



AGENDA

**PRESCOTT CITY COUNCIL
STUDY SESSION
Tuesday, January 7, 2014
3:00 PM**

**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 **Study Session** pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

- ◆ **CALL TO ORDER**
- ◆ **INVOCATION** Reverend Kimball Arnold,
St. Luke's Episcopal Church
- ◆ **PLEDGE OF ALLEGIANCE** Mayor Kuykendall
- ◆ **ANNOUNCEMENTS**
- ◆ **ROLL CALL**

MAYOR AND CITY COUNCIL

Mayor Kuykendall	
Mayor Pro Tem Lamerson	Councilman Kuknyo
Councilman Arnold	Councilman Lazzell
Councilman Blair	Councilwoman Wilcox

I. DISCUSSION ITEMS

- A. Approval of City Contract No. 2014-108 for purchase of 4 ea. treadmills for fire stations from Speed Steps in the total amount of \$15,234.00 (Assistance to Firefighters Grant Funding)
- B. Approval of City Contract No. 2014-112 with Alarm Electronics and Communications to upgrade the Granite Street parking garage camera system in an amount not to exceed \$31,027.67.
- C. Approval of City Contract No. 2014-110 with Datamax, and City Contract No. 2014-111 with CDS Global, for utility billing printing, mailing and payment processing

- D. Adoption of Ordinance No. 4877-1415 to abandon and sell an area of City right-of-way near the intersection of Josephine Street and Gurley Street also known as a portion of Lot 402 and Lot 409 within Idylwild Tract subdivision
- E. Approval of City Contract No. 2014-116 with B&W Fire Security Systems, LLC, for a fire alarm system at the Prescott Family Shelter, 337 N. Rush Street, in an amount not to exceed \$13,805.26 (CDBG funded project)
- F. Approval of Site Plan SI 13-002, Planned Area Development, and Water Service Agreement WSA 13-009 (City Contract No. 2014-114) for the 160-unit Willow Creek Apartments at 3149 Willow Creek Road
- G. Determine Consent Agenda for the January 14, 2014, Voting Meeting

II. ADJOURNMENT

EXECUTIVE SESSION

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (ii) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (iii) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (iv) Discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid litigation (A.R.S. §38-431.03(A)(4));
- (v) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5));
- (vi) Discussion, consultation or consideration for negotiations by the city or its designated representatives with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6));
- (vii) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(A)(7)).

Confidentiality

Arizona statute precludes any person receiving executive session information from disclosing that information except as allowed by law. A.R.S. §38-431.03(F). Each violation of this statute is subject to a civil penalty not to exceed \$500, plus court costs and attorneys' fees. This penalty is

assessed against the person who violates this statute or who knowingly aids, agrees to aid or attempts to aid another person in violating this article. The city is precluded from expending any public monies to employ or retain legal counsel to provide legal services or representation to the public body or any of its officers in any legal action commenced for violation of the statute unless City Council takes a legal action at a properly noticed open meeting to approve of such expenditures prior to incurring any such obligation or indebtedness. A.R.S. §38-431.07(A)(B).

CERTIFICATION OF POSTING OF NOTICE

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

Dana R. DeLong, City Clerk

MEETING DATE/TYPES: STUDY SESSION 1-07-14
VOTING SESSION 1-14-14

DEPARTMENT: Fire

AGENDA ITEM: Approval of City Contract No. 2014-108 for purchase of 4 ea. treadmills from Speed Steps in the total amount of \$15,234.00.

Approved By:		Date:
Acting Fire Chief:	Kriwer, Eric	12/18/2013
City Manager:	McConnell, Craig	12/31/2013

Item Summary

The Fire Department is requesting approval to purchase 4 ea. grant-funded physical fitness treadmills.

Background

The Fire Department was awarded a 2012 Assistance to Firefighters Grant to purchase the mobile live fire training system “burn trailer” along with commercial treadmills for four stations and audio visual equipment for the Training Center. The City Council accepted the grant award at its August 27, 2013, meeting (Resolution No. 4195-1404). The breakdown of the total project award of \$186,000.00 is as follows: \$165,000.00 for the burn trailer, \$16,000.00 for treadmills, and \$5,000.00 for AV equipment. The federal share is a maximum of \$167,400.00 and the City’s 10% match is \$18,600.00. The 10% match is based on the City’s population.

Purchase Information

Three quotes were received to furnish the four treadmills:

1. Speed Steps \$14,200.00 (plus \$1,034 tax) = \$15,234 Total
2. Advantage Fitness Products \$20,153.08 (includes tax)
3. Fitness 4 Home \$29,180.00 (not including tax)

The Fire Department recommends acceptance of the Speed Steps proposal, which includes delivery.

Agenda Item: Approval of City Contract No. 2014-108 for purchase of 4 ea. treadmills from Speed Steps in the total amount of \$15,234.00.

Financial Impact

As mentioned, the \$15,234.00 total (\$766.00 less than the grant award amount) is 90% grant funded, with the City's 10% match being \$1,523.40. The City match is included in the FY14 Fire Department capital budget.

Attachments

1. Speed Steps quote

Recommended Action: **MOVE** to approve the purchase of four treadmills from Speed Steps, in the total amount of \$15,234.00 (City Contract No. 2014-108).



Distributor for Speed Steps
Gym Equipment • Sales & Service
Nutritional Products



PRESCOTT FIRE DEPT.
1700 IRON SPRINGS RD
PRESCOTT ARIZ
TREADMILL BID

9/25/13

FOUR STARTRAC TREADMILLS
MODEL P-TR PRO SERIES
DUAL FANS

PRICE PER UNIT
SHIPPING PER UNIT

\$ 3400.00
\$ 150.00
\$ 3550.00

TOTAL PRICE PER UNIT

FOUR TREADMILLS TOTAL
REQUIRES 50% DOWN

\$ 14,200.00 NO SALES
7,100.00 TAX
7,100.00 BALANCE

CLASSIC FITNESS WILL DELIVER EACH TREADMILL TO
THE INDIVIDUAL STATIONS.

CLASSIC FITNESS WILL ALSO SERVICE THE TREADMILLS ON
A BI-MONTHLY SCHEDULE. THIS IS INCLUDED IN THE PRICE.

Thank you
TERRY

Terry@speedstepsbycf.com • www.speedstepsbycf.com

Terry & Ruthie Meckling • 1563 Canfield Road • Chino Valley, AZ 86323

928-636-3091 • 928-713-6574

MEETING DATE/TYPES: STUDY SESSION 1-07-14
VOTING SESSION 1-14-14

DEPARTMENT: Police

AGENDA ITEM: Approval of City Contract No. 2014-112 with Alarm Electronics and Communications to upgrade the Granite Street parking garage camera system in an amount not to exceed \$31,027.67.

Approved By:		Date:
Police Chief:	Monahan, Jerald	12/30/2013
City Manager:	McConnell, Craig	12/31/2013

Item Summary

This contract is to upgrade the Granite Street parking garage camera system to enhance security. Included are the purchase and installation of enhanced high definition cameras and recording equipment as well as a license plate reader. The work will be done by Alarm Electronics and Communications, through contract pricing provided by 1Government Procurement Alliance.

Background

The parking garage was built and opened to the public in 2005. During the past eight years of operations at the garage, incidents involving improper and unlawful activities have occurred. In order to assist with investigations, a camera system was installed in the structure.

Although the existing camera system has helped to provide information for some investigations, in many instances, the video has not provided enough detail for successful identification of individuals and/or vehicles. By upgrading the system with a license plate reader and cameras to record in high definition, sufficient detail will be captured.

Procurement Information

1Government Procurement Alliance is an Arizona-based nonprofit national governmental purchasing cooperative that allows public agencies to take advantage of existing public contracts to purchase the goods they need, at the most competitive prices. The Alliance conducted a competitive bid process for facility security systems and installations, for

Agenda Item: Approval of City Contract No. 2014-112 with Alarm Electronics and Communications to upgrade the Granite Street parking garage camera system in an amount not to exceed \$31,027.67.

which Alarm Electronics and Communications was the successful bidder.

Financial Impact

This project is included in the FY 14 Capital Improvement Program (\$30,000 budgeted). The General Fund balance is sufficient to provide the additional \$1,027.67 to fund the contract with Alarm Electronics and Communications.

