

AGENDA

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, NOVEMBER 13, 2012
3:00 P.M.**

**Council Chambers
201 South Cortez Street
Prescott, Arizona 86303
(928) 777-1100**

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

◆ **CALL TO ORDER**

◆ **INTRODUCTIONS**

◆ **INVOCATION** Ken Vick, Church of Jesus Christ of Latter Day Saints

◆ **PLEDGE OF ALLEGIANCE:** Councilman Scamardo

◆ **ROLL CALL:**

Mayor Kuykendall
Councilman Arnold
Councilman Blair
Councilman Carlow

Councilman Kuknyo
Councilman Lamerson
Councilman Scamardo

◆ **PROCLAMATIONS**

A. WORLD AIDS DAY

◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

I. CONSENT AGENDA

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

RECOMMENDED ACTION: MOVE to approve Consent Agenda Items I.A.-I.B.

- A. Approval of the minutes of the Prescott City Council Workshop of July 7, 2012; Special Meeting of August 14, 2012; Special Meeting of October 23, 2012; and Regular Voting Meeting of October 23, 2012.
- B. Approval of Council meeting schedule for December 2012 and January 2013.

II. REGULAR AGENDA

- A. Public Hearing and consideration of a liquor license application from Gregory Theodore John Senst, applicant for GTJS, Inc., for a Series 12, Restaurant license, for Cattleman's Bar & Grill located at 669 East Sheldon Street.

RECOMMENDED ACTION: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny Liquor License Application No.12133540, for a Series 12, Restaurant license, for Cattleman's Bar & Grill located at 669 East Sheldon Street.

- B. Acceptance of grant funds from the Gila River Indian Community to City of Prescott on behalf of the Arizona Wildfire and Incident Management Academy.

RECOMMENDED ACTION: MOVE to approve acceptance of grant funds from the Gila River Indian Community totaling \$150,000 over the next three years on behalf of the Arizona Wildfire and Incident Management Academy.

- C. Adoption of Resolution No. 4152-1313 approving the allocations of costs of developing and implementing the Big Chino Monitoring Plan and the Big Chino Model.

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4152-1313.

- D. Approval of Memorandum of Understanding with the Yavapai-Prescott Indian Tribe for pass-through funding of contributions to various community non-profit recipients.

RECOMMENDED ACTION: MOVE to approve the Memorandum of Understanding with the Yavapai-Prescott Indian Tribe.

- E. Adoption of Resolution No. 4151-1312, accepting \$50,300 from the FY2012 Homeland Security Grant Program for the purpose of enhancing state radio interoperability.

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4151-1312.

- F. Approval of a professional services agreement with Granite Basin Engineering, Inc., for engineering and design of the 2013 Dexter Neighborhood Sidewalk Improvement Project in an amount not to exceed \$30,000.00.

RECOMMENDED ACTION: MOVE to approve a professional services agreement with Granite Basin Engineering, Inc., for engineering and design of the 2013 Dexter Neighborhood Sidewalk Improvement Project in an amount not to exceed \$30,000.00.

- G. Award of bid and contract for the Water Storage Tank Remote Operated Vehicle Inspection Project to Riley Industrial Services, Inc., in an amount not to exceed \$34,465.00.

RECOMMENDED ACTION: MOVE to award the bid and contract for Water Storage Tank Remote Operated Vehicle Inspection Project to Riley Industrial Services, Inc., in an amount not to exceed \$34,465.00.

- H. A request by Yavapai College for a variance to City Code, Title 8-6-2 to allow the placement of an electronic monument sign within the public right-of-way; and to grant an exception to the Land Development Code Article 6.12, pertaining to the size and height of the sign; and a License Agreement (tabled item from 10/23/12 meeting).

RECOMMENDED ACTION: Consider the request and determine whether to approve: 1) a variance from City Code Title 8-6-2 to place a sign within the public right-of-way; 2) and an exception to the LDC Article 6.12 for the size and height of the sign; and 3) a License Agreement.

- I. Adoption of Ordinance No. 4843-1242 to accept a Map of Dedication for real property and easements from Granite Dells Estates Properties, Inc., for Airport area Zone 12 utility improvements.

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4843-1242.

- J. Adoption of Resolution No. 4153-1314 designating the mid-block pedestrian crossing on South Montezuma Street between Gurley and Goodwin Streets as the "Sam Steiger Crosswalk".

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4153-1314.

III. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

Lynn Mulhall, MMC, City Clerk

COUNCIL AGENDA MEMO – November 13, 2012

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of Council meeting schedule for December 2012 and January 2013

Approved By:

Date:

Department Head: Lynn Mulhall

City Manager: Craig McConnell



11-2-12

Per Prescott City Charter, Article II, Section 13, Council shall meet not less frequently than two times each month. Due to holidays in December and January, the following amended meeting schedule is proposed:

December 4, 2012	combined special voting/workshop meeting
December 11, 2012	meeting cancelled
December 18, 2012	special voting meeting
December 25, 2012	holiday – no meeting
January 1, 2013	holiday – no meeting
January 8, 2013	combined special voting/workshop meeting
January 15, 2013	no meeting
January 22, 2013	regular voting meeting
January 29, 2013	no meeting (5 th Tuesday)

Recommended Action: **MOVE** to approve the Council meeting schedule for December 2012 and January 2013.

COUNCIL AGENDA MEMO – November 13, 2012	
DEPARTMENT:	City Clerk
AGENDA ITEM:	Public Hearing and consideration of a liquor license application from Gregory Theodore John Senst, applicant for GTJS, Inc., for a Series 12, Restaurant license, for Cattleman’s Bar & Grill located at 669 East Sheldon Street

Approved By:		Date:
Department Head:	Lynn Mulhall	
City Manager:	Craig McConnell <i>Craig McConnell</i>	10-30-12

A Liquor License Application, City No. 13-212, State No.12133540, has been received from Gregory Theodore John Senst, applicant for GTJS, Inc., for a Series 12, Restaurant, license, for **Cattleman’s** located at 669 East Sheldon Street.

The application is for a new license and has cleared Planning and Zoning, as well as the Police Department.

The application and license fee have been paid; the property was posted and there have been no statements of opposition.

The public hearing will be held at the Regular Council Meeting of Tuesday, November 13, 2012. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

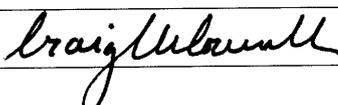
A copy of the application is available for Council’s review in the City Clerk’s Office.

Recommended Action: (1) **MOVE** to close the Public Hearing; and (2) **MOVE** to approve/deny Liquor License Application No.12133540, for a Series 12, Restaurant license, for Cattleman’s Bar & Grill located at 669 East Sheldon Street.

COUNCIL AGENDA MEMO – November 13, 2012
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DEPARTMENT: Fire

AGENDA ITEM: Acceptance of grant funds from the Gila River Indian Community to City of Prescott on behalf of the Arizona Wildfire and Incident Management Academy
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Approved By:	Date:
Department Head: Dan Fraijo	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell 	

Background

In June of this year, Council approved the Arizona Wildfire and Incident Management Academy's request to apply for grant funding from three entities, the Tohono O'odham Nation, the Gila River Indian Community and the Pascua Yaqui Tribe, for general operating expenses. Seven years ago, the Arizona Wildfire Academy and the City of Prescott established a financial arrangement that allows for finances to be passed through the City into a cost recovery account.

Status

The Arizona Wildfire and Incident Management Academy has received notice that the Gila River Indian Community has approved a grant in the amount of \$150,000.00, to be paid in three equal annual payments of \$50,000.00 over the next three years. One of the stipulations on the grant is for the City of Prescott to act as the fiscal agent for the grant funds. The accounting mechanism is already in place and the Arizona Wildfire Academy will observe all City of Prescott financial and purchasing procedures. The grant will allow for the continued operation of this vital training event in Prescott.

Financial

The Gila River Indian Community has already issued at check in the amount of \$50,000.00 to the City of Prescott; and the City Finance Department has established a project account for this funding to ensure all fiscal requirements will be followed. The account number is 2505000-13615.

Recommended Action: MOVE to approve acceptance of grant funds from the Gila River Indian Community totaling \$150,000 over the next three years on behalf of the Arizona Wildfire and Incident Management Academy.
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GILA RIVER INDIAN COMMUNITY

OFFICE OF SPECIAL FUNDING

October 19, 2012

The Honorable Marlin Kuykendall
Mayor of the City of Prescott
1700 Iron Springs Road
Prescott, AZ 86305

Dear Mayor Kuykendall,

Enclosed please find a check in the amount of \$50,000.00. This check represents payment 1 of 3 for your approved grant award from the Gila River Indian Community's State Shared Revenue Program for the Arizona Wildfire Academy, Arizona Wildfire Academy.

Congratulations and much success in the implementation of your project.

Sincerely,

Cheryl J. Pablo
Program Administrator

Gregory Mendoza
Governor



Stephen Roe Lewis
Lieutenant Governor

GILA RIVER INDIAN COMMUNITY
Executive Office

"A New Generation of Leadership Serving the People"

RECEIVED
NOV 02 2012

BY: Prouse

October 24, 2012

The Honorable Marlin Kuykendall
Mayor of the City of Prescott
1700 Iron Springs Road
Prescott, AZ 86305

Dear Mayor Kuykendall,

The Gila River Indian Community is pleased to inform you that your grant application to the State Shared Revenue Program for the Arizona Wildfire Academy has been approved in the amount of \$150,000.00 as specified in the enclosed document.

The State Shared Revenue Program allows the Tribe to make 12 percent of its annual contribution to the State of Arizona directly to cities, towns and counties for services that benefit the general public. The project described in your application serves to do just that and we are excited about the opportunity to assist you in your goals.

Enclosed for your records is a signed resolution authorizing the approval of this grant by the Gila River Indian Community Council. A check for your grant amount and specific reporting information will be mailed to you under separate cover. Congratulations and best wishes to your organization.

Sincerely,

Gregory Mendoza, Governor
Gila River Indian Community

cc: Tony Sciacca, Coordinator



GILA RIVER INDIAN COMMUNITY

SACATON, AZ 85147

RESOLUTION GR-199-12

A RESOLUTION AUTHORIZING A GRANT AWARD FROM THE GILA RIVER INDIAN COMMUNITY'S STATE-SHARED GAMING REVENUES TO THE CITY OF PRESCOTT FOR THE ARIZONA WILDFIRE & INCIDENT MANAGEMENT ACADEMY

WHEREAS, the Gila River Indian Community (the "Community") is a federally recognized Indian tribe and sovereign nation; and

WHEREAS, the Gila River Indian Community Council (the "Community Council") is the legislative governing body of the Community; and

WHEREAS, the passage of Proposition 202 by the voters of Arizona in November 2002 set the stage for a new gaming compact between the State of Arizona and the Community, including a provision for the sharing of gaming revenues with the State of Arizona; and

WHEREAS, the Community has entered into a fully executed compact with the State of Arizona providing for gaming within the Community; and

WHEREAS, the compact allows that up to twelve percent (12%) of the Community's state-shared revenue can be retained by the Community for distributions to cities, towns, or counties for government services that benefit the general public; and

WHEREAS, the Community Council, as an exercise of the Community's sovereignty, decides the manner in which those funds distributed to cities, towns, and counties should be disbursed, so as to improve the overall quality of life of residents of Arizona; and

WHEREAS, the Community Council has reviewed a proposed application from the City of Prescott for the Arizona Wildfire & Incident Management Academy.

NOW, THEREFORE, BE IT RESOLVED, that the Community Council approves a grant in the amount of \$150,000.00 (one hundred fifty thousand dollars) to the City of Prescott for the Arizona Wildfire & Incident Management Academy to be paid over a period of three years at \$50,000.00 per year.

BE IT FURTHER RESOLVED, that the Community's Office of Special Funding is authorized to sign and submit such documents as are necessary to effectuate and administer this grant.

BE IT FINALLY RESOLVED, that the Governor, or in his absence, the Lieutenant Governor, is hereby authorized to sign and execute such documents as are necessary to fulfill the intent of this resolution.

CERTIFICATION

Pursuant to authority contained in Article XV, Section 1, (a) (7), (9), (18) and Section 4 of the amended Constitution and Bylaws of the Gila River Indian Community, ratified by the tribe January 22, 1960, and approved by the Secretary of the Interior on March 17, 1960, the foregoing resolution was adopted on the **17th of October 2012**, at a regular Community Council meeting held in **District 3, Sacaton, Arizona** at which a quorum of **14** Members were present by a vote of: **14** FOR; **0** OPPOSE; **0** ABSTAIN; **3** ABSENT; **0** VACANCIES.

GILA RIVER INDIAN COMMUNITY


GOVERNOR

ATTEST:


COMMUNITY COUNCIL SECRETARY 10.29.12



COUNCIL AGENDA MEMO – November 13, 2012
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DEPARTMENT: City Manager

AGENDA ITEM: Adoption of Resolution No. 4152-1313 approving the allocations of costs of developing and implementing the Big Chino Monitoring Plan and the Big Chino Model
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Approved By:	Date:
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Finance Director: Mark Woodfill	
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City Manager: Craig McConnell		11-8-12
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Item Summary

On February 11, 2010, the City of Prescott, Town of Prescott Valley, Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District ("the parties") entered into "An Agreement in Principle" ("AIP") pertaining to withdrawal and use of water from the Big Chino Sub-basin and the protection of stream flow in the Upper Verde River. The AIP is a conceptual framework which set forth principles guiding the parties and forming the basis for more detailed future agreements addressing the specific items enumerated therein, including the "3Ms"--groundwater modeling, groundwater and surface water monitoring, and mitigation (if any is determined necessary), associated with future pumping from the City's Big Chino Water Ranch (BCWR) and importation of water into the Prescott Active Management Area (PrAMA).

