total	\$5,350,180.00

In addition to the Design Services and Construction Support Services for the Airport WRF Phase 1 Expansion, the proposed scope of work also includes planning efforts for a centralized facility scenario. The Master Plan concluded that a future centralized option (one future regional facility) could provide a more cost effective option for wastewater treatment in comparison to decentralized (two existing facilities). The Consultant will provide the City with a stand alone document that includes the various components and activities required for the potential conversion of the system from a decentralized to centralized system. Additionally the proposed Airport WRF Expansion will impact one of the City's recharge basins; the Consultant will confirm the current available recharge capacity and provide planning for future recharge capacity of the remaining basins. The Task Item will include timelines, costs and operational implications expected from each of the following components:

Agenda Item: Approval of a professional services contract with Waterworks Engineers for engineering services for the Airport Water Reclamation Facility Expansion, Phase 1 Expansion and ancillary services for the Sundog Water Reclamation Facility in an amount not to exceed \$5,350,180.00

- Sundog WWTP Modifications
- Collection System Modifications
- Flow Monitoring for Infiltration
- Effluent Water System
- Other Future Facilities/Easements
- Hassayampa WRF Operational Optimization
- Effluent Management/Recharge Facilities
- Fats, Oils, and Grease Facility Planning

Sundog Nitrification/De-nitrification Improvements

One of the recommendations from the Master Plan was to improve the nitrification/de-nitrification process at the existing Sundog Facility. Based on the Master Plan recommendations, the Engineer will complete process modeling and engineering evaluations in order to define the improvements needed in the nitrification/de-nitrification process. The evaluation will include contract drawings, specifications and cost estimates to complete the improvements. The consultant will also assist City staff with obtaining Arizona Department of Environmental Quality Aquifer Protection Permit modifications required for the proposed Sundog Facility modifications.

The table below illustrates representative costs incurred by other municipalities with percentages broken out for similar wastewater treatment facilities delivered via the Construction Manager at Risk (CMAR) method.

Waterworks Engineers has teamed with Carollo Engineering, and Heerup Engineering Phoenix and the local engineering firms of Lyon Engineering, Civiltec, and Southwest Groundwater as sub-consultants to assist in development of the project.

Project Jurisdiction	Year Completed	Firm	Project Cost	Design Cost	% Design	CM Cost	% CM
Prescott	2014	Waterworks	\$41,600,000	\$2,654,336	6.4	\$1,808,912	4.4
						\$450,000	1.1
Avondale	2007	DSWA	\$42,678,935	\$3,240,000	7.6	\$3,019,000	7.5
Chandler	2009	Carollo	\$70,866,675	\$5,394,788	7.6	\$5,986,880	8.4
Lake Havasu	2007	Wilson	\$27,900,00	\$2,085,068	7.5	\$1,927,118	6.9
Pima County	2005	Malcolm- Pirnie	\$46,000,000	\$3,461,335	7.5	\$2,308,421	5.0
Tempe	2005	Wilson	\$39,700,000	\$2,500,000	6.3	\$1,800,000	4.5

Agenda Item: Approval of a professional services contract with Waterworks Engineers for engineering services for the Airport Water Reclamation Facility Expansion, Phase 1 Expansion and ancillary services for the Sundog Water Reclamation Facility in an amount not to exceed \$5,350,180.00

NOTE: * - \$41.6M estimate is based on the conceptual cost estimate from the Master Plan, which includes engineering, construction, administration, and inspection costs.

Procurement

On December 2, 2010, the City received seven (7) proposals for this publicly advertised engineering project. Pursuant to professional services selection procedures, staff ranked the individual firms based on their Statements of Qualifications, and then interviewed the top ranked three firms to determine the final ranking. Waterworks Engineers was the firm selected for the Airport WRF Expansion project. Subsequently, a scope of services was developed and the fee negotiated.

Schedule

The following schedule provides anticipated milestones for design and construction efforts for the Airport WRF Phase 1 Expansion pending award of a contract:

NTP of Engineering Design Services and Construction Support	May 2, 2011
RSOQ for Construction Manager at Risk	May 15, 2011
Selection of Construction Manager at Risk	August, 2011
Start Construction	July, 2012
Complete Construction	July, 2014

The Sundog Plant improvements will be fast tracked and completed within four months.

Budget

FY 11 thru FY 14 funding to cover this agreement and future construction in the amount of \$41,600,000 is available from the Wastewater Fund Account 727810-09578. Water Infrastructure Financing Authority of Arizona (WIFA) will provide financing for the project.

Attachment	Scope of Work	Exhibit A
	Fee Proposal	Exhibit B
	Vicinity Map	Exhibit C
	Plant Schematics	Exhibit D
	Project Schedule	Exhibit E

Recommended Action: **MOVE** to approve a professional services agreement with Waterworks Engineers for the Airport Water Reclamation Facility, Phase 1 Expansion and ancillary services for the Sundog Water Reclamation Facility in an amount not to exceed \$5,350,180.00.

EXHIBIT 'A'

April 4, 2011

CITY OF PRESCOTT
Everybody's Hometown

**Airport Water
Reclamation Facility**
EXPANSION phase 1

CIP11-009



Scope of Work



WATERWORKS
ENGINEERS

In Association With

carollo
Engineers...Working Wonders with Water®

LE Lyon Engineering, Inc.

CIVILTEC
engineering inc.



Airport Water Reclamation Facility Expansion
Phase 1
City Project No. CIP11-009
Scope of Work
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**Airport Water Reclamation Facility Expansion
Phase 1
City Project No. CIP11-009**

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Overview

Design services for the City of Prescott (City) Airport Water Reclamation Facility Phase 1 Expansion Project (Project) will be performed by a consultant team led by Water Works Engineers (Engineer).

The scope of work associated with this project is based on a series of tasks as follows:

- Basic Services
 - Task Series 1000, Project Management
 - Task Series 2000, Off Site Facilities Conceptual Design
 - Task Series 3000, Airport Water Reclamation Facility Design
 - Task Series 4000, Airport Water Reclamation Facility - Post Design Engineering Support
- Special Services
 - Task Series 5000, Special Services
- Sundog WWTP Nitrification DeNitrification (NdeN)
 - Task Series 6000, Sundog Nitrification DeNitrification (NdeN) Design

Tasks and requirements set forth in this Scope of Work have been generally defined by the following major elements:

- Airport Water Reclamation Facility Expansion design
 - Analyze and confirm influent wastewater flows and loadings
 - Develop equalization options possibly using existing basins with piping and structural modifications
 - Develop an expansion/phasing plan for all phases ranging from 3.75 to 15 mgd treatment capacity
 - Design of a 3.75 mgd water reclamation facility (Phase I) - The proposed process units are anticipated to include the following facilities:
 - Influent Pump Station – It is expected that the plant hydraulics will allow the flow from the main trunk line to flow by gravity. The flow reaching the plant site from the northern part of the plant service area may require the addition of a lift station
 - Preliminary Treatment / Headworks – screening facilities and grit removal facilities. This project will evaluate the various equipment options available for grit removal. The headworks area may include a building to house the process equipment and a separate area to enclose the electrical gear. A connection for a remote operator station will be included. The headworks facilities will be equipped with odor control under Phase 1
 - Planning for the future addition of primary sedimentation facilities (not anticipated to be needed under Phase I)
 - Secondary treatment including aeration basins, secondary clarifiers, aeration system, Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) facilities
 - Tertiary Filtration facilities based on a disc filter, cloth media technology

- Disinfection facilities (This project will include the evaluation of chlorine versus UV and develop a design for the selected technology)
- Effluent pumping and disposal improvements to reuse and additional recharge facilities if required
- Solids dewatering. Evaluate the available dewatering technologies and develop an implementation plan for Phase 1 (including construction documents) and future phases
- Equalization facilities
- Planning for future digestion facilities
- Planning for FOG receiving facilities
- Support electrical and control systems
- Supervisory Control and Data Acquisition System (SCADA)
- Operations/maintenance building that consists of operations, laboratory and maintenance facilities. The building will also be programmed for future expansion as a Central Treatment Operations Facility
- Electrical and blower building
- Other support systems including plant potable and non-potable water systems, and hot water and cold water loops for future solids handling facilities
- Planning for future odor control facilities for the primary sedimentation basins, aeration basins, clarifiers and solids facilities as needed in coordination with noise and odor easement status to comply with the BADCT requirements under the 1000 ft and 350 ft scenarios
- Decommissioning of existing Airport WWTP facilities/basins as required
- Permitting tasks will include developing applications, supporting documentation, coordination and obtaining the following permits (permit fees will be paid by the City directly):
 - ADEQ/NACOG Section 208 (Regional Water Quality Program) update
 - ADEQ Aquifer Protection Permit (APP) Significant Amendment (to include clean closure applications as needed)
 - ADWR Underground Storage Facility (USF) permit update
 - ADEQ Air quality permit
 - Local Building Permits
 - Coordination with Flood control projects
 - NPDES (Storm Water)
- Airport Water Reclamation Facility Expansion construction administration
 - Provide CMAR support services as needed
 - Provide engineering support during construction
 - Coordination of construction with regulators, utilities and operations
 - Communication facilitation and documentation
 - Field inspection
 - Special inspection
 - Startup and commissioning assistance
 - Warranty phase assistance
 - Electronic Operation and Maintenance Manual including SOPs and block of instructions

- Off – Site Utilities Planning which will address the following:
 - Centralized versus decentralized evaluation
 - Collection system analysis to identify facilities and pipelines that need to be modified to accommodate the centralized option
 - Effluent conveyance facilities analysis that need to be modified to accommodate the centralized option
 - Phased infrastructure modifications
 - Infiltration and Inflow Analysis of collection system

- Fat, Oil and Grease (FOG) Planning which will address the following:
 - Develop an overall plan and options for receiving facilities at Sundog WWTP (short-term) and Airport WRF (long-term)
 - Evaluate impact on proposed solids handling facilities
 - Identify potential beneficial uses

- Sundog Wastewater Treatment Plant Improvements
 - Evaluate secondary treatment process and propose improvements to enhance the nitrification/denitrification process
 - Develop construction documents including drawings and specifications that cover all disciplines and as required by the City
 - Other improvements as required by the City
 - ADEQ Aquifer Protection Permit modification(s) - "Other Amendment"

- Hassayampa WRF Optimization
 - Evaluate and document existing treatment and disposal operations
 - Evaluate impact on collection system and Sundog Plant
 - Provide recommendations to the City regarding HWRF operation
 - Develop draft Memo of Understanding between City and WRF operations that address discharge quantities, timing, rate and strength

The firms involved in this project are listed below with their respective disciplines:

Firm	Services/Disciplines
Water Works Engineers	Prime Engineer, Project Management, Process, Site Design, Civil Design, Mechanical Design, Permitting, Construction Administration
Carollo Engineers	Process support, Mechanical, Structural, Architectural, Electrical/I&C Design, Construction Administration
Heerup Engineering	Resident Engineer and Construction Administration
Stroh Architecture, Inc.	Review of Architectural Concepts
Lyon Engineering (Project Office)	Off-Site Utilities, Flood Control, Site grading and access design, Surveying, Construction Inspection



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	(Allowance)
Civiltech Engineering	Recharge Analysis, Recharge Facilities Master Planning, Construction Inspection (Allowance)
Southwest Ground-water Consultants	Hydrogeology
Ninyo and Moore	Geotechnical Analyses, Material Testing
Engineering & Testing Consultants	Material Testing

The Engineer will be responsible for providing the work to meet the latest City of Prescott Design Standards. The engineer will also comply with the following standards:

- The latest Maricopa and Yavapai Association of Governments (MAG and YAG) Standard Specifications and Details
- The latest City of Prescott MAG and YAG Supplemental Specifications and Supplemental Standard Details and City of Prescott Standard Details.
- The latest City of Prescott Design Standards and Policy Manual
- All applicable international and national building codes along with the City amendments as adopted by ordinance
- The latest standards by WEF, AWWA, NSF, ACI, ASTM, ASCE, and other nationally recognized standards as applicable
- Other applicable specifications and details required by a governmental agency or utility company

The City's intent is to have the project completed in 36 months including design, permitting, construction, and startup/commissioning.

The City intends to use the Construction Manager at Risk (CMAR) delivery method for this project. The City, CMAR and Engineer will commit, at all times, to cooperate, coordinate, collaborate and communicate fully with each other and with others involved in the Project, to proceed on the basis of trust, confidence, and good faith, and use their best skill and effort in their activities on the Project.

A document titled "DESIGN PROFESSIONAL - CONSTRUCTION MANAGER AT RISK PROVISIONS" was provided by the City and is intended to define the general relationship of the parties and their respective roles and responsibilities during the Project. These Provisions are intended to complement the Engineer (referred to as Design Professional (DP) in the document) and Construction Manager at Risk (CMAR) Contracts and all attachments, appendices and exhibits thereto, and are an integral and binding part of both the Engineer and CMAR Contracts. Specific and additional requirements for the Engineer and CMAR are contained in their respective Contract Documents.