Attachments

1. Alarm Electronics and Communications Contract

Recommended Action: MOVE to approve City Contract No. 2014-112 with Alarm Electronics and Communications in an amount not to exceed \$31,027.67.



AZROC 187871

Alarm Electronics & Communications

11025 N DEER HILL LN
PRESCOTT, AZ 86305
(928) 308-1896 - DIRECT
(928) 778-3257 - FAX

December 10, 2013

Mr. Andy Reinhardt, Deputy Chief of Police
Sergeant Clayton Heath
Prescott Police Department
222 South Marina Drive
City of Prescott
Prescott, AZ 86303

Re: Granite Garage CCTV Upgrade

Gentlemen,

As per your requests; please accept for approval, this final revision for Granite Street Garage CCTV Enhancements. Based upon our most recent discussions, and conversations with PD, I.T., & Communications departments.

In concluding extensive discussion and evaluation between the two largest manufacturers of Professional Products for municipal uses, VICON and BOSCH, we have chosen to present a solution under this revision for VICON, as follows:

VICON is a true enterprise level solution, which will enable the city to move forward with future video products that can work as a system city wide. This solution is also available with an 11 TB RAID 6 Storage at the same costs.

Migrating from an analog to an IP Solution for video is a process that requires significant understanding of the technology, ease of use, and longevity of products. Understanding IP/ network & Analog cameras, fields of view, lighting levels, photographic principles, storage capacity, and resolutions are key for a successful project.

To implement this solution, the Internet service currently provided in the Garage will require additional bandwidth be provided for offsite viewing. Our most recent conversations will incorporate the City of Prescott IT Dept furnishing and installing an approximately 300Mbps Wireless MESH Transceiver Solution directly into the Cities Network.

We have spent significant time re-walking the garage, and specifically measuring for shots and taking lighting levels. The routing of the conduits especially in the stairwell areas proves to be the biggest challenges.

The following is bullet pointed specification and expectations and notations to which we evaluated to conditions and involved our manufacturers

Based upon our meeting we hereby propose to furnish and install the following:

- Migrate the existing 16 Vicon Analog Professional CCTV Cameras to a 16 channel IP / Network Encoder for migration to a complete NETWORK solution
- Perform any required maintenance on Existing Cameras for shots, Iris, and or Shutter speed settings to assure maximum capture and resolutions across light levels – Shot adjustments done in cooperation with PPD.

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- ADD 3 NEW HD Network Cameras as follows: Short Range, Tight Shot Designed for best possible Person Identification
Minimum HD Professional Grade Network Mini Dome Cameras as follows:
3-12 mm AUTO IRIS Minimum Day / Night or Infrared Illumination Assisted
Weatherproof and Vandal Resistant Mini Dome NON Motorized Cameras
 - 1 North East Garage Pedestrian Entrance Ground Level
 - 1 South East Garage Pedestrian Entrance Ground level
 - 1 Basement Level N/E End vehicle Area
- ADD 1 NEW HD Network Camera as follows: High Shutter Speed Tight Shot, designed to attempt to capture the driver of a moving vehicle, knowing certain limitations for reflections, polarizations, tinting, and other factors may contribute to a non capture
3-12mm AUTO IRIS Minimum Day Night or Infrared Illumination Assisted Weatherproof and Vandal Resistant Mini Dome NON Motorized Cameras
 - 1 South Central Camera to view a tight shot of departing vehicles down from Level 2 Ramp as they turn west towards the exit lane.
- ADD 1 NEW HD License Plate Capture Camera.
NOTE: Specifically excludes LPR Database Analytic Software and DB Integration.
Limitations of use and coverage dependent upon manufacturers published information
- ADD 1 NEW Multi-Channel Minimum 8TB Expandable Storage Network Video Recorder
suitable for the existing 16 cameras and up to an additional 8 HD / MP TCP/IP cameras – **Capacity 24**
- ADD Conduit, fittings and associated hardware as needed to protect and install cables
- Install a City of Prescott provided Network IP Switch, Business class minimum 12 port, to facilitate integration of Cameras, encoders, computers, NVR and spare feeds-
- ADD Cat5e / Cat6 UTP Cables as needed to facilitate Installation of Cameras
- ADD Minimum # 16/2 CL2 External Camera Power Cables as needed to assure proper operating power – the USE of POE is not recommended for external cameras with heaters, and Infrared Illumination.
- Program Cameras, NEW, in the interest of maximizing storage AND resolutions, they shall be programmed for real time recording upon motion activation of designated field of view.
- Provide for E-mail notifications of system issues, failures, temperature alerts, and other maintenance required services
- Program Existing cameras, also in the interest of maximizing storage and resolution for Motion Activation within the designated field of view
- Remove Existing DVR Units Default and Package for other uses and Return to COPPD
- ADD 1 Wall Rack Frame, Shelving, and or required suitable mounting for device protection and installation.
- Install additional conduit and cabling to facilitate the City of Prescott to Furnish and install the Wireless MESH Transceiver above the elevator tower
- System shall have appropriate backup capability and suitable expansion
- Installation via manufacturer certified Installation Technicians

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- NICET Low Voltage and or Video Systems Certified Installation Technicians
- Provide the Proposal in a suitable Format as required for 1GPA Procurement Acceptance
- Provide a Initial Walk-Thru / Shot Approval with PPD In advance of final device installations
- Provide a COMPLETE new 3 Year Warranty on NEW AND EXISTING Installation
- PPD is aware that the views of persons either live and or within vehicles is limited to the physical limitations of the installed systems and that tinted, smoked, polarized and or other types of glass may impeded the ability to view a driver, and that speed of a vehicle may also impact views of a driver license plates, or other activity.
- Provide a Real Time Demonstration of system operations, verify with Prescott IT Dept. for New Software Viewing Licenses, Installation, Passwords, and Feature Sets.
- Prescott Police Department in cooperation with City of Prescott IT Dept. shall determine and provide the authorizations as needed for Viewer Stations, including remote viewing applications for patrol vehicles where applicable. This shall include mobile devices as may be needed
- There shall be NO additional required Viewer, viewing, or per camera licenses nor renewal fees.
- Systems firmware and or software upgrades at no cost for 1st year of service
- ADD Additional Shielded CAT5e Cable, and associated conduit to enable City of Prescott IT Dept to furnish and install a Wireless High Capacity Wireless MESH Transceiver above Elevator Tower

VICON baseline bill of materials is as follows:

001 16 Channel Camera Power Supply 12vdc &/or 24vac as needed
001 TrippLite 1400VA UPS Power line Conditioner
001 VICON 16 Channel Analog to IP H.264 Video Encoder
001 VICON 13TB RAID 5 Network Digital Video Recorder / Workstation w/ software
004 VICON Mini Dome HD Network Cameras
001 VICON LPR Camera
001 LOT Cat-5e Cables
001 LOT 16/2 Power Cables
001 LOT 1/2" & 3/4" EMT Conduit, hardware, Fittings, Boxes, Covers, Sealtite Flex Conduit, etc. as needed
001 Rough-in Installation Labor
001 Installation Set-up Labor
001 Programming labor
001 Project management
001 Design Engineering, Plans, Submittals, Closeout Documents, Warranties, etc.

VICON Closed Circuit Television Surveillance Enhancement Solution Investment:

\$ 29,250.00 + tax

Approximate Sales Tax Calculation:

Using State of Arizona Prime Contractor Exemptions;

\$ 29,250.00 x 65% = \$ 19,012.50 taxable materials

\$ 19,012.50 x 9.35 % applicable tax = \$ 1,777.67

Estimated final investment \$ 31,027.67

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Thank you for the additional review, information and advance coordination with adjunct city departments to assure a smooth project upgrade.

We look forward to undertaking such as project for the betterment of the city, and the surrounding establishment's safety.

Materials procurement approximately 7-10 business days

Scheduling upon receipt of all A E & C materials, excluding city provided equipment

Estimated Installation time, considering weather factors 15 working days

Respectfully,

Marc L. Forman

AEC@Commspeed.net

NICET IV # 074773 - Senior Fire Alarm Engineering Technician
NICET II # 074773 - Low Voltage Systems Specialist
NSCA - C-EST / R-ESI - Low Voltage and Communications Certified Engineering Systems Technician
NFPA # 120397 - National Fire Protection Association Building Safety Systems Section
IMSA II # JB230001 - International Municipal Signaling Association Interior Fire Alarm Specialist II



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General Terms and Conditions:

Client shall make available to Alarm Electronics & Communications, access rights to, or provide electronic files in the format requested for system design shop drawing requirements.