Subsequently, in September 2012, the parties approved Comprehensive Agreement No. 1 providing for cooperative monitoring of water in the Big Chino Sub-basin and surface flows in the Verde River, modeling of impacts of withdrawal of that water, and recognition and confirmation of certain of the parties' rights to water arising from within the PrAMA. Subsections 6.5 and 7.5 of this Agreement provide that, within sixty (60) days after the execution date thereof, the parties will obtain approval by formal resolution from their respective governing bodies to allocate all capital and ongoing operation and maintenance costs of developing and implementing the Big Chino Monitoring Plan and Model. Resolution No. 4152-1313 (attached) accomplishes this contractual obligation for Prescott.

Capital and operating costs will be shared on the basis of 2/3 Prescott and Prescott Valley, and 1/3 SRP. Prescott and Prescott Valley will further divide their two-thirds portion 54.1% / 45.9% respectively as provided in their 2004 intergovernmental agreement, resulting in the following cost shares for the purposes of Comprehensive Agreement No. 1: Prescott 36.067%; Prescott Valley 30.600%; SRP 33.333%.

Recommended Action: MOVE to adopt Resolution No. 4152-1313.
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RESOLUTION NO. 4152-1313

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, FORMALLY APPROVING THE ALLOCATION OF COSTS OF DEVELOPING AND IMPLEMENTING THE BIG CHINO MONITORING PLAN AND THE BIG CHINO MODEL AS REQUIRED IN COMPREHENSIVE AGREEMENT NO. 1 AMONG THE CITY OF PRESCOTT, THE TOWN OF PRESCOTT VALLEY, THE SALT RIVER VALLEY WATER USERS' ASSOCIATION, AND THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott, the Town of Prescott Valley, the Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District ("the parties"), entered into an Agreement In Principle ("AIP") on February 11, 2010, to create a cooperative and productive framework to address and resolve issues pertaining to the Big Chino Sub-basin, the Prescott Active Management Area, and other matters of mutual interest; and

WHEREAS, the City of Prescott and Town of Prescott Valley entered into an Intergovernmental Agreement for the Sale of Water and Cost Participation on December 7, 2004, pertaining to purchase and development of the Big Chino Water Ranch Project as an additional source of water for municipal and industrial purposes within the City and Town; and

WHEREAS, the City of Prescott and Town of Prescott Valley subsequently entered into a Supplemental Intergovernmental Agreement on June 22, 2010, clarifying and memorializing the authorities, procedures, and responsibilities of Prescott and Prescott Valley for administration of the Big Chino Water Ranch Project, which Agreement provides for the sharing of Project costs according to their Intergovernmental Agreement dated December 7, 2004; and

WHEREAS, in accordance with the AIP, the parties have entered into a Comprehensive Agreement No. 1 providing for cooperative monitoring of water in the Big Chino Sub-basin and surface flows in the Verde River, modeling of impacts, if any, of withdrawals of that water on the current and future Verde River flows, and recognition and confirmation of certain of the parties' rights to water arising from within the PrAMA; and

WHEREAS, Subsections 6.5 and 7.5 of Comprehensive Agreement No. 1 provide that, within sixty (60) days after the execution date thereof, the parties will obtain approval by formal resolution from their respective governing bodies to allocate all capital and ongoing operation and maintenance costs of developing and implementing the Big Chino Monitoring Plan and Model.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the allocation of all capital and ongoing operation and maintenance costs of developing and implementing the Big Chino Monitoring Plan and Model as follows: Prescott 36.067%; Prescott Valley 30.600%; SRP 33.333%.

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

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 13th day of November, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

LYNN MULHALL
City Clerk

G. EUGENE NEIL
Interim City Attorney

COUNCIL AGENDA MEMO – November 13, 2012
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DEPARTMENT: City Manager

AGENDA ITEM: Approval of Memorandum of Understanding with the Yavapai-Prescott Indian Tribe for pass-through funding of contributions to various community non-profit recipients

Approved By:**Date:**

Department Head:	
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Finance Director: Mark Woodfill	
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City Manager: Craig McConnell	<i>Craig McConnell</i>	11-2-12
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Item Summary

The 2003 Tribal-State Gaming Compact between the Yavapai-Prescott Indian Tribe (YPIT) and State of Arizona allows YPIT to make 12% of its total contributions required by the Compact to municipalities and/or counties for services which benefit the general public.

Similar to the handling of contributions made in the past, the attached Memorandum of Understanding (MOU) provides for remittance by YPIT to the City, and in turn remittance by the City of the funding received this year on a pass-through basis to the following community non-profit recipients:

N. Arizona Region of Alzheimer's Association	\$1,000
Adult Care Services	1,000
Prescott High School Softball Booster Club (improvement of Ruth St. field and associated uses)	5,000
Sharlot Hall Museum	5,000

Budget

Upon approval of the MOU and receipt of funds from YPIT, the City will remit (pass-through) the funds as specified. There will be no net financial impact to the City.

Attachment - Memorandum of Understanding

Recommended Action: MOVE to approve the Memorandum of Understanding with the Yavapai-Prescott Indian Tribe.
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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
YAVAPAI-PRESCOTT INDIAN TRIBE AND
CITY OF PRESCOTT, ARIZONA

This Memorandum of Understanding is entered into and is effective as of _____, 2012, by and between the Yavapai-Prescott Indian Tribe (the "Tribe"), acting through its Board of Directors, and the City of Prescott, Arizona (the "City"), acting through its City Council.

R E C I T A L S

WHEREAS, the Tribe signed a Tribal-State Gaming Compact with the State of Arizona on May 20, 2003 (the "Compact"); and

WHEREAS, Section 12 of the Compact, entitled, "Payment of Regulatory Costs; Tribal Contributions," allows the Tribe to make 12% of its total contributions required by Section 12(b) of the Compact to cities, towns or counties for government services that benefit the general public, including public safety, mitigation of impacts of gaming, or promotion of commerce and economic development; and

WHEREAS, the parties have a common objective to allow the Tribe to specifically designate its contributions to the City for particular purposes pursuant to this Memorandum of Understanding ("MOU").

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties agree as follows:

O P E R A T I O N

1. The Tribe shall pay a portion of its annual 12% contribution for the calendar year 2012 required under Section 12(b) of the Compact to the City. The Tribe shall make these payments in the manner and time required by Sections 12(d), (e), (f) and (g) of the Compact.

2. The Tribe shall pay the funds to the City in amounts and on such date(s) as designated by the Tribe for the specific purpose of providing community funding assistance for the: (1) Alzheimer's Association Desert Southwest Chapter – Northern Arizona Region; (2) Adult Care Services; (3) Prescott High School Softball Booster Club; and (4) Sharlot Hall Museum, (collectively the "Recipients"). The City and the Tribe agree that the Recipients are permitted purposes under Section 12 of the Compact. The City shall disburse said funds to the Recipients in amounts recommended by the Tribe within 20 days of the City's receipt of the funds from the Tribe.

3. The City understands that the Tribe cannot make the contributions for any purpose other than that permitted by the Compact, therefore, the City must remit the contributions only for the purposes stated herein. If any of the Recipients cease to exist or is otherwise unable to carry out its purposes hereunder, the City shall have the authority to

determine how to use and disburse the funds and shall notify the Tribe within fifteen (15) days of such determination and the City's use of the funds.

4. Any notices relating to this MOU shall be sent by U. S. Mail, postage prepaid, to the following:

To the Tribe: Yavapai-Prescott Indian Tribe
ATTN: President
530 E. Merritt
Prescott, AZ 86301

To the City: City of Prescott
ATTN: Mayor
201 S. Cortez
Prescott, AZ 86303

5. This MOU is effective on the date written on the first page and shall continue unless terminated by any party upon 30 days written notice. This MOU will terminate in the event of lack of funding by the Tribe from the operation of its Gaming Facilities, as defined by the Compact or a change in any other applicable law that no longer requires the Tribe to make such contributions. This MOU may be modified or amended only by written agreement between the parties.

6. This MOU does not confer any rights or benefits to any third party, the City other than as specifically provided herein, the Recipients or any other distributee of the Tribe's contributions.

7. Nothing in this agreement obligates the Tribe to make: (1) any current or future expenditures in advance of the availability of gaming revenues from its Class III Net Win; or (2) any future contributions to the City or any of the Recipients beyond calendar year 2012, unless this MOU is mutually extended upon written agreement by the Tribe and the City.

8. The City shall perform all services provided under this Agreement in compliance with all applicable laws and regulations of the Tribe and all federal, state and local government entities.

9. Questions relating to the validity of the MOU, its interpretation, performance and enforcement, shall be brought in the Yavapai-Prescott Tribal Court. All such questions shall be governed by and construed in accordance with Tribal law. In the event that there is no applicable Tribal ordinance, federal law shall apply, and in the absence of federal law, law of the State of Arizona shall apply.

10. Nothing contained in this Agreement shall be construed as a waiver of the Tribe's sovereign immunity.

11. The City shall retain and shall require the Recipients to retain all data and records relating to the performance of this MOU. All such data and records shall be subject to inspection by the Tribe. Upon request, the City and/or the Recipients shall produce legible copies of any such data and records. At any time during the term of this MOU or any extensions thereof and one (1) year thereafter, the City's and/or the Recipients' books and records shall be subject to audit by the Tribe or its auditors to the extent that such books and records relate to the performance of this MOU.

12. The City shall provide to the Tribe at the end of each fiscal year either financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles, relating to the City's performance and the Recipients' receipt of Funds under this MOU.

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

DATED: _____

YAVAPAI-PRESCOTT INDIAN TRIBE

By _____
Ernest Jones, Sr., President

By _____
Rebecca Doka, Secretary/Treasurer

DATED: _____

CITY OF PRESCOTT

By _____
Marlin Kuykendall, Mayor

By _____
Lynn Mulhall, City Clerk

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

G. Eugene Neil, Interim City Attorney

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

Attorney for the Yavapai-Prescott Indian Tribe

COUNCIL AGENDA MEMO – November 13, 2012
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DEPARTMENT: Police

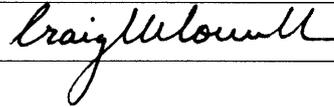
AGENDA ITEM: Adoption of Resolution No. 4151-1312, accepting \$50,300 from the FY2012 Homeland Security Grant Program for the purpose of enhancing state radio interoperability
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Approved By:	Date:
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Department Head: Michael Kabbel, Chief of Police	
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Finance Director: Mark Woodfill	
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City Manager: Craig McConnell	
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	10-30-12
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Item Summary

The Prescott Police Department requests adoption of a resolution to accept \$50,300 in total grant funding provided by the Arizona Department of Homeland Security. Awarded funds will be utilized to enhance reception and transmission functionality of the Arizona Interagency Radio System (AIRS) frequency within the Prescott basin.

Background

In April 2012, Council approved submission of an application to the Arizona Department of Homeland Security seeking grant funds through the FY2012 Homeland Security Grant Program. The approved application sought funding for the radio system hardware necessary to enhance the AIRS frequency within the Prescott basin.

The Arizona Interagency Radio System (AIRS), which is hosted and maintained by the Arizona Department of Public Safety (DPS), was developed to provide a means of interoperability communication among public safety entities within designated regions in the State while actively working critical incidents or as designated. The current AIRS for our region does not provide reliable coverage in the Prescott basin or outlining areas; therefore, the need for radio system hardware is necessary to enhance the AIRS frequency providing coverage to work multi-jurisdictional critical incidents.

The radio system hardware will be operationally placed at one of our current radio infrastructure sites and will be maintained and operated by the City of Prescott.

Budget

There are no requirements for local matching funds associated with this grant award. Department radio communication personnel will install, test, and maintain the equipment during the course of their normal duties. Consequently, there will be no fiscal impact to the City.

Recommended Action: Move to adopt Resolution No. 4151-1312.
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RESOLUTION NO. 4151-1312

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING \$50,300 IN GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR ENHANCEMENT OF THE ARIZONA INTERAGENCY RADIO SYSTEM FREQUENCY AND AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS TO IMPLEMENT SAME

RECITALS:

WHEREAS, in April 2012, the Prescott City Council approved the submission of an application to the Arizona Department of Homeland Security (AZDOHS) seeking grant funds through the Homeland Security Grant Program; and

WHEREAS, the application was approved by AZDOHS; and

WHEREAS, this grant award will fund radio system hardware necessary to enhance the Arizona Interagency Radio System (AIRS) frequency within the Prescott basin; and

WHEREAS, the AIRS is hosted and maintained by the Arizona Department of Public Safety (DPS) and was developed to provide a means of interoperability communication among public safety entities within designated regions in the State; and

WHEREAS, the current AIRS in the Prescott region will be enhanced with the purchase of additional radio system hardware and provide more reliable coverage for the Prescott basin and outlying areas; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Prescott to procure additional radio system hardware to provide better AIRS frequency to respond to multi-jurisdictional critical incidents; and

WHEREAS, there are no requirements for local matching funds associated with this grant award, consequently, there will be no fiscal impact to the City.

ENACTMENTS:

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

Section 1. That the City of Prescott hereby authorizes the acceptance of grant funding from the Arizona Department of Homeland Security in the amount of \$50,300 to fund the purchase of needed radio system hardware for the enhancement of AIRS frequency in the Prescott region.