In case the City decides to abandon the CMAR process and resort to the Design Bid Build or other delivery method, the Engineer will collaborate with the City to facilitate the project



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execution as indicated in the "DESIGN PROFESSIONAL - CONSTRUCTION MANAGER AT RISK PROVISIONS" document.

The City will provide the following to the consultant:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.
- Furnish personnel, equipment, and associated costs for all piloting, sampling, and analysis requested by the Engineer and approved by the City (if required).
- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the existing sewers and treatment facilities. The Engineer shall verify as-builts and previous design assumptions.
- Furnish access to construction project files and copies of pertinent data as determined by the City.
- Obtain all easements, and rights-of-way, as may be needed. The Engineer will provide the required support surveys, legal descriptions and other documentation as necessary.
- Furnish information regarding City's utilities (existing and/or proposed) near the plant site.
- Furnish available information regarding proposed industrial wastewater discharges, including estimated average and peak flows, location of discharge point, and estimated wastewater characteristics.
- Furnish copy of previous soils reports (as available).
- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified on the Project Schedule.
- Pay directly all applicable agency review fees for code reviews, local permit, and all other relevant permit application fees.
- Authorize Engineer to discuss project details with and obtain information from power company (APS). Authorization will not include decision-making by Engineer.
- Furnish standard specifications for security and fire alarm systems, if available.

Basic Services

Task Series 1000 Project Management

Task 1100 General

Under this task the Engineer shall perform general project management and administration tasks. This category is limited to senior management oversight tasks that will consist of allocating proper resources to the project and confirm project direction. Additionally, this task will include project tracking.

The Engineer will monitor and track the project budget, schedule and quality to ensure that all deadlines are met, that the project budget is not exceeded and that the City receives a Project that meets their expectations and requirements. The Engineer will coordinate with the project team to monitor and address items as associated with the project schedule, project budget, issues of concern and QA/QC.

Task 1200 Meetings

The Engineer will prepare and distribute a written summary and results of these meetings to the City, CMAR and Project subconsultants. Action items and decisions shall be clearly identified in the minutes and summarized in logs that are updated monthly.

Subtask 1210 Kickoff Meeting

The Project Team will conduct a project kick-off meeting with the City and its representatives as well as project stakeholders. The purpose of this meeting will be as follows:

- Introduce the Project Team
- Review the project Scope of Work
- Review the Project Schedule to include project milestones
- Identify City contacts
- Establish communication protocol and project procedures
- Develop a project meeting schedule

Deliverable: Meeting Summary Notes, Action Item List and Decisions List

Subtask 1220 Design Phase Coordination and Workshop Meetings

The Project Team will conduct coordination and workshop meetings with the City to address technical, coordination and administrative issues related to the project. These meetings will also be used to conduct technical workshops, design submittal meetings, design review meetings, and project management meetings. The meetings are scheduled to take place over a period of 14 months, totaling a maximum of twenty four (24) meetings.

Deliverables: Meeting Notes, Action Item List and Decisions List

Subtask 1230 Submittal Review and Design Review Meetings

In addition to the project workshop meetings, the project team will conduct submittal and conflict resolution meetings at every design submittal (30%, 60%, 90%, 100%). These meetings will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous redline comments to ensure that the City comments are being addressed. The design review meetings will occur after the City has reviewed the submittals and will focus on making sure that the Engineer has a thorough understanding of the City's comments and intent.

Deliverables: Meeting Notes, Action Item List and Decisions List, copy of previous City's comments

Subtask 1240 Public Open House Meetings and Council Meetings

The Engineer will assist the City in organizing and conducting public meetings and council presentation meetings (two each) at the 30% and 90% design levels.

Deliverables: Presentation Material, Meeting Notes

Task 1300 Management of Subconsultants

The Engineer shall manage the services of the firms providing services for the completion of this project. The Engineer shall review and monitor the progress of the services being performed, prepare subconsultant agreements, determine correctness of partial payment requests, and process payment requests.

The Engineer will also ensure timely and completeness of subconsultants work and submittals relative to project milestones. The Engineer will be responsible for QA/QC of all subconsultants submittals.

Task Series 2000 Off-Site Facilities Conceptual Design

Task 2100 Centralized Facilities Scenario

As a scope item for this project, the City's intent is to develop a strategy that allows the highest level of flexibility regarding the Centralized versus Decentralized concepts. The Master Plan has concluded that the Centralized option is a more cost effective option in comparison to Decentralized. This task will build on the Master Plan findings and provide a more detailed analysis of the required facilities needed to support a centralized plant and develop associated costs.

The Engineer will provide the City with a stand alone "Road Map" document that includes the various components and activities required for the potential conversion of the system from a Decentralized to a Centralized system. The Road Map will include timelines, costs and operational implications expected for each component. The main areas expected to be impacted by the potential conversion to the Centralized option are discussed in the following subtasks.

Subtask 2110 Sundog WWTP Modifications

Under the Centralized concept, the Sundog Facility will be converted from a wastewater treatment plant to a lift station. The Sundog site may also include screening and grit removal, odor control, flow equalization and other support facilities.

The Engineer will develop conceptual designs for these various components including process modeling and equipment sizing, site plan layouts and other details necessary to develop a budgetary cost that will be included in the Road Map.

Deliverable: Section in Centralized Concept Road Map including site plan, process, equipment and structural sizing and construction cost estimates.

Subtask 2120 Collection System

This task will identify the modifications needed in the collection system to accomplish the potential conversion to a centralized system. This will include conveyance options between the two plants that would be required for potential centralized treatment conversion. The Engineer will develop conceptual designs for the various pump stations and gravity lines in order to develop budgetary costs that will be included in the Road Map. As a minimum the Engineer will evaluate the following alternatives:

- Potential use of the new 24" gravity pipeline along the Dells and coordinate with the equalization options at Sundog WWTP
- The Willow Lake Lift Station currently discharges into the Prescott Lake Regional Lift Station. Potential modifications at the Willow Lake Lift Station is to reroute flows directly to the Airport WRF via an existing gravity line serving Rifle Ranch
- The gravity pipeline serving the Willow Lake Lift Station is planned to be upsized. This may allow the potential of diverting Forest Trail wastewater flow into the Willow Lake Lift Station

- Yavapai Hills wastewater flows are currently pumped to a gravity line that discharges into the Sundog WWTP. This could be modified by diverting the flows to the Airport WR
- Miscellaneous improvements at various lift stations to equalize flow pumping and improve reliability. This may include adding VFDs or expanding wetwells.

Deliverable: Section in Centralized Concept Road Map, site plan(s), preliminary equipment and structural sizing and construction cost estimates.

Subtask 2130 Flow Monitoring

The Engineer will also develop specifications and details for mobile flow monitoring stations that will assist the City in locating high infiltration and inflow segments in the collection system. The Engineer will assist the City in developing strategies for flow monitoring locations, schedules, and managing data.

Deliverable: Map showing locations of flow monitoring units. Specifications and details for flow monitoring units. Flow monitoring schedule.

Subtask 2140 Effluent Water System

This task will identify the modifications needed in the effluent conveyance system to accomplish the conversion to a centralized system. The Engineer will develop conceptual designs for the various pump stations and pipelines in order to develop budgetary costs that will be included in the Road Map. This analysis will document the hydraulic analysis, flowrates analyzed, conceptual pipe alignments, pump stations including sizing and costs.

Deliverable: Section in Centralized Concept Road Map including site plan, equipment and structural sizing and construction cost estimates.

Subtask 2150 Other Facilities

The Engineer will identify and quantify other facilities such as the off-site utilities, control systems and other support systems that may be impacted by the Centralized concept. The pertinent agencies (utility companies, city departments, etc.) will be identified and cost estimates developed and included in the "Road Map" document. This task will also identify potential real estate requirements or constraints for conceptual pipe alignments, pump stations, etc..

Coordination with existing utility providers will also be conducted to identify potential conflicts and begin coordination of relocation of other utilities as needed.

Deliverable: Section in Centralized Concept Road Map.

Subtask 2160 Centralized Concept Road Map

The Engineer will compile the sections and analyses performed in the previous tasks in a standalone document that will be used as a Road Map to implement the Centralized Concept.

Task 2200 Hassayampa WRF (HWRF) Operational Optimization

The HWRF is a facility that is operated by a private operator and discharges waste activated sludge and other side streams into the City's collection system that is served by the Sundog WWTP. These discharges have impacted the maintenance activities related to the collection system and impacted the Sundog WWTP treatment performance.

Under this task, the Engineer will evaluate the HWRF current operation and develop a framework that regulates the discharge quantities, strength, timing and rate of discharge. The framework will be the basis of a collaborative agreement between the City and HWRF management and operations. The agreement will be developed by the Engineer for City review and execution with the HWRF management and operation. At a minimum, the agreement will identify contact names and discharge constraints and develop communication and coordination protocols. The Engineer will also address the impact of the HWRF on the centralized option and include it in Task 2200.

Deliverables: Technical Memorandum/Framework Document, Agreement

Task 2300 Effluent Management / Recharge Facilities

The Airport WRF is located adjacent to the City recharge basins that are used to recharge surface water and effluent water produced by both the Sundog WWTP, and the existing Airport WWTP. These basins are currently permitted for 6 mgd capacity. The proposed expansion and future phases are planned to be located at the current location of recharge basin no. 8. The basin is selected for possible expansion of the Airport WRF based on its poor recharge performance.

The Engineer will perform the following tasks to confirm current available recharge capacity and provide planning for future recharge capacity for the remaining basins. This task will also provide documentation needed for the APP Permit application.

Subtask 2310 Data Assembly and Evaluation

The Engineer will compile historical information and data related to the recharge basins, and analyze them in order to confirm the recharge capacity for this facility excluding the basin used for plant expansion. The Engineer will collect, review and evaluate the data and assess its relevance and summarize the results of this work. The data review will include:

- Detailed review of APP and USF agency files
- Well Logs for facility and nearby wells
- ADWR Regional model
- City of Prescott data for basin flow quantities, evaporation measurements, basin maintenance, Recharge mound analysis model, Granite Creek and Willow Creek surface water flows and monitoring well water level data
- Map with monitoring well locations

Based on available information, the Engineer will develop a "rerating" of the recharge facility relative to the previous recharge permit documentation. Other recommendations will include the following:

- Evaluate potential operational improvements to increase capacity of existing basins such as rotation of basins, dry/wet cycles, frequency of dredging and other potential options
- Project the maximum infiltration capacity for existing basins. Determine capacity reduction due to elimination of Basin 8 and other potential reductions due to this project
- Identify additional capacity required for this project and future upgrades

Subtask 2320 Planning for Long Term Reuse Users and Recharge Facilities

This task will identify current effluent users and potential future users in order to better quantify the effluent available for recharge. This Task will also focus on evaluating the various recharge technology that can be potentially used for future flows. Recharge technologies could include additional recharge basins, linear recharge, vadose zone wells, direct recharge wells and other options.

Under this task, the Engineer will also identify locations that could be used for future recharge and reuse capacities. For the Airport WRF Phase 2 Expansion (Plant capacity at 7.5 mgd), the Engineer will clearly define the recharge technology and location of the needed facilities. Two alternatives will be defined for recharge facilities needed for subsequent phases (Phase 3 to ultimate) including linear recharge and wells or basins.

Subtask 2330 Recharge Facilities Conceptual Design Development

The Engineer will develop a conceptual design and site plans for the proposed recharge facilities and document the analysis in a technical memorandum. The design associated with the recharge facilities needed for Phases 1 and 2 will depict a higher level of details compared to the design needed for subsequent phases as described under Task 3150.

Deliverable: Technical Memorandum and exhibits detailing the recharge facilities phasing.

Task 2400 Fat, Oil, and Grease (FOG) Facilities Planning

The City is in the process of implementing a pre-treatment program and has the capability to receive FOG at the Sundog Plant. This task will coordinate with the pre-treatment implementation team, evaluate the existing Sundog FOG facilities, and plan FOG facilities at the new Airport WRF as described below.

Subtask 2410 Facilities at the Sundog WWTP

The Engineer will develop conceptual design for the FOG receiving and handling facilities including storage, heating and circulation facilities. The Engineer will establish a treatment benchmark for FOG to define the additional treatment costs (e.g., aeration cost, increased gas production, etc) and compare this cost to the additional operation and maintenance costs generated in the collection system by FOG. This analysis will also include the value of the FOG

beneficial use. This analysis will be documented in the Preliminary Design Report described below.

Subtask 2420 Coordination with Pre-Treatment Plan Implementation Project

The Engineer will coordinate with the Pre-Treatment implementation team (City staff and other consultants) in order to ensure that the Pre-Treatment project recommendations are captured in the design of the FOG and solids facilities where applicable.

