AGENDA

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
Tuesday, November 18, 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 **Regular Voting Meeting** pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02. One or more members of the Council may be attending this meeting through the use of a technological device.

- ♦ **CALL TO ORDER**
- ♦ **INTRODUCTIONS**
- ♦ **INVOCATION** — Rabbi Jessica Rosenthal, Temple B'rith Shalom
- ♦ **PLEDGE OF ALLEGIANCE** — Councilman Lazzell
- ♦ **ROLL CALL**

MAYOR AND CITY COUNCIL

Mayor Kuykendall

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

- ♦ **ANNOUNCEMENTS**

I. CONSENT AGENDA

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

A. Approval of minutes for the City Council meeting held on November 4, 2014

B. Adoption of Resolution No. 4259-1468, approving the City's participation in the Yavapai Regional 911 Committee, and the Committee Constitution and Bylaws

C. Adoption of Resolution No. 4260-1469 approving a Memorandum of Understanding (MOU) with the Phoenix Police Department defining the responsibilities and use of Phoenix Police Department's National Integrated Ballistic Information Network (City Contract No. 2015-071)

D. Ratification of payment in the amount of $12,529.49 for emergency scale repairs performed by Southwestern Scale Company, Inc. (Solid Waste Fund)

E. Approval of a one-year extension of an Agreement for Services with the Prescott Area Arts and Humanities Council (City Contract No. 2013-047A2)

F. Adoption of Ordinance No. 4913-1451 granting a utility easement to UNS Gas, Inc., for the Airport Water Reclamation Facility

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

II. REGULAR AGENDA

A. Adoption of Resolution No. 4263-1472 approving Amendment No. 1 to an intergovernmental agreement with Yavapai County Community College District for joint use of facilities; and approval of a $25,000.00 contribution toward an additional tennis court at Yavapai College (City Contract No. 2011-447; Parks and Recreation Development Impact Fee Fund)

***RECOMMENDED ACTION**: MOVE to: (1) adopt Resolution No. 4263-1472; and (2) authorize the contribution of $25,000.00 toward an additional tennis court at Yavapai College.*

B. Adoption of Resolution No. 4262-1471 approving an intergovernmental agreement with the State of Arizona through the Arizona State Forester for the Fiscal Year 2015 Cooperative Wildland Fire Training Project (City Contract No. 2015-070)

***RECOMMENDED ACTION**: MOVE to adopt Resolution No. 4262-1471.*

C. Adoption of Ordinance No. 4914-1452 approving the 2014 Amendments to the Model City Tax Code

***RECOMMENDED ACTION**: MOVE to approve Ordinance No. 4914-1452.*

D. Award of contracts for Title and Escrow Services for various real property transactions to: (1) Yavapai Title Agency, Inc. (City Contract No. 2015-064), and (2) Lawyers Title of Arizona, Inc. (City Contract No. 2015-065), each in an amount not to exceed $50,000.00

***RECOMMENDED ACTION**: (by separate motions): MOVE to (1) award Contract No. 2015-064 to Yavapai Title Agency, Inc., in an amount not to exceed $50,000.00; and (2) award Contract No. 2015-065 to Lawyers Title of Arizona, Inc., in an amount not to exceed $50,000.00.*

E. Award of Contract No. 2015-074 for the FY 2015 Sidewalks Repair Project to Tri-Com Corporation, in the amount of $195,526.65 (Streets Fund)

***RECOMMENDED ACTION**: MOVE to award the Base Bid and Additive Alternates No. 1 and No. 2 for the FY 2015 Sidewalks Repair Project to Tri-Com Corporation, in the amount of $195,526.65 (City Contract No. 2015-074).*

F. Award of City Contract No. 2015-068 to Controls West, Inc., for SCADA Citect services and licensing in an amount not to exceed $45,543.55 (Water and Wastewater Funds)

***RECOMMENDED ACTION**: MOVE to award City Contract No. 2015-068 to Controls West, Inc., for SCADA Citect services and licensing in an amount not to exceed $45,543.55.*

G. Public hearing for the City of Prescott, Arizona, Water and Wastewater Rate Study Report (October 13, 2014) pursuant to Arizona Revised Statutes §9-511.01

***RECOMMENDED ACTION*: Conduct the public hearing; no other formal Council action is necessary at this time.**

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 R. DeLong, CMC, City Clerk

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 11-18-14

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of minutes for the City Council meeting held on November 4, 2014

Approved By:		**Date:**
City Clerk:	DeLong, Dana	11/07/2014

Item Summary

Presented for approval are the City Council minutes of the Combined Workshop and Regular Voting Meeting held on November 4, 2014.