All systems are complete turnkey as listed, Materials, Labor, Wiring, Programming, Instructions, as follows:

All construction shall be as per the intent of the published plans and specifications and proposals. Final systems designs programming and operation shall be as per Alarm Electronics & Communications engineered systems designs and documents.

Intrusion, Access Control and Fire Alarm System Monitoring via U.L. Listed Central Station.

Required Phone Lines for Monitoring – Minimum of 2 Analog Loop Start DTMF CO lines, ahead of the PBX, or with outgoing permission provided that the PBX has a calculated and verified 24 hours standby battery / UPS, in which the lines may be analog station ports. Lines do not have to be 'dedicated' but fire alarm / security must take priority on the lines as per UL and NFPA requirements.

Fire Suppression Contractor Guidelines - Fire Sprinkler Waterflow and Tamper Vales provided, installed and paid for by the Fire Sprinkler Contractor. Any additional tamper valves for dry or anti-freeze systems and associated compressor monitoring or flow switch monitoring shall result in change orders.

Electrical Contractor Guidelines - Any Conduits, Boxes, Fittings, 120vac Power shall be furnished, supplied and installed, by others as per Alarm Electronics & Communications engineered drawings and as per model building codes in a neat and workmanlike manner.

Mechanical Contractor Guidelines -Duct smoke detectors shall be installed, powered and tested, including unit interconnect, remote test and shutdown requirements by Mechanical Contractor as per NFPA 72 & 90A, including the required certified airflow reports. Duct Smoke Detectors shall also be installed as per NFPA 90A & 72 to be serviceable and placarded.

Elevator Contractor Guidelines - Elevator Contractor shall provide the required electronics in the cab controllers to facilitate the fire control functions and shall provide adequate timeliness for scheduling of advance testing if required.

All A E & C Equipment and labor shall be warranted for 3 years, standard exclusions apply,

All Investments exclude any applicable sales taxes.

Payment Terms are Net 20 Days Invoice, as our work is performed or as material is delivered to site.

Performance and or payment bonds are specifically excluded.

System Submittals shall be available in 7-10 days Typical – where applicable

System Engineered Drawings, when required, within 6 Weeks after receipt of CAD files

Fire Alarm Permits are included as part of the Fire Alarm System(s) – where applicable

Installation Scheduling as coordinated by General Contractor with adequate notice

Alarm Electronics & Communications, (AE&C), IS NOT NA INSURER;

LIMITATION OF LIABILITY.

You understand that: (a) we are not an insurer of your premises, property or the personal safety of persons in your premises; (b) you are solely responsible for providing and life, health or disability insurance for yourself and persons who use the system and services and insurance on your premises and its contents; (c) the amount you pay to us is based only upon the value of the system and services we provide and not on the value of your premises or its' contents; (d) alarm systems and monitoring services may not always operate properly for various reason; (e) it is difficult to determine in advance the value of the property that might be lost, stolen or destroyed if the system or our service fails to operate properly; (f) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; (g) it is difficult to determine in advance what portion, if any, of any property loss, personal injury, or death would be proximately caused by our breach of this agreement, our failure to perform, our negligence, or failure of the system or service.

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THEREFORE YOU AGREE:

Even if a court decides that our breach of this agreement, a failure of the system or services or our negligence or a failure of the installation, monitoring, warranty service or repair service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of twelve (12) times the monthly service fee or \$ 600.00. And this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty, or product liability) is used to determine that we were liable for the injury or loss. If you wish you may obtain from us a higher limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this agreement, which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the limitation of liability does not mean that we are an insurer.

THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (Including property damage, personal injury or death) connected with or resulting from (i) our breach of the agreement or (ii) a failure of the system or services, (iii) our negligence, (iv) any other improper or careless activity of ours in providing the system or services or (v) a claim for indemnification or contribution, you will pay us (a) any amount a court orders us to pay or which we reasonably agree to pay. And (b) the amount of our reasonable attorney fees and any other losses or costs that we may pay in conjunction with the harm or damages. Your obligation to pay us for such harm or damages shall not apply is the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy you agree to release us from any claims of any parties suing thru your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

All proposals and narratives may be subject to [Alarm Electronics & Communications](#) Standard Monitoring forms

Also in accordance with industry standards, we have a complete Safety and MSDS Program and the required booklets

The information contained in the proposal / narrative and accompanying documentation is the sole property of Alarm Electronics & Communications and may not be copied, duplicated, transferred, shared or used by others without the express written consent of Alarm Electronics & Communications. It is proprietary in nature in and specifically created for this project.

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MEETING DATE/TYPES: STUDY SESSION 1-07-14
VOTING SESSION 1-14-14

DEPARTMENT: Finance

AGENDA ITEM: Award of City Contract No. 2014-110 to Datamax, and City Contract No. 2014-111 to CDS Global, for utility bill printing, mailing and payment processing

Approved By:

Date:

Director:	Woodfill, Mark	12/18/2013
City Manager:	McConnell, Craig	12/31/2013

Item Summary

This item is to award contracts for (5) year initial terms and two one (1) year extensions to: (1) DATAMATX, for printing and mailing utility bills and privilege tax forms; and (2) CDS Global for processing utility bill payments.

Background

The City currently has approximately 23,100 utility accounts and sends out approximately 277,200 bills annually. The City also has approximately 8,800 privilege tax accounts which represent approximately 60,000 returns mailed annually.

The printing and mailing of bills was outsourced in 2003. DATAMATX has been our provider since then. The contract is based on per-piece pricing with the average utility bill costing \$0.47 for materials, processing, printing, folding, inserting and mailing. DATAMATX is able to utilize the most optimal rate for postage and large purchase contracts to provide this service much more efficiently than the City can provide in-house, with an average postage cost of \$0.34 and material and processing cost of \$0.13.

Payment Processing

The City outsourced the processing of payments in 2007. CDS, the vendor chosen in 2007, has a facility located at the industrial park by the City's airport. This allows the City to take advantage of the efficiency of a payment processing center, while retaining a Prescott mailing address for payments. CDS processes approximately 200,000 payments for the City annually, and the proposed rate shows no increase from the current contract of \$0.22 per item.

Because of the extent of data entry required to process privilege tax returns, they will continue to be processed by City staff. Walk in and drop box utility customers will also continue to be processed by City staff.

Bid Results

The Finance Department requested bids for bill printing/mailing and lockbox processing. Review of the proposals indicated that it would be in the best interest of the City to separate the functions and award them individually.

Utility bill printing, mailing and payment processing went out to bid September 30, 2013, with the City receiving 7 proposals: Data Center, LLC; Bill Trust; DATAMATX; CDS Global; Pinnacle Data Systems; SPC; and Level One, LLC.

DATAMATX was the lowest bidder meeting all of our requirements for bill printing and mailing. The price is per item is \$0.122 per bill and includes processing, paper, sorting, folding, and inserting envelopes and mailers. The total cost to get each bill printed and mailed to a customer is \$0.47.

CDS has proposed to maintain pricing at their 2007 contract level of \$0.22 per payment processed, which includes electronic check presentment, processing, imaging with web archiving, transmission of files and return items.

Financial Impact

The contract with DATAMATX for printing and mailing is on a per-piece basis, with an estimated annual cost of materials and printing of \$32,000 plus postage of \$92,000.

The CDS Global contract for payment processing is also on a per-piece basis, with an estimated annual cost of \$24,000. These services are budgeted in the Utility Billing Division.

Recommended Action: (1) **MOVE** to award City Contract No. 2014-110 for printing and mailing of utility bills and privilege tax forms to DATAMATX; and (2) **MOVE** to award City Contract No. 2014-111 to CDS Global for processing utility bill payments.

MEETING DATE/TYPES: STUDY SESSION 01-07-2014
VOTING SESSION 01-14-2014

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4877-1415 to abandon an area of City right-of-way near the intersection of Josephine Street and Gurley Street also known as a portion of Lot 402 and Lot 409 within Idylwild Tract subdivision

Approved By:

Date:

Director:	Nietupski, Mark	12/24/2013
City Manager:	McConnell, Craig	12/31/2013

Item Summary

This item is to abandon an area of right-of-way (2,069 SF) also known as a portion of Lot 402 and Lot 409 within the Idylwild Track subdivision as shown on the attached Plat of Abandonment. The abandonment is requested by the adjacent property owner, Cargill Living Trust, and will be conveyed at market value.