Deliverable: Technical Memorandum and exhibits showing FOG planning, implementation, and potential design (as predicated by the City).

Task Series 3000 Airport Water Reclamation Facility Design

Task 3100 Conceptual Design

The conceptual design tasks will include process evaluation, equipment selection, and alternative analyses.

Subtask 3110 Data Analysis

The Engineer will compile plant influent strength and flow data to confirm the expansion design parameters including flow, BOD, TSS, NH₃, VSS and other critical parameters such as BOD fractionation, RBCOD, phosphorous and TKN. This analysis will also estimate the monthly, hourly, and instantaneous flow peaking factors.

Subtask 3120 Flow Equalization

The Engineer will analyze the flow data and evaluate various flow equalization options including the use of existing facilities. This evaluation will include determining the location of the equalization facilities (influent equalization versus secondary equalization) conceptual costs and the impact of equalization on future phases.

Subtask 3130 Technology Selection

This task will include evaluating the process units listed below. The evaluation will consist of monetary versus non-monetary criteria including operability, redundancy, reliability maintainability and expandability.

Task Detail 3131 Influent Lift Station

This task will plan and design a central influent pump station that will serve the entire influent flow or a lift station that will serve the portion of the flow conveyed to the site from the northern segment of the plant service area. This lift station could be located at the northwest corner of the site, in the vicinity of the existing headworks.

Task Detail 3132 Preliminary Treatment (Headworks)

This task will consider various screening and grit removal technologies as selected with the City.

Task Detail 3133 Disinfection

This task will compare UV versus chlorine. The comparison will address chlorine gas feed and on-site generation systems. The UV system evaluation will be limited to Low Pressure High Output Technology.

Task Detail 3134 Solids Dewatering

The Engineer will compare various solids dewatering technologies that may be located in the existing dewatering building or future facilities. The analysis will also compare the benefit of higher polymer usage to produce higher percent solids versus savings achieved in sludge hauling.

Subtask 3140 Design Development

This task will focus on developing the site plan options, hydraulic profiles and off-site utilities to address Phase 1 expansion as well as scalability of future phases. The planning will incorporate future facilities such as primary sedimentation, FOG facilities, digestion, advanced oxidation (post tertiary treatment, endocrine disruptors) and other plausible process units.

Task Detail 3141 Phase 1 Site Planning

The Engineer will develop options for the site planning taking into consideration the parcel that may be recovered from the flood zone. Phase 1 plan will address future process units as discussed above. The Engineer will discuss and develop the site planning in an interactive workshop setting and present layout options for the City to review and approve.

The Engineer will also address off-site utilities including electrical power, telephone services, water supply, and natural gas that are intended to serve the WRF for both this expansion and for future phases. The Engineer will determine Phase 1 requirements and plan the system to be expandable for future phases. It may be necessary that some of the Phase 1 systems will need to be sized to handle Phases 2 and 3 expansions.

The Engineer will also define and design site security features including perimeter fence, hardscape, site access (motorized gate with key pad entry), and provisions for future security monitoring systems including Closed Circuit Television Video (CCTV).

Task Detail 3142 Expansion Planning

The Engineer will develop a phasing plan that clearly delineates the process units needed for all future phases and identifies and plans all associated support facilities.

Subtask 3150 30% Preliminary Design Package

The following list presents an abbreviated summary of the preliminary design tasks

1. General
 - A. Hydraulic Profile

- The Engineer will develop a hydraulic profile that shows the minimum, average and peak hour scenarios for Phase 1 and future phases. The Plant profile will be developed to ensure that all future phases will adhere to the baseline profile.
- B. Process Schematic
The Engineer will develop process schematics for all the major systems.
2. Civil Design
- A. Site Drainage Evaluation and Planning
The Engineer will develop a site drainage plan reflecting the proposed improvements. Under this task, the Engineer will update the on-site detention of storm water runoff taking into consideration the proposed facilities.
- B. Site Plans
The Engineer will develop site plans taking into consideration site access, plant roads, yard piping grading and paving plans.
- C. Yard Piping Plans
The Engineer will develop preliminary Plans of major on-site piping and establish yard piping and major utility corridors.
- D. Grading and Paving Plans
The Engineer will develop grading and paving plans taking into consideration yard piping, parking lots, plant roads paving plan, cart paths, and flood control improvements.
3. Architectural Design
- A. Conceptual Design of Buildings
An architectural concept will be developed for the operations/maintenance facility, blower building, and other equipment and electrical buildings as required. This will include elevations, layouts, material of construction, color palette, etc.
- B. Preliminary Design of Buildings and Expansions
- i. Site Design indicating the location of the proposed buildings as required
 - ii. Floor Plans showing partitions, doors, windows and columns
 - iii. Roof Plans indicating pitch, drainage, mechanical equipment and hatches
 - iv. Elevations identifying heights, materials and colors
 - v. Sections showing roof and floor construction, ceiling heights and major duct spaces
 - vi. Building security and access control features (including keypads for select buildings)
- C. Renderings and graphics to be used in open house and council presentations
4. Structural Design
- A. The Engineer will prepare the structural design criteria for the project. The criteria will include general design loads, applicable building codes, design manuals and a geotechnical summary section. Special sections will be dedicated to concrete, masonry and metal design.
- B. The Engineer will develop the sizes of the tanks and thickness of the walls and framing systems for the buildings. The Engineer will also provide preliminary design of areas with special concerns and address any feasibility issues.
5. Process/Mechanical Design
- A. This task will summarize the technology selections developed during conceptual design and will more thoroughly define the design criteria. The facilities will be designed to approximately a 30 percent level. Included will be additional plan and section layouts of these facilities, equipment data sheets, updated hydraulics and equipment selection,

system control descriptions, updated interface/coordination required with new and existing facilities. This information will be described in the Preliminary Design Report. The following facilities will be included:

- i. Headworks
 - ii. Future Primary Sedimentation Facilities
 - iii. Secondary Treatment including aeration basins, clarifiers, aeration systems, return and wasting pump stations
 - iv. Filtration
 - v. Disinfection
 - vi. Solids Handling
 - vii. Reclaimed Water Pump Station
 - viii. Chemical Feed Facilities
 - ix. Plant Support Systems
 - x. Recharge Facilities
 - xi. Future Facilities
 - a. Advanced Oxidation
 - xii. Off-site utilities
 - xiii. Administration Building
6. Electrical System Planning
- A. Develop and Evaluate Electrical and Control System Alternatives
The Engineer will confirm electrical and control system philosophy related to the existing system. Instrumentation and control philosophy, sampling and analyzer requirements will also be summarized.
 - B. Perform a preliminary investigation of the power requirements for the anticipated equipment, confirm emergency and standby power requirements, and determine area lighting requirements.
 - C. Verify power availability for the area.
 - D. Verify and implement lightning suppression
 - E. The Engineer will develop preliminary electrical single line diagrams showing major equipment and method of providing power, determine estimated electrical equipment sizes for housing requirements and develop preliminary electrical load calculations. The design will include full standby generation capabilities and planning for future redundant ductbank. The design will address future requirements as well. Current & future standby requirements and interlocks will be considered when sizing the standby generator. Philosophy for future phases, distributed or consolidated power distribution and current or future installation of conduits will be developed under this task.
7. Instrumentation and Control System Design
- A. The instrumentation and control system design will be based on the Control System Standards developed under the Master Plan project.
 - B. Instrumentation System
 - i. The Engineer will develop process and instrumentation diagrams (P&IDs)
 - ii. The Engineer will develop a list of required instrument types, determine which areas require hazardous (NFPA 820), corrosive or other special specifications. The Engineer will also determine which instrument communications networks, or standard 4-20mA signaling will be used, develop a list of approved manufacturers for each instrument type, assist the City in development of equipment tag numbering

- system to be used in design and prepare a template to create Equipment Data Sheets in electronic format.
- iii. The Engineer will develop Instrument and Controls equipment spreadsheet, develop Process and Instrumentation diagrams, define Instrumentation communications networks (if required), implement Equipment Tag Numbering System, and maintain record of Equipment Data Sheets in electronic format.
 - iv. The Engineer will coordinate the power required for the security features including locks, intrusion alarms, cameras, and other devices.
- C. Control System
- i. The Engineer will outline what shall be controlled by the operators, and from where, review the City control system standards and/or recommend PLC, SCADA/HMI and/or DCS suppliers for hardware and commercial software.
 - ii. Develop Instrument and Controls equipment spreadsheet and add controls to P&IDs. Develop pumping strategies, and equipment requirements (including pumps) from a controls perspective, determine generally which pumps and other equipment will require VFDs. Provide preliminary specification of VFDs, including isolation and communications.
 - iii. SCADA Master Plan for water and wastewater
8. Constructability/Operability/Cost Review
- A. Constructability Review
- The Engineer will coordinate with the CMAR regarding constructability reviews. CMAR comments will be reviewed by the Engineer and discussed with the City and CMAR. The CMAR comments will be incorporated in a master comment log and will be tracked until all items are closed.
- B. Operability Review
- This task will include an evaluation of the detailed design documents from an operator's point of view. This review will include, but not be limited to, material selection, instrumentation, equipment control, equipment and instrument access, equipment selection, lighting, sampling access, building and ground access, and electrical power.
- C. CMAR Cost Model Review
- The Engineer will review the cost model developed by the CMAR. This will include a review of unit prices and quantities as well as equipment prices, rates, multipliers, labor and percentages. The cost model will be compared to the available budget and opportunities for cost reduction will be identified.
9. QA/QC Review
- A. The Engineer shall provide the services of a Quality Assurance/Quality Control review that will be led by Engineer by a Senior Engineer to review the Preliminary Design Report for technical merit and coordination. The Engineer and QA/QC lead will meet to review and resolve comments and suggested modifications to the Report.
10. Subsurface Investigation
- A. The Engineer will provide subsurface geotechnical investigations to assess subsurface stability and bearing capacities. This investigation will be documented in a geotechnical report that provides a liquidation analysis and identifies bearing capacities and footing recommendations.

The process for developing the basic design criteria for this project will include preparation of a Preliminary Design Package that includes a draft Preliminary Design Report (PDR), 30%

drawings, specifications outline, and probable construction cost estimate. This Report will investigate, analyze and establish the design parameters, criteria and concepts necessary for preparation of detailed plans and specifications. More specifically, this Report will define the process design, plant-wise flow rates, process unit operational requirements, power requirements, control strategies, and process reliability and redundancy. Where applicable, preliminary layouts of the equipment and facilities will be presented. The PDR will document the following information:

- i. Executive Summary
- ii. Basis of Design
- iii. Influent Flow Analysis
- iv. Treatment Objectives and Performance Goals
- v. Conceptual Facility Sizing Criteria and Preliminary Site Layout
- vi. Process Units Sizing and Design Development
- vii. Site Planning and Civil Site Layout
- viii. Drainage
- ix. Support Systems
- x. Recharge Facilities
- xi. Electrical System Planning
- xii. Instrumentation and Control System Planning
- xiii. Architectural Concept
- xiv. Structural, Constructability, Operability
- B. The PDR will discuss each facility as follows:
 - i. Introduction
 - ii. Process Description
 - iii. Equipment Sizing
 - iv. System Control
 - v. Special Construction and Operation Requirements and Constraints
 - vi. Consideration for Ultimate Capacity
 - vii. Process Layout and Process and Instrumentation Schematic
 - viii. Pre-purchase and/or Sole Source Equipment Procurement
 - ix. Estimate of Probable Construction Costs
11. Drawings
The Engineer will prepare and submit 30% construction drawings. The drawings will include a 3D model of the facilities in addition to plans and sections of all major process units. The 3D model will be made available for review as a 3D pdf that can be viewed with Adobe Acrobat Reader.
12. Outline Specifications
The Engineer will prepare and submit a specification outline.
13. Estimate of Probable Construction Cost
The Engineer will prepare and submit an estimate of probable cost for construction as part of the Preliminary Design Report.
14. Draft Report
Eight (8) copies of the Draft Preliminary Design Report will be submitted to the City. Following receipt of City comments, the Report will be finalized.
15. Final Report

- A. The Engineer will finalize the Preliminary Design Report incorporating, as appropriate, comments from the City. The Final Report will be issued at the completion of the detailed design phase in order to capture the changes made during the development of the construction documents. Eight (8) copies along with .pdf of the Final Preliminary Design Report will be submitted to the City.

Task 3200 Detailed Design

Subtask 3210 60% Design

The submittals are described in more details below.

Subtask 3220 90% Design

The submittals are described in more details below.