Attachments

1. November 4, 2014, Combined Workshop and Regular Voting Meeting Minutes

Recommended Action: MOVE to approve the City Council meeting minutes as presented.

PRESCOTT CITY COUNCIL
COMBINED WORKSHOP AND
VOTING MEETING
TUESDAY, NOVEMBER 4, 2014
PRESCOTT, ARIZONA

MINUTES OF THE COMBINED WORKSHOP AND REGULAR VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON NOVEMBER 4, 2014, 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**

  Mayor Pro Tem Lamerson recognized Prescott Police Officers and Prescott Firefighters who were in attendance.

- **INVOCATION** by Reverend Kimball Arnold or St. Luke's Episcopal Church

- **PLEDGE OF ALLEGIANCE** by Mayor Pro Tem Lamerson

- **ROLL CALL**

Present:	Absent:
Mayor Kuykendall	None
Mayor Pro Tem Lamerson	
Councilman Arnold	
Councilman Blair	
Councilman Kuknyo	
Councilman Lazzell	
Councilwoman Wilcox	

- **ANNOUNCEMENTS**

  No announcements were made.

- **PROCLAMATIONS**

  A. Proclaiming November 3 – 7, 2014, as Patient Blood Management Awareness Week

Mayor Kuykendall read the proclamation and presented it to Dale Black of Yavapai Regional Center.

B. Proclaiming November 2014, as Alzheimer's Disease Awareness Month

Councilwoman Wilcox read the proclamation and presented it to Ben Scott, Police Sergeant and Meg Fenzi, Regional Director, Alzheimer's Association.

C. Proclaiming November 29, 2014, as Small Business Saturday

Councilman Kuknyo read the proclamation.

D. Proclaiming November 2014, National Home Health and Hospice Month

Councilman Lazzell read the proclamation and presented it to Adam Bissell, Good Samaritan Society.

- **PRESENTATIONS**

A. Prescott Chamber of Commerce – Introduction of new business

Neal Sneller, Membership Director Chamber of Commerce, addressed the Council. Mr. Sneller discussed upcoming activities and announced the new members: Action Pages phone book, Arizona Cardiac Sleep Facility, La La's Styling Studio, Nerium Skin Care, Realty Consultants of Prescott, Rent Right Management Solutions, The Copper Whale, The Luxury Collection, The Point Cocktail Lounge, Whiskers Barkery and Yavapai Regional Transit, Inc.

I. CONSENT AGENDA

A. Approval of minutes for the City Council meeting held on October 28, 2014

B. Approval of purchase of one (1) ea. boom and pin assembly from Titan Machinery in the total amount of $14,713.51, to repair the Transfer Station Crane (Solid Waste Fund)

MAYOR PRO TEM LAMERSON MOVED TO APPROVE CONSENT AGENDA ITEMS 1.A. – I.B; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.

II. REGULAR AGENDA

A. Appointment of Ken Foote and Kevin Lane to the City of Prescott Municipal Property Corporation (MPC) Board of Directors

Dana Delong, City Clerk, presented. She noted that there were two vacancies on the Board. The Municipal Property Corporation (MPC) Board held their annual meeting on October 16, 2014 to discuss candidates to fill those vacancies. The Board recommended Ken Foote and Kevin Lane for appointment. The Council Appointment Committee reviewed and approved the recommendations.

Mayor Pro Tem Lamerson, Chairman of the Council Appointment Committee, noted that both applicants were very good.