Section 2. THAT the Mayor and Staff are hereby authorized to execute any and all documents to effectuate the foregoing.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

LYNN MULHALL
City Clerk

G. EUGENE NEIL
Interim City Attorney

COUNCIL AGENDA MEMO – November 13, 2012
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DEPARTMENT: Public Works

AGENDA ITEM: Approval of a professional services agreement with Granite Basin Engineering, Inc., for engineering and design of the 2013 Dexter Neighborhood Sidewalk Improvement Project in an amount not to exceed \$30,000.00
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Approved By:	Date:
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Department Head: Mark Nietupski	11/2/2012
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Finance Director: Mark Woodfill	
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City Manager: Craig McConnell		11-6-12
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Item Summary

Approval of this item will authorize a contract for engineering and design services for the 2013 Dexter Neighborhood Sidewalk Improvement Project. The proposed improvements will extend along Dameron Drive, Hillside Avenue, Ruth Street, Navajo Drive, and Bird Street. 5,083 LF of sidewalk, 17 ADA (Americans with Disabilities Act) compliant ramps, and driveway adjustments necessary are included to provide new pedestrian facilities within the Dexter Neighborhood.

Background

On September 25, 2012, Council approved an amendment to the Community Development Block Grant (CDBG) 2012-2013 Annual Plan which designated residual, unallocated funding in the amount of \$238,343.00 to the Dexter Sidewalk / ADA Improvement Project. Previously, Council approved an allocation in the plan in the amount of \$61,657.00 on March 27, 2012; subsequently, \$300,000.00 was allocated for the Dexter Sidewalk / ADA Improvement Project.

The Public Works and Community Development Departments have worked jointly to expedite delivery of the sidewalk infrastructure improvements for the Dexter Neighborhood. Installation of sidewalks will allow greater connectivity to schools, Yavapai Regional Medical Center, and retail businesses.

Procurement

On October 18, 2012, the City received Statements of Qualifications from six (6) firms for engineering design services. Pursuant to the City Procurement Code for selection of professional services, a committee ranked the individual firms based on their Statements of Qualifications, and determined Granite Basin Engineering, Inc., to be the top ranked firm for this project. Subsequently, the scope of services was determined and fees negotiated.

Agenda Item: Approval of professional services agreement with Granite Basin Engineering, Inc., for engineering and design of the 2013 Dexter Neighborhood Sidewalk Improvement Project in an amount not to exceed \$30,000.00

Schedule

Engineering is scheduled to begin in November and be completed by late December 2012. Pending a future contract award construction is scheduled for completion in April 2013.

Budget

Funding for this engineering contract in the amount of \$30,000.00 is available from the CDBG for FY 2012-2013.

Attachments	Scope & Fee	Exhibit A
	Location Map	Exhibit B

Recommended Action: **MOVE** to approve a professional services agreement with Granite Basin Engineering, Inc., for engineering and design of the 2013 Dexter Neighborhood Sidewalk Improvement Project in an amount not to exceed \$30,000.00.



Scope of Work

2013 Dexter Neighborhood Sidewalk Improvements

October 31, 2012

Project Description

Surveying and design of curb and gutter and sidewalk improvements in the Dexter Neighborhood along Dameron Drive, Hillside Avenue, Ruth Street and Bird Street as described in the report contained within the RSOQ. In general, the work includes:

- Approximately 22,335-SF of sidewalk, curb and gutter installation
- Approximately 11,161-SF of removals
- Approximately 18 ADA ramps
- Driveway replacements where necessary

The project will be primarily removal of sections of deteriorated sidewalk and curb/gutter and installation of new sidewalk and new curb/gutter in some areas. Street, utility and drainage improvements are not contemplated in this scope of work. Minimal but necessary improvements to the area adjacent to the sidewalks will be required for public health and safety, ADA compliance where practical (*this project will not alter longitudinal slopes and does not include design of alternate ADA routes along roadways exceeding 5%*), compatibility with adjacent property and to maintain functional drainage.

Scope & Fees

<i>Task</i>	<i>Description</i>	<i>Fee</i>
1	Project Kick-Off Meeting: Attend a kick-off meeting with City staff on November 14th. At that meeting, provide a detailed design schedule, a list of the team members who will be involved in the project, along with their phone numbers and e-mail addresses and organizational chart showing the relationship of all of the team members and any submittals required contractually. Prepare meeting agenda and meeting minutes.	\$410
2	Progress Meetings: The City and Engineer will agree on appointed days and times to meet and discuss the progress of the project. This schedule may be augmented with additional meetings if issues come up that so require them.	\$860
3	Utility Review: Have the affected areas BLUESTAKED and note utility service lines, meter boxes, valves, manholes, power poles or other structures on the project plans. Review all available as-built data and GIS information from the City of Prescott archives. Includes review of all gas, power, telephone and CATV information.	\$1,180

4	Topographic Mapping: Provide topographic mapping for all areas relevant to the sidewalk improvements. Mapping will supplement previous aerial topography and imagery provided by the City. Research all record property information, perform necessary title searches and verify boundaries relevant to the utility improvements.	\$9,780
5	Preliminary Design: The conceptual design shall be schematic level drawings (plan-view only) identifying existing conditions including: right-of-way and easements; benchmarks; adjacent property lines; existing pavement limits; and all utilities (electric, gas, fiber, water, sewer, effluent, and storm drain) located within the project limits. The conceptual design shall further identify any required additional easements/right-of-way; all existing water meters, water valves, sewer manholes and cleanouts and any other utility fixture or potential utility conflict, and any other efforts required to design and construct a quality product. The design submittal shall include a detailed construction cost estimate. Adhere to the City's boilerplate for Technical Specifications unless conditions require Special Provisions. ALL bid items SHALL be addressed in the Technical Specifications or Special Provisions. Items NOT required for the project SHALL be deleted from the text. Any deviation(s) from the boilerplate shall be brought to the City's attention. One or more meetings will be held with the City for a table top review of conceptual design. Prepare a bond copy set of plans to be redlined at the table top review meeting and one or more copies for the City's use as required.	\$7,300
6	Pre-Final 95% Design Meeting: A meeting will be held between the Engineer and the City for table top final review of the plans. A separate submittal is not required.	\$640
7	Preparation of Final (100%) Plans, Specifications, Bid Schedule and Engineers Estimate: The final plans (plan view only) shall incorporate any adjustments or corrections made during the review of the pre-final plans and shall include horizontal and vertical controls to properly construct sidewalk and curb/gutter improvements. Sufficient topographical information shall be included at the areas of ADA ramp installation to allow a contractor to properly construct the ramps. A set of final reproducible plans shall be provided on 3 mil Mylar and on disk (compatible with either MicroStation *.DGN or AUTOCAD * .DXF). A hard copy and disk of specifications, bid schedule, and engineers estimate, shall be submitted (compatible with Microsoft Word). The Engineer will only be responsible for the technical provisions portion of the specifications, bidding schedule, and engineer's estimate. The City will prepare the formal contract documents.	\$2,800
8	Benchmarks: Locate or set sufficient temporary benchmarks in the field to allow the project to be constructed in accordance with the design.	\$1,020
9	Reimbursable Expenses: Includes allowance for production costs.	\$1,010
10	Project Contingency: Only to be used as necessary and as required to cover additional expenses incurred for unanticipated field conditions.	\$5,000

Total \$30,000

Attachments: Labor Matrix



Labor Matrix
2013 Dexter Neighborhood
Sidewalk Replacement Project



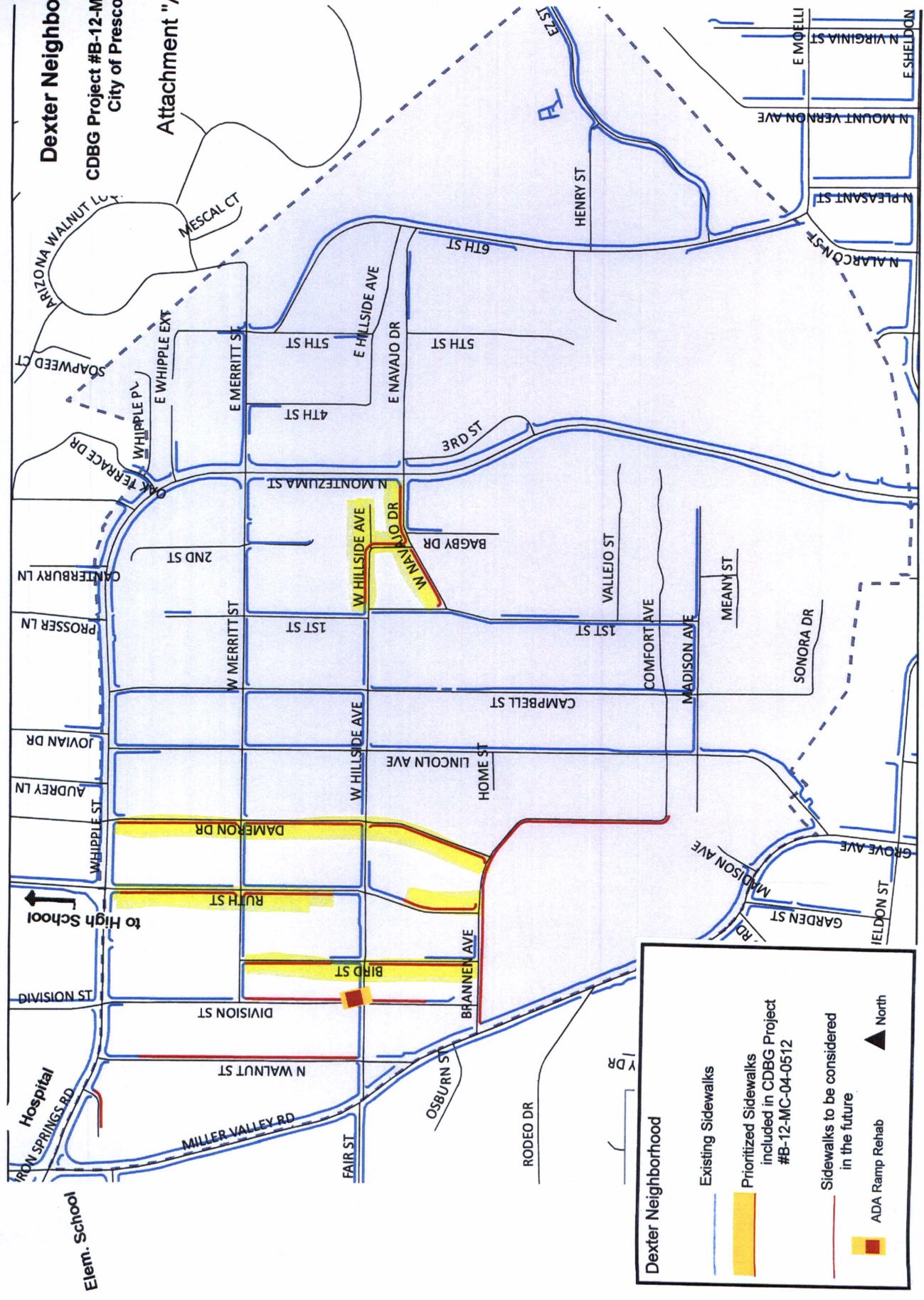
Labor Code	Professional Engineer	Registered Surveyor	Field Survey Crew	Designer/Drafter
Billing Rate	\$125	\$105	\$150	\$90

Task I.D.	Totals		Estimated Labor			
	Hours	Dollars				
Project Kick-Off Meeting	4	\$410	1	1		2
Progress Meetings	8	\$860	4			4
Utility Review	12	\$1,180	2	2		8
Topographic Mapping	74	\$9,780		8	50	16
Preliminary Design	78	\$7,300	8			70
Pre-Final 95% Design Meeting	6	\$640	2	2		2
Preparation of 100% Plans & Specifications	28	\$2,800	8			20
Benchmarks	8	\$1,020		4	4	
Totals	218	\$23,990	\$3,125	\$1,785	\$8,100	\$10,980
Reimbursible Expenses		\$1,010				
Project Contingency		\$5,000				
Total Project		\$30,000				

Exhibit B

Dexter Neighborhood
CDBG Project #B-12-MC-04-0512
City of Prescott

Attachment "A"



COUNCIL AGENDA MEMO – November 13, 2012
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DEPARTMENT: Public Works

AGENDA ITEM: Award of bid and contract for the Water Storage Tank Remote Operated Vehicle Inspection Project to Riley Industrial Services, Inc., in an amount not to exceed \$34,465.00
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Approved By:	Date:
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Department Head: Mark Nietupski	11/02/2012
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Finance Director: Mark Woodfill	
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City Manager: Craig McConnell	<i>Craig McConnell</i>
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11-6-12

Item Summary

This item is to award a bid and contract with Riley Industrial Services, Inc., Chandler, Arizona, to perform inspections on 18 City owned water storage tanks using a remotely operated apparatus. The inspections and recommendations will be completed by specialized personnel with National Association of Corrosion Engineer (NACE) accreditations.