Subtask 3230 100% Design - Permit Set

The intent of the 60%, 90%, 100%, and For Construction stages of this project are to prepare a biddable set of Contract Documents based on the design concepts and criteria developed in the conceptual and 30% preliminary design tasks of this project. The Engineer will prepare final detailed plans and technical specifications in accordance with the 30% preliminary design. The 3D model will be expanded at every deliverable. The Engineer will utilize City technical specifications and standard details to the largest extent possible. The Engineer will develop preliminary technical specifications that follow the CSI Division 00 thru Division 16 (pre-95 versions) format. Div 00 will be developed based on the latest EJCDC documents and revised to accommodate the CMAR delivery method. These documents will be submitted to the City for review and comment at the 60, 90, and 100% percent completion stages of design. The 100% Design Documents will also be submitted to the review and regulatory agencies in order to acquire the necessary permits.

The 60%, 90% and 100% documents will also be submitted to the CMAR for his use for GMP development and constructability/value engineering reviews.

1. Drawings
 - A. General
 - B. Civil – Grading and Paving
 - C. Civil – Yard Piping
 - D. Architectural
 - E. Structural
 - F. Process Mechanical
 - G. Building Mechanical - HVAC/Plumbing
 - H. Electrical
 - I. Instrumentation and Control
2. Specifications
 - A. The Specifications will be based on EJCDC and CSI (Div 00 to 16 format) template as developed and/or accepted by the City.

- B. The Engineer will prepare Bidding and Contract Requirements (Division 0) in coordination with the City. The Engineer will perform any minor editing required and will add any special provisions as necessary. The City and Engineer will collaborate on Division 01 specifications. The Specifications will also include control descriptions to facilitate the programming work anticipated during the Construction Phase.
3. Estimate of Probable Construction Cost
 - A. The Engineer will update, refine and expand the cost 30% estimate at each submittal phase (60%, 90% and 100%) and will review the CMAR cost model and reconcile the differences between the two estimates. The Engineer will provide comments to the City and CMAR.
4. Constructability Review
 - A. CMAR and Engineer will, on a continuing basis, review and evaluate costs, constructability, schedule, and implications of alternative designs and systems and materials. The analysis shall include:
 - i. Review of the design for the use of practical cost-effective construction measures, procedures and scheduling.
 - ii. Review of required construction activities and their effect on existing equipment, process and operation.
 - iii. Review and coordination of construction details to minimize potential construction conflicts.The Engineer shall review the CMAR comments with the City and CMAR and incorporate the changes accepted by the City.
5. Construction Sequencing and Schedule
 - A. The Engineer will coordinate with the CMAR and review the construction schedule that will be updated at the 60%, 90% and 100% submittals to reflect all the construction sequencing and coordination issues.
6. Operability Review and Planning
 - A. The Engineer shall perform an operability analysis for the work identified between the 60 percent and 90 percent submittals. The operability analysis shall include development of a draft start-up and operability plan. This plan will be developed with input from the City's operation and maintenance staff.
 - B. This task will include an evaluation of detailed design documents from an operator's point of view. The operability analysis shall consist of reviewing the operations/commissioning planning and the impacts on the plans and specifications. This review will include, but not be limited to, material selection, instrumentation, equipment control, equipment and instrument access, equipment selection, lighting, sampling access, building and ground access, hose bibs, electrical outlets, foaming control (Nocardia) in aerations basins and electrical power.
7. Operations/Commissioning Planning
 - A. This task will include development of an overall plan for startup and testing, and initial operation of the facility that is consistent with the anticipated sequence of construction. The plan will include all mechanical, electrical, and instrumentation equipment.
8. Quality Assurance/Quality Control Review

The Engineer shall conduct technical and design reviews for the proposed improvements as follows:

- A. **Technical Reviews:** The Engineer shall provide the services of a team lead by a senior officer with expertise to conduct overall technical and design reviews of the project. Meetings shall be conducted at 60% and 90% to review the technical and design concepts of the project.
- B. **Detailed QA/QC Checks:** The Engineer shall perform detailed QA/QC checks of the plans and specifications for the work identified in Tasks 4100 Conceptual Design and 4200 Detailed Design at the 90 percent design phase. The detailed QA/QC checks shall include the following:
- i. Review and check of the plans and specifications for conformity with the Engineer's Wastewater Design Checklist.
 - ii. A coordination review and check of the plans with the specifications.
 - iii. A coordination check between the process/mechanical work with all specialty groups including electrical, instrumentation, structural, architectural, HVAC, and plumbing.
- C. **Discipline Coordination Review**
- i. In addition to the QA/QC reviews performed internally by each subconsultant, the Engineer shall perform an overall QA/QC review for the Plans and Specifications at the 60%, 90% and 100% submittals. The Engineer review will emphasize coordination between the disciplines to ensure that the City comments have been addressed. The Engineer and QA/QC lead will then meet to discuss review comments.

Deliverables:

Drawings:

60% Drawings: 3 true half size copies and pdf files including 3D models

90% Drawings: 3 true half size copies and pdf files including 3D models

100% Drawings: 3 true half size copies and pdf files including 3D models

For Construction: 1 full size bond set and electronic files in pdf and dwg or dgn formats.

Specifications:

60% Specifications: 3 hard copies and pdf files.

90% Specifications: 3 hard copies and pdf files.

100% Specifications: 3 hard copies and pdf files.

For Construction: 1 hard copy set and pdf files.

Subtask 3240 Final - For Construction Contract Documents

These documents will be finalized based on the comments received from the regulatory and permitting agencies. These documents will be delivered to the City as part of the approval and permit process.

Task 3300 Coordination with CMAR

The Engineer will coordinate with the CMAR throughout the design phases of the project. This coordination is based on a good faith effort, open communication and use of best effort to accomplish the common goal of building a successful, high quality project within the City's budget. The main coordination tasks will include the following:

- The Engineer will advise the City on selection of the CMAR, if requested by the City.

- The Engineer will participate in the evaluation of the CMAR pre-qualification of Subcontractor.
- The Engineer shall provide reasonable collaboration, cooperation, communication and coordination to CMAR in CMAR's development of its Construction Cost Estimates and its Guaranteed Maximum Price.
- The Engineer will copy the CMAR on all submittals, meeting minutes and all critical project correspondence.
- The Engineer shall provide reasonable assistance to CMAR in CMAR's preparation and modification of GMP Schedule, Schedule of Values, GMP Setting Drawings, Specifications, Assumptions and Clarifications, and the Critical Path Method CPM Schedule.
- The Engineer will review the proposed CPM Schedule prepared by CMAR and provide written comments to the City and CMAR. The Engineer shall also review and comment to CMAR and Owner regarding any proposed modifications to the CPM Schedule.
- The Engineer shall review the proposed Schedule of Values submitted by the CMAR and provide a written evaluation to the City. The Engineer shall also review and comment upon to CMAR and Owner any proposed modifications to the Schedule of Values.

Task 3400 Permitting

The Engineer will coordinate, obtain and prepare all the permits required for City signature with the exception of construction permits that will be acquired by the CMAR. The Engineer will need to coordinate with several City, County, and State agencies as well as private stake holders during the course of the project. The anticipated major coordination and permitting activities are identified in the succeeding sections. The anticipated project stakeholders and the project components requiring coordination are listed in the tabulation on the following page:

City of Prescott

Stakeholder	Project Component(s)
Building Review	Pre-Application Conference, Code Compliance, Building Permits
Fire Department	Hazardous Materials Management Plan (HMMP), Site Plan, Building Permit

Yavapai County

Stakeholder	Project Component(s)
Yavapai County/NACOG	ADEQ/NACOG 208 Program update

State of Arizona

Stakeholder	Project Component(s)
Arizona Department of Environmental Quality (ADEQ)	APP Permits, Reuse Permits, Air Quality Permit



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Arizona Department of Water Resources (ADWR)	Underground Storage Facilities (USF), Aquifer Storage and Recovery (ASR)
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United States

Stakeholder	Project Component(s)
Federal Emergency Management Agency (FEMA)	FIRM Update/Revisions
Federal Aviation Administration	Coordination with Airport Operations

Subtask 3410 208 Program

Task Detail 3411 NACOG 208 Consistency Review

The 208 Consistency Review Process is required by Section 303 of the Clean Water Act to ensure that the Airport WRF Expansion facilities will be consistent with existing Certified Regional Water Quality Management Plan (RQMP). A Consistency Review is required for facilities that are applying for NPDES, Wastewater Reuse, and Approval to Construct Permits. Such permits cannot be approved until the Consistency Review is completed. The Engineer will complete a draft Consistency Review Form for City review. The COP reviewed Consistency Review Form will be submitted for ADEQ Water Quality Planning Section review. The Engineer shall address ADEQ review comments at the direction of the City.

Subtask 3420 ADEQ - Aquifer Protection Permit (APP)

Task Detail 3421 Hydro-geological Evaluation

The Engineer will review existing data, identify hydrogeological issues for pre-application meeting, attend pre-application meeting and summarize work elements resulting from the meeting. The Engineer will collect additional data, if necessary, to determine aquifer properties, groundwater flow conditions, existing water quality, facility impact upon groundwater quality, and facility impacts upon groundwater flow. The Engineer will prepare hydrogeological characterization for permit application, conduct mounding analysis, analyze water quality impacts, and determine alert levels, prohibition limits, water quality monitoring, response requirements, closure strategies, and post closure strategies. This information will be used to update the APP, USF and reuse permits as stated below.

Task Detail 3422 APP Coordination

The Engineer will assist the City in updating the existing permit in light of the proposed expansion. The City and Engineer will review the existing permit.

The APP permitting approach is designed to meet the following critical requirements outlined in the current APP regulations: 1) Demonstrate that the best available demonstrated control technologies (BADCT) are being employed at the applicant facility, 2) Show that Aquifer Water Quality Standards, at a designated point of compliance, will not be violated as a result of discharge, and 3) Demonstrate the financial and technical capabilities of the APP applicant. In

addition APP permit work for the WRF is contingent on a Section 208 Plan consistency review described in this scope. The APP permit approach will consist of the following tasks:

- Develop Permitting Strategy: The Engineer will arrange for and facilitate a pre-application meeting with ADEQ to determine the information required for the APP amendment. The Engineer will participate in the meeting with ADEQ to negotiate the approval process of the APP and will assist in negotiating final approval of the APP for the WRF upon request from the City.
- The design team will meet with ADEQ at every submittal phase.
- Assist the City in developing and submitting a pre-application proposal of the amendment to ADEQ to obtain initial comments. Submit draft copies of the documents requested by the City for their comments. Use City comments to refine the final amendment.
- Attend other APP related meeting(s) (public hearing) if required and at the discretion of the City.
- Assist the City in responding to ADEQ technical review comments.

Subtask 3430 ADEQ Reuse Permits

The Engineer will assist the City in modifying the existing reuse permits as might be required as part of the expansion project.

Subtask 3440 ADEQ Air Quality Permit

The Engineer will assess emissions anticipated from the plant in light of the expansion. Using these estimates, the Engineer will determine whether ADEQ Title V, non-Title V or no air permitting program is applicable. The Engineer will provide this information to the City for review. Engineer will be responsible for developing the application package and coordinating with ADEQ.

Subtask 3450 ADWR Permits

The Engineer will assist the City in modifying the existing Underground Storage Facility permits that might be required for the remaining infiltration cells based on revised infiltration rates.

Subtask 3460 Building Permit Reviews

The City of Prescott Building Review division is expected to provide a code review and construction permits for the project. A meeting was held with the Building Review division on February 14, 2011 that identified the following:

- The Engineer will submit a site plan at 30% for approval. The site plan should depict property boundaries, access roads, site layout and building/structure profile
- A Special Use Permit will not be needed
- The Building Review division will perform a code review on the occupied buildings only including the operation/maintenance building, electrical buildings and blower/equipment buildings

- The Building Review division will not review the designs associated with the process units and process basins (i.e. aeration basins, clarifiers, digesters, etc.)

The Engineer will coordinate directly with the Building Review Department. The Engineer will attend a Pre-Application Conference and provide the required exhibits and support material to initiate the review process. The Engineer will also submit the construction documents for Building Review. The Engineer will revise the contract documents as necessary to incorporate the reviewers' comments. Building and Safety Coordination and review meetings will be conducted after the Preliminary Design Report is submitted and at the 90% design submittal stage.

Deliverables:

- Prepare and submit Preliminary Site Plan at the 30% stage, if required.
- Prepare 90% documents and submit to the department. Respond to questions and incorporate any comments into the documents.
- Assist the City in obtaining building permits, as required.

Subtask 3470 Hazardous Materials Management Plan (HMMP)

The Engineer will assist the City in updating the Hazardous Materials Management Plan (HMMP) for the proposed Airport WRF Expansion Project. The City will coordinate this effort with the Risk Management Plan and the Process Safety Management (PSM) Plan requirements.

A HMMP update will be required for this project because the Airport Expansion is expected to store specific hazardous materials that exceed threshold quantities listed in the Uniform Fire Code (UFC) or International Fire Code (IFC) depending on the City standard. According to Article 80 of the UFC, these threshold exceedences require the City to update the HMMP as part of the hazardous materials permit application process. The HMMP will be submitted to the Fire Department for review and approval before a hazardous materials permit can be issued.