Background

A portion of lot 402 was dedicated to the public for use as a street and utility right-of way, (Book 9 Page 77) recorded in May of 1963. The odd shaped rectangular portion of Lot 402 appears and functions as more of the adjacent Lot 402.

A portion of lot 409 was deeded to the City of Prescott as a Right-of Way and Easement for roadway and utility purposes, (Book 297 Page 258) recorded in August of 1963. The odd shaped triangular portion of Lot 409 appears and functions as more of the adjacent Lot 402.

All utilities have been contacted; there is an existing sewer line and overhead wire utilities within the abandoned portion of Lot 409. Therefore, a Public Utilities Easement will be retained across the entire area of abandonment of Lot 402 and Lot 409.

Agenda Item: Adoption of Ordinance No. 4877-1415 to abandon an area of City right-of-way near the intersection of Josephine Street and Gurley Street also known as a portion of Lot 402 and Lot 409 within Idylwild Tract subdivision

The value of the abandoned portions of Lot 402 and Lot 409 was determined by Robert C. Huck, MIA, a Certified General Real Estate Appraiser:

Appraised value: \$4,975.00

Upon Council approval of this ordinance, an Escrow Account will be established at Yavapai Title Agency to process the transaction. Cargill Living Trust (Buyer) shall be responsible to pay for all Yavapai Title Agency fees to process this transaction.

Proceeds from this sale will be credited to City Account #2159999-7820 (1% Streets & Open Space Fund/Sale of Real Property)

Attachments

1. Agreement for Sale of Real Property
2. Property Description / Right of Way Abandonment
3. Plat of Abandonment
4. Photograph of area to be abandoned
5. Ordinance No. 4877-1415

Recommended Action: MOVE to adopt Ordinance No. 4877-1415.

When recorded, mail to:
City of Prescott
City Clerk
201 S Cortez St
Prescott, Az. 86303



CITY OF PRESCOTT
AGREEMENT FOR SALE OF REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, dated this day of November 25, 2013, by and between Cargill Living Trust, (hereinafter referred to as the "Buyer"), residing at (or its principal place of business located at) 630 Angelita Drive, Prescott, AZ 86303, and the CITY OF PRESCOTT, an Arizona municipality (hereinafter referred to as "City").

IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

- 1) City agrees to abandon, sell and convey to the Buyer, and Buyer agrees to purchase from City, the real property described in attached Right-of-Way Abandonment dated November 13, 2013 and Plat of Abandonment.
- 2) Reserving unto the City a Public Utility Easement across the entire area of the Abandonment with the stipulation that the City along with any and all utility companies retain the rights to operate and maintain any public and/or private utility lines as may exist across this portion of Real Property. The utility provider shall not be responsible for any damages to improvements constructed within said easement due to the access, maintenance, replacement or repair of utility lines.

Buyer

A handwritten signature in black ink, appearing to be "TC", is written over a horizontal line.

Seller

A handwritten signature in black ink, appearing to be "M", is written over a horizontal line.

- 3) The total purchase price for the acquisition is Four Thousand Nine Hundred Seventy Five and [no]/100 dollars (\$4,975.00), payable upon the close of escrow.
- 4) In order to effectuate the terms of this Agreement, Buyer and City shall promptly execute and deliver any and all documents required by the Title/Escrow Company.
- 5) The closing of escrow shall be at a Title Company designated by the City not more than 60 days after approval of this Agreement by the Prescott City Council (the "Closing Date"). On the Closing Date, Buyer shall make payment as provided in Section 2 of this Agreement to the City. The Buyer shall pay all recording and transfer taxes and fees, including the cost of recording the right-of-way and any and all closing costs not hereinbefore specified.
- 6) Buyer understands that the foregoing sets forth the entire agreement between the parties and that no agent or representative of Buyer has any authority to change or modify this agreement in any manner, or to make any agreement or representation on behalf of the Buyer not set forth herein.
- 7) Pursuant to A.R.S. §38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. 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 contract on behalf of the City from any other party to the contract, arising as a result of this contract.
- 8) This Agreement is subject to the approval by the Prescott City Council by an Ordinance authorizing the purchase of the right of way contemplated herein.

Buyer 
TTEE

Seller 

- 9) All notices to City shall be sent to: City of Prescott, c/o City Clerk, 201 S Cortez St, Prescott, Arizona 86303, with a copy to the Director of Public Works, 433 N. Virginia St, Arizona 86301.
- 10) All notices to the Buyer shall be sent to: 630 Angelita Drive, Prescott, AZ 86303.

DATED THIS 2 Day of DECEMBER, 2013.

Buyer:

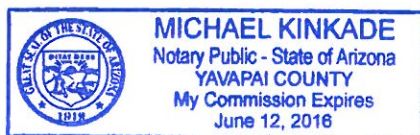
Cargill Living Trust

By: John D. Cargill
CARGILL LIVING TRUST
Name Printed JOHN D. CARGILL TRUSTEE
Trustee

State of Arizona)
) ss.
)

The foregoing instrument was acknowledged before me this 2 day of December, 2013, by John Cargill, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executes it.

[Seal]



Signature Michael Kinkade
Seller/City: City of Prescott

My commission expires: June 12 2016

Buyer John D. Cargill

Seller Michael Kinkade

CITY OF PRESCOTT, an Arizona municipality

By: 
MARK J. NIETUPSKI,
Director of Public Works

ATTEST:

LYNN MULHALL
City Clerk

APPROVED AS TO FORM:

JON M. PALADINI
City Attorney
Director of Public Works

Buyer 
TTER

Seller 

DUANE FAMAS
LAND SURVEYING - CONSULTING

PROPERTY DESCRIPTION
RIGHT-OF-WAY ABANDONMENT

November 16, 2013

All that portion of Lot 402 and Lot 409 IDYLVILD TRACT according to the plat of record found in Book 2 of Maps, Page 14, Yavapai County Records, located in Section 32, Township 14 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows;

BEGINNING at the Northeast corner of above said Lot 402 being common with the Northwest corner of Lot 409 and the Northeast corner of public right-of-way dedicated to the City of Prescott according to the plat of record found in Book 9 of Maps, Page 77, Yavapai County Records and marked with a one-half inch rebar tagged RLS 16847;

Thence South 89°03'09" West 24.36 feet along the Northerly line of Lot 402 to the Northwest corner of above said public right-of-way marked with a "+" chiseled in concrete;

Thence South 03°55'00" West 64.48 feet (65 feet record) to a point on the Northerly right-of-way line of West Gurley Street as shown on the plat found recorded in Book 8 of Maps, Page 96, Yavapai County Records, marked with a "+" chiseled in concrete;

Thence North 59°52'32" East (North 59°53' East record) 55.00 feet along said Northerly right-of-way line to a point;

Thence North 16°41'25" West 38.89 feet to a point on the North line of above said Lot 409;

Thence South 89°03'09" West 7.64 feet along the North line of Lot 409 to THE POINT OF BEGINNING.

Containing 2,069 square feet more or less.





