

- # AGENDA

Savings Heating and Cooling, LLC., in the amount of \$49,676.00 (City Contract No. 2014-099)

- B. Approval of purchase of one (1) ea. Ford F-450 1-ton truck chassis and utility body from Sanderson Ford using the Arizona Procurement Solution Master Blanket Purchase Order No. ADSP013-040351 in the amount of \$40,131.71 (City Contract No. 2014-089)
- C. Approval of purchase of one (1) ea. 2013 Caterpillar Skid Steer Loader from Empire Equipment of Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377, in the amount of \$59,023.51 (City Contract No. 2014-090)
- D. Adoption of Ordinance No. 4874-1412 authorizing purchase and acceptance of two Utility Easements for the FY13 & FY14 Small Water Mains and Sewer Mains Replacement Project
- E. Approval of a contract for computer-aided design drafting to Civiltec Engineering, Inc., in an amount not to exceed \$50,000.00 (City Contract No. 2014-092)

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

II. REGULAR AGENDA

- A. Public Hearing and consideration of a Series 12, Restaurant, liquor license application from David Vincent Marino, owner and applicant for Pasquale's Place, located at 148 North Montezuma Street

RECOMMENDED ACTION: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny Liquor License Application No.12133574, for a Series 12, Restaurant, license, for Pasquale's Place located at 148 North Montezuma Street.

- B. Public Hearing and consideration of a Series 10, Beer & Wine Store, liquor license application from Tamra S. Kelly, owner and applicant for The Rancher's Wife, located at 156 South Montezuma Street

RECOMMENDED ACTION: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny Liquor License Application No.10133261, for a Series10, Beer & Wine Store, license, for The

Rancher's Wife, located at 156 South Montezuma Street.

III. 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 DeLong, CMC, City Clerk

MEETING DATE/TYPES: STUDY SESSION
VOTING SESSION

DEPARTMENT: Field and Facilities Services

RECOMMENDED AGENDA CATEGORY: Regular: X Consent: ____

AGENDA ITEM: Award of bid and contract for replacement of six (6) heating, ventilation, and air conditioning (HVAC) units at Antelope Hills Clubhouse to Energy Savings Heating and Cooling, LLC, in the amount of \$49,676.00 (City Contract No. 2014-099)

Approved By:

Date:

Director:	Miller, Stephanie	
City Manager:	McConnell, Craig	

Item Summary

The Facilities Management Division has identified a number of City facilities with HVAC units which have reached the ends of their useful service lives and require replacement according to age, maintenance costs, and energy efficiency criteria. The six units needed for the Antelope Hills Clubhouse meet the replacement guidelines and are included in the Fiscal Year 2014 Facilities Maintenance Fund budget.

Background

The HVAC units that service the clubhouse at Antelope Hills are split-system units. The heaters are more than 20 years old, and energy inefficient. The heat pump units are currently positioned in the interior space between the roof and the ceiling, making it difficult to access them for regular preventive maintenance and repairs. The compressors and condenser coils are located on the exterior of the building at ground level. The Facilities Management Division plans to correct the positioning of the six split-systems with six package units during the replacement process.

The Division utilized a structural engineer and architect to design plans for moving the package heating and cooling units to the south and east sides of the Clubhouse roof. This move will upgrade the existing units for energy efficiency, EPA approved refrigerant, and ensure safe ease of access for maintenance and repair.

Agenda Item: Award of bid and contract for replacement of six (6) heating, ventilation, and air conditioning (HVAC) units at Antelope Hills Clubhouse to Energy Savings Heating and Cooling, LLC, in the amount of \$49,676.00 (City Contract No. 2014-099)

Bid Results

The Facilities Division conducted a bid process for replacement of the six units. A mandatory bid meeting was held on November 6, 2013, and bids were opened November 21, 2013. Bid documents were sent to 13 vendors; eight bids were received.

Company	Location	Bid Amount including taxes
Energy Savings Heating and Cooling LLC	Prescott, AZ	\$ 49,676.00
Chino Heating and Cooling	Chino Valley, AZ	\$ 66,051.00
J E Bowen Construction	Mesa, AZ	\$ 78,000.00
Pimmex Contracting	Mesa, AZ	\$ 80,890.00
New Vista Builders Inc.	Prescott, AZ	\$ 94,571.00
A Quality HVAC Services	Goodyear, AZ	\$ 96,301.00
Yavapai Mechanical LLC	Prescott Valley, AZ	\$ 98,854.00
Lor Construction	Mesa, AZ	\$101,096.00

Based upon the bid results, award to Energy Savings Heating and Cooling as the lowest responsive bidder is recommended. Energy Savings currently performs maintenance work for the City, and has demonstrated consistently good performance.

Financial Impact

The Facilities Division has \$50,000 budgeted in the Facilities Maintenance Fund for this project.

Recommended Action: **MOVE** to award the bid and contract for heating, ventilation, and air conditioning replacement at Antelope Hills Clubhouse to Energy Savings Heating and Cooling LLC, in the amount of \$49,676.00 (City Contract No. 2014-099).

COUNCIL AGENDA MEMO

Agenda Item: Approval of purchase of one (1) ea. Ford F-450 1-ton truck chassis and utility body from Sanderson Ford using the Arizona Procurement Solution Master Blanket Purchase Order No. ADSP013-040351 in the amount of \$40,131.71 (City Contract No. 2014-089)

Even with careful planning, it is currently difficult for either employee to maximize his effectiveness while sharing one truck. Also, the requested 4-wheel-drive truck will better complement the existing fleet as it will provide improved traction for the safest possible response in winter storms, when crew members respond to emergency requests from the Police Department for traffic control.

Financial Impact

The Street Maintenance Division has \$45,000.00 budgeted in the 1% Streets and Open Space Fund in FY14 for this purchase. The vehicle purchase will be via the Arizona Procurement Solution Master Blanket Purchase Order No. ADSP013-040351 through Sanderson Ford of Glendale, AZ. The State of Arizona conducted a competitive bid process for which Sanderson Ford was the lowest responsive bidder.

Attachments

1. Ford F-450 1-ton truck chassis and utility body quote dated 10/8/13 from Sanderson Ford

Recommended Action: MOVE to approve the purchase of one (1) ea. Ford F-450 1-ton truck chassis and utility body from Sanderson Ford using the Arizona Procurement Solution Master Blanket Purchase Order No. ADSP013-040351 in the amount of \$40,131.71 (City Contract No. 2014-089).



Government Fleet Sales Managers

Dave Harris	(623) 930-5961	dharris@sandersonford.com
Richard Fowler	(623) 930-5962	rfowler@sandersonford.com
Tony Friedley	(623) 930-5963	tfriedley@sandersonford.com
Bob Allen	(623) 930-5960	ballen@sandersonford.com
Joe Preston	(623) 930-5910	jpreston@sandersonford.com

Department Fax: (623) 930-5966

Date: 8/5/2013 (Rev. 9-18) rev. 10-8-13

Customer: City of Prescott

FAX:

Vehicle Description: 2014 Ford XL F450XL 4x4 Reg Chassis Cab 141"wb.60"ca (F4H)

***### STATE of AZ Contract ADSP013-040351

Base Price: \$29,024.00

Upgrade Options:

1.	16,500 lbs. GVWR	standard
2.	6.8L V10 gas w/ Automatic Trans	standard
3.	Air Conditioner	standard
4.	AM / FM radio with clock	standard
5.	40/20/40 cloth bench seat	included in contr
6.	40g Aft-of-Axle fuel tank	standard
7.	manual shift-on-fly transfer case	standard
8.	4.88 Ltd Slip differential	\$308.00
9.	spare tire & wheel	\$299.00
10.	snow plow pkg	\$73.00
11.	Auto Safety House quote 212454	\$7,479.14

Upgrade Options Total: \$7,959.14

Bid Price (w/options): \$36,983.14

Sales Tax (8.5%): \$3,143.57

Tire Tax: \$5.00

Ford Extended Service Plan:

Total Delivered Price: \$40,131.71



COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **STUDY SESSION** 11-5-13
 STUDY SESSION 12-3-13
 VOTING SESSION 12-10-13

DEPARTMENT: Field and Facilities Services

RECOMMENDED AGENDA CATEGORY: Regular: Yes Consent: No

AGENDA ITEM: Approval of purchase of one (1) ea. 2013 Caterpillar Skid Steer Loader from Empire Equipment of Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377, in the amount of \$59,023.51 (City Contract No. 2014-090)

Approved By:

Date:

Director:	Miller, Stephanie	10/04/2013
	Zelms, Alison	10/04/2013
City Clerk:	Mulhall, Lynn	10/08/2013
City Manager:	McConnell, Craig	10/09/2013

Item Summary

The Street Maintenance Division is requesting authorization to purchase a 2013 Caterpillar 259B3 Skid Steer Loader to replace the 1989 Case 1845C Unloader presently in use. The proposal was presented to Council at the November 5, 2013, Study Session, at which a question was raised regarding attachments for the new unit. This is addressed in the "Financial Impact" section below.

Background

The Street Maintenance Division uses a skid steer loader for snow removal, digging sign post and other holes, grading small, tight areas for asphalt, landscape and concrete work, and for material handling, especially in small spaces. The loader can also be used with a variety of attachments for special projects.