MAYOR PRO TEM LAMERSON MOVED TO APPOINT KEN FOOTE AND KEVIN LANE TO THE MUNICIPAL PROPERTY CORPORATION BOARD OF DIRECTORS; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

B. Approval of purchase of asphaltic rubber crack sealant from Crafco, Inc., using State of Arizona Contract No. ADSPO13-035060 in an amount not to exceed $100,000.00 (Street Fund)

Stephanie Miller, Field and Facilities Director, presented. She noted that crack sealant was an integral part of the City's Pavement Preservation and Rehabilitation Program. In addition to preventing deterioration of streets from moisture intrusion, the Street Maintenance Division personnel throughout the year, identified streets that needed crack sealant treatment. The process was also used in conjunction with the annual Chip Seal Program to extend the life of pavement segments determined by Engineering Services. The Street Maintenance Division applied almost 236,000 pounds of crack sealant on City streets during FY14. The $100,000.00 purchase would equate to approximately 200,000 pounds of material.

Mayor Kuykendall asked if the $100,000.00 would take the City of Prescott through the fiscal year. Ms. Miller responded, yes.

COUNCILMAN KUKNYO MOVED TO APPROVE THE PURCHASE OF ASPHALTIC RUBBER CRACK SEALANT FROM CRAFCO, INC., USING STATE OF ARIZONA CONTRACT NO. ADSPO13-035060 IN AN AMOUNT NOT TO EXCEED $100,000.00; SECONDED BY COUNCILMAN LAZZELL; PASSED UNANIMOUSLY.

C. Approval of (1) agreement with the Greater Prescott Regional Economic Partnership (GPREP); and (2) FY 15 annual membership payment in the amount of $40,000.00 (City Contract No. 2015-069)

Jeff Burt, Economic Initiatives Director, presented. He noted the item was to formalize City of Prescott participation and membership in GPREP by approving the enclosed contract and to authorize the City's FY 15 budget payment to GPREP in the amount of $40,000.00. He noted that GPREP was finalizing its organizational startup.

Mr. Burt noted that public and private sector groups had been meeting for more than two years to put the organization together. The funding was proposed to be 60 percent private, 40 percent public, predicated on possible fundraising activities. An interim Executive Director had been hired and a protocol agreement had been approved.

Mr. Burt said the primary focus for Prescott was GPREP's marketing efforts as a supplement to local marketing and business attraction budgets. GREP would conduct out of state marketing campaigns, organize direct sales missions to companies and corporate site selection firms and undertake regional marketing. He said those would also be key elements in GPREP's performance and the City's determination of return on investment.

Councilman Arnold asked what the City's current budget for marketing for economic development was. Mr. Burt responded that it was between $18,000.00 and $20,000.00. Councilman Arnold asked what GPREP's budget was for the coming year. Mr. Burt said the proposed budget was around $100,000.00. Councilman Arnold asked if GPREP assisted the City of Prescott with a business that relocated to Prescott, name not ready to be announced. Mr. Burt said GPREP did help.

Councilman Arnold asked how long it generally took to evaluate an organization like GPREP. Mr. Burt said this was the fourth regional group he had been involved with and it took three to four years to assess if the return on investment was what was expected. Councilman Arnold asked if GPREP would be worthwhile to Prescott. Mr. Burt said yes and most of the City's competitors were involved in similar groups. He said in small markets, there needed to be a way to pool resources. He felt that the real economic development activities had gotten underway in the past quarter.

Mayor Pro Tem Lamerson asked if the $40,000.00 was a fair indication of the City's participation in years 2016 and 2017. Mr. Burt responded that it would be close.

Councilman Kuknyo said that the City had one person working part-time on economic development in the past couple of years and he thanked Mr. Burt for putting the program together. Councilman Kuknyo noted that wages had been going doing and good jobs were not coming to Prescott.

Councilman Lazzell asked if the Council would get quarterly updates. Mr. Burt said staff could do monthly reports if he would like. He noted that there was a requirement that GPREP do an annual report. Councilman Lazzell said he would like more than one per year.