Subtask 3480 Stormwater Permits

The Engineer will assist the City in preparing appropriate ADEQ NPDES Storm Water Permits for the Airport WRF Expansion. The Engineer will update the Facility Storm Water Pollution Prevention Plan (SWPPP) in light of the proposed improvements and submit a Notice of Intent (NOI) for a Multi-Sector General Permit (MSGP) and a NOI for a Construction General Permit. If needed, the Engineer will develop all required exhibits and reports for the construction phase SWPPP. The CMAR is responsible for all other Storm water permits and documents associated with the construction activities.

Task Detail 3481 SWPPP and NOI Submittal for Storm Water MSGP

The Storm Water Pollution Prevention Plan requirements are based on the Standard Industrial Code (SIC) for the site and the requirements listed in the MSGP for the operation of the facility.

The Engineer will update the SWPPP which shall include the following items per MSGP:

- Site plan.



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- Assessment of potential pollution sources and materials inventory.
- Preventive maintenance program to include facilities and address any sources of pollution.
- Spill prevention and response procedures to include facilities and address any sources of pollution.
- General storm water management practices to include facilities and address any sources of pollution.
- Employee training to address new sources of pollution.
- Record keeping to address any sources of pollution.

The Engineer will prepare a NOI for ADEQ submittal and Notice of Termination (NOT) final copies of the SWPPP for City use.

Task Series 4000 Airport Water Reclamation Facility - Post Design Engineering Support

The objective of engineering support during construction is to assure that construction of the Project is carried out in accordance with the intent of the design and the requirements of regulatory agencies, with a minimum of disruption to ongoing activities of the plant and other work. Secondly these efforts will have the goal of facilitating the construction to enable the Work to progress in an efficient and effective manner, while maintaining a supportive and collaborative working relationship among the parties.

The engineering support during construction to be performed by the Engineer consists of the following subtasks:

- Project Administration
- Project Coordination
- Project Meetings – construction progress and coordination
- Issue Resolution
- Respond to Requests for Information (RFIs)
- Submittal and Shop Drawing review
- Maintenance of Plant Operation (MOPO) review, coordination, and execution
- Record Drawings

As the Owner, the City will be the central point of contact for the Contractor and the Engineer. Instructions from City to the Contractor will normally be issued by the Engineer as agreed upon and approved by the City. In some cases instructions will be directly issued by the City to the Contractor.

Task 4100 Project Administration

The Engineer will provide administrative services to facilitate construction activities and communicate with the City regarding the construction progress. These tasks will include conducting regularly scheduled meetings, meeting notes, special coordination meetings, monitoring construction schedule, reviewing and certifying progress payments, construction photographs, reviewing Contractor's redline markup as-built drawings, coordination with Plant staff, other Engineer management and coordination, maintain records and reports of construction inspection and testing activities, and general document maintenance and management. The Engineer will maintain a log of all work items, including RFIs, submittals, alternates, claims, etc. If agreeable with the CMAR, the Engineer can consolidate his logs with the CMAR database software.

Subtask 4110 Conferences and Meetings

The Engineer will facilitate the meetings identified below. This consists of organizing the meetings, preparing agendas and handouts as required, organizing and leading the meetings, and preparing and distributing meeting notes as necessary. Other Project Team members will be requested to attend meetings as deemed necessary.

Meetings to be attended by the Engineer include:

- Construction Progress Meetings on a weekly basis (attended by key Project Team members)
- Work Coordination Meetings on an as-needed basis
- Issue and RFI Resolution Meetings on an as-needed basis

Subtask 4120 Project Coordination

Task Detail 4121 Coordination for Maintenance of Plant Operations (MOPO)

The Engineer will coordinate with City personnel and the Contractor to establish requirements for written Work Plans prior to construction work at major tie-ins, shutdowns, or other operations interruptions and interfaces. The Engineer will review Work Plans presented by the Contractor to verify that they include sufficient detail and appropriate provisions to provide continuity of service and operations during the work in accordance with the City requirements. The City and the Engineer Project Team will review and approve the Work Plans and will inspect the execution of these activities.

Task Detail 4122 System Integrator Coordination

The Engineer will coordinate with the Contractor and City's SCADA System expert and integrator to establish schedules to complete the programming and controls integration for the different phases of the work. The Engineer Project Team will also provide memoranda on the control descriptions for review by City and use by the Integrator.

Subtask 4130 Issue Resolution

Task Detail 4131 Interpretations and Clarifications

The Engineer will act as main point of contact and will be responsible for routing and maintaining records of Requests for Information (RFI). The Engineer will maintain a log of RFIs for monitoring the status and timeliness of responses. The Engineer Project Team will assist with the RFI response development in relation to their area of design responsibility with the Resident Engineer issuing the completed response to the Contractor and City. The Engineer will issue interpretations and clarifications of the requirements of the Contract Documents, as requested by the Contractor in an RFI or other format as deemed suitable by the City Construction Coordinator, to facilitate proper fabrication, construction, or installation of the work. The Engineer will render interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

Task Detail 4132 Changes and Claims Reviews

The Engineer will evaluate Contractor's claims to determine if they are justified under the Contract and will review Contractor's proposals for additional compensation and/or time relating to changes or claims. The Engineer will assist with the claim reviews as required. The Engineer will render interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

Subtask 4140 Submittal Reviews

The Engineer will review product data, shop drawings, samples, test results, operations and maintenance manuals, and other data that the Contractor is required to submit. Submittals will be transmitted, processed and filed electronically. The Engineer will be responsible to distribute the submittals to the appropriate Project Team members and consolidate the reviews of different members into a single review to the Contractor. Such review and approval or other action will not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor, or to safety precautions and programs incident thereto. The Engineer will consolidate comments for multidiscipline submittal reviews for issuance to the Contractor. The Engineer will maintain a submittal log for monitoring the status and timeliness of responses.

Task Detail 4141 Record Drawings

The Engineer will develop record drawings based on Contractor field notes and Contractor redlines. The drawings will be updated in CAD and delivered to the City as pdf, dwg or dgn and hard copies. The Engineer will submit three (3) full size sets, three half size sets, and three soft copy CDs to the City. A record drawing set will also be submitted to ADEQ and ADWR as part of the permitting process.

Task 4200 Inspection Services

The Engineer team will conduct routine daily inspections, and special inspections, and coordinate other required inspections, so as to ensure quality work and to prevent any delays to work progress and completion. The Engineer will perform the following:

Subtask 4210 Coordination

The Engineer will monitor construction activities and, in close coordination with the CMAR, will arrange for all testing and inspection to be conducted at the appropriate hold-points. This includes inspections by the Building Department, ADEQ, utilities, and others, as appropriate.

Copies of special inspection and testing reports, and of approved changes, will be maintained at the project site for review by the City Engineer and the building inspector.

Subtask 4220 Inspections and Tests

The Engineer will conduct field observations and tests and general and special inspection of the work in progress. The Resident Engineer will direct the inspection work and inform other team members when site visits, special inspections, or material testing is needed.

General inspection and field observations will be conducted daily, the Contractor will be informed of the results, and the results will be reported on a Daily Report posted to the project ftp site. Under this task, the City will designate an inspector to support with project field inspection.

The inspector, or other team member, will also witness testing conducted by the contractor, including pressure and leakage testing, resistance testing for electrical work, and holiday testing for coatings. This will be documented on the Daily Report and by the inspector's signature on testing reports prepared by the Contractor.

Specific, qualified, Engineer Project Team members will conduct specific electrical, mechanical, and structural special inspections required by governing Codes, prepare reports of such inspections, and certify compliance with design requirements and governing Codes.

Part of the quality assurance program during construction, the Engineer Project Team will employ the services of a material testing services company for tests to be performed per the Contract Documents, including soils, concrete, asphalt-concrete and masonry. This will be carried as an allowance and will be coordinated with the CMAR's work flow plan and QC responsibilities.

The Engineer will review tests results for compliance with quality standards and will take appropriate action to have the Contractor take remedial action, or to obtain additional data, as necessary, to ensure the quality of materials and work in-place.

Subtask 4230 Site Visits

The Engineer Team members' engineering staff and/or managers, will conduct occasional, periodic visits to the site to make spot checks of work-in-progress, review site conditions in response to an RFI or Change or to assist in coordination of construction issues requiring their attention.

Subtask 4240 Substantial and Final Completion Inspections

The Engineer will coordinate with the City and conduct inspections jointly with the City and the CMAR to determine if the Project is substantially complete and will, before issuing a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction (punch list). Upon verification that the City is in agreement with the Substantial Completion determination, the Engineer will issue the Certificate of Substantial Completion and the punch list.

The Engineer will conduct a final inspection to determine if the finished Work has been completed to the standard required by the Contract Documents and that Contractor has fulfilled its obligations as required. This inspection will be based on the punch list and any other functional or operational deficiencies that occur in the time period between when the punch list is generated and the Final Inspection. Once it has been determined that the Work is finished and complete and the City is in agreement with the determination, the Engineer will recommend, in writing, final payment to Contractor.

Task 4300 Start Up and Commissioning

Due to the complexity of the equipment being installed and the Contract Document requirements associated with equipment performance, the Engineer will provide services to

assist the City in the start up process of newly constructed WRF facilities and integrating it into the existing WRF facilities. The main activities associated with this will include the following:

- Verify that all work and requirements are met in accordance with the project drawings and specifications prior to proceeding with start-up
- Start-up assistance and/or observation
- Equipment check-out and/or testing assistance
- Operational monitoring and performance review

Subtask 4310 Start-Up

Prior to commencing with start-up, the Engineer shall verify that all aspects of the work are completed in accordance with the project plans and specifications. Once this is complete, the Engineer will verify that the following items are complete: approved training plan and training schedules, approved preliminary Operation and Maintenance (O&M) manuals, instrumentation, electrical, structural and mechanical inspections are complete and the Engineer and the City are in agreement to proceed with the start-up process.

The Engineer will coordinate with the Contractor in advance of scheduled major systems tests and/or start of important phases of the work. The Engineer and its respective Project Team member will validate that the testing program submitted by the Contractor is in conformance with the Contract Documents and will adequately assure that the system(s) will respond properly during normal operations and anticipated unusual conditions. The Engineer's Team will observe the testing and startup and will verify that the approved testing program is followed and the reports provided are accurate and complete.

The Engineer will provide start-up services to assist City in transferring finished work from a construction status to an operating, functional system(s). Such services may include a review of Contractor's start-up plan, prepare and coordinate a start-up plan and procedures for City personnel use, training, and O&M data.

Subtask 4320 Commissioning

The Engineer will assist City personnel during the commissioning phases by closely working with the City to review operational and performance aspects of the new facilities. The Engineer and the City will communicate in writing to the Contractor, all items that require the Contractor's review and involvement to meet the requirements of the Contract Documents.

The Engineer will perform the following tasks under this stage:

- Process analysis
- EOM Implementation
- Warranty and Guarantees support
- Permitting

Subtask 4330 Electronic Operation and Maintenance (EOM) Manual

The Engineer will develop an Electronic Operation and Maintenance (EOM) Manual.



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The City will review all EOM content for format and completeness. Once accepted, the City will perform the edits to the respective EOM chapters using the information provided by the Engineer.

Subtask 4340 Permitting

The Engineer will compile all required information and certificates for ADEQ and the COP Building Division approval package. The Engineer will coordinate with the City to obtain City staff signatures when needed. The Engineer will assist the City to work with the CMAR on obtaining final inspection approvals from ADEQ and the COP.

Special Services (Allowances)

Task Series 5000 Special Services

Task 5100 Outside Laboratory Testing

If needed, the Engineer will retain the services of an outside laboratory to analyze wastewater samples for various parameters in order to support the process design.

Task 5200 Surveying and Potholing

The Engineer shall engage the services of a licensed surveyor to confirm the survey points and datum used in previous phases of the WRF are correct, and to more accurately define the horizontal and vertical control of existing structures and ground surface that will be deemed critical for this project.

The Engineer will identify locations that need to be potholed. The Engineer will also provide survey support for the potholing task.

In the event a CMAR is used for the project, the Engineer will coordinate with the CMAR to provide potholing within the AWRF site when needed.

Task 5300 Geotechnical

The Engineer shall provide, through a qualified geotechnical sub-consultant, sub-surface geotechnical investigations as required to support the design. The geotechnical subconsultant shall perform all required laboratory analysis and summarize the findings in a report. The report shall summarize the investigation conducted, provide existing in-situ site conditions provide geotechnical profiles and present discussion and recommendations. The report will be sealed by an Engineer registered in the State of Arizona. At a minimum, the following information shall be included in the Geotechnical Report:

- Vicinity map of the project limits
- Plot plan showing location of borings and Test Pits
- Boring Logs and Test Pits
- Detailed descriptions of surface and subsurface conditions
- Summary of laboratory tests performed and tests results (M&D, bearing test (CBR, Tri-Axial)).
- Summary of geotechnical recommendations

Task 5400 Hydrogeology

This task will be used by the Engineer to respond to the regulatory agency requirements associated with the permitting process. ADEQ or ADWR may request an updated impact analysis to support the permitting of the APP or USF permits. In addition, the agencies may require new monitoring wells. This task will be used to design and permit the new monitoring wells.