The existing loader has been in service for 24 years. The model is obsolete, and is no longer supported by the manufacturer. Maintenance costs have increased dramatically over time. Fleet Services has recorded over \$10,000 in maintenance for the last three

Agenda Item: Approval of purchase of one (1) ea. 2013 Caterpillar Skid Steer Loader from Empire Equipment of Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377, in the amount of \$59,023.51 (City Contract No. 2014-090)

years, which is three to four times the cost to maintain a new machine. The cost in down time for the crews is not included.

A new 2013 Caterpillar 259B3 Skid Steer Loader is available from Empire Equipment of

Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377.

Financial Impact

The Street Maintenance Division has \$60,000 budgeted in FY14 for this equipment. The total cost of the loader, including tax, is \$59,023.51. Since the loader is being purchased in Prescott, the City privilege tax will be returned as revenue.

The vehicle purchase will be via the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377. The City of Tucson conducted a competitive bid process for which Empire Equipment was the lowest responsive bidder.

The Division currently has several Case skid steer loader attachments which are compatible with the Caterpillar skid steer being purchased. The Division will continue to use these attachments until the end of their useful lives and then replace as needed.

Attachments

1. Cat 259B3 Skid Steer quote dated 10/1/13 from Empire Equipment

Recommended Action: MOVE to approve of purchase of one (1) ea. 2013 Caterpillar Skid Steer Loader from Empire Equipment of Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377, in the amount of \$59,023.51 (City Contract No. 2014-090).



10/1/2013

CITY OF PRESCOTT-FLEET MAINT
432 N. VIRGINA
PRESCOTT, AZ 86301

On behalf of **Empire Machinery** and **Caterpillar Inc.**, we are pleased to quote the following.

2013 New Caterpillar 259B3 Skid Steer

Standard Equipment

POWERTRAIN

Caterpillar C3.4T Diesel Engine

- 71 Net Horsepower (53 kw) @2500 RPM
- EPA Tier 4i and EU Stage IIIA

Certified

- Electric Fuel Priming Pump
- Glow Plugs Starting Aid
- Liquid Cooled, Direct Injection

Air Cleaner, Dual Element, Radial Seal

S-O-S Sampling Valve,

Hydraulic Oil

Filter, Spin on, Hydraulic

Filters, Bayonet-Type, Fuel
and Water Separator

Tilt Up Radiator / Hydraulic Oil Cooler

Muffler, Standard

Spring Applied, Hydraulically Released,

Wet Multi Disc Parking Brakes

Hydrostatic Transmission

- Hour Meter

Operator Warning System Indicators:

- Air Filter Restriction
- Alternator Output
- Armrest Raised / Operator Out of Seat
- Engine Coolant Temperature
- Engine Oil Pressure
- Glow Plug Activation
- Hydraulic Filter Restriction
- Hydraulic Oil Temperature
- Park Brake Engaged

Adjustable Vinyl Seat

Pull Down Ergonomic Contoured Armrest

Control Interlock System, when Operator
Leaves Seat or Armrest Raised:

- Hydraulic System Disables
 - Hydrostatic Transmission Disables
 - Parking Brake Engages
- ROPS Cab, Open, Tilt Up

FOPS, Level I

Top and Rear Windows

Floormat

Interior Rear View Mirror

12V Electric Socket

Horn

Hand and Foot Throttle

UNDERCARRIAGE

Steel Imbed Rubber Track

2 Speed Motor

Suspension - Independent Torsion Axle

HYDRAULICS

CONTROLS:

Pilot Operated Implement Control, RH

Pilot Operated Hydrostatic Transmission

Control LH

STARTERS, BATTERIES, & ALTERNATORS

Heavy Duty Battery, 880 CCA

90 Ampere Alternator

OTHER STANDARD EQUIPMENT

Engine Enclosure - Lockable

Extended Life Antifreeze (-36C, -33F)

Machine Tie Down Points (4)

Coupler, Mechanical

Support, Lift Arm

ELECTRICAL

12 Volt Electrical System
Ignition Key Start / Stop Switch
Lights:- Gauge Backlighting
- Two Rear Tail Lights
- Two Adjustable Rear
Working Halogen Lights
- Two Adjustable Front
Halogen Lights
- Dome Light
- Backup Alarm

Configured as Follows

BELT, SEAT, 2" SUSPENSION
ENGINE, TIER4 INTERIM COMPLIANT
QUICK COUPLER
CONTROL, 2SPD,
SELF-LEVELING
DOOR, CAB, POLYCARBONATE

Hydraulic Oil Level Sight Gauge
Radiator Coolant Level Sight Gauge
Radiator Expansion Bottle
Caterpillar XT Hose
Auxiliary, Hydraulics, Continuous Flow
Heavy Duty Flat Faced Quick Disconnects
Split D-Ring to Route Work Tool Hoses
Along Side of Left Lift Arm
Electrical Outlet, Beacon
Belly Pan Cleanout
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007
Rated Operating Capacity:
@ 50% Tipping Load 2950 lb.

72"GP BUCKET
HYDRAULICS, HIGH FLOW
TRACK, NARROW, 320MM
FAN, COOLING, DEMAND
ROPS, ENCLOSED WITH A/C (C3)

Warranty: 3 Yr. 3000 Hr. Gov. Pt. Hyd. Extended Warranty

City of Tucson / National Intergovernmental Purchasing Alliance Contract #120377

Cat List Price:	\$65,001.00
Contract #120377 Discount 16% of List Price:	\$(10,400.16)
Sub Total:	<u>\$54,600.84</u>
Sales Tax:	\$ 4,422.67
Net Total:	<u>\$59,023.51</u>

Thank you for your consideration of this proposal and we look forward to the continued business partnership with **CITY OF PRESCOTT**

Sincerely,

Dan Allen
Account Manager

This quote is good for thirty days and prices are subject to change.

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: STUDY SESSION 12-3-13
VOTING SESSION 12-10-13

DEPARTMENT: Public Works

RECOMMENDED AGENDA CATEGORY: Regular: X Consent: No

AGENDA ITEM: Adoption of Ordinance No. 4874-1412 authorizing purchase and acceptance of two utility easements for the FY13 & FY14 Small Water Mains and Sewer Mains Replacement Project

Approved By:

Date:

Director:	Nietupski, Mark	
City Clerk:	Mulhall, Lynn	
City Manager:	McConnell, Craig	

Item Summary

Approval of this ordinance will acquire public utility easements necessary for the FY13 & FY14 Small Water Mains and Sewer Mains Replacement Project. Exhibit "A" (attached) provides a summary of the acquisitions involving two (2) parcels of real property. Additionally, within one of the easements the City will purchase approximately 180 LF of existing 6" Ductile Iron Pipe water main constructed in 2010. Acquiring this segment of water main, which was originally constructed as a fire line, will reduce construction impacts to businesses in the vicinity of the Madison Street / Miller Valley Road intersection without increasing anticipated project costs. The water main cost is included in the real property cost.

Background

To meet the basic infrastructure needs of providing for safe, adequate drinking water for the City's residents and businesses, the City annually budgets for the replacement and upgrade of small, undersized and aging water mains. These mains are typically 3" or less in diameter, often constructed of galvanized steel and frequently a source of leaks. In some instances, looping of dead end segments is also included in the project to enhance both water quality and flow for fire suppression.

Agenda Item: Adoption of Ordinance No. 4874-1412 authorizing purchase and acceptance of two utility easements for the FY13 & FY14 Small Water Mains and Sewer Mains Replacement Project

Exhibit "A" identifies the property owner, address, Assessor's parcel number, areas and compensation for each acquisition. The amounts are based on appraisals or competitive market data provided by Bergthold Ag Services, State Certified Appraiser, the appraisal firm retained by the City for this project. Copies of the actual agreements are available in the City Clerk's Office; compensation worksheets are on file at the Public Works office.

Schedule

Design of the FY13 & FY 14 Small Water Mains and Sewer Mains Replacement Project is 90% complete. Upon adoption of the ordinance and associated closings, all necessary utility easements will have been acquired. It is anticipated the project will be advertised for bids in early 2014

Financial Impact

Funding for the project is available in the Water Fund. The total amount required for the acquisition listed on Exhibit "A" is \$18,710.00 plus costs estimated between \$200 and \$1,000 for each closing. The actual closing costs will determine the final amount for each transaction.

Attachments

1. Exhibit "A" Summary of Acquisitions
2. Exhibit "B" Map of Acquisitions
3. Ordinance No. 4874-1412

Recommended Action: MOVE to adopt Ordinance No. 4874-1412.