PLAT OF ABANDONMENT

A PORTION OF LOTS 402 & 409 IDLYWILD TRACT
 AS FOUND RECORDED IN BOOK 2 OF MAPS, PAGE 14,
 RIGHT-OF-WAY DEDICATED IN BOOK 9 OF MAPS, PAGE 77 AND
 GRANTED AS AN EASEMENT AND RIGHT-OF-WAY IN
 BOOK 297 OF OFFICIAL RECORDS PAGE 258 IN
 THE OFFICE OF THE YAVAPAI COUNTY RECORDER
 ALL IN SEC. 32, T14N, R2W, G.S.R.B.&M.,
 YAVAPAI COUNTY, ARIZONA

ORDINANCE NO. _____
 THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, ARIZONA
 DO HEREBY CERTIFY THAT THE RIGHT-OF-WAY SHOWN HEREON
 HAS BEEN ABANDONED PURSUANT TO CITY ORDINANCE NO. _____
 PASSED AND ADOPTED THIS _____ DAY OF _____ 201 _____

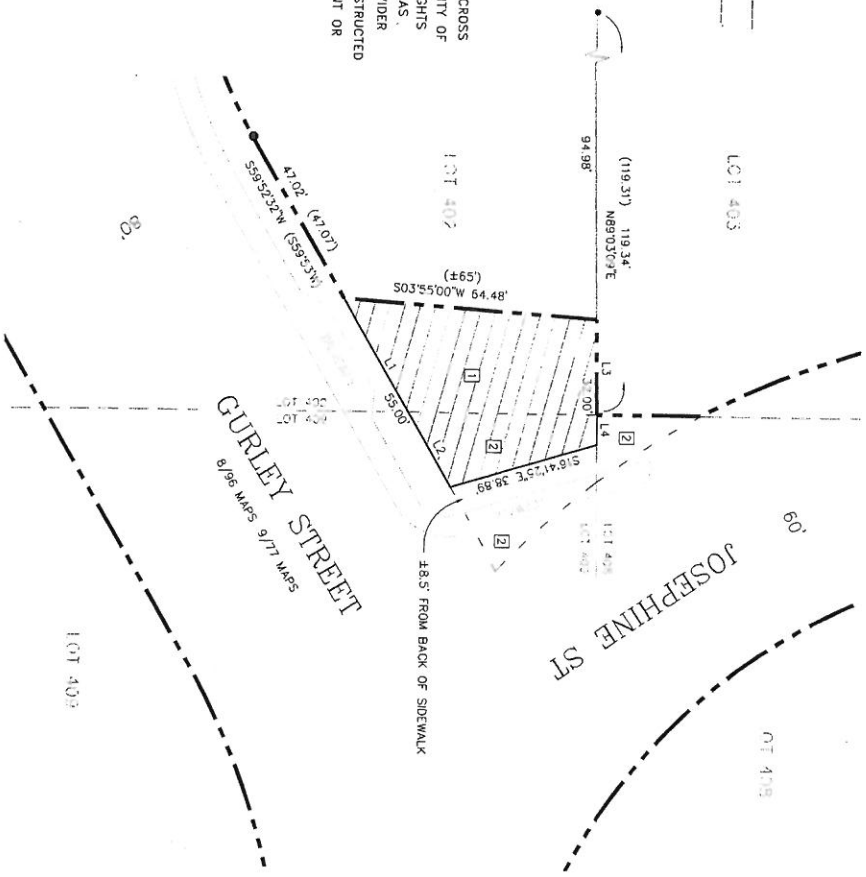
MAYOR _____

CITY CLERK _____

CITY ENGINEER _____

RESERVING UNTO THE CITY OF PRESCOTT A PUBLIC UTILITY EASEMENT ACROSS
 THE ENTIRE AREA OF ABANDONMENT WITH THE STIPULATION THAT THE CITY OF
 PRESCOTT ALONG WITH ANY AND ALL UTILITY COMPANIES RETAIN THE RIGHTS
 TO OPERATE AND MAINTAIN ANY PUBLIC AND/OR PRIVATE UTILITY LINES AS
 MAY EXIST ACROSS THIS PORTION OF REAL PROPERTY. THE UTILITY PROVIDER
 SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES TO IMPROVEMENTS CONSTRUCTED
 WITHIN SAID EASEMENT DUE TO THE ACCESS, MAINTENANCE, REPLACEMENT OR
 REPAIR OF UTILITY LINES.

FILED AND RECORDED AT THE OFFICE OF THE
 COUNTY RECORDER
 CITY OF PRESCOTT
 AD 201 _____
 of _____
 at _____
 Book _____
 Page _____
 Record of Yavapai County, Arizona
 DEBBIE K. HOPKINS
 County Recorder



LEGEND

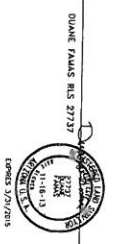


() = RECORD INFORMATION
 PUE = PUBLIC UTILITY EASEMENT

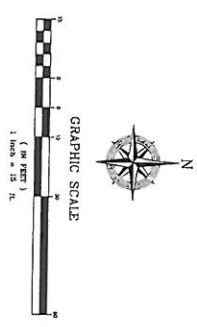
- [1] = AREA DEDICATED TO CITY OF PRESCOTT
 BOOK 9 MAPS, PAGE 77
- [2] = EASEMENT AND RIGHT-OF-WAY
 GRANTED TO CITY OF PRESCOTT
 BK 297 OFFICIAL RECORDS PG 258

LINE	LENGTH	BEARING
L1	33.24	N89°52'37"E
L2	21.76	N89°52'37"E
L3	24.35	N89°01'09"E
L4	7.64	N89°01'09"E

THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED
 HAS BEEN PERFORMED BY ME OR UNDER MY DIRECTION
 AND POINTS AS SHOWN HEREON HAVE BEEN REPRESENTED
 ACCURATELY TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DUANE FAMAS RLS
 131 GARDEN ST. PRESCOTT, AZ 86303
 PHONE (928) 939-0000 FAX (928) 939-0001
 REVISION: JULY 15, 2013



BK _____ PG _____
 MAPS AND PLATS
 36x24
 SHEET 042

DUANE FAMAS
LAND SURVEYING - CONSULTING

PROPERTY DESCRIPTION
RIGHT-OF-WAY ABANDONMENT

November 16, 2013

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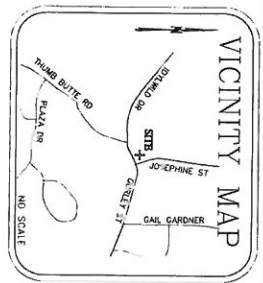
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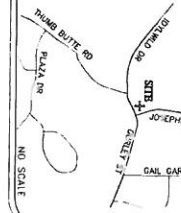
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VICINITY MAP



PLAT OF ABANDONMENT

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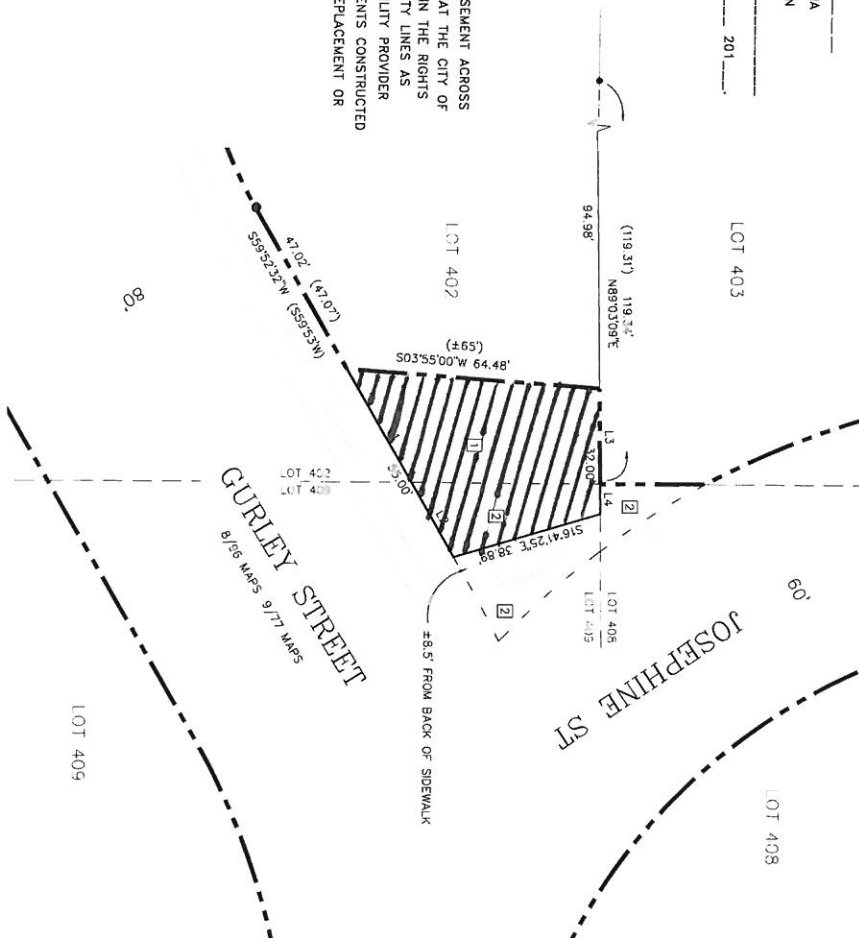
MAYOR _____