Task 5500 Recharge Facilities Detailed Design

Based on the analysis conducted under Task 2300, a detailed design of a recharge facility may be needed. This task will include an allowance to implement this design. The allowance will be based on developing construction documents for a recharge basin or a linear recharge facility capable of handling up to 3 mgd. This design will follow the design tasks outlined under Task Series 4000.

Task 5600 Water and Wastewater SCADA System Master Plan

Based on the SCADA design developed for the Airport WRF, the City may request that the Engineer expand the SCADA system to include remote facilities related to water distribution and wastewater collection facilities.

Task 5700 Architectural Review

If requested by the City, this task will consist of retaining an architect to critique the architectural concepts generated by the design team and ensure compliance by City and local preferences.

Task 5800 Material Testing

This task will include retaining a geotechnical, material testing laboratory to support the construction phase quality control efforts.

Sundog WWTP Facility

Task Series 6000 Sundog WWTP Nitrification/Denitrification Improvements

Subtask 6110 Process Optimization

The Engineer will perform process engineering evaluation in order to define the improvements needed to improve the nitrification/denitrification (NdeN) process. This evaluation will take into account the WAS discharge from the HWRF. This analysis will be documented in a technical memorandum that will be used as basis of design for the construction documents for the Nitrification/DeNitrification process improvements, and to support the APP "Other Amendment" application.

This will be coordinated with other City projects at the Sundog WWTP.

Deliverable: Technical Memorandum summarizing the Sundog WWTP process evaluation.

Subtask 6120 Design Documents

The Engineer will develop the construction documents needed to allow the City the flexibility to implement the NdeN improvements with its own forces, bid the improvements or engage the CMAR to perform the work. It is assumed that the NdeN improvements will be limited to equipment addition and possible piping modifications in the existing basins. Additional structures or major structural modifications are not anticipated.

Deliverable: Construction documents including Contract drawings, specifications and cost estimates

Subtask 6130 Permitting (APP "Other Amendment")

The Engineer will develop the permit package and coordinate with ADEQ to obtain the required APP Permit. The application will also include other on-going improvements at the site including but not necessarily limited to the tertiary filter improvements.

Deliverable: Permit application and supporting documentation

Scope Assumptions

- 1- Site background information including geotechnical, surveying, base CADD files, location of electrical service entrance and other information will be provided by the City.
- 2- Permits required for construction activities will be obtained and paid for by the CMAR including storm water permits.
- 3- The level of effort assumes that the project will not be phased. The Final Construction Documents consist of one package.
- 4- The applications and supporting documentation for the permits listed above will be prepared by Water Works Engineers. The City will pay all permit processing fees.
- 5- Bid Document reproduction and distribution costs will be paid by the City.
- 6- Landscape design is not required.
- 7- City will conduct construction inspection, Engineer will provide additional inspection services as requested by the City.
- 8- In case the City adopts partnering for the project, the Engineer will participate and assist the City in the partnering process.



WATERWORKS ENGINEERS

In Association With

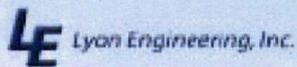
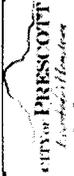


EXHIBIT 'B'

City of Prescott Airport WRF Phase 1 Expansion City Project No. CIP11-009		Fee Proposal Fee Summary by Project Area 4/19/2011			
Task No.	Description	WRF Design and Permitting	WRF CA	Planning	Total
Basic Services					
Task Series 1000					
Project Management					
Task 1100	General	\$ 55,695	\$ 44,556	\$ 11,139	\$ 111,390
Task 1200	Project Meetings				
Subtask 1210	Kickoff Meeting	\$ 9,293	\$ 7,434	\$ 1,859	\$ 18,585
Subtask 1220	Design Phase Coordination and Workshop Meetings	\$ 63,105	\$ 50,484	\$ 12,621	\$ 126,210
Subtask 1230	Submittal Review and Design Review Meetings	\$ 36,225	\$ 28,980	\$ 7,245	\$ 72,450
Subtask 1240	Public Open House Meetings and Council Meetings	\$ 14,590	\$ 11,672	\$ 2,918	\$ 29,180
Task 1300	Management of Subconsultants	\$ 3,570	\$ 2,856	\$ 714	\$ 7,140
Task Series 1000 Subtotal		\$ 182,478	\$ 145,982	\$ 36,496	\$ 364,956
Task Series 2000					
Off Site Facilities Conceptual Design					
Task 2100	Centralized Facilities Scenario				
Subtask 2110	Sundog WWTP Modifications	\$ -	\$ -	\$ 20,720	\$ 20,720
Subtask 2120	Collection System	\$ -	\$ -	\$ 27,600	\$ 27,600
Subtask 2130	Flow Monitoring	\$ -	\$ -	\$ 16,780	\$ 16,780
Subtask 2140	Effluent Water System	\$ -	\$ -	\$ 12,980	\$ 12,980
Subtask 2150	Other Facilities	\$ -	\$ -	\$ 10,840	\$ 10,840
Subtask 2160	Centralized Concept Road Map	\$ -	\$ -	\$ 33,470	\$ 33,470
Task 2100 Subtotal		\$ -	\$ -	\$ 122,390	\$ 122,390
Task 2200	Hasseyampa WRF (HWRF) Operational Optimization	\$ -	\$ -	\$ 5,940	\$ 5,940
Task 2200 Subtotal		\$ -	\$ -	\$ 5,940	\$ 5,940
Task 2300	Effluent Management / Recharge Facilities				
Subtask 2310	Data Assembly and Evaluation	\$ -	\$ -	\$ 12,100	\$ 12,100
Subtask 2320	Planning for Long Term Reuse Users and Recharge Facilities	\$ -	\$ -	\$ 28,840	\$ 28,840
Subtask 2330	Recharge Facilities Conceptual Design Development	\$ -	\$ -	\$ 37,740	\$ 37,740
Task 2300 Subtotal		\$ -	\$ -	\$ 78,680	\$ 78,680
Task 2400	Fat, Oil, and Grease (FOG) Facilities Planning				
Subtask 2410	Facilities at the Sundog WWTP	\$ -	\$ -	\$ 7,320	\$ 7,320
Subtask 2420	Coordination with Pre-Treatment Plan Implementation Project	\$ -	\$ -	\$ 1,580	\$ 1,580
Task 2400 Subtotal		\$ -	\$ -	\$ 8,900	\$ 8,900
Task Series 2000 Subtotal		\$ -	\$ -	\$ 215,910	\$ 215,910



City of Prescott
 Airport WRF Phase 1 Expansion
 City Project No. CIP11-009

Fee Proposal
Fee Summary by Project Area
4/19/2011

Task No.	Description	WRF Design and Permitting	WRF CA	Planning	Total
Task Series 3000					
Task 3100	Airport WRF Design				
Subtask 3110	Conceptual Design	\$ 10,580	\$ -	\$ -	\$ 10,580
Subtask 3120	Data Analysis	\$ 23,570	\$ -	\$ -	\$ 23,570
Subtask 3130	Flow Equalization	\$ 77,740	\$ -	\$ -	\$ 77,740
Subtask 3140	Technology Selection	\$ 194,140	\$ -	\$ -	\$ 194,140
Subtask 3150	Design Development	\$ 138,704	\$ -	\$ -	\$ 138,704
Subtask 3150	30% Preliminary Design Package	\$ 444,734	\$ -	\$ -	\$ 444,734
Task 3100 Subtotal		\$ -	\$ -	\$ -	\$ -
Task 3200	Detailed Design				
Subtask 3210	60% Design	\$ 711,960	\$ -	\$ -	\$ 711,960
Subtask 3220	90% Design	\$ 577,500	\$ -	\$ -	\$ 577,500
Subtask 3230	100% Design - Permit Set	\$ 386,640	\$ -	\$ -	\$ 386,640
Subtask 3240	Final - For Construction Contract Documents	\$ 173,720	\$ -	\$ -	\$ 173,720
Task 3200 Subtotal		\$ 1,849,820	\$ -	\$ -	\$ 1,849,820
Task 3300	Coordination with CMAR	\$ 34,180	\$ -	\$ -	\$ 34,180
Task 3300 Subtotal		\$ 34,180	\$ -	\$ -	\$ 34,180
Task 3400	Permitting				
Subtask 3410	208 Program	\$ 11,440	\$ -	\$ -	\$ 11,440
Subtask 3420	ADEQ Aquifer Protection Permit (APP)	\$ 18,830	\$ -	\$ -	\$ 18,830
Subtask 3430	ADEQ Reuse Permits	\$ 4,110	\$ -	\$ -	\$ 4,110
Subtask 3440	ADEQ Air Quality Permit	\$ 4,700	\$ -	\$ -	\$ 4,700
Subtask 3450	ADWR Permits	\$ 8,460	\$ -	\$ -	\$ 8,460
Subtask 3460	Building Permit Reviews	\$ 30,940	\$ -	\$ -	\$ 30,940
Subtask 3470	Hazardous Materials Management Plan (HMMP)	\$ 4,820	\$ -	\$ -	\$ 4,820
Subtask 3480	Storm Water Permits	\$ 7,980	\$ -	\$ -	\$ 7,980
Task 3400 Subtotal		\$ 91,280	\$ -	\$ -	\$ 91,280
Task Series 3000 Subtotal		\$ 2,420,014	\$ -	\$ -	\$ 2,420,014
Task Series 4000					
Task 4100	Airport WRF - Post Design Eng Support				
Subtask 4110	Project Administration	\$ -	\$ 152,840	\$ -	\$ 152,840
Subtask 4120	Conferences and Meetings	\$ -	\$ 164,480	\$ -	\$ 164,480
Subtask 4130	Project Coordination	\$ -	\$ 131,440	\$ -	\$ 131,440
Subtask 4140	Issue Resolution	\$ -	\$ 299,500	\$ -	\$ 299,500
Subtask 4140	Submittal Reviews	\$ -	\$ 748,260	\$ -	\$ 748,260
Task 4100 Subtotal		\$ -	\$ 1,493,600	\$ -	\$ 1,493,600
Task 4200	Inspection Services				
Subtask 4210	Coordination	\$ -	\$ 74,000	\$ -	\$ 74,000
Subtask 4220	Inspections and Tests	\$ -	\$ 342,940	\$ -	\$ 342,940
Subtask 4230	Site Visits	\$ -	\$ 83,400	\$ -	\$ 83,400
Subtask 4240	Substantial and Final Completion Inspections	\$ -	\$ 51,520	\$ -	\$ 51,520
Task 4200 Subtotal		\$ -	\$ 551,860	\$ -	\$ 551,860
Task 4300	Start-Up and Commissioning				
Subtask 4310	Start-Up	\$ -	\$ 70,760	\$ -	\$ 70,760
Subtask 4320	Commissioning	\$ -	\$ 52,000	\$ -	\$ 52,000
Subtask 4330	Electronic Operation and Maintenance (EOM) Manual	\$ -	\$ 61,680	\$ -	\$ 61,680
Subtask 4340	Permitting	\$ -	\$ 9,040	\$ -	\$ 9,040
Task 4300 Subtotal		\$ -	\$ 193,480	\$ -	\$ 193,480
Task Series 4000 Subtotal		\$ -	\$ 1,493,600	\$ -	\$ 1,493,600



City of Prescott
 Airport WRF Phase 1 Expansion
 City Project No. CIP11-009

Fee Proposal
Fee Summary by Project Area
4/19/2011

Task No.	Description	WRF Design and Permitting	WRF CA	Planning	Total
Task Series 5000					
Task 5100	Special Services (Allowances)	\$ 10,000	-	-	\$ 10,000
Task 5200	Outside Laboratory Testing	\$ 10,374	-	\$ 24,206	\$ 34,580
Task 5300	Surveying and Potholing	\$ 30,000	-	-	\$ 30,000
Task 5400	Geotechnical	\$ 12,140	-	-	\$ 12,140
Task 5500	Hydrogeology	\$ -	-	\$ 33,800	\$ 33,800
Task 5600	Recharge Facilities Detailed Design	\$ -	-	\$ 50,000	\$ 50,000
Task 5700	Water and Wastewater SCADA System Master Plan	\$ 10,000	-	-	\$ 10,000
Task 5800	Architectural Review	\$ -	\$ 150,000	-	\$ 150,000
Task 5800	Material Testing	\$ 72,514	\$ 150,000	\$ 108,006	\$ 330,520
Task Series 5000 Subtotal		\$ 2,675,006	\$ 1,789,582	\$ 360,412	\$ 4,825,000
Task Series 1000 through 5000 Subtotal					
Other Direct Costs					
	Copying and Courier	\$ 5,330	\$ 5,330	\$ -	\$ 10,660
	Travel	\$ 14,000	\$ 14,000	\$ -	\$ 28,000
Other Direct Costs Subtotal		\$ 19,330	\$ 19,330	\$ -	\$ 38,660
Project Total		\$ 2,694,336	\$ 1,808,912	\$ 360,412	\$ 4,863,660
Sundog WWTP NdeN Improvements					
Project Contingency					
Airport WRF and Sundog WRF- Total					\$ 5,350,180