**FY 13/14 Small Water Mains and Sewer Mains Replacement Project
Utility Easement Acquisition Summary
December 3, 2013**

**Exhibit "A"
Page 1 of 1**

Owner Name	Property Address	Assessor Parcel No	Acquisition ROW / Easements	Compensation	Agreement For Sale of Real Property Dated
Ryan Living Trust	531 Madison Ave Prescott, AZ 86305	113-09-047F	UE= 3,116 SF 140' 6" Water Main	\$18,700.00	26 October, 2013
Miller Valley Realty, LLC	612 Miller Valley Road Prescott, AZ 86305	113-07-028A	UE = 633 SF	\$10.00	7 November, 2013
Sub Total				\$18,710.00	

UE= Utility Easement
SF = Square Feet
R/W = Right-of-Way
Drn Esmt = Drainage Easement
Slp Esmt = Slope Easement
TCE = Temporary Construction Easement
SE = Sewer Easement
QC = Quit Claim

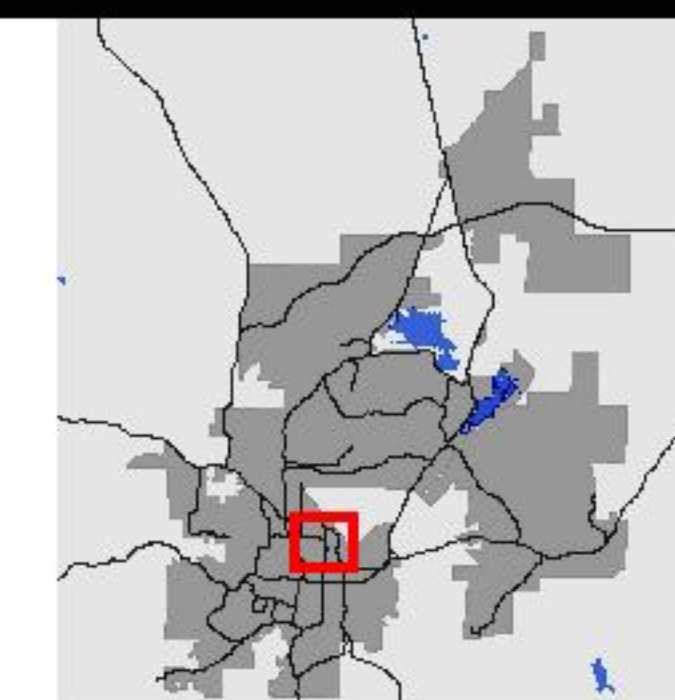
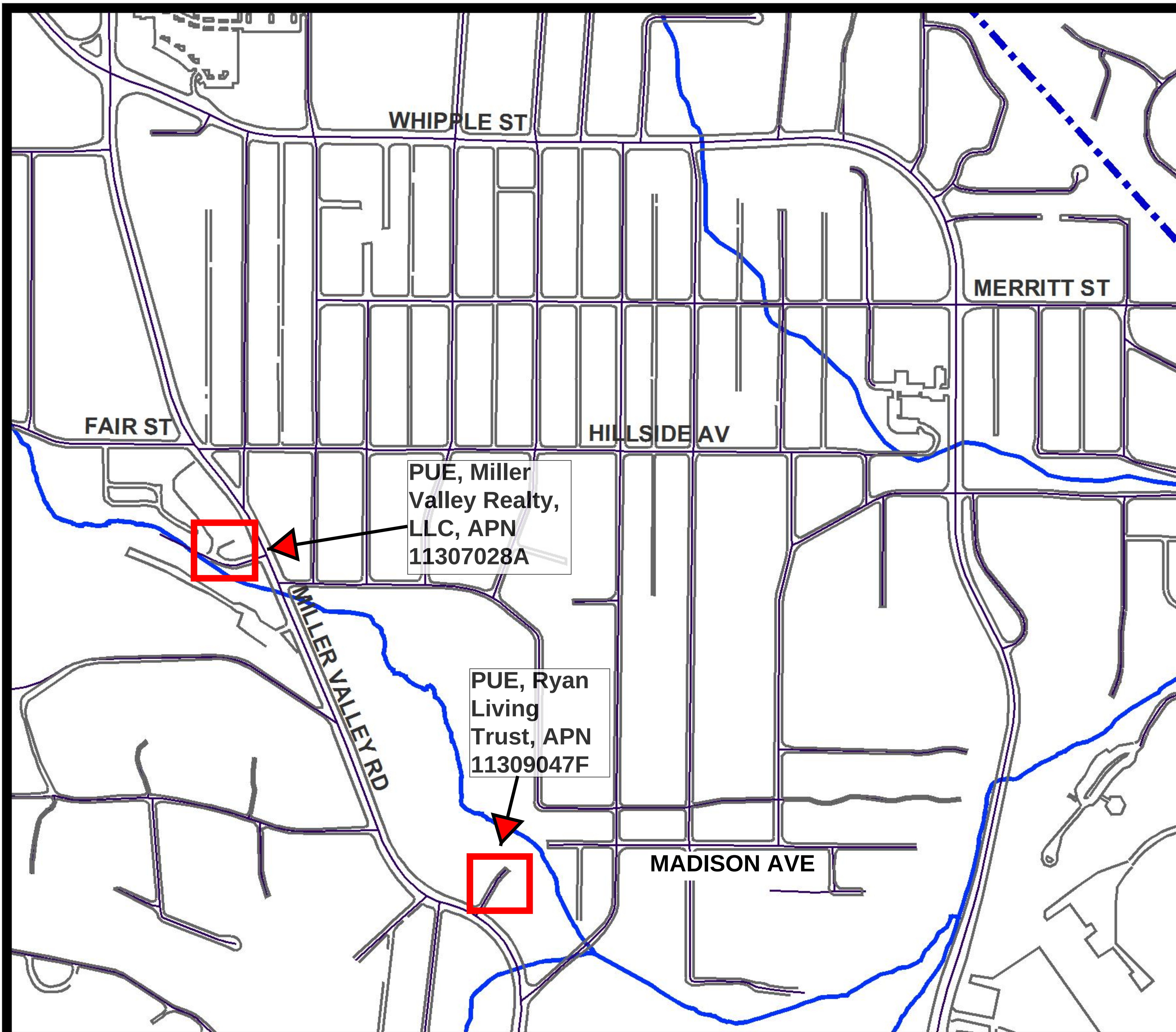
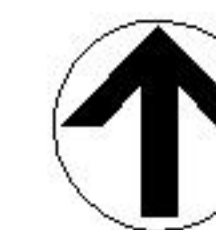


EXHIBIT "B"

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



0' 1" = 600'

ORDINANCE NO. 4874-1412

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF UTILITY EASEMENTS FROM RYAN LIVING TRUST AND MILLER VALLEY REALTY, LLC FOR THE FY 13 & 14 SMALL WATER MAINS AND SEWER MAINS REPLACEMENT PROJECT AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASES.

RECITALS:

WHEREAS, the City Council has determined that certain utility easements are needed by the City for the improvement of the city's water infrastructure needs and the acquisition of these properties will be in the best interests of the health, safety and welfare of the City of Prescott; and,

WHEREAS, the proposed purchase prices of the following utility easements along with the terms and conditions in the City of Prescott's ("City") standard Purchase Agreements, are 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 purchase certain utility easement referenced in Exhibit "A" and agrees to purchase and accept said property from Ryan Living Trust, pursuant to the terms and conditions as set forth in the City's standard Purchase Agreement dated October 26, 2013, for the purchase price of \$18,700.00 plus closing costs.

SECTION 2. THAT the City Council hereby accepts the offer to purchase certain real property referenced in Exhibit "A" and agrees to purchase and accept said property from Miller Valley Realty, LLC, pursuant to the terms and conditions as set forth in the City's standard Purchase Agreement dated November 7, 2013, for the purchase price of \$10.00 plus closing costs.

SECTION 3. THAT upon payment of the foregoing sums, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing purchases and acceptances of rights of way and easements, including the payment of closing and other costs associated with the purchases and recordation of the closing documents.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2013.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

LYNN MULHALL, City Clerk

JON PALADINI, City Attorney

MEETING DATE/TYPES: **STUDY SESSION** **12-3-13**
 VOTING SESSION **12-10-13**

DEPARTMENT: Public Works

RECOMMENDED AGENDA CATEGORY: Regular: X Consent: __

AGENDA ITEM: Approval of a contract for computer-aided design drafting to Civiltec Engineering, Inc., in an amount not to exceed \$50,000.00 (City Contract No. 2014-092)

Approved By:

Date:

Director:	Nietupski, Mark	
City Manager:	McConnell, Craig	

Item Summary

This item is for approval of a contract for computer-aided design drafting (CADD) to continue and complete various plan sets associated with public works projects. This contract will provide services on an interim on-call basis to meet production goals in the Engineering Division.

Background

Due to the current vacancy of the Engineering CADD Technician position in Public Works, it is necessary to utilize an outside firm to fill this service need until a new technician is hired via the recruitment now in progress.

Engineering has several in-house design projects that require continuing CADD work including the following:

1. Park Avenue Reconstruction - Numerous plan sheets require CADD annotation and details: 6 structural sheets, 7 drainage sheets, 5 street sheets, 5 detail sheets, 2 water sheets, 1 sewer sheet, and some existing files require modeling as well.
2. Cortez/Willis Intersection Reconstruction - A recent water main break at this location caused significant damage to the intersection necessitating full reconstruction of the intersection including water and sewer facilities.

Agenda Item: Approval of professional services contract for computer-aided design drafting to Civiltec Engineering, Inc., in an amount not to exceed \$50,000.00 (City Contract No. 2014-092)

3. Zone 56 Reservoir (SR 69 Corridor) - This new reservoir will enhance service and augment fire flows to the zone.
4. Divinity Drive Cul-de-sac - On-going drainage issues at this location necessitate work to improve drainage conditions.
5. Sundog Transfer Station/Maintenance Site - Planned site improvements include paving, drainage, and general enhancements to existing process infrastructure.

A request for proposal for cadd services was sent to six consulting firms. Five of the six firms submitted proposals. After evaluation based on billing rates, it was determined to recommend Civiltec for the contract award.

