




Public Works Department

433 N. Virginia Street
Prescott AZ 86301
928-777-1130

Policy Number: WW-003	Title: Limited Public Access to Airport Water Reclamation Facility
Effective Date: 10/16/2023	Division: Wastewater
Approved Date: 10/12/2023	 Approved By: Gwen Rowitsch, Public Works Director

Applicability: Limited Public access to the Airport Water Reclamation Facility (AWRF) recharge ponds.

Responsible Party: City staff at Wastewater Collections, Wastewater Treatment and the Public Works Virginia Street office.

Definitions:

AWRF – Airport Water Reclamation Facility 2800 Melville Road

Public Assembly (Group) - Any meeting, demonstration, picket line, rally or gathering of more than twenty five (25) persons for a common purpose which might interfere with the normal flow or regulation of traffic upon or within public property or which might interfere with or restrict the normal use of said property by the general public. (PPC 8-9-1)

Special Event – The use of any public street, or park or other public grounds which is owned by the city, for events including (but not limited to) sporting events, music festivals, pageants, reenactments, regattas, entertainment, public assemblies, demonstrations, and other activities which would require a closure or limitation of some or all of said grounds for the uses to which they are generally available. (PCC 8-9-1)

Policy Statement: This policy will provide guidance to City staff and the public regarding limited access to the City's AWRF recharge ponds for the purpose of observing wildlife, specifically birds on an individual and group basis and includes the minimum criteria to be met for facilitation of such requests.

Individuals publicly accessing the city's AWRF recharge ponds agree to the General Guidelines below and acknowledge it is a privilege to enter the site that may be revoked at

any time. The City has the right to close the site unannounced at any time for the safety of staff and the facility for any reason.

General Guidelines:

1. The AWRF recharge pond area is an actively maintained facility.
2. Access to the AWRF recharge basins is by keycard only. No person may enter the facility without first having submitted a fully executed liability waiver. Keycards will be administered for entry.
3. No person under the age of 18 may enter the AWRF recharge basin area except when there is a special event permit.
4. Keycard access will be permissible daily from one hour prior to sun-up, to one hour after sun-down.
5. Approved visitors acknowledge that there are no public restrooms, shade facilities, seating, water stations or other amenities at the AWRF recharge ponds.
6. Parking is outside of the gate near Melville, just to the south of the driveway. The entry gate with keycard reader is located just to the north of the driveway.
7. No motorized vehicles are allowed inside the gate except city staff, public safety or emergency services.
8. Scooters, bicycles and other transportation devices are not allowed on the site except mobility devices.
9. Pets are not allowed on the site.

Individual Users:

1. Individuals may obtain a keycard by appointment. Please call 928-777-1630 Monday – Friday from 7 a.m. to 3:30 p.m.
2. A liability waiver must be signed for each user intending to access the facility.
3. Keycard will be administered to the individual at the time the liability waiver is received. Staff will log keycard number with individuals name and contact information.
4. If cards are lost or stolen please call 928-777-1630 so that it may be deactivated. A replacement card may be obtained 10 days after deactivation of lost or stolen card.

Group Users:

1. *Groups will be no more than 25 individuals and cannot include persons under the age of 18 without a Special Event Permit,*
2. *A group lead or responsible party will be identified 48 hours prior to a group entering the facility. All group members will be required to sign and submit a liability waiver prior to entry.*
3. *Certain areas of the AWRF recharge ponds may be closed to groups if group activity will interfere with the daily maintenance of the facility.*



RELEASE AND WAIVER OF LIABILITY

The individual named below (referred to as "**I**" or "**me**") desires to enter the property owned by THE CITY OF PRESCOTT (the "**City**"), known as the Airport Reclamation Facility Recharge Basins, located at 2800 Melville Rd. (the "**Property**"). In consideration of being permitted by the City to enter the Property, and in recognition of the City's reliance hereon, I agree to the terms and conditions:

1. I AM AWARE AND UNDERSTAND THAT ACCESSING THE PROPERTY MAY INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE CITY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE CITY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PROPERTY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE CITY OR ANY RELEASEE OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now or hereafter known, against the City, and its officials, directors, managers, employees, agents, affiliates, and assigns (collectively, "**Releasees**"), on account of injury, disability, death, or property damage arising out of or attributable to my being on the Property, whether arising out of the ordinary negligence of the City or any Releasees or otherwise. I covenant not to make or bring any such claim against the City or any other Releasee, and forever release and discharge the City and all other Releasees from liability under such claims.

3. I shall defend, indemnify, and hold harmless the City against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, the City arising out of or resulting from any claim of a third party related to my being on the Property, including any claim related to my own negligence or the ordinary negligence of the City.

4. I agree that I will follow all instructions of any representative or agent of the City while on the Property.

5. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention while on the Property. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the City from any claim based on such treatment or other medical services.

6. This Release constitutes the sole and entire agreement of the City and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the City and me and our respective successors, assigns, heirs, executors, and personal representatives. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Yavapai County, Arizona and I hereby consent to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CITY.

Signed:

Printed Name:

Address:

Date: _____

[Witnessed:

Printed Name of Witness:

Address:

Date: _____]