Background

The Utilities Division is responsible for operation and maintenance of 30 potable water storage tanks (concrete and steel) varying in capacity from 6,000 to 5,000,000 gallons. Interior and exterior conditions of the storage tanks vary considerably depending upon age (from one to fifty years old) and maintenance history. To achieve compliance with federal regulations pertaining to public water systems, the American Water Works Association recommends that steel storage tanks be inspected annually and fully reconditioned every 12 to 15 years to assure they are sanitary, watertight and in good working order to extend service life. The City of Prescott does not have the in-house personnel or equipment to perform the necessary structural and public health inspections. Accordingly, most municipalities and water companies nationwide engage contractors to perform these types of specialty work to manage their tank inspection and maintenance programs.

In 2005 the City entered into a multi-year contract (#05-171) for a comprehensive interior and exterior maintenance and rehabilitation program for potable water storage tanks. Through this contract 14 tanks have had various types of maintenance performed, with highest priority needs oriented to extending the service lives.

This present contract will provide tank inspections and prioritize work according to the extent and immediacy of necessary maintenance and/or rehabilitation. Each inspection will be performed by a remotely operated vehicle (ROV) capable of recording conditions of the sidewalls, roof, floor, pillars, pipes and appurtenances. The interior inspection of tanks will be narrated and recorded on a DVD. Interior and exterior paint samples will be collected and analyzed at a certified laboratory to determine the chemical compositions and conditions of the existing coatings.

Agenda Item: Award of bid and contract for the Water Storage Tank Remote Operated Vehicle Inspection Project to Riley Industrial Services, Inc., in an amount not to exceed \$34,465.00

The tank inspections will assess sanitary, safety, structural, security, and coatings conditions in accordance with regulatory standards. A comprehensive written report containing the DVD, digital photographs, required or recommended repairs, and cost estimates for the repairs will detail the condition of each tank.

The goal of this contract is twofold: to establish a prioritized list of tank maintenance needs based on industry standard inspection methods; and enable the City to plan both operationally and financially for repairs. A subsequent contract, for future Council consideration, will set forth an ongoing tank maintenance program to assure regulatory compliance, control corrosion, ensure reliable serviceability, and efficiently manage long term repair and rehabilitation costs based on the prioritized list of projects.

Solicitation and Bid Results

A Multi-Step Sealed Bid process was utilized (as authorized by the City Procurement Code) to ensure that the potential bidders had the qualifications to perform the specialized work. Four (4) bids were received on October 19, 2012 from:

Riley Industrial Services, Inc.	Chandler, AZ	\$34,465.00
Utility Service Company, Inc.	Perry, GA	\$38,600.00
CSI Services	Santa Clarita, CA	\$47,830.00
KLM Engineering	Lake Elmo, MN	\$54,400.00

Written confirmation of their bid has been received from the low responsive bidder. Verification of the company's license, references, and past performance of similar projects has been completed.

Schedule

The contract requires the inspections to be completed within 90 calendar days of the Notice to Proceed. The results of the inspections will be used to formulate defined maintenance activities for the FY14 budget.

Budget

FY 2013 funding for this project is available in the Water Fund.

Attachment - Bid Tabulation
- Tank Inventory

Recommended Action: **MOVE** to award the bid and contract for Water Storage Tank Remote Operated Vehicle (ROV) Inspection Project to Riley Industrial Services, Inc., in an amount not to exceed \$34,465.00.

**City of Prescott Water Storage Tank ROV Project
Bid Tabulation**

Item #	Item Description	Quantity	Unit	Riley Industrial Services Inc		Utility Service Company		CSI Services, Inc		KLM Engineering, Inc	
				Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
1	Mobilization/Demobilization	1	LS	\$920.00	\$920.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$7,400.00	\$7,400.00
2	Inspection Complete w/ Report	-----	----	-----	-----	-----	-----	-----	-----	-----	-----
2a	0.0-0.5 MG - Steel	12	EA	\$1,147.50	\$13,770.00	\$1,500.00	\$18,000.00	\$1,975.00	\$23,700.00	\$1,800.00	\$21,600.00
2b	1.5-2.0 MG - Steel	2	EA	\$1,205.00	\$2,410.00	\$1,800.00	\$3,600.00	\$1,975.00	\$3,950.00	\$2,800.00	\$5,600.00
2c	3.0 MG - Steel	1	EA	\$1,262.50	\$1,262.50	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,800.00	\$2,800.00
2d	3.0 MG - Concrete	1	EA	\$1,262.50	\$1,262.50	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,800.00	\$2,800.00
2e	5.0 MG - Steel	1	EA	\$1,320.00	\$1,320.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$2,800.00	\$2,800.00
2f	5.0 MG - Concrete	1	EA	\$1,320.00	\$1,320.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$2,800.00	\$2,800.00
3	Laboratory Testing (two per tank)	36	EA	\$200.00	\$7,200.00	\$27.78	\$1,000.00	\$55.00	\$1,980.00	\$100.00	\$3,600.00
4	Contract Allowance	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	Total Bid				\$34,465.00		\$38,600.00		\$47,830.00		\$54,400.00

Water Storage Tank Inventory

Attachment D

Number	Name	Capacity (Million Gallons)	Diameter (ft)	Height (ft)	Material
1	Cedarwood Tank	0.100	24	32	Steel
2	Chino Forebay	5.000	166	31	Steel
3	East Regional	3.000	126	32	Steel
4	Forest Trails Tank	0.415	47	32	Steel
5	Frontier Village Tank	0.500	60	24	Steel
6	Haisley Tank	0.150	40	16	Steel
7	Juniper Tank	0.006	8.5	12	Steel
8	Longview Tank	0.100	34	16	Steel
9	Mingus Tank #1	0.200	37.5	24	Steel
10	Mingus Tank #2	0.200	37.5	24	Steel
11	Northwest Regional	2.000	119	24	Steel
12	North Reservoir 'A'	3.000	167	20	Concrete
13	Prescott Pines Tank	0.100	27	24	Steel
14	Ranch Tank #1	0.250	57	16	Steel
15	Ranch Tank #2	0.100	40	16	Steel
16	Southeast Regional	1.500	89	32	Steel
17	South Reservoir	5.000	210	24	Concrete
18	Upper Rancho Vista Tank	0.050	26.5	16	Steel

COUNCIL AGENDA MEMO November 13, 2012

DEPARTMENT: Public Works

AGENDA ITEM: A request by Yavapai College for a variance to City Code, Title 8-6-2 to allow the placement of an electronic monument sign within the public right-of-way; and to grant an exception to the Land Development Code Article 6.12, pertaining to the size and height of the sign; and a License Agreement (tabled item from 10/23/12 meeting)

Approved By:

Date:

Department Head: Mark Nietupski	11/5/2012
Finance Director: Mark Woodfill	
City Manager: Craig McConnell 	11-5-12

Item Summary

Approval of this item will grant a variance from City Code Title 8-6-2 and allow Yavapai College (YC) to place a free-standing electronic "changeable copy" monument sign in the public right-of-way behind the concrete barrier wall along the SR69/SR89 approach to Sheldon Street (Exhibits A and B); and an exception to Land Development Code Article 6.12 requirements pertaining to the size and height of the sign.

Background

This item was discussed at the October 23, 2012, City Council meeting and tabled for further consideration on November 13, 2012, pending the completion of a traffic study to evaluate safety in relation to the proposed sign location and vehicle weaving movements (lane changes) occurring on the SR 69 and SR 89 ramps that join in parallel approaching Sheldon Street.

In essence the study (attached) identified the average number of collisions over 5 years is 1.8 sideswipe collisions per year, which does not indicate an existing problem considering that a conservatively low 365,000 lane change movements occur between the gore point (where the highway ramps join) and the mid-point of the curve at Sheldon Street each year. However, the study was not able to predict an increase in collisions related to a changeable copy sign and the distraction it might create if installed in this high traffic volume/movement area.

Attachments

- Traffic Engineering Report
- Location Map

Recommended Action: Consider the request and determine whether to approve: 1) a variance from City Code Title 8-6-2 to place a sign within the public right-of-way; 2) and an exception to the LDC Article 6.12 for the size and height of the sign; and 3) a License Agreement.

TRAFFIC ENGINEERING REPORT

SR69 @ SR89 INTERCHANGE SHELDON STREET SLIP RAMP – YAVAPAI COLLEGE ELECTRONIC MONUMENT SIGN REQUEST

OCTOBER, 2012

BACKGROUND

At the October 23rd, 2012 meeting, Prescott City Council was presented an item to consider a variance to City Code Title 8-6-2 for the placement of an electronic message sign within the public right-of-way near the SR69 @ SR89 interchange, a portion of which is owned and operated by the City of Prescott. The item as presented requests that an oversized free standing monument sign be placed behind the concrete barrier wall along the SR69/SR89 approach to Sheldon Street to allow the best visibility to traffic in the area. After a short discussion of the sign and variance specifics, Council comments included safety concerns over the way vehicles merge and weave on Sheldon Street just downstream of the slip lane ramps from SR69 and SR89. This discussion led to a motion to table the item until November 13th, 2012, so that staff can address safety concerns.

TRAFFIC ENGINEERING INVESTIGATION

A number of factors were investigated for this report. They include the existing posted speed, speed, roadway geometrics, signs & traffic control, sight distance, volume, collision data, roadside development, weaving details, and electronic sign considerations. A discussion for each of these factors follows.

Posted Speed

The posted speed limit for both slip ramps prior to and through the gore point continuing onto Sheldon Street is 35 mph.

Speed

Speeds were recorded on Monday October 29th, 2012, on the Sheldon Street slip ramp just west of the gore point from 10:40am to 11:15am. A one hundred car sample resulted in a 38.6 MPH 85th percentile speed, a pace speed of 31-41 MPH with 87% in the pace, and a high speed of 51 MPH. These speeds are typical of a roadway posted at 35 MPH.

Roadway Geometrics

The SR69 @ SR89 Interchange was constructed by the Arizona Department of Transportation (ADOT) in April 2009. The majority of the interchange remains under ADOT ownership, with the exception of the south/westerly portion which has been turned back to the City of Prescott for ownership and maintenance. Drivers coming from the east on SR69 and from the north on SR89 are provided dedicated slip ramps that exit the interchange on the southwest end and come together to form the two lanes of Sheldon

Street. The SR69 slip lane has 18' of pavement width with a striped 12' lane and SR89 slip lane has 24' of pavement width with a striped 12' lane. The lanes are controlled as they come together using a white gore that is 240' long using 12" white thermoplastic striping. Southwest of the gore point the lanes are uncontrolled and striped with standard 10' on 30' white skip lane lines. Sheldon Street has 31' of pavement width with two striped lanes that are 12' wide. Along the right side of the roadway a 7' paved shoulder area is provided between the right (slow) lane and the concrete barrier wall. Sheldon Street just southwest of the gore is on a straight alignment for 240' after which it turns to the west through a curve. The slip ramp from SR69 is on a slight downgrade as it approaches Sheldon Street while the slip ramp from SR89 is on a slight upgrade. At the Sheldon Street transition the roadway is level and then transitions into a downgrade through the curve to the west. Due to corridor constraints along Sheldon Street there are no future plans to widen the interchange along the slip ramp.

Signing & Traffic Control

The slip ramps through the interchange and transition to the Sheldon Street lanes are free flow and channelized using a vertical curbed median on the left and barrier wall on the right. The slip ramps share a common posted entering lane added roadway sign W4-3, as required in advance of a point where the two roadways converge and merging movements are not required. A "Watch for Stopped Vehicles" warning sign was recently added to notify drivers of stopped and queuing traffic from the traffic signal at Sheldon Street @ Rush Street. Additionally the roadway is posted with 35 mph speed limit signs just north of the gore point on each slip ramp.

Sight Distance

The sight distance for southwest traffic on Sheldon Street has been reviewed to determine if it meets the required 305' minimum safe stopping distance (SSD) for the posted speed of 35 MPH. Field measurements taken and documented in the survey by Yavapai College indicate that this requirement is not met along a portion of the City right-of-way near the curve where existing landscaping creates limitations. To mitigate this City staff has requested that Yavapai College (who maintains the landscaping in the ROW by agreement) remove or trim the landscaping to ensure that the sight distance is optimized. Additionally staff has recommended that the proposed sign be located as far west as possible in the triangular ROW piece below the barrier wall to eliminate any conflict of it with the SSD.

Volume

Traffic volumes were collected with the following results:

SR69 Slip Ramp: W/B: 10,600	Sheldon St.: E/B: 11,300
SR89 Slip Ramp: S/B: <u>5,900</u>	W/B: <u>11,700</u>
16,500	23,000

Weaving volumes were collected with the following results:
 (Total weaves, both ramps either direction) (Specific weave movements 2HR comb.)

Time:	Weave Volume:	Lft.-Rt/Rt.-Lft.	Over gore Lft.-Rt.:
7:00-8:00	276	472 / 74	42
8:00-9:00	270		
16:00-17:00	213	414 / 24	24
17:00-18:00	225		
Average:	246		

Collision Data

Traffic collision reports were reviewed for the past five calendar years from January 1, 2008 to October of 2012 for the Sheldon Street slip ramps, it was discovered that there were a total of nine (9) collisions involving sideswipes from lane changes. Of these, four (4) occurred in the curve, four (4) west of the curve, and one (1) just east of the intersection at Rush Street. This number of collisions over 5 years averages 1.8 sideswipe collisions per year and does not indicate a problem. This is further reinforced given that conservatively low there are over 365,000 lane change movements at that location each year.

Roadside Development

Development adjacent to the roadway consists of various commercial businesses, including a motel, gas station, two restaurants, a realty office and a rental car office on the east with Yavapai College campus along the entire west side.