Civiltec has available CADD resources to meet City engineering needs during this interim period until a new staff technician is employed.

Financial Impact

The Civiltec rate for CADD service is \$74.00 per hour.

FY 14 budgeted funds in the One Cent Sales Tax for Streets and Open Space, Water Fund, Sewer Fund, and Solid Waste Fund are available for these necessary project services.

Attachments

1. Civiltec Scope of Services with Fee

Recommended Action: MOVE to award a contract for computer-aided design drafting to Civiltec Engineering, Inc., in an amount not to exceed \$50,000.00. (City Contract No. 2014-092)

Agenda Item: Approval of professional services contract for computer-aided design drafting to Civiltec Engineering, Inc., in an amount not to exceed \$50,000.00 (City Contract No. 2014-092)



Prescott • Peoria • Monrovia

November 18, 2013

Mr. Jeff Fanning
City of Prescott Public Works Department
430 N. Virginia Street
Prescott AZ 86301
Email: jeff.fanning@prescott-az.gov

Subject: Scope of Services and Fees for Professional Services – Civil3D Computer Aided Design Services.

Dear Mr. Fanning:

Civiltec Engineering, Inc. is pleased to provide you with the following proposal to provide professional services for the aforementioned project. Based upon discussions with you, we will provide Designer services utilizing AutoDesk Civil3D design platform on an as-needed basis. We anticipate the services associated with Park Avenue to be approximately 160 hours. It is our understanding that the Notice to Proceed for the services will commence on or near December 11 2013. Based upon these values, we anticipate delivery of the Park Avenue plans near mid-January of 2014. The scope of services includes assignment of Civil3D designer(s) to work in concert with your engineering staff on an hourly basis totaling up to a fee of \$50,000. These services will include the Park Avenue Civil3D design services and other requested services to be provided in accordance with the “Designer” category shown on the attached hourly rate sheet.

It is our understanding that surveying and engineering services are to be excluded from this scope of services, as such services will be performed by you or your engineering staff.

We will bill you each month for the work performed the previous month. Payment is due 30 days from the date of issuance of invoices. Thank you for the opportunity to be of helpful service. We will begin immediately upon receipt of an executed agreement.

Please contact me if you have any questions or concerns.

City of Prescott Civil3D services

Sincerely,

CIVILTEC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'R. Shroads', is positioned above the printed name.

Richard Shroads, P.E., P.L.S.,
President

Accepted By

Date

Engineering and Surveying Rate Schedule:

**Rate Schedule
Professional Services - Effective January 1, 2013**

Discipline	Hourly Rate
Project Manager	\$140.00
Project Engineer	\$125.00
Staff Engineer	\$108.00
Designer	\$74.00
Survey Manager	\$106.00
Staff Land Surveyor	\$91.00
Survey Technician	\$86.00
Administration	\$45.00
Survey Crew	\$120.00

Other Charges:

Rate

Copies: \$0.35/S.F.

Outside services and expenses Cost+15%

Our hourly rates are as shown on the above rate schedule. The rates are subject to an increase in cost on January 1, 2015 and each January thereafter. The increase will be commensurate with our annual rate increase and will not exceed 10% per year. The increase will be applied to the unpaid balance of the contract.

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** Civiltec Engineering, Inc. (hereinafter Civiltec) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. Civiltec reserves the right to terminate services at any time. Payment for services rendered prior to the time of termination of services shall be due pursuant to the payment terms as described.

2. **PAYMENT TERMS.** Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at the prevailing legal rate (1 ½ percent monthly), including reasonable attorney's fees if collected by an attorney, and Civiltec reserves the right to suspend all work until payment is received. No deduction shall be made from our invoice on amount of liquidated damages or other sums withheld from payments to Contractor or others. These payment terms may be amended in the Proposal.

Either party may terminate this Agreement without cause upon 30 days written notice. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay Civiltec for all costs incurred plus reasonable charges associated with the termination of the work. In this event, Client also agrees to release Civiltec from all liability for services rendered.

In the event all or any portion of the services or work product prepared or partially prepared by Civiltec be suspended, abandoned, or terminated, Client shall pay Civiltec for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as extra services.

3. **STANDARD OF CARE.** Civiltec will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

4. **INSURANCE.** Civiltec maintains insurance coverage as follows:

- a) Worker's Compensation - Statutory; Employers' Liability \$1,000,000 each accident/disease/policy limit;
- b) Professional Liability - \$1,000,000 per claim, \$2,000,000 aggregate;
- c) Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate;
- d) Umbrella Liability - \$5,000,000 per occurrence, \$5,000,000 aggregate;
- e) Automobile Liability Insurance - \$1,000,000 each accident.

5. **PROFESSIONAL LIABILITY.** Client agrees that Civiltec's liability to Client or any third party due to any negligent professional acts, errors or omissions or negligent breach of contract will be limited to an aggregate of \$50,000 or our total fee, whichever is greater. If Client prefers to have higher limits of professional liability, we agree to increase the limit up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal, provided Client agrees to pay an additional consideration of ten percent of our total fee, or \$500, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by us and is not a charge for additional professional liability insurance.

6. **SITE OPERATIONS AND SOIL CONDITIONS.** Client will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

Civiltec makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

If a Contractor (not a subcontractor of Civiltec) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for the working conditions on the job site, including the safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Civiltec will not be responsible for job or site safety on the project, other than for our employees and subcontractors.

Client acknowledges that Civiltec is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors. Client further agrees to defend, indemnify and hold Civiltec harmless from any and all liability, real or alleged, in connection therewith, excepting liability arising from the negligence of Civiltec.

7. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered, which could substantially alter the necessary services or the risks involved in completing our services. If this occurs, we will promptly notify and consult with Client, but will act based on our sole judgment where risk to our personnel is involved. Possible actions could include:

- a) Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practical in our judgment;
- b) Agree with Client to modify the Scope of services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- c) Terminate the services effective on the date specified by us in writing.

8. **CLIENT DISCLOSURE.** Client agrees to advise Civiltec upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that present a potential danger to human health, the environment, or equipment. By virtue of entering into this Agreement or providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment.

9. **INDEMNITY.** To the fullest extent permitted by law, the Client shall indemnify and hold harmless Civiltec, Civiltec's officers, employees, directors, shareholders, subconsultants, and subcontractors from and against all claims, damages, losses, expenses, and other costs, including

City of Prescott Civil3D services

costs of defense and attorney's fees resulting from the active, passive, or comparative neglect of the Client. In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, Client agrees to defend, hold harmless and indemnify Civiltec from and against any and all claims and liabilities unless caused by our negligence or willful misconduct, resulting from:

- a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;
- c) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein; and
- d) Allegations that Civiltec is a handler, generator, operator, treated, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the services provided under this Agreement.

10. **DOCUMENTS.** Civiltec will furnish to Client the agreed upon number of reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance in connection with the project or services provided for in this Agreement, not for advertising or other type of distribution or general publication, and are subject to the following:

- a) For any other purposes, all documents generated by Civiltec under this Agreement shall remain the sole property of Civiltec. Upon request and payment of the costs involved, Client is entitled to copies of all papers, documents and drawings provided Client's account is paid current. Client agrees to obtain our written permission for any exception for use not described here. Any unauthorized use or distribution shall be at Client's and recipients' sole risk and without liability of Civiltec;
- b) Client shall furnish documents or information reasonably within Client's control and deemed necessary by us for proper performance of our services. Civiltec may rely upon Client-provided documents in performing the services required under this Agreement; however, Civiltec assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client.

11. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including all reasonable attorney's fees of both parties. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

12. **OPINIONS OF COST.** If requested, Civiltec will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for installation of materials, remediation or construction as appropriate based on reasonably available data, our designs or our recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in advance, in writing with Civiltec. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, Contractor skills, and many other factors beyond our control.

13. **CONFIDENTIALITY.** Civiltec will maintain as confidential any documents or information provided by Client indicated to be confidential and will not release, distribute, or publish to any third party without prior permission from Client, except as compelled by order of a court or regulatory body of competent jurisdiction and then only after notice to Client.

14. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect.

15. **SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Civiltec shall survive the completion of the services and their termination of this Agreement.

16. **INTEGRATION.** This Agreement, the attached Proposal and documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

17. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Arizona.

18. **FEES.** Client shall pay the costs of outside checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprint and reproductions, and all other charges not specifically covered by the terms of this Agreement. *****END OF DOCUMENT*****

PRESCOTT CITY COUNCIL
STUDY SESSION
TUESDAY, NOVEMBER 19, 2013
PRESCOTT, ARIZONA

MINUTES OF THE STUDY SESSION OF THE PRESCOTT CITY COUNCIL HELD ON NOVEMBER 19, 2013, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 3:00 PM.

◆ **INVOCATION** by Rabbi Adele Plotkin

◆ **PLEDGE** by Mayor Pro tem Lamerson

◆ **ROLL CALL**

Present:

Absent:

Mayor Kuykendall
Councilman Arnold
Councilman Blair
Councilman Carlow
Councilman Kuknyo
Councilman Lamerson
Councilman Scamardo

None

◆ **ANNOUNCEMENTS**

None

◆ **PRESENTATIONS** Veterans Parade Awards

Becky Karcie, Special Events Manager, presented the Veterans Parade Awards. She thanked the recipients and acknowledged the four Grand Marshalls and the people who made the parade possible.