CITY CLERK _____

CITY ENGINEER _____

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SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES TO IMPROVEMENTS CONSTRUCTED
WITHIN SAID EASEMENT DUE TO THE ACCESS, MAINTENANCE, REPLACEMENT OR
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YAVAPAI COUNTY RECORDER
Title and Number of Record of
CITY OF PRESCOTT
Ad 201
Of Book _____ M
Page _____ of Maps and Plats
Recorded at Yavapai County Auditor
LESLIE M. JORDAN
County Recorder



LEGEND



= AREA TO BE ABANDONED
±2069 SQUARE FEET TOTAL

--- = EXISTING RIGHT-OF-WAY LINE

() = RECORD INFORMATION

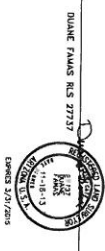
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REVISION: JULY 15, 2013

BK _____ PG _____
MAPS AND PLATS
36x24
SHEET SIZE



1436 West Gurley Street



Exit St



ABANDONMENT AREA

© 2013 Google

© 2013 Google

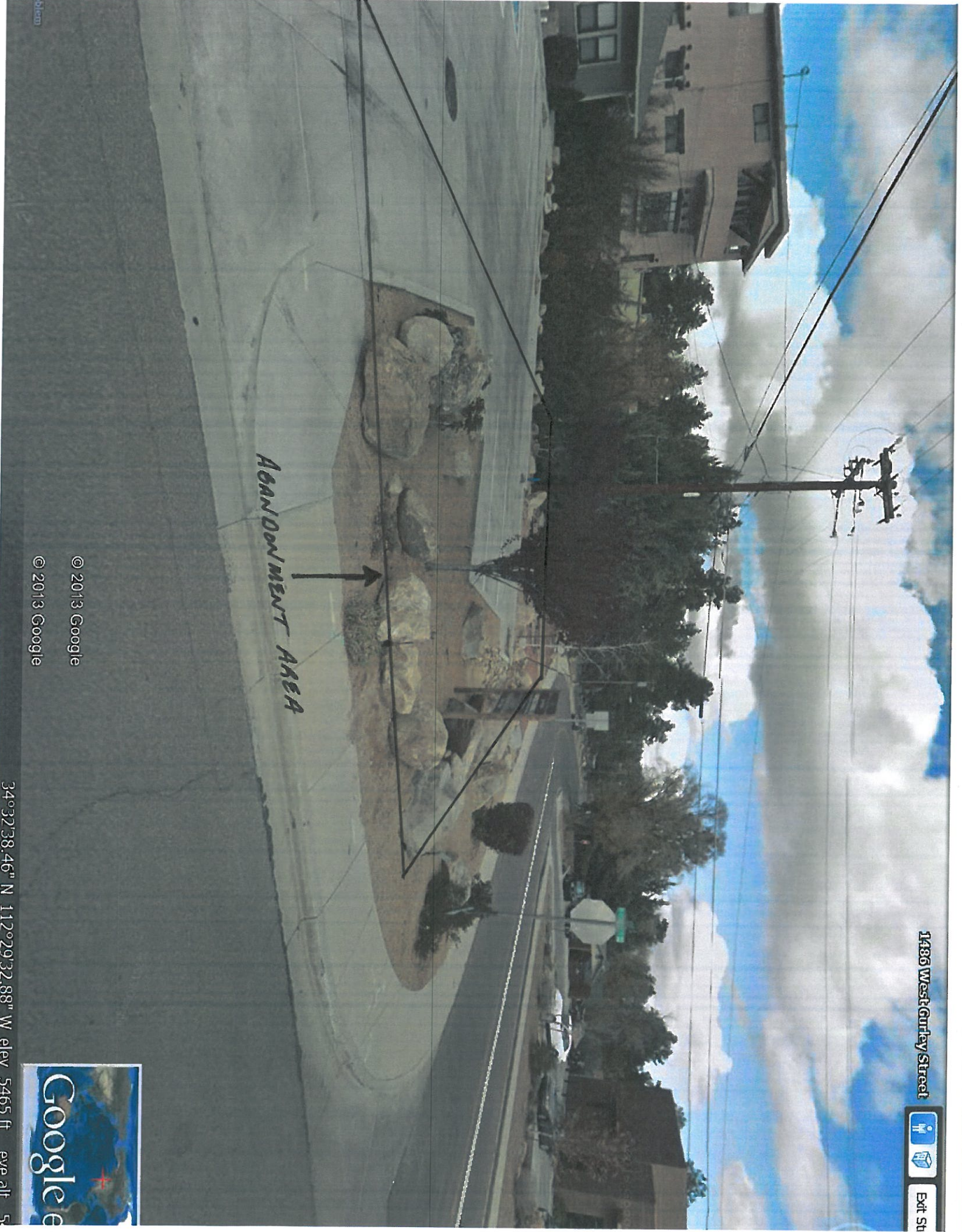


34°32'38.46" N 112°29'32.88" W elev 5465 ft eye alt 5

1486 West Gurfey Street



Exit St



© 2013 Google

© 2013 Google



34°32'38.46" N 112°29'32.88" W elev 5465 ft eye alt 5



ORDINANCE NO. 4877-1415

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ABANDONMENT AND SALE OF REAL PROPERTY AND RESERVING AN EASEMENT FOR PUBLIC UTILITIES ACROSS THE ENTIRE AREA OF ABANDONMENT, TO CARGILL LIVING TRUST AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID SALE.

RECITALS:

WHEREAS, the City Council has determined that certain Right-of-Way, is no longer needed for Right-of-Way purposes and the sale of this property will be in the best interests of the City of Prescott; and,

WHEREAS, the proposed sale price of the following property, along with the terms and conditions in the City of Prescott's ("City") standard Purchase Agreement, is deemed to be fair and equitable.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the offer to sell certain real property referenced in Plat of Abandonment dated July 15, 2013 and agrees to sell and transfer said property to Cargill Living Trust (Buyer), pursuant to the terms and conditions as set forth in the City's standard Purchase Agreement dated November 25, 2013, for the sale price of \$4,975.00 plus Buyer is to pay all closing/escrow costs. Title to the abandoned real property shall vest in the owner of the abutting land pursuant to ARS Section 28-7205 subject to the easement reserved and to the same encumbrances, liens, limitations, restrictions and estates as exist on the land to which it accrues.

SECTION 2. THAT the City hereby expressly reserves an easement for public utilities pursuant to ARS Section 28-7210 across the entire area of the Abandonment with the stipulation that the City along with any and all utility companies retain the rights to operate and maintain any public and/or private utility lines as may exist across this portion of Real Property. The utility provider shall not be responsible for any damages to improvements constructed within said easement due to the access, maintenance, replacement or repair of utility lines.

SECTION 3. THAT upon receipt of payment of the foregoing sum, the Mayor and staff, are directed to execute any and all documents in order to effectuate the foregoing sale and transfer of real property.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2014.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON PALADINI, City Attorney

MEETING DATE/TYPES: STUDY SESSION 1-07-14
VOTING SESSION 1-14-14

DEPARTMENT: Community Development

AGENDA ITEM: Approve award of City Contract No. 2014-116 to B&W Fire Security Systems, LLC, for a fire alarm system at the Prescott Family Shelter, 337 N. Rush Street, in an amount not to exceed \$13,805.26 (CDBG funded project)

Approved By:		Date:
Director:	Guice, Tom	12/30/2013
City Manager:	McConnell, Craig	01/02/2014

Item Summary

Prescott Family Shelter was one of the recipients for Community Development Block Grant (CDBG) monies approved by the City Council for Program Year 2013. This contract is for initial specialty fire alarm work.

Background

The Prescott Family Shelter was approved for up to \$76,000 of CDBG monies to convert the structure at 337 N. Rush Street to a family emergency shelter. The full scope of the work is to include replacement of windows and doors, repair of the rear deck, new partition walls to create a new room, electrical and plumbing work, and installation of a fire alarm system. Bid documents for the majority of the work are now being prepared. To begin the project, and because this work requires a specialty contractor, a Request for Quotes for the fire alarm installation was issued. Installation of the fire alarm system will proceed while the remainder of the work is out for bids by general contractors.