Weaving Details

In order to determine what if any problem exists at the location which would increase the frequency of sideswipe collisions, staff reviewed the design of the slip ramps, the available length for lane change movements and the transition to the two lane section. What was found indicates that the location is not a traditional merge ramp condition, where one lane of traffic must merge into a through lane within a specific distance. Instead neither of the incoming ramps force users to merge, as they are both provided dedicated lanes which continue to the west terminus of Sheldon Street at Montezuma Street. The introduction of the heavy weaving movement therefore is strictly optional and used out of necessity as drivers prepare to turn into driveways and/or streets further west at desired destinations. Yavapai College is the heaviest generator of these lane change movements creating a heavy left lane to right lane merge from SR69. The design of the interchange provides for a distance of 1050' from the gore point to the start of the right turn pocket into the college. This distance is long enough to allow the movements to take

place in a safe manner, however since the Sheldon Street @ Rush Street traffic signal introduces queuing traffic during the heaviest peak hours this length is reduced making the lane changing more difficult. Drivers have likely adapted to this fact by merging at the first possible opportunity. Unfortunately this leads to aggressive lane changing maneuvers at the gore point and for some (around 7.5% of all SR69 ramp weave movements) even crossing the striped area of the gore.

Electronic Sign Considerations

By their very nature, electronic signs are designed to distract drivers and their passengers more so than traditional signage. Several studies suggest varying amounts of distraction due to electronic signage, dependent on the source of the research. Some research shows significant distraction, but not all distraction has significant safety impacts. In these studies, video and scrolling transition methods are the most distracting, followed by signs that carry messages delivered through multiple displays, then flashing messages, and finally static signs with controlled transition times. Recently the City has updated their regulations on these types of signs and has determined that static signs with controlled transitions are most appropriate for use in Prescott.

Sign size is not specifically quantified in determining driver distraction however an effort should be made to make the sign large enough to provide a clear message readable within a short time but small enough not to dominate the scenery with an overly conspicuous sign which distracts needlessly.

Understanding that the majority of all crashes involve driver distraction, also known as driver inattention, and since advertising signage in general is intended to attract attention, it follows that an increase in advertising can lead to increased inattention and thereby increase the risk of crashes. Drivers are considered to be distracted to a dangerous degree if their eyes are diverted for more than 2 seconds. In areas of severe congestion, this may be reduced to $\frac{3}{4}$ second. Both the speed of traffic and the location of a sign play a part in determining the risk of driver distraction. Quantifying this distraction and its actual effects on crashes are difficult to determine however and studies on the subject are not conclusive.

The purpose of traffic control devices, as well as the principles for their use, is to promote highway safety and efficiency by providing for the orderly movement of all road users on streets and highways. Traffic control devices are intended to notify road users of regulations and provide warning and guidance. For this reason the Federal Highway Administration (FHWA) in its Manual of Uniform Traffic Control Devices (MUTCD) does not support the placement of advertising messages or any other message that is not related to traffic control.

Given these facts the suggestion to consider placing the electronic sign directly in the intersection island of Gurley Street @ Sheldon Street is not recommended. A sign here would introduce information to drivers unrelated to traffic control and greatly increase distraction. Additionally the sign would need to be protected from crashes using guardrail as it is in no way designed to meet roadside crash standards (breakaway base, etc.) It may

also create a precedent for signing in the public right-of-way that others may wish to request in other locations in Prescott. Placement of the sign behind the barrier wall while technically in the public right-of-way is typically where a sign of this type would be positioned. In this case the right-of-way is substantially wider than usual creating a condition requiring City approval.

ANALYSIS

The existing weaving movements from SR69 and SR89 to Sheldon Street while heavy do not constitute a safety problem as evidenced through the collision rate. The interchange design, signing and striping is appropriate and is not exposing the City of Prescott to any undue liability. Drivers seem to be merging aggressively as a result of traffic conditions downstream that make changing lanes as soon as possible the preferred method. This merge condition will continue to occur regardless of any decision on the electronic sign installation.

The electronic sign placed behind the median wall may or may not result in increased crash rates. As described with appropriate placement and landscape modification the sign in this location will not adversely affect safe stopping sight distance. The sign if placed within the roadway prism on the intersection island of Gurley Street @ Sheldon Street would constitute a roadside hazard and require protection using guardrail. The sign would be highly unexpected at that location and create substantial distraction to drivers on all legs of the intersection and the slip ramp. It may also set a precedent for other sign requests in Prescott.

FINDINGS

- The existing signing and striping may remain unchanged without issue.
- In the event an electronic sign is installed, condition that it only be placed outside the roadway prism behind the barrier wall and that the landscaping be cleared as directed to improve sight visibility.

RIGHT-OF-WAY ENCROACHMENT LICENSE AND PERMIT AGREEMENT

Agreement made this ____ day of _____, 2012, by and between the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as “Licensor”, and The Yavapai College Community Facilities District, hereinafter referred to as “Licensee.”

WHEREAS the City Council of the City of Prescott has granted the Yavapai College Community Facilities District a variance pursuant to City Code, Chapter 8-6, for the limited purposes stated herein, now therefore,

WHEREAS the Yavapai College Community Facilities District must also obtain from the Public Works Director a permit or license for the purposes of such variance,

In consideration of the mutual promises 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 agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants to Licensee a license to occupy and use a portion of the right-of-way owned by Licensor generally located on Sheldon Street, Prescott, Arizona, and more particularly identified as the location described in the attached Exhibit “A” and “B”, for the sole purpose of allowing the placement of a sign described herein. Said construction, installation and any repair and/or maintenance of the sign shall be at the Licensee’s expense and at no cost to the Licensor, subject to the prior approval by the City Public Works Director.

2. **LIMITATION TO LOCATION AND DESCRIBED USE OF PREMISES.** The location and limitation of this License shall be specifically limited to the location in the right-of-way as more particularly described in the attached and incorporated Exhibit “A” and “B” hereto, and no other. The use of such location is specifically limited to the erection of an electronic monument changeable copy sign, and associated utility location, as described in the attached Exhibit “C” to be used solely to provide information about events at the Yavapai College Performing Arts Center or other Yavapai College events, and for no other purpose, including but not limited to any commercial purposes or containing any other commercial information.

3. **RESPONSIBILITY OF LICENSEE.** Licensee shall maintain the area which is hereby licensed in good condition and repair. Licensee shall at all times keep and maintain said area in a safe and good condition and repair. Yavapai College shall, at their own expense,

modify the landscaping within the line of sight triangle noted on Exhibit B, so that no trees or shrubbery are greater than three (3) feet in height or are lower than seven (7) feet in height.

4. INDEMNIFICATION. To the fullest extent allowed by law, the Licensee hereby agrees to defend, indemnify, save and hold harmless the Licensor, its departments, agencies, officers and employees from all cost, damages, liability and claims of any kind whatsoever which is caused by any activity, condition or event arising out of the use of the licensed area by Licensee.

5. LICENSE. This Agreement shall be construed as a mere license by Licensor to Licensee. It shall not be construed as an easement, lease, rental agreement, or as a grant of any interest in the real property other than a mere license.

6. TERMINATION. This Agreement may be terminated with or without cause by either party by providing thirty (30) days written notice to the other party. Licensee shall have no claim or cause of action whatsoever against the Licensor by reason of any termination of this License and hereby waives same.

7. REMOVAL OF IMPROVEMENTS UPON TERMINATION. Licensee agrees to remove any and all improvements, including but not limited to any structures which are allowed pursuant to this Agreement, at its sole cost, immediately upon the termination of the License. If Licensee shall fail to remove said improvements within the time specified herein, then in that event, Licensor may remove same, the costs of which shall become a charge against Licensee which Licensee hereby agrees to pay.

8. LICENSE NOT APPROVAL. This Agreement shall be construed as a mere license by Licensor to Licensee. It shall not be construed as an easement, lease, rental agreement, or as a grant of any interest in the real property other than a mere license. The grant of this License shall not be construed as the grant of approval or permit as to the construction, location or marking of any improvements other than described herein. Prior to undertaking any construction, markings, or other improvements within the licensed area, Licensee must first obtain a permit from the Community Development Department for the final plans for construction, including the location of any utilities. The licensee shall also provide the City with as-built plans, which shall include the location of any associated utilities. It is the understanding of the parties that any use of the subject right-of-way, or structures located thereon, are subject to all applicable Federal, State, County and City laws, rules, regulations, and ordinances, including but not limited to the City Land Development Code, unless an exception or variance has been granted by the City Council or Board of Adjustment.

9. INSURANCE. Licensee agrees and shall maintain in full force and effect during the entire term of this License Agreement, general errors and omissions, public liability insurance in the amount of \$2,000,000 covering the activities of the Licensee, with Licensor as a named additional insured. Certificates of such policy shall be delivered to Licensor before the term hereof commences. All insurance must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in

A.R.S. Section 20-217, a copy of which certificate is to be attached to the applicable Certificate of Insurance.

10. CONSIDERATION. In consideration of this Agreement, Licensee hereby agrees to pay to the Licensor the sum of seven hundred and nine dollars and two cents (\$709.02) per year, payable as follows: Payable the first of every November during the term of this License.

11. WAIVER OF JURY TRIAL. 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.

12. WAIVER OF ATTORNEY’S FEES. The parties hereby expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney’s fees, either pursuant to the License, pursuant to A.R.S. Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute.

13. CONFLICT OF INTEREST. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a 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.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the day and year first above written.

LICENSOR:

CITY OF PRESCOTT, a
Municipal corporation

By: _____
MARK NIETUPSKI
Public Works Director

ATTEST:

APPROVED AS TO FORM:

Lynn Mulhall, City Clerk

G. Eugene Neil, City Attorney

LICENSEE:

Yavapai County Community College District

By: _____

Name: _____

Title: _____

EXHIBIT A

That portion of Section 34, Township 14 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, being a portion of the State Route 89 – Sheldon Street right-of-way as shown on the Results of Survey for the PRESCOTT – ASH FORK HWY. Arizona Department of Transportation Project S-089-B-701, Drawing D-13-T-471, recorded in Book 170 of Land Surveys at Page 5, records of the Yavapai County Recorder, adjoining the southeasterly line of the Description for Fee Estate – To College described in Exhibit "A" as recorded in Book 4005 of Official Records at Page 757, records of the Yavapai County Recorder, more particularly described as follows:

COMMENCING at Corner No. 1 of the WHIPPLE BARRACKS MILITARY RESERVATION marked with a G.L.O. brass cap, from which Corner No. 2 of said WHIPPLE BARRACKS MILITARY RESERVATION marked with a G.L.O. brass cap bears North 41°30'01" West (basis of bearing) a distance of 9596.21 feet (record);

thence South 89°41'53" East, along the northerly line of said Description for Fee Estate – To College, a distance of 1031.03 feet (record) to a point;

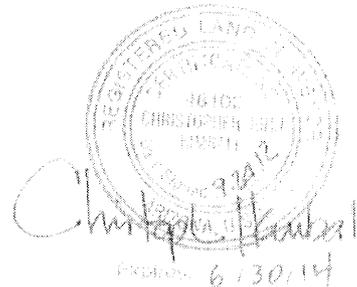
thence South 04°20'25" West, along the easterly line of said Description for Fee Estate – To College, a distance of 33.31 feet (record) to a point;

thence South 53°25'46" West, along the southeasterly line of said Description for Fee Estate – To College, a distance of 35.74 feet (record) to a point;

thence South 00°13'09" West, along the southeasterly line of said Description for Fee Estate – To College, a distance of 25.11 feet (record) to a point;

thence North 89°46'51" West, along the southeasterly line of said Description for Fee Estate – To College, a distance of 33.58 feet to a point;

thence South 53°25'46" West, along the southeasterly line of said Description for Fee Estate – To College, a distance of 68.82 feet (record) to a point;



Christopher J. Hall
6/30/14

thence westerly along the southeasterly line of said Description for Fee Estate – To College, from a local tangent bearing of South 68°53'08" West, along a curve to the right having a radius of 1382.50 feet, for a length of 98.71 feet (record) to a point;

thence South 03°10'33" West, along the southeasterly line of said Description for Fee Estate – To College, a distance of 29.39 feet (record) to a point;

thence North 86°49'27" West, along the southeasterly line of said Description for Fee Estate – To College, a distance of 75.09 feet to the TRUE POINT OF BEGINNING;

thence South 0°0'0" East, leaving said southeasterly line, a distance of 64.80 feet to a point;

thence southwesterly, from a local tangent bearing of South 62°19'51" West, along a curve to the left having a radius of 100.00 feet, for a length of 13.12 feet to a point;

thence South 54°48'50" West a distance of 18.00 feet to a point;

thence westerly, from a local tangent bearing of South 54°48'50" West, along a curve to the right having a radius of 15.00 feet, for a length of 9.67 feet to a point;

thence North 0°0'0" East a distance of 80.79 feet to a point on the southeasterly line of said Description for Fee Estate – To College;