1st Place Winners

- Motorized Group - Military Order of the Purple Heart
- Non-Profit organization – Camp Verde Cavalry Hospital
- Entries by Veterans - Lady Veterans
- Music and Marching Units – Flags of Freedom

- Fraternal Organizations – Korean War Veterans

Best Overall Category

- Embry-Riddle Army ROTC

I. DISCUSSION ITEMS

- A. Approval of purchase of street sweeper replacement brooms and parts from West Coast Equipment, Glendale, AZ, in an amount not to exceed \$25,000.00 (City Contract No. 2014-085)

Stephanie Miller, Field and Facilities Services Director, presented. The Street Maintenance Division uses two Broom Bear street sweepers performing daily street-cleaning operations. Due to heavy use and wear and tear, the gutter brooms require frequent replacement. She noted that over the past five years, sweepers have been equipped with patented Speed Plates to facilitate the changing of the gutter brooms. The Speed Plates allow for a much stronger and more stable mounting of the gutter brooms to the sweeper and allows for a faster broom-changing time.

Ms. Miller noted that West Coast Equipment is the only distributor of sweeper brooms which does not require bulk ordering for competitive pricing. West Coast Equipment provides brooms for all three street sweepers and is the sole source for the Speed Plate-compatible gutter brooms. The cost is \$548.38 per broom assembly, including tax.

- B. Adoption of Resolution No. 4208-1417 approving an Intergovernmental Agreement (IGA) with Chino Valley; adoption of Resolution No. 4206-1415 approving an IGA with Dewey-Humboldt; adoption of Resolution No. 4209-1418 approving an IGA with Prescott Valley; and adoption of Resolution No. 4210-1419 approving an IGA with Yavapai County for a Household Hazardous Waste Collection Day to be hosted by the City of Prescott Solid Waste Division

Stephanie Miller, Field and Facilities Services Director, presented. Products such as paint, paint thinners, Freon, cleaners, motor oil, batteries, tires, fertilizers and pesticides which contain potentially hazardous ingredients require special disposal methods to avoid contamination of groundwater and further environmental pollution.

She noted that in order to provide safe disposal options for City residents, the City of Prescott has conducted Household Hazardous Waste (HHW) Collection Days, most recently in 2008, 2011, and 2012. This year the Solid Waste Division is planning to host another HHW event, and has reached out to Chino Valley, Dewey-Humboldt, Prescott Valley, and Yavapai County for a combined HHW event planned for April 6, 2014, from 8:00 a.m. to noon, at the Transfer Station, 2800 Sundog Ranch Road.

This service will be offered at no additional cost to participants; the cooperating agencies will each pay a pro-rata share of the total costs via an Intergovernmental Agreement (IGA) automatically renewed yearly unless they opt out.

Ms. Miller said that entering into IGAs with the cooperating agencies will help to ensure that as much HHW material as possible is collected, avoiding contamination of the environment. A combined event will help to defray the costs of individual events, and promote cooperation among our communities.

The Solid Waste Division has \$70,000 budgeted in FY14 for a HHW event. She said that the total cost of the event, which includes City personnel costs, operating supplies, operating expenses, and the Contractor's final invoice will be pro-rated among the City and the cooperating agencies based upon the percentage of participation of each agency.

The IGA includes language that requires participants to show proof of residency and the coordinating city will each pay a pro-rata share.

Councilman Blair suggested combining prescription drugs drop off with this event. Deputy Chief Reinhardt said in conjunction with MATFORCE, the Police Departments throughout the Country participate in a dump the drugs event. He noted that the Prescott Police Department has a drug drop box for our residents to use. Ms. Miller said there will be an opportunity for residents to drop off drugs at this event.

C. Approval of OnBase software support and maintenance services for Fiscal Year 2014 in the amount of \$29,500.00

Mark Woodfill, Finance Director, presented. He noted that this document management software is used throughout the City and is slightly more expensive this year due to the additional evidence package that was added to the program.

D. Adoption of Resolution No. 4207-1416 accepting an Arizona Department of Homeland Security Grant in the amount of \$26,400.00; and approval of purchase of eight (8) portable radios with chargers and batteries in the amount of \$26,400.00 from Creative Communications, using State Contract No. ADSP013-036883 (City Contract No. 2014-095)

Eric Kriwer, Acting Fire Chief, presented. He introduced Karen Cannizzaro, Fire Department Secretary, who is the Fire Department grant writer. She has acquired over one million dollars in grants for the Prescott Fire Department.

He noted that this item is for the acceptance of the Homeland Security grant award for eight portable radios. This will allow every Captain on each engine company to have the highest quality radios. Every firefighter on each apparatus will also have a radio, as well as all senior staff.

- E. Acceptance of a \$25,000.00 State Farm 2014 Good Neighbor Citizenship grant for the purchase of an all terrain vehicle and slip-in fire suppression unit for use in operation of the Wildland Division

Eric Kriwer, Acting Fire Chief, presented. The Fire Department has received notification from State Farm Insurance that the City has been awarded the 2014 Good Neighbor Citizenship grant. The grant program focuses on safety, community development and education.

He noted the need for the Polaris Ranger during the year for special events and accessing patients, during snow events. The slip-in fire suppression unit on the Superintendent truck will allow this vehicle to be considered a Type 6 vehicle, which would be the fourth in the department.

- F. Approval to purchase mobile live fire training system (burn trailer), as specified, from Fire Training Structures, LLC, in the total amount of \$170,000.00 (City Contract No. 2014-088)

Eric Kriwer, Acting Fire Chief, presented. This is a mobile live fire training system. They went out to bid and would like to award the bid to Fire Training Structures, LLC, the lowest bidder.

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 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. He noted the federal share is a maximum of \$167,400.00 and the City's 10 percent match is \$18,600.00. The 10 percent match is based on the City's population.

Councilman Blair asked if the staff has done a master plan to rehabilitate the City's Public Safety training facility.

City Manager McConnell replied that the topic was addressed in detail when the Capital Needs Committee was convened a few years ago. The Capital Needs list was extensive and there was no way to pay for it. He agreed that a master plan is a good idea.

- G. Approval to apply for various Fiscal Year 2014-2015 grant opportunities for the Fire Department

Eric Kriwer, Acting Fire Chief, presented. The following FY2014-15 grant opportunities are open for application by the Department prior to the end of the current fiscal year (FY2013-14):

1. 2013 Assistance to Firefighters Grant
2. 2014 Arizona Homeland Security Grant Program

3. 100 Club Safety Enhancement Stipends
4. Miscellaneous grants such as from Arizona or Yavapai County Department of Emergency Management, State Farm or other insurance companies, Home Depot, Wal-Mart, or Tribal Nations

Until guidance is issued or a grant application cycle opens, specific funding priorities, eligible activities, and requirements are not known. However, the Fire Department always has equipment and training needs, which support pursuing grants, Chief Kriwer said.

Councilman Arnold asked for an updated communication briefing as we move into the budget cycle. We need to address potential issues sooner than later.

H. Approval of a Base Hospital/Provider Agreement with Yavapai Regional Medical Center (City Contract No. 2014-096)

Eric Kriwer, Acting Fire Chief, presented. The City of Prescott and Yavapai Regional Medical Center (YRMC) have had a great relationship for 30 years.

A new agreement is not required to be formally approved by the parties each calendar year. The existing Agreement remains in force and is reviewed annually, and updated when necessary. Due to changes in legislative language that affected the Agreement, YRMC initiated minor changes in December 2012. He noted that upon City review of those changes, additional adjustments were necessary within the insurance section of the Agreement. These need not be made retroactively, however YRMC, which partners with multiple agencies within the Prescott Basin via similar base hospital agreements, has requested that to align all of these agreement a uniform effective date be specified, in this present case, January 1, 2013, which is the date indicated in Paragraph 4.

- I. Adoption of Resolution 4204-1412 approving an Airport lease assignment as amended, from Spitfire Films, Inc., to MH Properties, LLC (City Contract No. 1994-124 A6)

Jeff Tripp, Airport Manager, presented. This Lease was first entered into on November 8, 1994, between the City and Bonanza Enterprises, Inc., as City Contract No. 1994-124. The 1st amendment (Contract No. 1994-124A) was approved by Council on March 14, 1995 which added 600 square feet of office space to the overall lease property.

The 2nd amendment was approved by Council on March 9, 1999 which added Paragraph 7(f) requiring the City to apply all proceeds of any fire and/or extended insurance coverage for the leased premises to the repair and/or replacement of the improvements included in the Lease.

The 3rd amendment was approved by Council on September 30, 2002, which modified Paragraph 1(a) of the Lease to substitute River Hangar Corporation (RHC) for Bonanza

Enterprises, Inc., as the Lessee for a portion of the leasehold and modified Paragraph 3(a) of the Lease to provide a new 25-year term commencing from the date of the amendment and providing a 25-year renewal option at a new rental rate to be renegotiated at fair market value of the ground lease.

Paragraph 5 of the Lease was amended to provide that upon any assignment and/or sale of its interest under the Lease that RHC shall pay the City either \$10,000.00 or 5 percent of the total sales price, whichever is less. Finally, Paragraph 7(d) of the Lease was modified to require RHC to maintain the asphalt in its exclusive leasehold in useable condition and replace as necessary at its own expense.