With the installation of the fire alarm system, a portion of the building can be occupied, providing a needed family shelter for the winter months.

Agenda Item: Approve award of City Contract No. 2014-116 to B&W Fire Security Systems, LLC, for a fire alarm system at the Prescott Family Shelter, 337 N. Rush Street, in an amount not to exceed \$13,805.26 (CDBG funded project)

Bid Results

Proposals were received from:

B&W Fire Security Systems, LLC	\$13,805.26
Western States Fire Protection	\$14,813.00
All West Fire Protection Systems, LLC	\$34,982.49

All applicable fees and taxes are included.

Financial Impact

Award of this contract in an amount not to exceed \$13,803.26 will leave a balance of approximately \$62,195.00 for the remainder of the shelter improvements described. The source of funding is the federal CDBG program. No City match is required.

Recommended Action: **MOVE** to award City Contract No. 2014-116 to B&W Fire Security Systems, LLC, in an amount not to exceed \$13,805.26 for installation of a fire alarm system at the Prescott Family Shelter.

MEETING DATE/TYPES: STUDY SESSION 1-07-14
VOTING SESSION 1-14-14

DEPARTMENT: Community Development

AGENDA ITEM: Approval of Site Plan SI 13-002, Planned Area Development, and Water Service Agreement WSA 13-009 (City Contract No. 2014-114) for the 160-unit Willow Creek Apartments at 3149 Willow Creek Road

Approved By:		Date:
Director:	Guice, Tom	12/30/2013
City Manager:	McConnell, Craig	01/02/2014

Item Summary

This is a request for a Site Plan Approval for a Planned Area Development (PAD) consisting of 160 rental apartment units, and the associated Water Service Agreement for 40 acre-feet. To achieve 160 units the development requires a PAD approval. No waivers of site design requirements have been requested.

Background

The site is a five-acre parcel zoned Multifamily-High Density (MF-H), located east of Willow Creek Road accessed by an unnamed road right-of-way entering the property at the northwest corner. This road right-of-way will need to be improved by the developer to provide access. The site is partially within the Commercial Corridor Overlay (CCO) along Willow Creek Road and is subject to the design requirements therein.

The MF-H multifamily district requires setbacks of 20 feet for the front and rear and 7 feet on the sides. The site plan meets or exceeds these requirements. The district maximum building height is 40 feet and the proposed building designs are below that height. The maximum lot coverage is permitted to be 50 percent (the area within the building footprints of all of the buildings on the site). This plan indicates 39 percent lot coverage. All other site design criteria of the Land Development Code (LDC) have been met by this proposal.

This request is submitted as a PAD to attain the maximum density of 160 units allowable under the MF-H zoning district. Under standard MF-H development criteria, 153 units could be permitted. The difference lies in the method established to calculate density. Under the standard approach, the land area required for the first three (3) units is 7500 square feet,

Agenda Item: Approval of Site Plan SI 13-002, Planned Area Development, and Water Service Agreement WSA 13-009 (City Contract No. 2014-114) for the 160-unit Willow Creek Apartments at 3149 Willow Creek Road

with 1400 square feet required for each additional unit. Under the PAD approach, the density is set at 32 dwelling units per acre. To derive the number of units allowed under a PAD, the site size in acres (5) is multiplied by 32, resulting in 160 units.

To qualify for the PAD designation, the development must meet certain additional requirements, per LDC 9.5, or receive exceptions to those requirements by the City Council. PAD developments are expected to provide 25 percent of the site as open space. In this design 26 percent is indicated, though much of that open space is landscaped buffers rather than larger open tracts as is usually seen in subdivision PADs. When PADs are requested, it is expected that the development will provide identifiable benefit to the community or the surrounding neighborhood. In this case the development is focused on rental apartment units priced to meet workforce and student housing needs.

Due to the slope of the site, the design involves grading stepped building pads going downhill from south to north. The buildings are three stories on the north side and two on the south side due to these steps. The southern-most row of buildings is two stories with garages at the lower level and apartments above. The closest existing residential development is Montana Terrace Condominiums to the south, which are one-story. Because of the stepped design of the Willow Creek Apartments, the Montana Terrace residents will effectively see only one-story buildings as they look north. The buildings will be further obscured by a dense landscaped buffer along the south side of the site due to the residential protection requirements of the LDC that specify 80% opacity.

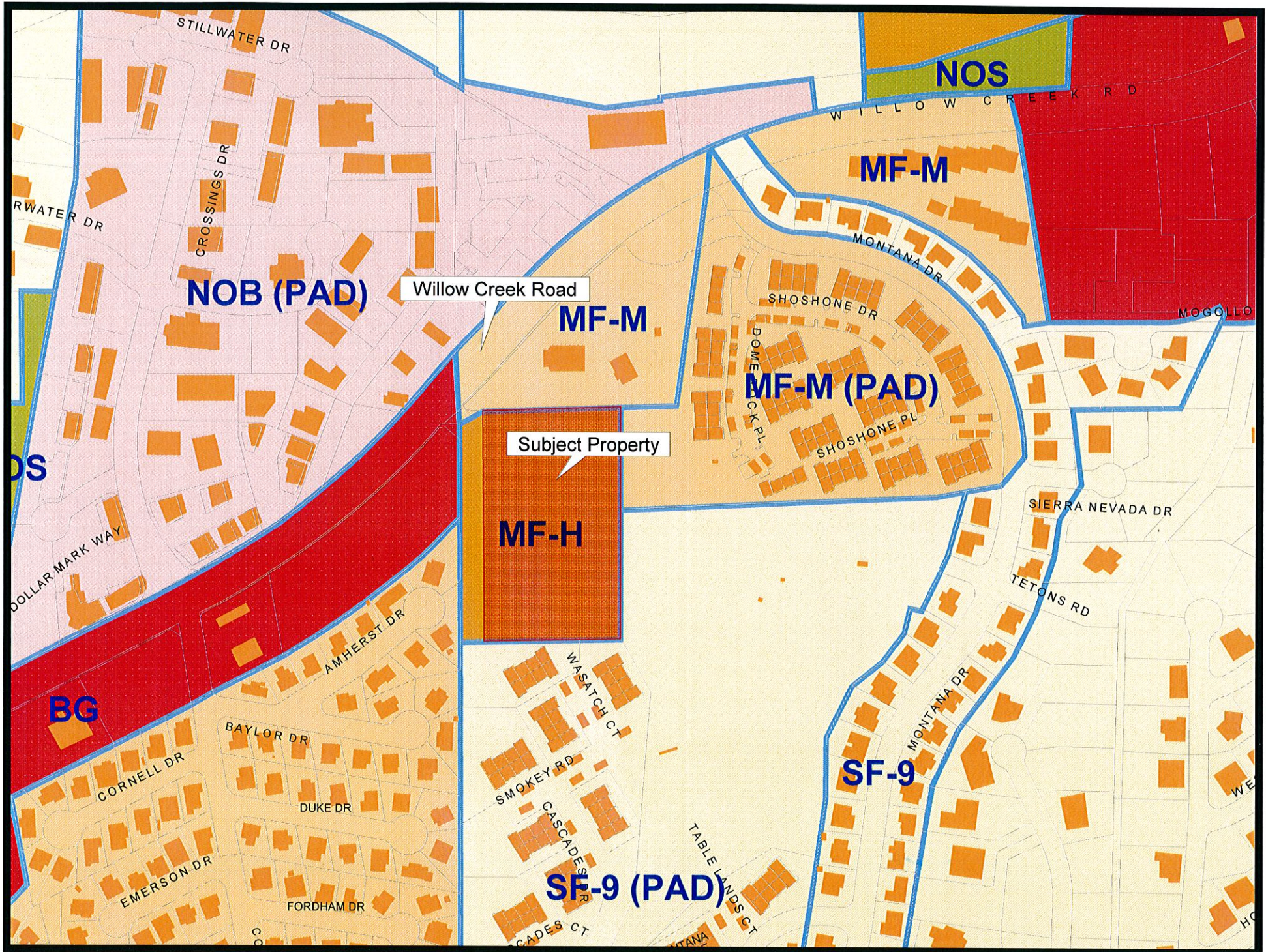
The Planning and Zoning Commission reviewed this project at their October 31, 2013, meeting and unanimously recommended approval of the PAD for 160 apartment units.