Airport Wastewater Treatment

Exhibit C – Vicinity Map



Exhibit C – Vicinity Map

Sundog Wastewater Treatment Plant



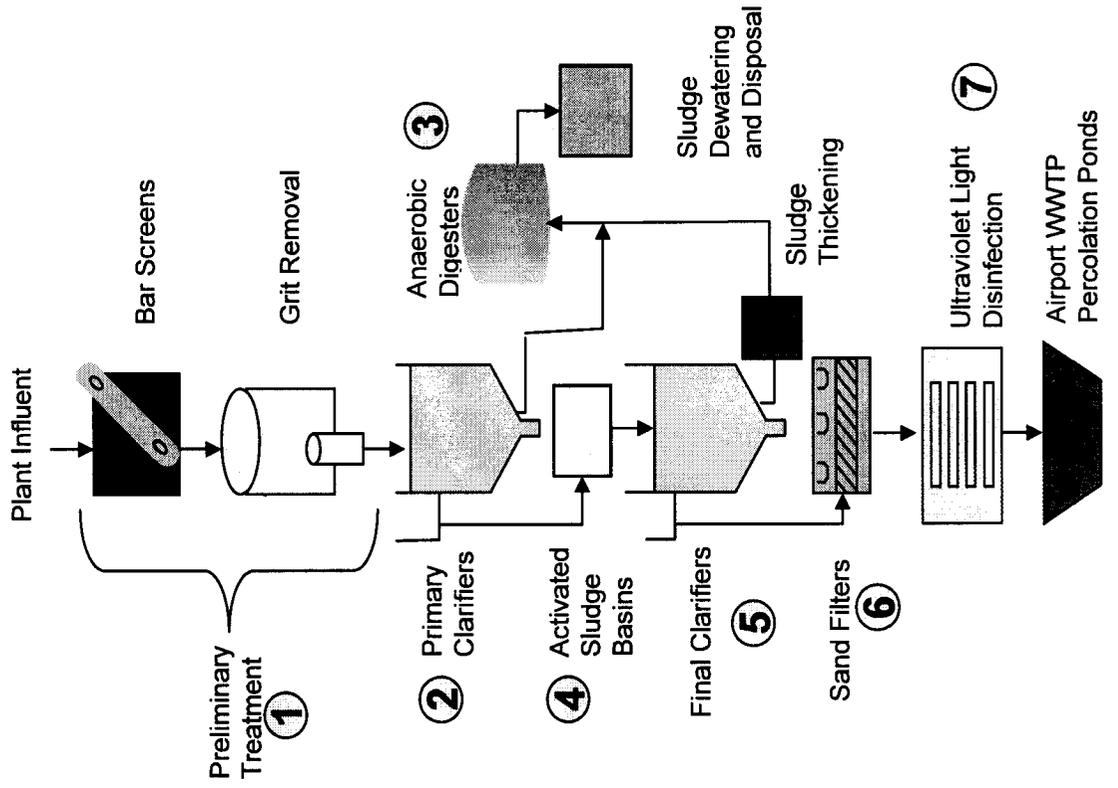
Sundog WWTP

EXHIBIT 'D'