The 4th amendment was executed on December 31, 2002, by the Airport Manager; however, the amendment was not brought before the Council. This amendment replaced Exhibit A with a new Exhibit A-2002 to depict the leasehold area agreed to by all parties (Bonanza Enterprises, River Hangar Corporation and the City).

The 5th amendment was executed on February 25, 2005, by the Airport Manager; however, the amendment was not brought before the Council. This amendment was for Consent to Assignment of Lease and Novation from River Hangar Corporation to Spitfire Films, Inc. The City did receive the \$10,000.00 payment from Bonanza Enterprises from the assignment of the Lease.

Paragraph 5 of the Lease states the Lessee may sublet the leased premises with the prior written approval of the Airport Manager, which approval shall not be unreasonably withheld. A sublease, assignment or other transfer is invalid unless approved by City Council. Upon proof of a proposed sale of Lessee's business, the Council may authorize the assignment of the remainder of the term of this Lease to the new business owner.

Council action is required for approval of (and by inference for disapproval of) any sublease, assignment or transfer. Therefore, in order to proceed with the assignment of the Lease to MH Properties, LLC, it is necessary for Council to first approve the assignment of the Lease from River Hangar Corporation to Spitfire Films, Inc.

It is staff's recommendation that Council approve Amendments No. 4 and No. 5 to the Lease as City Contract No. 1994-124D and 1994-124E respectively and approve Amendment No. 6 to the Lease for the assignment of the Lease from Spitfire Films, Inc. to MH Properties, LLC, as City Contract No. 1994-124F. The assignment of the Lease to MH Properties, LLC, incorporates the terms and conditions of the original Lease and all subsequent amendments approved by Council.

Councilman Arnold questioned past history, when the amendments were not taken to Council for approval. Mr. Tripp said this cleans up past history. Councilman Arnold asked that with the transfer, if there will be an opportunity for the City to evaluate the insurance requirement of the tenant.

Mr. Paladini said it is an opportunity to evaluate and amend the lease with the new tenant.

Councilman Kuknyo questioned the lease and what the City receives. Mr. Tripp explained this is an old lease and the City does not get much money for the lease, approximately \$980.00 per year. Councilman Kuknyo said that he looks forward to clearing some of these leases up.

Councilman Scamardo said the rate is ridiculous. He asked if the rate was ever reviewed. Mr. Tripp said all lease agreements are very different. The legacy leases do not offer much room for negotiation.

Councilman Lamerson pointed out that Council may need to take more time on this item to have questions answered.

Mr. Tripp explained that a legacy lease is an older lease that was approved for 40-50 years. Leases approved over the past decades have been changed substantially, correcting many of the problems. The original date of this lease is 1994.

Councilman Scamardo asked Mr. Tripp to provide current ground lease rates.

Councilman Arnold pointed out this item is for an assignment of a lease and said the City is stuck with the 1994 lease terms. City Attorney Paladini said the standard for the owners withholding consent, is reasonable. There is nothing wrong with asking the new tenant to amend insurance.

Chris Kottke, attorney for signer of original lessee for the property, noted that the Lease states that upon commencement of site improvements, lessee agrees to make the following improvements, consisting of grading (\$60,000.00 approximate cost), construct first hangar (\$90,000.00 approximate cost), construct small office (\$10,000.00 approximate cost), and construct second and third hangers (\$70,000.00/each). He noted that this will revert back to the City. He said that John Stonesipher needs to expand his business with Guidance Aviation and needs the space. It is a win for the City.

Robert Aquino, Prescott resident, suggested compiling the information of all M&H leases and find out when they expire and what the rates are. He noted that there are times when there is a pending agreement that may expire sooner that enables the City the opportunity to negotiate with the lease holder on a general, overall rate.

- J. Approval to submit a grant application to the Federal Aviation Administration in the amount of \$950,000.00 for acquisition of a replacement Airport Rescue & Firefighting (ARFF) vehicle

Jeff Tripp, Airport Manager, presented. The Prescott Fire Department provides dedicated ARFF services at the airport as required under Federal Aviation Regulation

Part 139 which requires airports to provide aircraft rescue and firefighting (ARFF) services during air carriers operations.

He said this grant will purchase a replacement 1,500-gallon Airport Rescue & Fire Fighting (ARFF) Index Category "B" vehicle to replace the Prescott Fire Department's existing Index "B" ARFF vehicle which was itself acquired in 2001 through a similar FAA grant. The current unit is reaching the end of its useful life cycle for frontline service and will be approximately 14 years old at the time a replacement vehicle can be brought into service in 2015. This type vehicle has a 10-year expected life span according to FAA guidelines.

Mr. Tripp noted that the acquisition of the replacement ARFF vehicle will allow the City to continue providing a safe operating environment by ensuring that the airport's ARFF capabilities are met. As discussed previously with Council, the current vehicle will be kept for use as a training unit and for back-up ARFF coverage when the replacement vehicle may be taken out of service for preventative maintenance and/or repairs.

The 2001 vehicle may also be used for specialized off-airport response to hazardous materials situations such as oil fires, electrical transformer substation fires, etc. requiring the specialized foam application capabilities of the ARFF vehicle without affecting airport ARFF services.

Councilman Arnold stated that he looks for a day when the Enterprise Fund will pay for things like this. He said the Airport should pay for services that the airport uses.

Councilman Blair asked how long the manufacturer will be making parts for these older vehicles. Mr. Tripp said it is a good use of City funds to keep the vehicle, since it is paid for and working well.

- K. Approval of purchase of two (2) cab/chassis and two (2) service bodies from Sanderson Ford of Glendale, Arizona, in the amount of \$73,287.04 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSPO13-040351 (City Contract No. 2014-091); and three (3) service trucks from San Tan Ford of Gilbert, Arizona in the amount of \$49,207.77 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSP012-016671 (City Contract No. 2014-094).

Mark Nietupski, Public Works Director, presented. The vehicles being replaced are nearing the end of their service life and maintenance costs are high. The new vehicles are available and can be delivered within 60 to 90 days upon purchase order approval. Mr. Nietupski noted that the vehicles being replaced will go to auction.

- L. Award of bid and contract for the FY14-15 Utility Locating and Potholing Project to Earth Resources Corporation in an amount not to exceed \$102,700.00 (City Contract No. 2014-097).

Mark Nietupski, Public Works Director, presented. He noted that it was last done in 2011 and is to locate underground utilities in order to conduct repairs or designs for projects. This contractor will have the requirement to respond on request. There is no guaranteed amount of work.

M. Adoption of Ordinance No. 4873-1411 amending the Land Development Code re detached Guest Quarters on residential properties

George Worley, Community Development Planning Manager, presented. This is a minor amendment to the Land Development Code (LDC) that will be helpful to residents and builders, in the future. The current requirement for detached Guest Quarters on residential properties requires a Conditional Use Permit (CUP) through the Board of Adjustment. Attached Guest Quarters have no such requirement. The Unified Development Code Committee and the P&Z Commission recommend amending the LDC to remove the CUP requirement.

N. Adoption of Resolution No. 4203-1413 approving an Intergovernmental Agreement with the Town of Chino Valley Relating to Payments for the Transportation of Water (City Contract No. 2014-078)

City Manager McConnell introduced the item. The Town of Chino Valley would like to more fully align its Municipal Privilege Tax Code with the Arizona Model City Tax Code. The Town has proposed replacing the current tax levied on the operation of pipelines for transporting water within and through the town with a mutually agreeable annual transportation fee.

Adoption of this resolution will approve an Intergovernmental Agreement between Chino Valley and Prescott to make the change from a tax to a fee for a fixed term of five years, after which the prospective fee will sunset. He said the key provisions include:

- The Pipeline tax will be replaced by a simplified fee per acre foot produced or pumped through and outside the town
- Water produced and purveyed to city customers within the Town will not be subject to the fee
- The effective date of the IGA will be the date of pipeline tax repeal, which shall not be later than July 1, 2014
- The term of the IGA is fixed, five years from the effective date
- The new water transportation fee is \$9.38 per acre-foot, fixed for the five year IGA term
- The quantity of water transported and subject to the fee will be based upon (1) annual production from the City's Chino Valley Water Production Facility as

reported to the Arizona Department of Water Resources (ADWR), (2) the City of Prescott's utility billing which will be subtracted from the overall quantity reported to ADWR.

The IGA is cost favorable to the City, as a decrease of 40 percent in the annual cost to the City of Prescott's water utility.

O. Approval of a five (5) year Xerox Lease Agreement under State contract No. 072654700, in the total amount of \$14,502.60 (City Contract No. 2014-083)

Jon Paladini, City Attorney, introduced the item. This is the replacement of a current copy machine which expires this year. The new lease was offered for a monthly discounted rate of \$241.71, plus 8.35 percent sales tax, payable monthly for the five year term of the Agreement. The new lease saves the City \$25.79 monthly as well as an increase of monthly covered copies from 10,000 to 15,000 copies per month

P. Approval of Professional Services Agreement with Dickinson Wright Mariscal Weeks for legal representation re Pure Wafer, Inc. v. City of Prescott, et al. CV-13-08236-PCT-JAT (City Contract No. 2014-093)

Jon Paladini, City Attorney, introduced the item. The City Code allows the City Attorney to obtain outside representation for the City upon consent of the City Council. The City Attorney has previously provided City Council with a copy of the Confidential and Privileged Engagement and Representation letter from Dickinson Wright Mariscal Weeks (hereinafter "Dickinson Wright") under a separate Attorney-Client privileged communication. He noted that they have done a substantial amount of work on the matter.