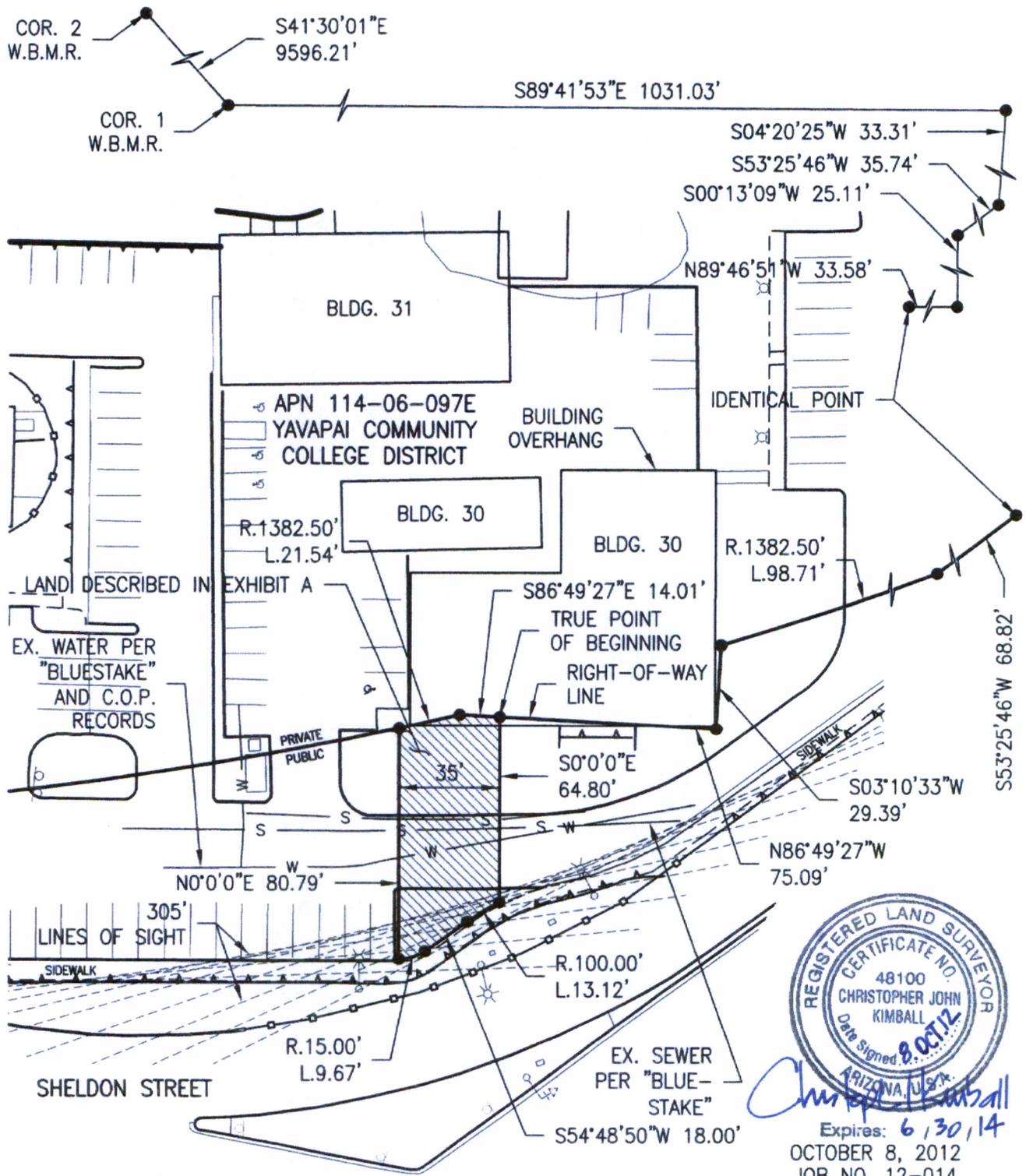
thence easterly, along the southeasterly line of said Description for Fee Estate – To College, from a local tangent bearing of North 77°45'29" East, along a curve to the left having a radius of 1382.50 feet for a length of 21.54 feet to a point;

thence South 86°49'27" East, along the southeasterly line of said Description for Fee Estate – To College, a distance of 14.01 feet to the TRUE POINT OF BEGINNING.

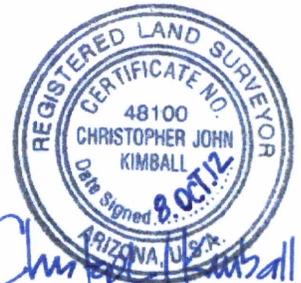
Containing 2,626 square feet, more or less.

This description is based on the record documents noted within and does not benefit from a field survey.

EXHIBIT B



C.O.P. ... CITY OF PRESCOTT
 R. ... RADIUS
 L. ... ARC LENGTH
 W.B.M.R. ... WHIPPLE BARRACKS MILITARY RESERVATION



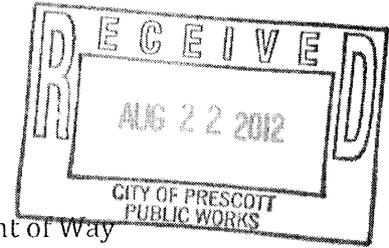
Expires: 6/30/14
 OCTOBER 8, 2012
 JOB NO. 12-014
 KELLEY/WISE ENGINEERING, INC.
 146 GROVE AVENUE
 PRESCOTT, AZ. 86301
 (928) 771-1730

*Copy Canon file
mm*

Yavapai COLLEGE

August 22, 2012

TO: Mark Niepupski, Public Works Director
CC: Tom Guice, Community Development Manager
Marlin Kuykendall, Mayor
RE: Request for Variance to allow placement of Sign in City Right of Way
And License Agreement



As you know, Yavapai College is located at the entrance to Prescott, on Sheldon at the junction to Highway 89. For over 40 years, the College has made significant contributions to the community through its educational programming and facilities. With the completion of recent renovations, Yavapai College is proud to present a brand new Performing Arts Center (YCPAC), one where expanded programming will provide culturally-enriching experiences for people living throughout Yavapai County.

The improved Yavapai College Performing Arts Center is an 1100 seat venue which brings in live performers from across the country to entertain and educate people from the greater Prescott area, as well as from surrounding communities, the state, and even from other states in our region. For example, demographic information from a recent concert held in June indicate that over 900 guests from outside of the Greater Prescott area attended the event—people who ate, shopped, and slept in Prescott, and generated sales tax revenues while visiting Prescott to see the show.

Yavapai College is interested in better publicizing the many events that are scheduled at the YCPAC. Unfortunately, the Performing Arts Center is located well off of Gurley Street creating an “extreme hardship” for the commercial activities of the venue. Yavapai College believes it would be in the best interest of the City, the College, and our mutual constituents to have an electronic sign to help promote a variety of events both in the Performing Arts Center and throughout the College District.

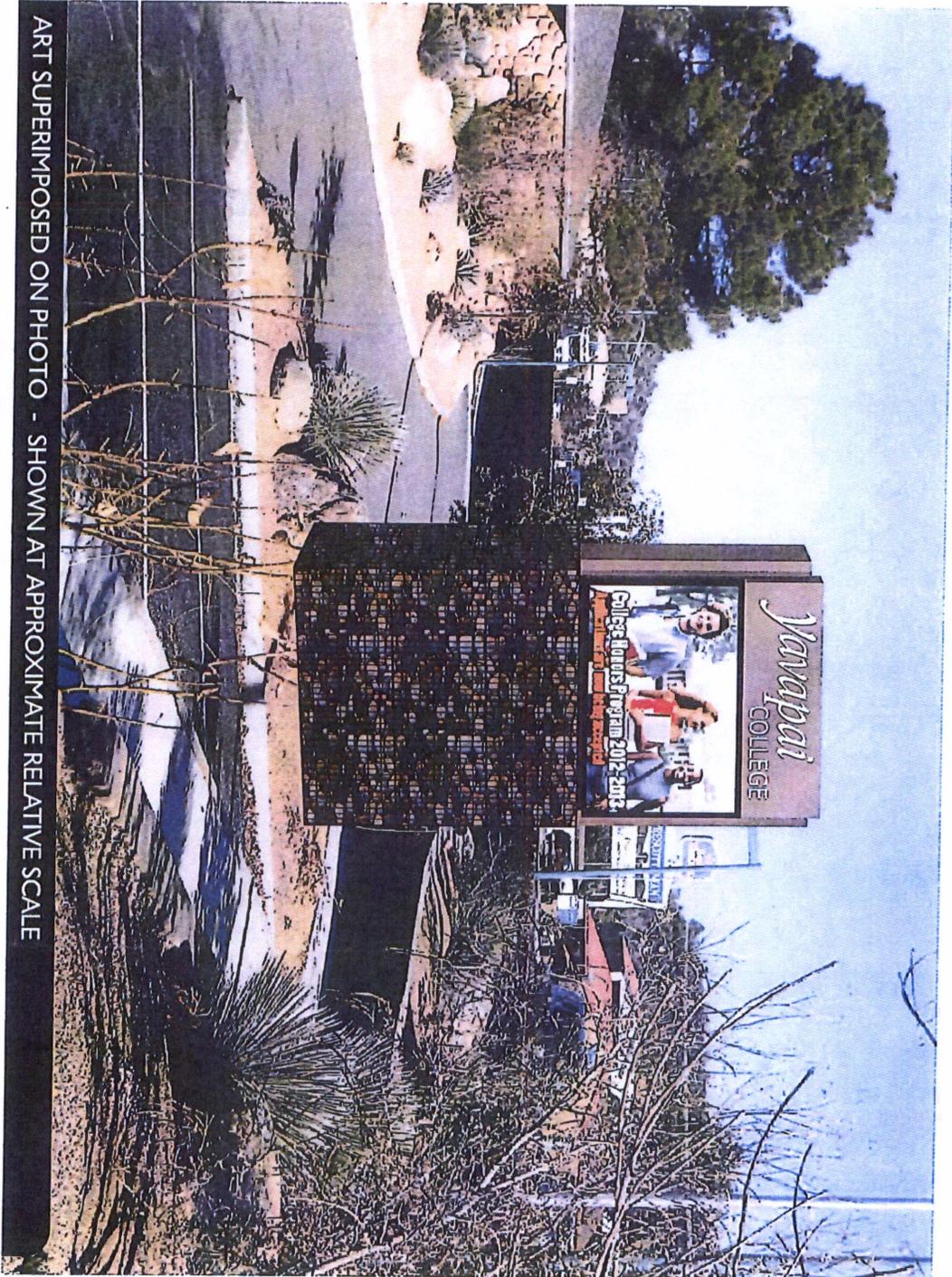
The City of Prescott has a right of way which extends along the entire border of the College property line. As such, we are asking the City Council to allow a variance to the city ordinance (per 8-6-3), and to establish a Licensing Agreement to allow Yavapai College the ongoing use of the property to allow for the placement of an electronic monument sign as outlined in the attached drawings.

Best Regards,

Clint Ewell, Vice President Finance & Administrative Services

life explored

1100 East Sheldon Street, Prescott, Arizona 86301 928.445.7300



ART SUPERIMPOSED ON PHOTO - SHOWN AT APPROXIMATE RELATIVE SCALE

<p>CLIENT NAME / PROJECT ADDRESS</p> <p>YAVAPAI COLLEGE</p> <p>PRESCOTT, ARIZONA</p>		<p>YESCO LLC FLAGSTAFF BRANCH 5702 E. Railroad Avenue, Flagstaff, AZ 86004 Phone (928) 853-2003 / Fax (928) 526-2028</p>
<p>ACCOUNT EXECUTIVE KATHY ROBERTS</p> <p>GENERAL MANAGER JIM WEINLOCK</p>		
<p>SCALE AS NOTED</p>	<p>REV. DATE BY</p>	<p>AZ Contractor Licenses: SIGHS #ROC260959, AWHIGS #ROC260960, ELECTRICAL #ROC260958</p>
<p>TRAINING NUMBER 6091259</p>	<p>SHEET 1 OF 3</p>	

COUNCIL AGENDA MEMO NOVEMBER 13, 2012
--

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4843-1242 to accept a Map of Dedication for real property and easements from Granite Dells Estates Properties, Inc., for Airport area Zone 12 utility improvements
--

Approved By:	Date:
Department Head: Mark Nietupski	11/2/2012
Finance Director: Mark Woodfill	
City Manager: Craig McConnell 	11-5-12

Item Summary

This item is to accept a Map of Dedication for real property and easements for the new Zone 12 water reservoir, future pump station/well site, water main, and slope and drainage improvements. The property is located south of Granite Dells Parkway off Highway 89A, in a portion of Section 6, Township 12 North, Range 1 West. The land is to be dedicated as recited in the Pre-Annexation Development Agreement Recorded on Book 4574, Page 221 of the Official Records of Yavapai County, Arizona. Water and wastewater main lines have been extended to the Granite Dells Estates Planned Area Development per the pre-annexation development agreement.

Background

Design plans are complete for a new 3.25 million gallon water storage reservoir to be constructed, upon approval of a future contract, within Granite Dells Estates subdivision. The tank is needed to replace an existing 1 million gallon Airport Water Storage Tank, which will be modified for effluent storage and reuse under the Airport Water Reclamation Facility Expansion Phase I Project. The land and easements are being dedicated to the City at no cost. The new 3.25 million gallon water storage tank will serve the Zone 12 area, which includes lands north of Highway 89A and east/west of SR 89. The only expense associated with the transaction will be escrow fees to be paid from the Water Fund in the estimated amount of \$1,700.00.

The Map of Dedication has been reviewed by and determined satisfactory to the Community Development, Public Works and Legal Departments.