Aerial View

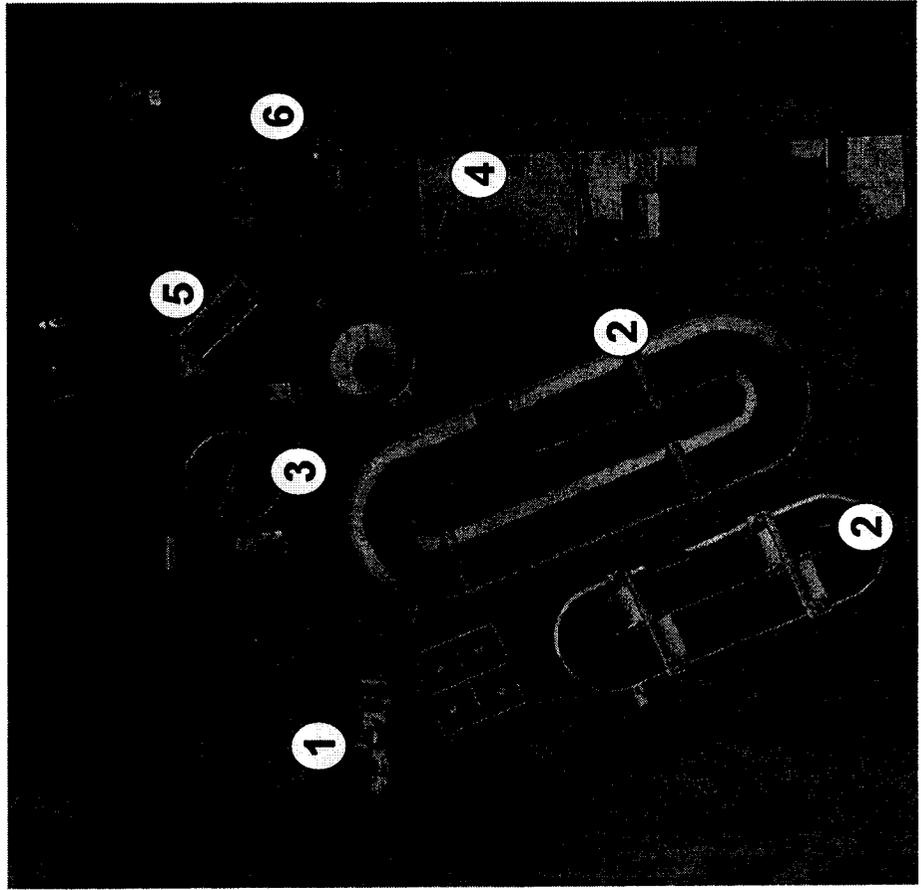


Process Schematic

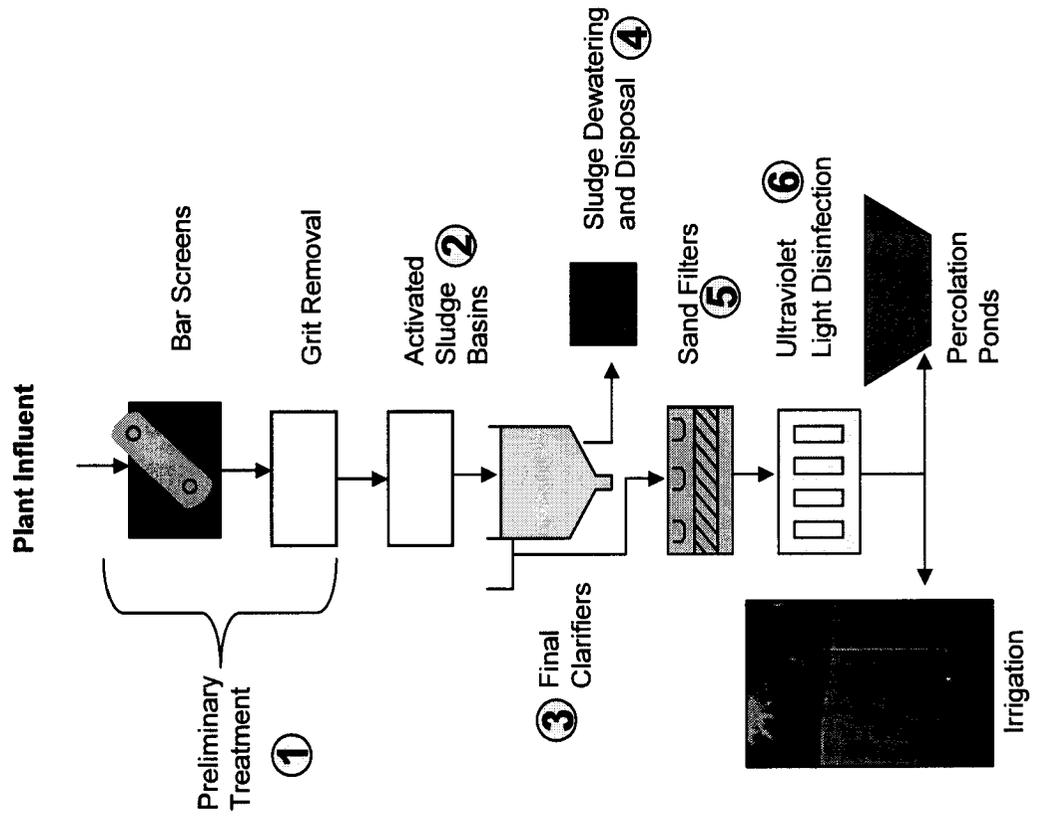


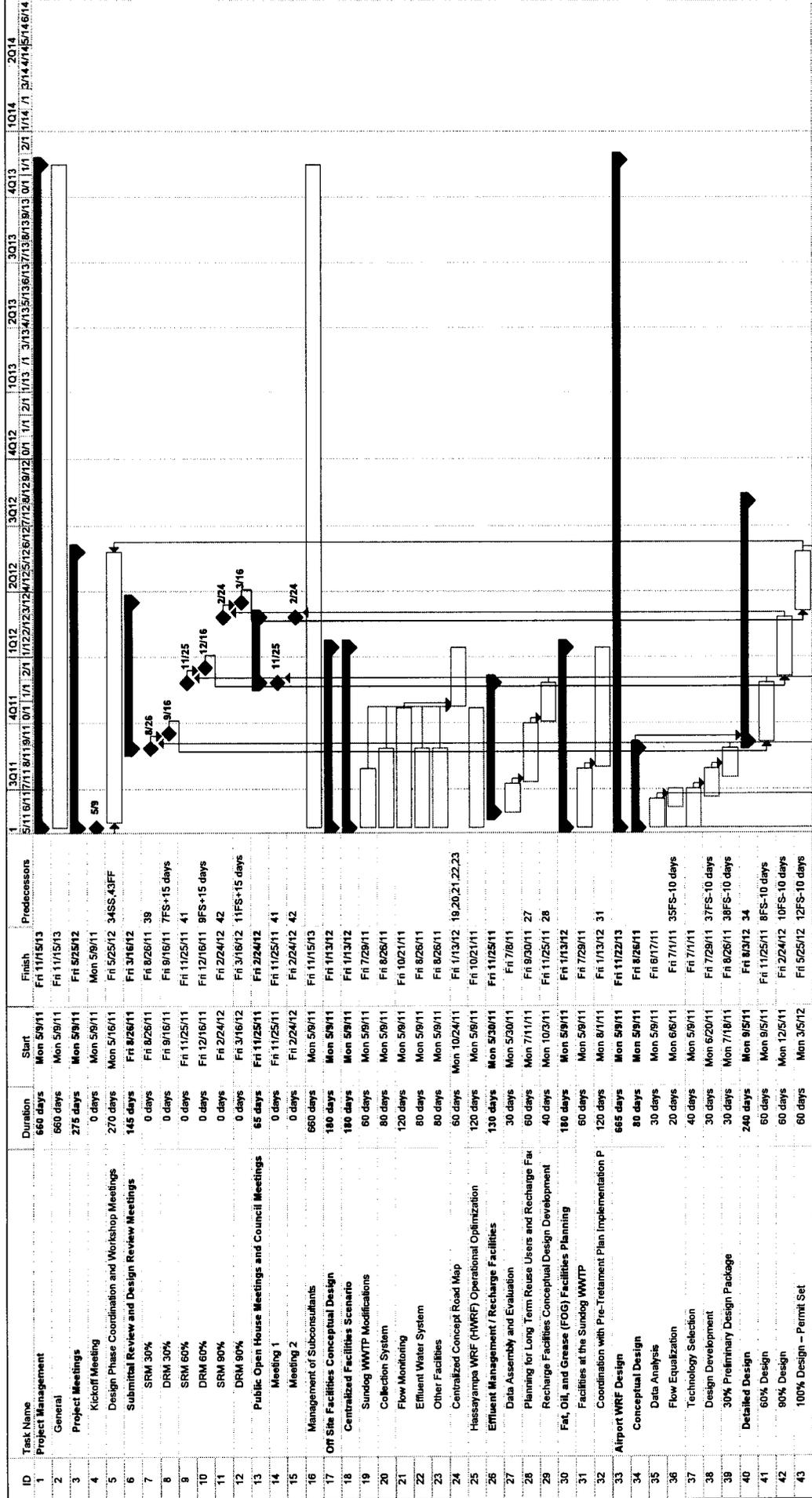
Airport WWTP

Aerial View



Process Schematic





Project: CCP Airport WRF Phase I Scl
 Date: Wed 4/13/11

Task Split

Progress Milestone

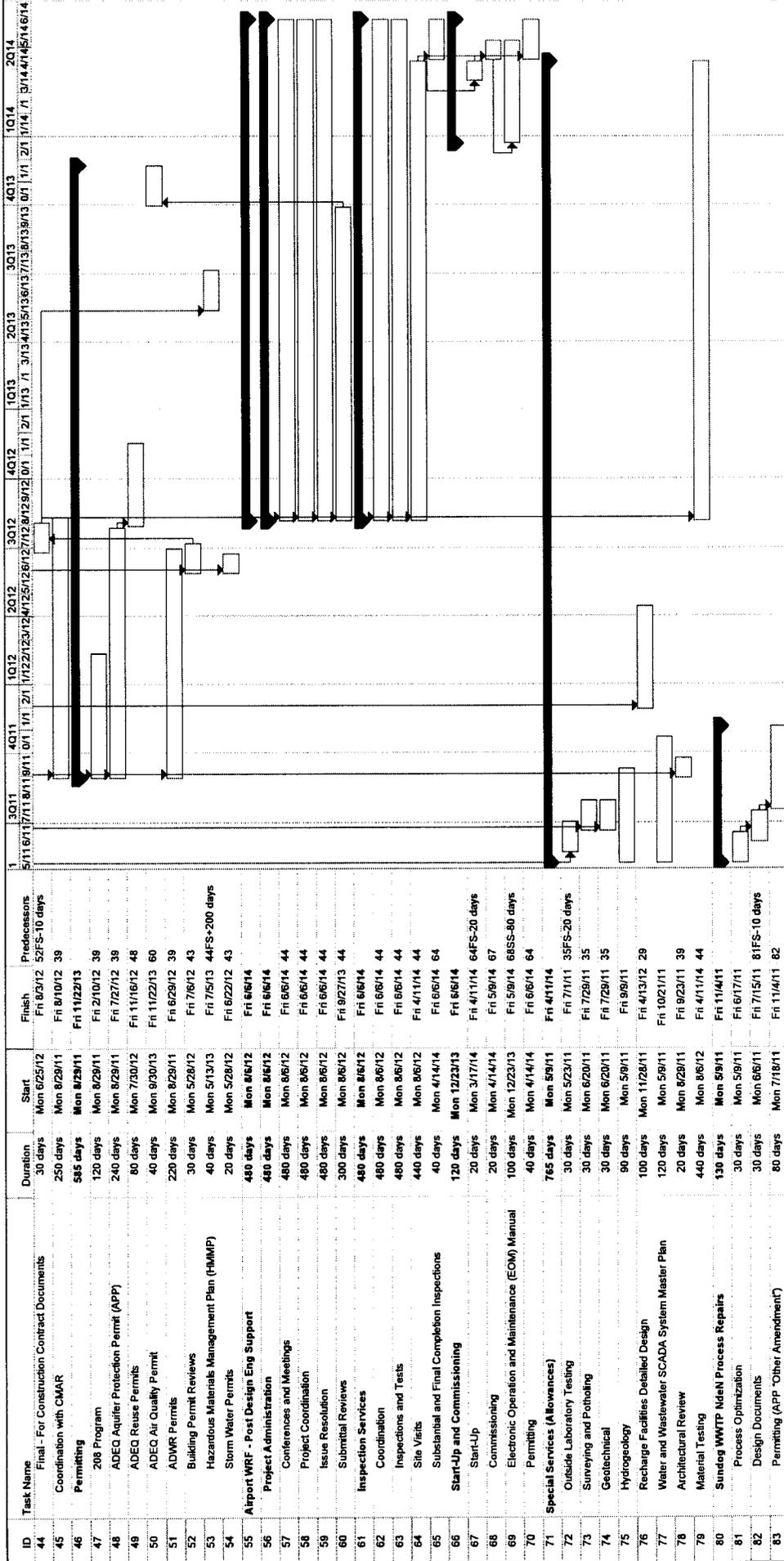
Summary Project Summary

External Tasks External Milestone

Deadline

Page 1

City of Prescott
 Airport WRF Expansion Phase I Project
 CIP 11-009



ID	Task Name	Duration	Start	Finish	Predecessors
44	Final - For Construction Contract Documents	30 days	Mon 8/29/11	Fri 8/31/12	52FS-10 days
45	Coordination with CMAR	250 days	Mon 8/29/11	Fri 8/10/12	39
46	Permitting	585 days	Mon 8/29/11	Fri 11/2/13	
47	2008 Program	120 days	Mon 8/29/11	Fri 2/10/12	39
48	ADEQ Aquifer Protection Permit (APP)	240 days	Mon 8/29/11	Fri 7/27/12	39
49	ADEQ Reuse Permits	80 days	Mon 7/30/12	Fri 11/16/12	48
50	ADEQ Air Quality Permit	40 days	Mon 9/30/13	Fri 11/22/13	60
51	ADWR Permits	220 days	Mon 8/29/11	Fri 8/29/12	39
52	Building Permit Reviews	30 days	Mon 5/28/12	Fri 7/6/12	43
53	Hazardous Materials Management Plan (HMMP)	40 days	Mon 5/13/13	Fri 7/5/13	44FS+200 days
54	Storm Water Permits	20 days	Mon 5/28/12	Fri 6/22/12	43
55	Airport WRF - Post Design Eng Support	440 days	Mon 8/6/12	Fri 6/6/14	
56	Project Administration	480 days	Mon 8/6/12	Fri 6/6/14	
57	Conferences and Meetings	480 days	Mon 8/6/12	Fri 6/6/14	44
58	Project Coordination	480 days	Mon 8/6/12	Fri 6/6/14	44
59	Issue Resolution	480 days	Mon 8/6/12	Fri 6/6/14	44
60	Submittal Reviews	300 days	Mon 8/6/12	Fri 9/27/13	44
61	Inspection Services	480 days	Mon 8/6/12	Fri 6/6/14	
62	Coordination	480 days	Mon 8/6/12	Fri 6/6/14	44
63	Inspections and Tests	480 days	Mon 8/6/12	Fri 6/6/14	44
64	Site Visits	440 days	Mon 8/6/12	Fri 4/11/14	44
65	Substantial and Final Completion Inspections	40 days	Mon 4/14/14	Fri 6/6/14	64
66	Start-Up and Commissioning	120 days	Mon 12/23/13	Fri 6/6/14	
67	Start-Up	20 days	Mon 3/17/14	Fri 4/11/14	64FS-20 days
68	Commissioning	20 days	Mon 4/14/14	Fri 5/9/14	67
69	Electronic Operation and Maintenance (EOM) Manual	100 days	Mon 12/23/13	Fri 5/9/14	68SS-80 days
70	Permitting	40 days	Mon 4/14/14	Fri 6/6/14	64
71	Special Services (Allowances)	765 days	Mon 5/9/11	Fri 4/11/14	
72	Outside Laboratory Testing	30 days	Mon 5/23/11	Fri 7/1/11	35FS-20 days
73	Surveying and Probing	30 days	Mon 6/20/11	Fri 7/29/11	35
74	Geotechnical	30 days	Mon 6/20/11	Fri 7/29/11	35
75	Hydrogeology	90 days	Mon 5/9/11	Fri 9/9/11	
76	Recharge Facilities Detailed Design	100 days	Mon 11/28/11	Fri 4/13/12	29
77	Water and Wastewater SCADA System Master Plan	120 days	Mon 5/9/11	Fri 10/21/11	
78	Architectural Review	20 days	Mon 8/29/11	Fri 9/23/11	39
79	Material Testing	440 days	Mon 8/6/12	Fri 4/11/14	44
80	Sunday WWTP Identi Process Repairs	130 days	Mon 5/9/11	Fri 11/4/11	
81	Process Optimization	30 days	Mon 5/9/11	Fri 6/17/11	
82	Design Documents	30 days	Mon 6/6/11	Fri 7/15/11	81FS-10 days
83	Permitting (APP "Other Amendment")	80 days	Mon 7/18/11	Fri 11/4/11	82

Project: COP Airport WRF Phase I Scl
 Date: Wed 4/13/11

Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline

IV-0

COUNCIL AGENDA MEMO – April 26, 2011

DEPARTMENT: FINANCE

AGENDA ITEM: Adoption of Ordinance No. 4784-1135 authorizing debt issuance through WIFA for the Airport Wastewater Treatment Plant project

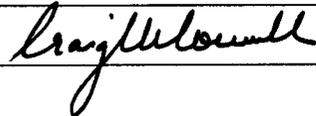
Approved By:

Date:

Department Head:

Finance Director: Mark Woodfill

City Manager: Craig McConnell



4-15-11

ITEM

This ordinance is to authorize an Arizona Water Infrastructure Financing Authority (WIFA) loan in the amount of \$45,802,753; and identify the Mayor as the authorized representative of the City to execute the loan documents.

BACKGROUND

On August 31, 2010, Council approved Resolution No. 4041-1111 which authorized the City to apply to WIFA for financing of the rehabilitation and expansion of the Airport Wastewater Treatment Plant, a \$45 million project. Because of the scope and nature of this project, WIFA is willing to finance it for twenty years at a 3% interest rate.

The loan documents are available for review in the Finance Department.

Recommended Action: MOVE to adopt Ordinance No. 4784-1135.

ORDINANCE NO. 4784-1135

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING LOAN FUNDS FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA) FOR THE UPGRADE AND EXPANSION OF THE AIRPORT WASTEWATER TREATMENT PLANT PROJECT, THROUGH THE CLEAN WATER PROGRAM #910151-11, AUTHORIZING THE MAYOR AND STAFF TO SIGN ANY AND ALL WIFA FUNDING DOCUMENTS PERTINENT TO SAID PROJECT, AND DECLARING AN EMERGENCY

RECITALS:

WHEREAS, the Clean Water and Drinking Water Programs are sponsored by the Water Infrastructure Finance Authority of Arizona (WIFA) to provide financial assistance to enhance and improve water and wastewater infrastructure throughout Arizona communities; and

WHEREAS, the Airport Wastewater Treatment Plant Upgrade and Expansion project has been approved by WIFA for loan funding; and

WHEREAS, said adopted procedures established by the WIFA Board require the applicant to certify by resolution signature authorization of such funding documents, the availability of local funds for loan repayment and a population of less than 50,000; and

WHEREAS, the City of Prescott is requesting \$45,802,753 from WIFA for design and construction costs and commits to repayment of WIFA loan funds for project assistance.

ENACTMENTS:

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

Section 1. THAT the Mayor and Council of the City of Prescott, Arizona hereby approve accepting \$45,802,753 in loan funds from the Water Infrastructure Finance Authority of Arizona (WIFA) to cover design and construction costs for the Airport Wastewater Treatment Plant Upgrade and Expansion project.

Section 2. THAT the Mayor and Council of the City of Prescott hereby certify that the population of the City of Prescott is less than 50,000.

Section 3. THAT the Mayor and staff are hereby authorized to execute the loan documents, and to take any and all steps deemed necessary to accomplish the above.

Section 4. THAT, an EMERGENCY is hereby declared to exist and THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, ADOPTION AND APPROVAL BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 26th day of April, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

COUNCIL AGENDA MEMO – April 26, 2011

IV-P

DEPARTMENT: FINANCE

AGENDA ITEM: Approval of a purchase order to Dell, Inc., in an amount not to exceed \$175,000 for computer/laptop replacements, software, licenses, and maintenance

Approved By:

Date:

Department Head:

Finance Director: Mark Woodfill

City Manager: Craig McConnell

Craig McConnell

4-18-11

ITEM

This item is to approve authority for purchases from Dell, Inc., in an amount not to exceed \$175,000 for computer/laptop replacements, software, licenses, and maintenance support for the City's imaging and other administrative systems. It is anticipated that this amount will be sufficient for procurement during the next year.

BACKGROUND

Previously, the City of Prescott purchased computers from Dell, software from ASAP Software, administrative management system from Kace, and an imaging system from OnBase. However, Dell has recently acquired these businesses, which means that we will be purchasing from one vendor instead of four.

Dell holds the state contract for each of these items and the exact amount that the City will spend with Dell on a year-to-year basis will vary based on the number of desktops or notebooks needing to be replaced as well as the number of software licenses requested by City business units.

BUDGET

With the exception of the separate monies supporting the Library system, funding for this equipment and these services is generated through the annual IT (information technology) charges to the various City departments.

Recommended Action: MOVE to approve a purchase order to Dell, Inc., in an amount not to exceed \$175,000.00, for computer/laptop replacements, software, licenses, and maintenance support for the City's imaging and other administrative systems.