Councilman Arnold asked if there is an expense limitation. Mr. Paladini said he recommends against setting a limit because it may tell the other side the City's strategy. He will provide ongoing communication regarding strategy and status.

Q. 60-day review/progress report regarding Group Residences

George Worley, Planning Manager, presented. On September 19th the City adopted the Ordinance amending City Code. Mr. Worley showed a PowerPoint Presentation covering the following:

- The City adopted the Land Development Code (LDC) in 2003 which had language that had controls for community residences.
- The City was notified in 2005 that the LDC would be challenged as violating the Fair Housing Act. The provisions in the Code were not enforced and legal review went on for years.

- Definitions of types of uses were addressed in 2011 and more intensive work to update the Code was done in June 2013. The current ordinance was adopted September 19, 2013.
- Key changes include the definition of “Housekeeping Unit” and the distance requirement between the residences

Registration and application forms were delivered. Proactive contact was made with known facilities. 47 registrations were received during the 60-day period, of the 115 identified.

Mr. Woodfill, Finance Director, discussed Rental (Privilege) Tax.

- Preliminary letters were sent making the rental property owners/operators aware of their tax and licensing responsibilities.
- Demand letters were sent to non-complying operators.
- Met with the Northern Arizona Housing Association (NAHA) to discuss the taxing issue.
- He noted that the locations that refuse to respond to the City are subject to progressive enforcement measures.

Mr. Worley reported the Police Department is responding to complaints by conducting enforcement at locations of reported disruptive and/or criminal activity. The Community Development Department is continuing to update their data bases of Community Residences to be used for enforcement of new requirements. In addition, the Legal Department is tracking case law which may affect the City ordinance which amended the LDC. They have also consulted an expert on regulation of Community Residences to seek assistance in strengthening the City’s ordinance, if necessary.

Mr. Worley noted that the Code Enforcement division has been reprioritized to focus on implementation of the Community Residences ordinance. The Division provides a first response to complaints.

Other potential actions may include an ad hoc advisory group and the initiation of dialogue with state legislators to develop state-wide regulations.

Persons with concerns, questions, or information are encouraged to contact the City. For complaints not regarding alleged criminal activity or for general information, the Community Development Department should be contacted at 777-1207 or visit the department at City Hall. It is also noted that for non-emergency matters involving possible criminal activity, the Prescott Police Department should be called at 777-1900. If any illegal activity is witnessed, call 911.

R. Determine Consent Agenda for November 26, 2013 Voting Meeting

Mayor Pro Tem Lamerson listed the items for Consent Agenda for the November 26, 2013, Regular Council Meeting; they are Items I.A – I.H, I.J – I.L and Item I.O.

Items I.I, I.M, I.N and I.P will be placed on the Regular Agenda.

III. ADJOURNMENT

There being no further business to be discussed, the November 5, 2013, Prescott City Council Study Session adjourned at 5:53 P.M.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

LYNN J. MULHALL, City Clerk

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, NOVEMBER 26, 2013
PRESCOTT, ARIZONA

MINUTES OF THE REGULAR VOTING MEETING OF THE PRESCOTT CITY COUNCIL
HELD ON NOVEMBER 26, 2013, in the COUNCIL CHAMBERS located at CITY HALL, 201
SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 3:00 P.M.

◆ **INTRODUCTIONS**

◆ **INVOCATION** by Reverend Claire Saunders, Unified Methodist Church of Prescott

◆ **PLEDGE OF ALLEGIANCE** by Councilman Scamardo

◆ **ROLL CALL:**

Present:

Absent:

Mayor Kuykendall
Councilman Arnold
Councilman Blair
Councilman Carlow
Councilman Kuknyo
Councilman Lamerson
Councilman Scamardo

None

◆ **PROCLAMATIONS** – “World Aids Day”, December 1, 2013

Councilman Carlow read the proclamation.

◆ **PRESENTATION**

“Prescott Area Arts and Humanities Council - Presentation of Annual Report”

Cindy Gresser, Executive Director of the Smoki Museum, presented. She pointed out for every dollar the City gives them they return \$1.00 back to the City. This year, PAACH gave back an additional \$1.50. She noted that they encourage their agencies to move events to the shoulder seasons and create multiple day events. She advised Mayor and Council that she has resigned as President from the Prescott Area Arts and Humanities Council. She introduced John Meyer, who will assume her role as President.

◆ **ANNOUNCEMENTS**

None

I. CONSENT AGENDA

- A. Approval of a five (5) year Xerox Lease Agreement under State contract No. 072654700 in the total amount of \$15,713.60 (City Contract No. 2014-083).
- B. Approval of Minutes of a Special Meeting held on November 5, 2013; a Study Session held on November 5, 2013; a Special Meeting held on November 6, 2013; Special Meeting held on November 12, 2013; and Regular Meeting held on November 12, 2013.
- C. Approval of purchase of street sweeper replacement brooms and parts from West Coast Equipment, Glendale, AZ, in an amount not to exceed \$25,000.00 (City Contract No. 2014-085).
- D. Adoption of Resolution No. 4208-1417 approving an Intergovernmental Agreement (IGA) with Chino Valley; adoption of Resolution No. 4206-1415 approving an IGA with Dewey-Humboldt; adoption of Resolution No. 4209-1418 approving an IGA with Prescott Valley; and adoption of Resolution No. 4210-1419 approving an IGA with Yavapai County for a Household Hazardous Waste Collection Day to be hosted by the City of Prescott Solid Waste Division.
- E. Approval of OnBase software support and maintenance services for Fiscal Year 2014 in the amount of \$29,500.00.
- F. Adoption of Resolution No. 4207-1416 accepting an Arizona Department of Homeland Security Grant in the amount of \$26,400.00; and approval of purchase of eight (8) portable radios with chargers and batteries in the amount of \$26,400.00 from Creative Communications, using State Contract No. ADSP013-036883 (City Contract No. 2014-09).
- G. Acceptance of a \$25,000.00 State Farm 2014 Good Neighbor Citizenship grant for the purchase of an all terrain vehicle and slip-in fire suppression unit for use in operation of the Wildland Division.
- H. Approval to purchase mobile live fire training system (burn trailer), as specified, from Fire Training Structures, LLC, in the total amount of \$170,000.00 including tax (City Contract No. 2014-088).
- I. Approval to apply for various Fiscal Year 2014-2015 grant opportunities for the Fire Department.
- J. Approval of a Base Hospital/Provider Agreement with Yavapai Regional Medical Center (City Contract No. 2014-096).

- K. Approval to submit a grant application to the Federal Aviation Administration in the amount of \$950,000.00 for acquisition of a replacement Airport Rescue & Firefighting (ARFF) vehicle at Ernest A. Love Field.
- L. Approval of purchase of two (2) cab/chassis and two (2) service bodies from Sanderson Ford of Glendale, Arizona, in the amount of \$73,287.04 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSP013-040351 (City Contract No. 2014-091); and three (3) service trucks from San Tan Ford of Gilbert, Arizona in the amount of \$49,207.77 utilizing Arizona Procurement Solution Master Blanket Purchase Order No. ADSP012-016671 (City Contract No. 2014-094).
- M. Award of bid and contract for the FY14-15 Utility Locating and Potholing Project to Earth Resources Corporation in an amount not to exceed \$102,700.00.

COUNCILMAN LAMERSON MOVED TO APPROVE CONSENT AGENDA ITEMS I.A. – I.M.; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

II. REGULAR AGENDA

- A. Public Hearing and consideration of a Series 01, In State Producer, liquor license application from William Scott Holderness, owner and applicant for Thumb Butte Distillery, located at 400 North Washington Street

Mayor Kuykendall opened the public hearing at 3:15 P.M. Lynn Mulhall, City Clerk, reported the application was posted for the required 20 days and no public comments were received. The application was routed through the Community Development, Police and Fire Departments and no issues were raised. The applicant is available to answer questions.

Dana Murdoch, partner in the business, addressed Council. They will distill vodka, gin, rye whiskey, corn whiskey and a smoked American whiskey for sale throughout Arizona. She noted that they will have a tasting room and hope to open after the first of the year. They are using as many local ingredients as possible and will bottle and sell from Prescott.

There being no public comments, Mayor Kuykendall closed the Public Hearing closed at 3:17 P.M.

COUNCILMAN LAMERSON MOVED TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

COUNCILMAN ARNOLD MOVED TO APPROVE/DENY LIQUOR LICENSE APPLICATION NO. 01133002, FOR A SERIES 01, IN STATE PRODUCER, LICENSE, FOR THUMB BUTTE DISTILLERY, LOCATED AT 400 NORTH WASHINGTON STREET; SECONDED BY COUNCILMAN LAMERSON; PASSED UNANIMOUSLY.

- B. Public Hearing and consideration of a Series 12, Restaurant, liquor license application from Michael David Dowling, owner and applicant for Barbudos Mexican Grill & Cantina, located at 1042 Willow Creek Road # 107.

Mayor Kuykendall opened the public hearing at 3:19 P.M. Lynn Mulhall, City Clerk, reported the application was posted for the required 20 days and no public comments were received. The application was routed through the Community Development, Police and Fire Departments and no issues were raised. The applicant is available to answer questions.