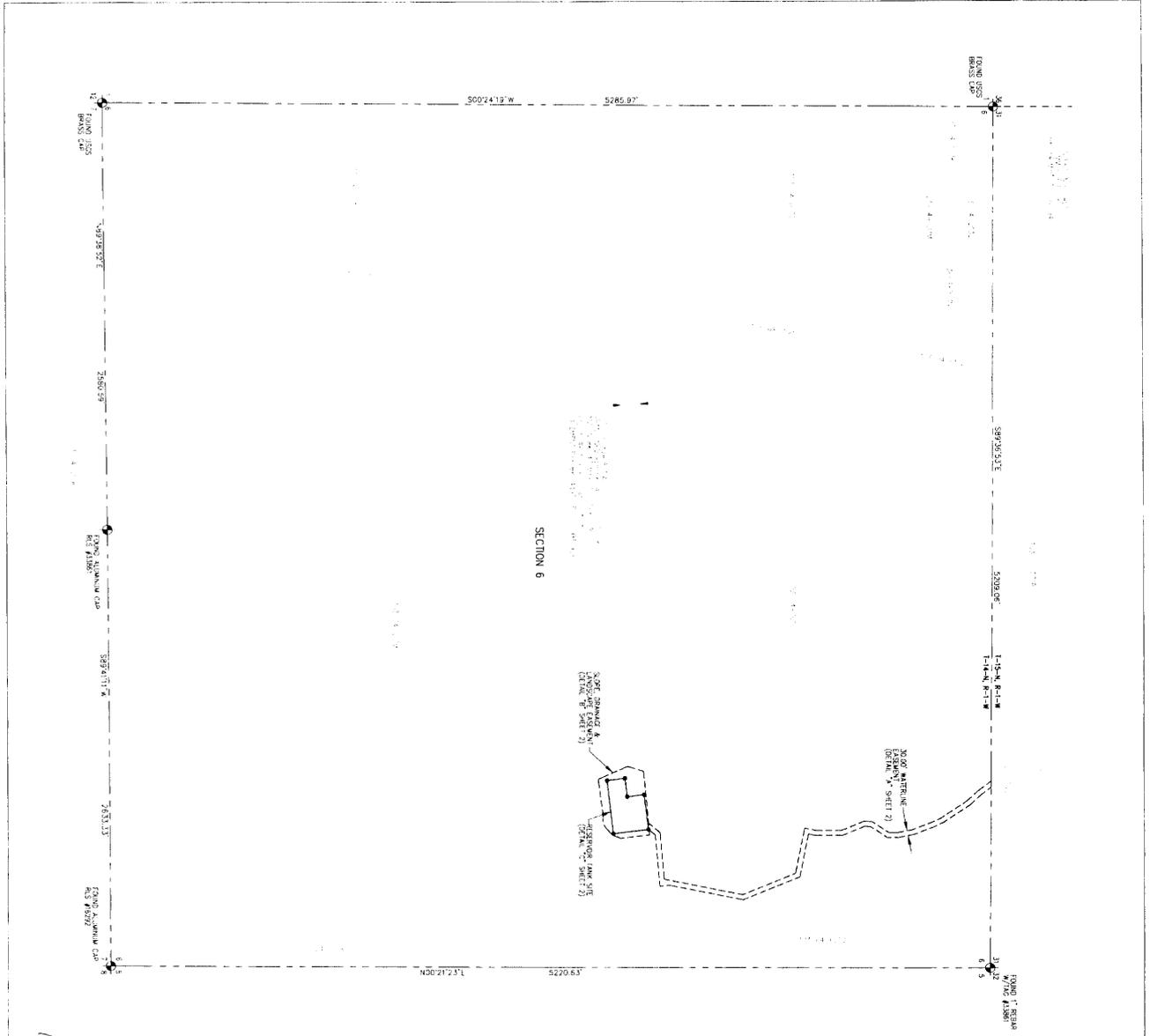
Attachments

- Exhibit A – Map of Dedication
- Exhibit B – Dedication Language
- Ordinance

Recommended Action: MOVE to adopt Ordinance No. 4843-1242.

MAP OF DEDICATION ZONE 12 RESERVOIR

LOCATED IN SECTION 6
TOWNSHIP 14 NORTH, RANGE 1 WEST,
CLA AND SALT RIVER BASIN AND MERIDIAN,
YAVAPAI COUNTY, ARIZONA



DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
THAT GRANITE BELLS ESTATES PROPERTIES, INC. AN ARIZONA CORPORATION, AS OWNER OF THAT CERTAIN REAL PROPERTY SITUED IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA, HAS HEREBY DEDICATED TO THE PUBLIC FOR WATER INFRASTRUCTURE PURPOSES ONLY THAT PORTION OF SAID REAL PROPERTY SHOWN ON THE PLAN AND AS SET FORTH HEREIN, YAVAPAI COUNTY, ARIZONA, AS SHOWN HEREON.
GRANITE BELLS ESTATES PROPERTIES, INC.
BY MICHELLE M. HANSEN, PRESIDENT

ACKNOWLEDGEMENT

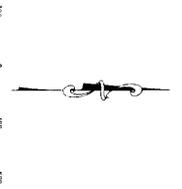
ON THIS 14th DAY OF FEBRUARY, 2012, BEFORE ME, the undersigned authority, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein contained, being duly authorized to do so.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
NOTARY PUBLIC
Jana L. Hulse
Feb 16, 2012

APPROVALS

APPROVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF PRESCOTT ON THIS _____ DAY OF _____, 2012.
YAVAPAI COUNTY ENGINEERING DEPARTMENT ON THIS _____ DAY OF _____, 2012.
CITY CLERK
APPROVED BY THE CITY OF PRESCOTT COMMUNITY DEVELOPMENT DEPARTMENT ON THIS _____ DAY OF _____, 2012.
COMMUNITY DEVELOPMENT DIRECTOR

JASON O'BRIEN, RLS
CERTIFICATION
I, JASON O'BRIEN, RLS, THE ENGINEER OF RECORD, HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ARIZONA. I AM NOT PROVIDING ANY DESIGN OR CONSTRUCTION SERVICES TO ANY OTHER PARTY.
EXPIRES 6/30/13

LOCATION MAP



EASEMENT RESTRICTIONS

THE DEDICATION OF EASEMENT RESTRICTIONS FOR ZONE 12 RESERVOIR IN THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AND IS HEREBY INCORPORATED AS PART OF THIS MAP OF DEDICATION.

LEGEND

- FOUND SECTION OR QUARTER CORNER AS VOID
- SALT CORNER BEARING (M/M/L/S)
- SECTION ONE
- DEPENDED THIS PLAN (EASMENTS, TANK SITE)

NOTES

- 1.) THE BASIS OF MEASUREMENT FOR THIS SURVEY IS THE CITY OF PRESCOTT'S GPS CONTROL NETWORK.
- 2.) 30,000 GPM WATERLINE EASMENT, #103026 S011.
- 3.) 3,000 GPM PUMP AND LANDSCAPE EASMENT, #450126 S011.
- 4.) RESERVOIR TANK SITE, #619500 S011.

LE Lion Engineering
Civil Engineer + Civil Surveyor
1850 WILLOW CREEK ROAD
PHOENIX, AZ 85024
PH: (602) 776-1700
FAX: (602) 776-1700

DATE: 10-04-12	DRAWN BY: JAW	CHECKED BY: JO
JOB NO.: 274-09	SHEET 1 OF 2	

YAVAPAI COUNTY RECORDER
FILED AND RECORDED AT REQUEST OF
JASON O'BRIEN, RLS
DATE: 2/16/12

Exhibit A

**MAP OF DEDICATION
ZONE 12 RESERVOIR**
 LOCATED IN SECTION 6
 TOWNSHIP 14 NORTH, RANGE 1 WEST,
 CILA AND SALT RIVER BASIN AND MERIDIAN,
 YAVAPA COUNTY, ARIZONA.

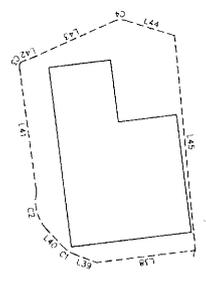
LINE TABLE

LINE	LENGTH	BEARING
138	173.29	S58°40'32"E
139	88.28	S21°03'07"W
140	222.87	S89°21'11"W
141	19.20	N89°51'56"W
142	154.80	N82°11'32"W
143	12.19	S89°51'56"W
144	22.15	S01°02'24"E
145	384.72	N64°51'56"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	DISTANCE
C1	27.58	60.00	28.5734°	N44°33'47"	23.70
C2	12.19	3.00	55.8059°	S83°17'33"	11.12
C3	22.15	30.00	47.1756°	S01°02'24"E	21.50

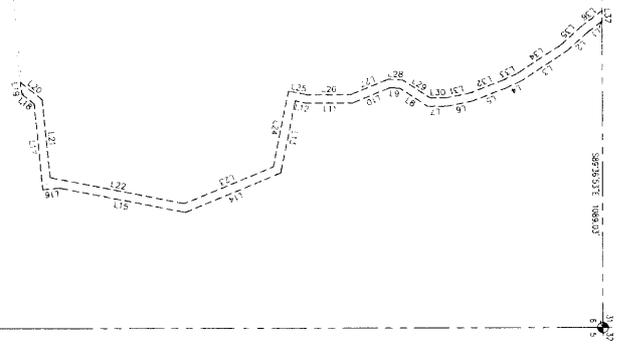
DETAIL "B"
 SLOPE GRADIENT & LANDSCAPE ELEVATION
 SCALE 1"=100'



LINE TABLE

LINE	LENGTH	BEARING
11	67.19	N37°44.34"E
12	66.17	N47°4.92"E
13	101.15	N33°26.96"W
14	148.13	N21°00.66"W
15	124.42	N21°00.66"W
16	30.73	N10°56.47"W
17	18.00	S58°51.51"E
18	18.00	S58°51.51"E
19	15.99	N02°32.41"E
20	141.80	N22°10.67"W
21	40.89	N01°24.31"E
22	242.41	N79°26.47"W
23	203.48	N27°10.74"W
24	19.61	S02°06.11"W
25	19.61	S02°06.11"W
26	44.21	N34°51.61"E
27	44.21	N34°51.61"E
28	44.21	N34°51.61"E
29	98.42	S38°51.52"W
30	278.32	S34°51.52"W
31	13.84	S37°01.67"E
32	278.32	S37°01.67"E
33	61.93	S11°34.93"W
34	18.00	S58°51.51"E
35	42.76	S52°10.67"E
36	50.13	S02°32.41"W
37	116.91	S34°04.34"W
38	86.19	S10°56.47"E
39	120.83	S71°00.66"E
40	18.00	S58°51.51"E
41	18.00	S58°51.51"E
42	94.22	S44°43.22"E
43	32.04	S32°04.32"E
44	35.14	N79°26.47"E

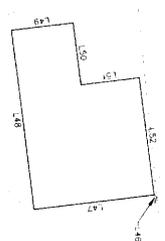
DETAIL "A"
 SLOPE WATER ELEVATION
 SCALE 1"=50'



LINE TABLE

LINE	LENGTH	BEARING
146	203.00	S58°40'32"E
147	102.00	S89°21'11"W
148	102.00	N89°51'56"W
149	102.00	N82°11'32"W
150	102.00	S89°51'56"W
151	203.00	N64°51'56"E

DETAIL "C"
 RESERVOIR TANK SITE
 SCALE 1"=50'



LYON ENGINEERING
 Civil Engineers & Land Surveyors
 1850 WILLOW CREEK ROAD
 PRESCOTT, AZ 86301
 (928) 776-1750

YAVAPA COUNTY, ARIZONA
 T130 AND WILLOW CREEK ROAD
 PRESCOTT, AZ 86301
 MAP OF DEDICATION
 ZONE 12 RESERVOIR
 DATE: 10-04-12 DRAWN BY: B.M.
 CHECKED BY: J.O.
 SHEET 7 OF 2

ASIN OBERIN, P.L.E.
 LICENSE 6720/13

YAVAPA COUNTY, ARIZONA
 T130 AND WILLOW CREEK ROAD
 PRESCOTT, AZ 86301
 MAP OF DEDICATION
 ZONE 12 RESERVOIR
 DATE: 10-04-12 DRAWN BY: B.M.
 CHECKED BY: J.O.
 SHEET 7 OF 2

WHEN RECORDED RETURN TO:

DEDICATION

THIS DEDICATION ("Dedication") is made effective the _____ day of _____, 2012, by and between **GRANITE DELLS ESTATES PROPERTIES, INC.**, an Arizona corporation ("GDEP"), and the **CITY OF PRESCOTT**, an Arizona municipal corporation ("City"). GDEP and City may be jointly termed "Parties" or individually "Party."

RECITALS:

A. GDEP and City are Parties to that certain Pre-Annexation Development Agreement ("PADA") recorded on February 13, 2008, at Book 4574, Page 221, Official Records of Yavapai County, Arizona.

B. Pursuant to subsections 5.02.01 and 5.02.02 of the PADA, GDEP agreed to provide, by way of dedication, two (2) well sites and a water storage tank site, all not to exceed certain specified acreage limitations as described in the PADA.

C. City has requested dedication of an area larger in size than described in the PADA as a site for a reservoir tank and pump station, together with a slope, drainage and landscape easement and a water utility easement.

D. GDEP has agreed to the dedication requested by the City on the terms and conditions hereinafter set forth.

DEDICATION:

1. The foregoing RECITALS are incorporated herein by this reference.
2. GDEP hereby dedicates to the City, for water infrastructure purposes only, that portion of Section 6, Township 14 North, Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, as depicted on the Map of Dedication Zone 12 Reservoir attached hereto as Exhibit A ("Dedicated Property"), together with a non-exclusive Water Utility Easement depicted on said Exhibit ("Water Utility Easement"). The Parties acknowledge that water pipelines have been installed by the City in the Water Utility Easement prior to the effective date of this Dedication.
3. This Dedication shall constitute satisfaction of GDEP's duty to provide one (1) of two (2) well sites and access pursuant to section 5.02.01 of the PADA and GDEP's duty to provide one (1) storage tank site and access pursuant to section 5.02.02 of the PADA.
4. In accord with section 5.02.04 of the PADA, installation of improvements by the City on the Dedicated Property shall be subject to the approval of exposure, screening, fencing, painting, etc. by GDEP, which approval shall not be unreasonably withheld.