The Water Issues Committee considered the project, at their November 26, 2013, meeting and is recommending that it be allocated 40-acre feet. The attached Water Service Agreement reserves this quantity subject to issuance of a certificate of occupancy within five years.

Attachments

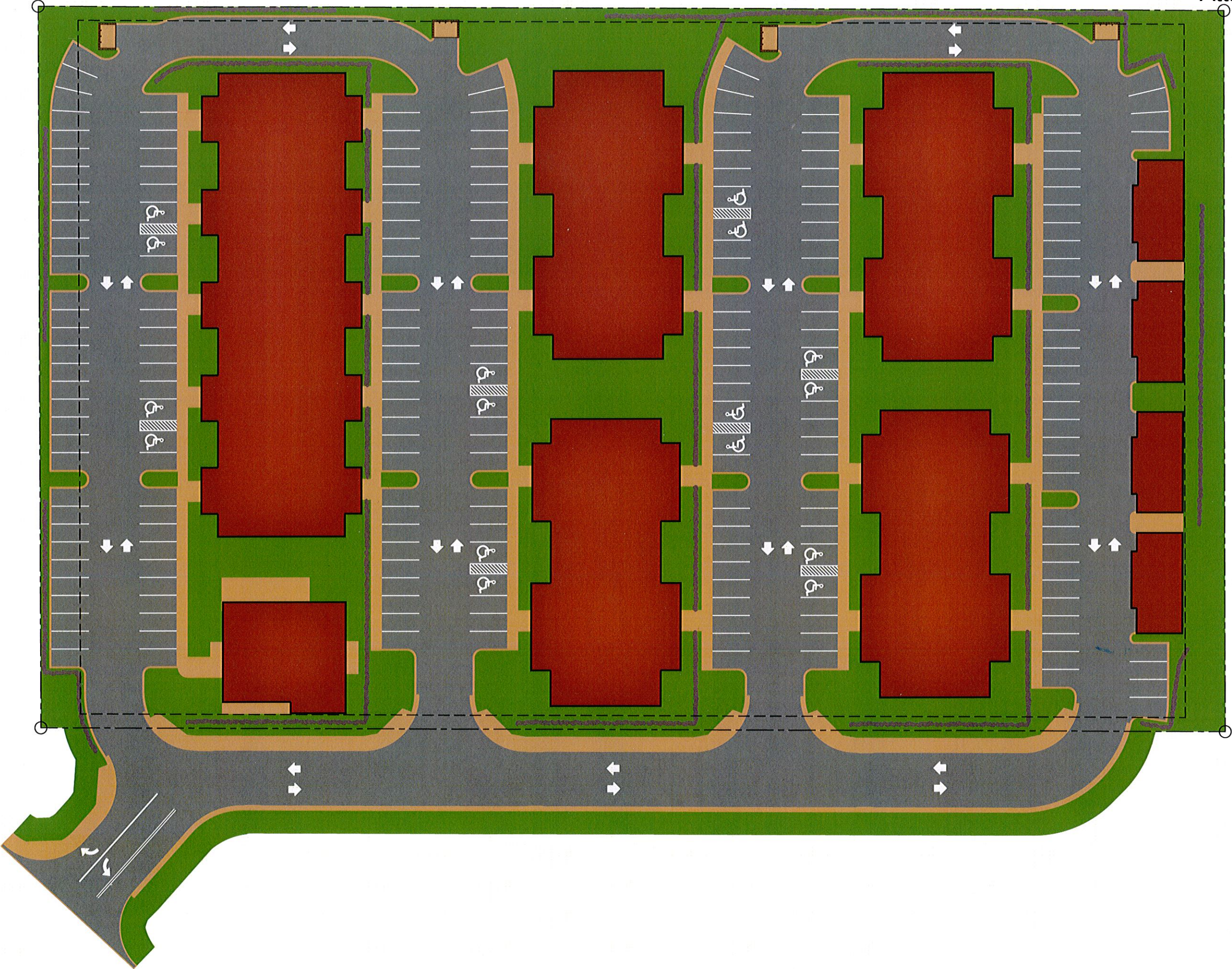
1. Vicinity/Zoning Map
2. Aerial View
3. Color Site Plan
4. Artist Rendering
5. Water Service Agreement WSA 13-009 (City Contract No. 2014-114)

Recommended Action: (1) **MOVE** to approve Site Plan SI 13-002, Site Plan and the Planned Area Development for the Willow Creek Apartments; and (2) **MOVE** to approve Water Service Agreement WSA 13-009 (City Contract No. 2014-114) for 40 acre-feet of water for 160 apartment units.





North





AGREEMENT FOR POTABLE WATER (WSA 13-009)
WILLOW CREEK APARTMENTS
City Contract No. 2014-114

WHEREAS, PARLAY LLC (hereinafter referred to as "Applicant") is the owner of certain real property located within the City of Prescott; and

WHEREAS, Applicant desires to obtain provision of potable water to serve said property from the City of Prescott (hereinafter referred to as "City"); and

WHEREAS, Applicant contemplates constructing upon the property one hundred and sixty (160) multifamily dwelling units; and

WHEREAS, Prescott City Code Section 2-1-12(H) requires that an agreement be reached between the City and the Applicant in order to provide potable water; and

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

1. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to, the adopted Water Management Policy of the City; and
2. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to the adopted General Plan of the City; and
3. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to any other applicable adopted plans, including but not limited to Specific Area Plans, Circulation Plans, Capital Improvement Plans, Open Space and Trail Plans, Neighborhood Plans, Local Historic District Plans, growth planning or growth management plans, and redevelopment plans; and
4. The project being in accord with the duly adopted City of Prescott Water Budget.

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

1. This Agreement shall relate to the property described as Yavapai County Parcel Number 106-20-006, more specifically described in the attached Exhibit "A" (hereinafter collectively referred to as the "Property").
2. The City will designate 40.0 acre feet annually of potable water to serve the Property, subject to the following:

A. Applicant shall be solely responsible for the costs of any water and sewer main extensions or upgrades required by the City to serve the Property.

B. Applicant shall connect the Property to the City's Sanitary Sewer System, and shall be responsible for any and all costs associated therewith, before water service to the property is initiated.

C. Any change in use of the Property exceeding a total of one hundred and sixty (160) multifamily dwelling units shall result in the termination of this Agreement.

D. The quantity of forty (40) acre-feet annually of potable water shall be reserved for the Property for a period of five (5) years from the date of this Agreement, which quantity shall be made available upon issuance by the City of a certificate of occupancy for one hundred and sixty (160) residential dwelling units. In the event the Applicant has not satisfied all requirements for issuance of said certificate of occupancy within said five (5) year period, this Agreement shall automatically terminate, and in such case neither the Applicant shall have any entitlement to, nor shall the City have any obligation to provide, potable water for this project.

E. The installation of any new well on the Property, or the use of water on the Property from any other exempt well (less than 35 gpm), shall result in the termination of this Agreement.

3. This Agreement shall run with the land, and shall be binding upon the Applicant's successors in interest and assigns.

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

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

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

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

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

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

DATED this _____ day of _____, 2014.

OWNER:
PARLAY LLC

By: _____
Name:
Its:

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2014.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON PALADINI
City Attorney

STATE OF ARIZONA)
)ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that they executed it.

[Seal]

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Marlin D. Kuykendall, Mayor of City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

[Seal]

Notary Public

EXHIBIT A

ALL THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 15;

THENCE, NORTH 00°02'30" WEST, 1322.64 FEET;

THENCE, NORTH 89°21'50" EAST, 50.0 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF LAKE VIEW DRIVE, AS RECORDED IN BOOK 7 OF MAPS, PAGE 60, RECORDS OF YAVAPAI COUNTY, BEING THE POINT OF BEGINNING;

THENCE, NORTH 89°21'50" EAST, 363.02 FEET;

THENCE, SOUTH 00°02'30" EAST, 600.00 FEET;

THENCE, SOUTH 89°21'50" WEST, 363.02 FEET TO A POINT ON THE SAID EASTERLY RIGHT-OF-WAY OF LAKE VIEW DRIVE;

THENCE, NORTH 00°02'30" WEST, 600.00 FEET TO THE POINT OF BEGINNING.