Michael David Dowling introduced himself, answered questions and noted that he would continue the Series 12 license that had been in place.

There being no further public comments, Mayor Kuykendall closed the Public Hearing at 3:25 P.M.

COUNCILMAN LAMERSON MOVED TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.

COUNCILMAN ARNOLD MOVED TO APPROVE LIQUOR LICENSE APPLICATION NO.12133572, FOR A SERIES 12, RESTAURANT, LICENSE, FOR BARBUDOS MEXICAN GRILL & CANTINA, LOCATED AT 1042 WILLOW CREEK ROAD #107; SECONDED BY COUNCILMAN CARLOW ; PASSED UNANIMOUSLY.

- C. Adoption of Ordinance No. 4873-1411, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE X, CHAPTER 10-1: LAND DEVELOPMENT CODE, ARTICLE 2, SECTION 2.3, TABLE 2.3 OF THE PRESCOTT CITY CODE, BY DELETING "GUEST QUARTERS, DETACHED" FROM SAID TABLE, DELETING THE WORD "ATTACHED" FROM GUEST QUARTERS, ATTACHED.

George Worley, Planning Manager, presented. He noted that staff was trying to remove the requirement for a conditional use permit for a detached guest quarters on single-family residential property.

COUNCILMAN LAMERSON MOVED TO ADOPT ORDINANCE NO. 4873-1411; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

- D. Adoption of Resolution 4204-1412 approving an assignment of City Contract No. 1994-124 A6, as amended, from Spitfire Films, Inc., to MH Properties, LLC.

Mayor Kuykendall said this item is pulled until a future date.

- E. Adoption of Resolution No. 4203-1413 approving an Intergovernmental Agreement with the Town of Chino Valley Relating to Payments for the Transportation of Water (City Contract No. 2014-078).

Craig McConnell, City Manager, presented, reporting this was brought before Council at the November 19, 2013 Study Session. The current levy will go away to be replaced by a transportation fee, effective July 1, 2014, extending for a five year term. The fee will be calculated by the number of acre feet which the City produces at its Chino Valley water production facility. The Town Council approved the IGA on November 12th.

Daniel Matson, Prescott resident, asked what the savings will be. Mr. McConnell replied that the change from a tax to a fee will result in a \$40,000.00 reduction in the amount the City pays annually for five years.

COUNCILMAN LAMERSON MOVED TO ADOPT RESOLUTION NO. 4203-1413; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

- F. Approval of Professional Services Agreement with Dickinson Wright Mariscal Weeks for legal representation re Pure Wafer, Inc. v. City of Prescott, et al. CV-13-08236-PCT-JAT (City Contract No. 2014-093).

Jon Paladini, City Attorney, presented and reported that this item was presented and discussed at the November 19, 2013 Study Session. He recommends against capping the fee because it is impossible to predict what a lawsuit will cost.

Councilman Arnold asked if the Council will have oversight as this case goes on. Mr. Paladini said yes. This is a legitimate disagreement between two parties on the contract language. He will discuss the cost of moving forward with Council as the case moves on.

Councilman Blair said he does not agree with not having a cap. The City has never been in a lawsuit like this. He requests a monthly briefing on this item. Mr. Paladini said the Legal Department reviews the bills each month. He will work closely with the firm. Regular status reports will be given to Council with a list of ongoing costs.

Daniel Matson, City of Prescott resident, said he has been following this case. It is his opinion that no one is at fault. The Council that negotiated this contract negotiated to standards at the time. Arizona Department of Environmental Quality has changed the standards. He wishes that we had been given a little flexibility.

COUNCILMAN ARNOLD MOVED TO APPROVE THE CONFIDENTIAL AND PRIVILEGED PROFESSIONAL ENGAGEMENT AND REPRESENTATION AGREEMENT WITH DICKINSON WRIGHT, CITY CONTRACT NO. 2014-093; SECONDED BY COUNCILMAN LAMERSON; PASSED UNANIMOUSLY.

◆ **INSTALLATION OF NEW OFFICERS**

Mayor Kuykendall said he has already spoken to Councilman Scamardo and Councilman Carlow and asked Councilman Blair and Mayor Pro Tempore to present the plaque to Councilman Scamardo.

- A. Presentation of Plaque to outgoing Councilman Len Scamardo and related comments.

Mayor Pro Tempore presented a plaque to Councilman Scamardo and thanked him for all the work he has done on Council and the Planning and Zoning Commission.

Councilman Scamardo said this has been his second opportunity to serve on Council. He said he has been privileged to work on the City Council of Prescott and noted that he has spent 20 years serving the City in various capacities.

B. Presentation of Plaque to outgoing Councilman Al Carlow and related comments.

Councilman Arnold and Councilman Kuknyo thanked Councilman Carlow for all the work he has done for the City and presented him with a plaque.

Councilman Carlow thanked everyone for the opportunity to serve the City. There is a lot of knowledge and coordination between the City departments, leaving him with a very positive image of the City. He said that he plans on sticking around and working on several of the initiatives he has started in economic development.

C. Administer Oath of Office by City Clerk Lynn Mulhall

City Clerk Mulhall gave the Oath of Office to Councilman-Elect Steve Blair, Councilwoman-Elect Jean Wilcox, Councilman-Elect Greg Lazzell, and Mayor-Elect Marlin Kuykendall.

D. Seating of new Council Members

◆ **POST INSTALLATION**

A. **ROLL CALL** of new Mayor and Council

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

B. Appointment of Mayor Pro Tempore

COUNCILMAN BLAIR RECOMMENDS JIM LAMERSON AS MAYOR PRO TEMPORE: SECONDED BY COUNCILMAN LAZZELL;

Councilwoman Wilcox said she has a lot of respect for Councilman Lamerson but it is time for a change and she would like to see someone else step forward.

Mayor Kuykendall said the Council will have an opportunity in a year to appoint someone different.

Daniel Matson, Prescott resident, said Councilman Lamerson has done a good job and until someone else steps up to say they can do a better job, he suggests that everything stay the way it is.

Mayor Pro Tempore said it is his hope that some of the younger people in Prescott acquire some institutional knowledge to be appointed Mayor Pro Tempore. He is humbled that he is being asked to serve again.

Councilman Kuknyo said Councilman Lamerson has done an excellent job. He agrees with Councilwoman Wilcox that it is good to move other people into the position.

MOTION PASSED 6-1 WITH COUNCILWOMAN WILCOX VOTING NO.

IV. ADJOURNMENT

There being no further business to be discussed, the Regular Voting Meeting of November 26, 2013, adjourned at 4:00 P.M.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

LYNN MULHALL, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Voting Meeting of the City Council of the City of Prescott, Arizona held on the 26th day of November, 2013. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2013.

AFFIX
CITY SEAL

LYNN MULHALL, City Clerk

MEETING DATE/TYPES: STUDY SESSION N/A
VOTING SESSION 12-10-13

DEPARTMENT: City Clerk

RECOMMENDED AGENDA CATEGORY: Regular: X Consent:

AGENDA ITEM: Public Hearing and consideration of a Series 10, Beer & Wine Store, liquor license application from Tamra S. Kelly, owner and applicant for The Rancher's Wife, located at 156 South Montezuma Street

Approved By:		Date:
City Clerk:	Mulhall, Lynn	
City Manager:	McConnell, Craig	

Item Summary

Tamra S. Kelly has applied for a new Series 10 liquor license for The Rancher's Wife, located at 156 South Montezuma Street.

This Application

A Liquor License Application, City No. 13-233, State No.10133261 has been received from Tamra S. Kelly, applicant for The Rancher's Wife, for a Series 10, Beer & Wine Store license, located at 156 South Montezuma Street. The Rancher's Wife will sell wine with their own label to go with the Kelly beef currently sold at their location. The application was properly posted for the State mandated 20 day period. No petitions or protests have been received during this period. The application has cleared Planning and Zoning and the City of Prescott Police Department. The applicant has been requested to attend the Council meeting to answer any questions Council may have.

The completed application is on file in the City Clerk's Office.

Public Hearing and Action Procedure

The City Council's recommendation of approval, disapproval or no recommendation will be forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration. If the City Council recommendation is for approval, no hearing is required unless the Director of the Department, the State Liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best

Agenda Item: Public Hearing and consideration of a Series 10, Beer & Wine Store, liquor license application from Tamra S. Kelly, owner and applicant for The Rancher's Wife, located at 156 South Montezuma Street

interest of the community will not be substantially served if a license is issued. If no hearing is requested, the Director may approve the license. If the City Council recommendation is for disapproval of an application, a statement of the specific reasons along with a summary of the testimony or other evidence supporting the recommendation for disapproval is required to be attached to the order of disapproval and submitted to the Director, after which a public hearing will be held.

If the City Council makes no recommendation, the Director may cancel the hearing and issue the license unless the Board or any aggrieved party protests and requests a hearing. If the reason for the protest is clearly removed or deemed satisfied by the Director, the Board shall cancel the hearing and the Department may issue the license.

Financial Impact

The application and license fee have been paid. According to state law, proceeds are required to be used for hospitality promotion (tourism development) purposes.

Recommended Action: (1) **MOVE** to close the Public Hearing; and (2) **MOVE** to approve/deny Liquor License Application No.10133261, for a Series 10, Beer & Wine Store, license, for The Rancher's Wife located at 156 South Montezuma Street.