5. GDEP and City acknowledge that GDEP intends to subdivide the real property in the area of the Dedicated Property and the Water Utility Easement. As of the date of this Dedication, subdivision final plat has not been submitted to the governing authorities. GDEP and the City anticipate that certain portions of the Water Utility Easement may ultimately be located within improved public and/or private rights of way which may include, but not be limited to, asphaltic streets, curbs, gutters and/or sidewalks. GDEP and/or its contractors are authorized to install such improvements in, on and/or over the Water Utility Easement. GDEP and/or its contractors or agents are authorized to install other improvements within the Water Utility Easement so long as such improvements do not interfere with the operation of City improvements installed in the Water Utility Easement subject to the following:

5.01 Plans for excavation or embankments/fills in the Water Utility Easement shall be reviewed and approved by the City prior to commencement of work. Excavations closer than two feet (2') to the water pipelines shall be done by hand until the water pipe is exposed and shall be done only under the observation of an authorized City representative.

5.02 Any plowing or ripping of soil within the Water Utility Easement, including agricultural, at depths greater than one foot (1') require authorization from the City.

5.03 Notice to the City is required before construction of a driveway or parking lot within the Water Utility Easement. Construction of any street or road that would include heavy vehicles such as semi-trucks or construction equipment within the Water Utility Easement requires written notice to the City and approval of plans by the City which include minimum pipeline cover requirements. GDEP shall provide the City the opportunity to complete a water pipeline inspection prior to the start of any construction activity.

5.04 GDEP shall not place block, stone, or similar material fences and shall not install fence posts within eight feet (8') of the center of the water pipeline, and shall set the first post on either side of the water pipeline in hand dug holes. Also, fences passing across the Water Utility Easement shall be gated to allow vehicle ingress/egress within the Water Utility Easement. GDEP shall not place a fence within the Water Utility Easement that runs parallel with the water pipeline. Fences shall not cross at less than a forty-five degree (45°) angle. Fence alignment angles shall be restricted between ninety degrees (90°) and forty-five degrees (45°). Fence crossings must include a sixteen foot (16') gate centered across the Water Utility Easement.

5.05 To perform routine inspections, maintenance, and repair, GDEP shall provide access through or around fences crossing the Water Utility Easement. The City will provide access by providing gates on pre-existing fences to assure ingress/egress along the Water Utility Easement. If the City removes fencing for inspections, maintenance, and repair, the fence will be replaced with like materials in a like manner by the City, to the extent reasonably practicable.

5.06 Lawns, trees, shrubs, ground cover plantings, decorative landscape rock, boulders and gardens are acceptable within the Water Utility Easement. Trees and boulders shall be planted a minimum of eight feet (8'), including canopy and roots, from the center of

the water pipelines. Trees shall not be planted between the water pipelines. Smaller shrubs, flowers, plants, and lawns are permitted within the entire Water Utility Easement.

5.07 Installation or maintenance by the City may require partial or total clearing of the Water Utility Easement. City shall replace in kind grading, fences, landscaping, irrigation, curbing, sidewalks, pavement or other improvements to a condition as close as possible with the existing improvements. Trees and shrubs shall be replaced with smaller species of commercially available nursery stock. Replacement trees shall be obtained at a size not to exceed fifteen (15) gallon plantings. GDEP shall not place additional appurtenances (meters, poles, or drop boxes, etc.) within the Water Utility Easement without first providing notice and obtaining approval from the City.

5.08 GDEP shall not alter any open waterways, ditches, canals, drainage catchments, retention ponds, ponds, stock ponds, pools, etc. within fifteen feet (15') of the center line of the water pipelines and shall obtain review and approval by the City therefore.

5.09 All buried pipeline, power or telecommunication lines crossing the Water Utility Easement shall be installed in accordance with all applicable codes and requirements governing such installations. Prior to installation, notification to the City is required.

5.10 All buried pipeline, power or telecommunication lines crossing the Water Utility Easement shall cross the water pipeline alignment at an angle of ninety degrees (90°) or as close thereto as reasonably possible. This angle must be maintained for a minimum of eight feet (8') in each direction from centerline of the water pipeline. Depending on the type of line, GDEP shall provide minimum cover amounts as prescribed by the City.

5.11 GDEP shall not locate any additional appurtenances (meters, poles, or drop boxes, etc.) within the Water Utility Easement without first providing notice to and obtain approval from the City.

5.12 Communication lines (telephone, buried power lines, TV, or other data lines) which cross the water pipelines shall be encased in a rigid nonmetallic conduit across the full width of the Water Utility Easement and buried at a constant depth across the Water Utility Easement. Separation distances shall meet City of Prescott Standard Detail 3-20P.

5.13 Sewer and water lines shall adhere to Arizona Department of Environmental Quality (“ADEQ”) standards for buried line crossings within the Water Utility Easement. Separation distances shall meet ADEQ requirements.

5.14 No water collection basins, well drilling, septic drainfields, septic tanks or septic treatment facilities are permitted within the Water Utility Easement.

5.15 Power lines shall maintain a minimum of thirty feet (30') of clearance over the Water Utility Easement.

5.16 No future poles or other appurtenances shall be located in the Water Utility Easement without notice first being given to the City.

5.17 Any and all approvals required from the City shall not be unreasonably withheld.

5.18 City will be provided at least forty-eight (48) hours advance notice before any work is performed on or across the Water Utility Easement in order to allow for a City representative to be on site during such work if the City so desires. The City shall be contacted at Prescott Department of Public Works, telephone 928-777-1130. No construction or changes to the Water Utility Easement area shall be made by either Party without notice to the other Party.

6. Subject to prior approval of the City, not to be unreasonably withheld, GDEP is authorized to relocate the Water Utility Easement. Such relocation shall be contingent on payment by GDEP of the costs of relocation including, but not limited to, survey and document costs and the cost of relocating physical improvements which have been installed by the City.

7. The terms of this Dedication shall be binding on the Parties' heirs successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Dedication effective on the day and year first above written.

GRANITE DELLS ESTATES PROPERTIES, INC.

By: _____
Michael W. Fann, President

CITY OF PRESCOTT

By: _____
Marlin D. Kuykendall, Mayor

Attest: _____
Lynn Mulhall, City Clerk

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of _____, 2012, before me, the undersigned Notary Public, personally appeared **Michael W. Fann**, who acknowledged himself to be the president of **Granite Dells Estates Properties, Inc.**, an Arizona corporation, and that he, as such officer, being authorized so to do, executed this Dedication for the purpose therein contained.

Notary Public

ORDINANCE NO. 4843-1242

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT,
YAVAPAI COUNTY, ARIZONA, ACCEPTING THE GRANTING AND DEDICATION
OF CERTAIN REAL PROPERTY AND EASEMENTS

WHEREAS the City Council of the City of Prescott ("City") has determined that acceptance of certain real property and easements are needed by the City for a new water tank, pump station and water main; and

WHEREAS the property owners, Granite Dells Estates Properties, Inc., an Arizona corporation ("GDEP") in compliance with that certain Pre-Annexation Development Agreement ("PADA"), recorded on February 13, 2008, at Book 4574, Page 221, Official Records of Yavapai County, have agreed to convey and dedicate property and necessary easements to the City for the construction, maintenance and operation of a water tank; and

WHEREAS, pursuant to subsections 5.02.01 and 5.02.02 of the PADA, GDEP agreed to provide by way of dedication, two (2) well sites and a water storage tank site, said properties not to exceed certain specified acreage limitations as described in the PADA; and

WHEREAS, the City of Prescott has now requested dedication of a larger area than that described in the PADA for a reservoir tank and pump station, together with a slope, drainage and landscape easement and a water utility easement; and

WHEREAS, such dedication and acceptance of certain property and necessary easements for the construction, operation and maintenance of a water tank for the public's health, safety and welfare.

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

SECTION 1. THAT the dedications and conveyances from GDEP to the City of Prescott dedicating that certain real property and easements described in Exhibit A, said Exhibit containing a document entitled "DEDICATION", which is fully incorporated herein and made a part of this Ordinance, are hereby accepted by the City of Prescott.

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

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this _____ day of ____, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

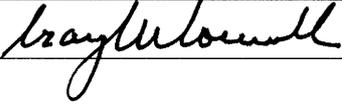
LYNN MULHALL
City Clerk

G. EUGENE NEIL
Interim City Attorney

COUNCIL AGENDA MEMO – November 13, 2012
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DEPARTMENT: Mayor and Council

AGENDA ITEM: Adoption of Resolution No. 4153-1314 designating the mid-block pedestrian crossing on South Montezuma Street between Gurley and Goodwin Streets as the "Sam Steiger Crosswalk"
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City Manager: Craig McConnell 	Date: 11-8-12
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Item Summary

Following the passing of Samuel (Sam) Steiger on September 26, 2012, Matt and Diana Butitta submitted a written proposal for designation of the "Sam Steiger Crosswalk" on South Montezuma Street between Gurley and Goodwin Streets. Adoption of Resolution No. 4153-1314 would formally implement their request prior to the memorial service for Mr. Steiger on November 17, 2012.

Private fundraising is proceeding for an appropriate brass plaque identifying the "Sam Steiger Crosswalk," which the City will install upon receipt.

Attachments - Letter of Matt and Diana Butitta dated 9/26/12
 - Resolution No. 4153-1314

Recommended Action: MOVE to adopt Resolution No. 4153-1314.
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RESOLUTION NO. 4153-1314

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, FORMALLY DESIGNATING THE MID-BLOCK PEDESTRIAN CROSSING ON SOUTH MONTEZUMA STREET BETWEEN GURLEY AND GOODWIN STREETS AS THE "SAM STEIGER CROSSWALK"; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, Samuel (Sam) Steiger was born on March 10, 1929, in New York City to Lewis and Rebecca Steiger; and

WHEREAS, as a teenager Sam Steiger visited and began a lifelong interest in the western states; and

WHEREAS, after attending Cornell University for two years he transferred to Colorado A&M University, from which he graduated; and

WHEREAS, Sam Steiger served with distinction in the United States Army during the Korean War, earning Bronze Star, Silver Star, and Purple Heart commendations; and

WHEREAS, following the Korean War he bought a ranch in Prescott, eventually ran for a seat in the Arizona Senate, and served as a state senator from 1960 to 1964; and

WHEREAS, Sam Steiger again served his nation as a Member of the U.S. House of Representatives from Arizona's 3rd District, in office from January 3, 1967, to January 3, 1977; and

WHEREAS, in 1986 the Prescott City Council eliminated a crosswalk on South Montezuma Street between Gurley and Goodwin Streets, in reaction to which Sam Steiger repainted the crosswalk connecting Courthouse Plaza with Whiskey Row, an act for which he was subsequently arrested and charged; and

WHEREAS, defending himself at a jury trial, maintaining his action, "...wasn't criminal damage, it was historic preservation," he was acquitted; and

WHEREAS, Sam Steiger became an author, talk show host, and publisher of a political newsletter; and

WHEREAS, he subsequently served as Mayor of Prescott, from November 23, 1999, to November 21, 2001; and

WHEREAS, Sam Steiger died in Prescott, Arizona, on September 26, 2012, leaving behind a life of distinguished military service, and a colorful, often controversial legacy of state, local, and national political activities.

ENACTMENTS:

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

Section 1. THAT in recognition of the service of Sam Steiger to our nation, state, and city, and his contribution to the folklore of Prescott and its Historic Whiskey Row, the City of Prescott hereby designates the mid-block pedestrian crossing on South Montezuma Street between Gurley and Goodwin Streets as the "Sam Steiger Crosswalk."

Section 2. THAT the Mayor and staff are hereby authorized to take any and all steps deemed necessary to accomplish the above, including securing placement of a bronze plaque identifying the Sam Steiger Crosswalk.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 13th day of November, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

LYNN MULHALL
City Clerk

G. EUGENE NEIL
Interim City Attorney

November 13, 2012
Voting Meeting
Attachment II.J

MATTHEW A AND DIANA W BUTITTA
P O Box 2322
PRESCOTT, ARIZONA 86302
928-445-9121

October 2, 2012

Mayor Marlin Kuykendall
City of Prescott

The City of Prescott and the State of Arizona has lost a true legend in the passing of Sam Steiger last week. Although many did not agree with his politics or some of his antics, Sam loved this State and spent his career as a public servant who did what he believed was best for Arizona and its residents. Not only did he serve this State, he served our country in Korea and was awarded with a Silver Star, a Bronze Star and a Purple Heart during his military career.

As Arizonans who recognize his efforts, we would like to propose that the City honor Sam by naming the infamous "Crosswalk on Whiskey Row" after him. Perhaps a sign at either side of the crosswalk would suffice. We feel something should be done to immortalize a man who dedicated his life to this great State. The "Sam Steiger Crosswalk" would be a symbol and reminder to residents and tourists alike that we acknowledge and appreciate the sacrifices he made for us.

Sincerely,


Matt Butitta


Diana Butitta

cc: Editor, the Prescott Courier