Councilman Blair asked how the Board of Directors was selected. Mr. Burt said there was an initial ad hoc group that began to put committees together. As it grew the membership was predicated outside the public sector, based upon their willingness to participate in the fundraising effort.

Mayor Kuykendall asked about the number of members on the private side. Mr. Burt said there were 20 – 25 members on the private side. He said the public members included Prescott, Prescott Valley, Yavapai County, Dewey-Humboldt and Chino Valley. All were billed according to population.

Mayor Kuykendall asked about the first annual meeting. Mr. Burt said it was January 23, 2015, at the Centennial Center.

COUNCILMAN ARNOLD MOVED TO APPROVE CITY CONTRACT NO. 2015-069 WITH GPREP FOR FY15; AND (2) AUTHORIZE PAYMENT TO GPREP IN THE AMOUNT OF $40,000.00 FOR CITY MEMBERSHIP IN FISCAL YEAR 2015; SECONDED BY COUNCILWOMAN WILCOX; PASSED UNANIMOUSLY.

D. Approval of Amendment No. 1 to City Contract No. 2014-185 with Fann Contracting for the Park Avenue Improvements project, to permit blasting for rock removal

Henry Hash, Public Works Director, presented. During design of this project the City's technical specifications were modified to preclude blasting as a method of rock removal. However, during installation of utility lines, blue granite was found. Various methods were tried to remove the rock without blasting. Mr. Hash requested approval for blasting.

Councilman Arnold appreciated the communication with the neighbors. He thought this was the right way to find a solution.

Councilman Blair thought blasting, with the technology available, was the appropriate thing to do.

James Salt, citizen, complimented the City Clerk for her professionalism handling his petition to blast.

Bruce Hardwick, citizen, noted that he had an old retaining wall around his property and asked what would happen if there was structural damage. He asked where the construction would stop.

Tim Sherwood, Capital Project Manager, explained the project limits from West Gurley Street to Canyon Springs. He noted that the storm drain would be extended down Glenwood Avenue to Summit. A pre-blast survey to record the depth of the blasting activity would be done. He said the sound would be muted.

Jon Paladini, City Attorney, said the amendment had extensive requirements concerning the preliminary work that needed to be done, prior to blasting. He noted that Fann Construction had insurance that covered blasting, which exceeded the City's requirement. The City was named as an additional insured and the policy requirements were more extensive than the City's ordinance. He said if something was damaged as a result of blasting, it would have to be replaced in its original form.

Councilman Blair asked if the area would be videotaped prior to blasting to compare before and after construction defects. Mr. Hash thought that was a good idea.

Mr. Paladini said that the City requirements include a pre-blasting survey to determine the condition of the properties.

Ray Winnick, citizen, asked about using a canvas type covering when the blasting occurred.

Mike Fann, President, Fann Contracting, said they covered the area to stop rocks from flying into the surrounding area. He liked to put dirt over the blast site to hold percussion down. He said they video taped before and after the blast.

COUNCILMAN BLAIR MOVED TO APPROVE AMENDMENT NO. 1 TO CITY CONTRACT NO. 2014-185 FOR THE PARK AVENUE IMPROVEMENTS PROJECT; SECONDED BY MAYOR PRO TEM LAMERSON; PASSED UNANIMOUSLY.

III. DISCUSSION ITEMS

A. Public workshop on current utilities rate setting process

Mark Woodfill, Finance Director, presented, noting that it was a Public Workshop in relation to the utility rate study, which began two years ago, with impact fees. He said the initial presentation on rates, given by Raftellis, was October 7, 2014, and Council adopted the public report on October 14. The Public Hearing would be on November 18, 2014, with additional public meetings before then.

Joel Berman, Utilities Manager, addressed the Council. Impact fees were used to pay for growth or capacity needed in the utility infrastructure system. He noted that rates covered the non-growth portion of new projects as well as the operation and maintenance of the existing infrastructure. He showed a PowerPoint presentation, which included:

- SUSCEPTIBILITY TO FLOODING
- INFLOW INFILTRATION
- ROOF DRAINS
- AGE AND CONDITION
- IMPROPER CONSTRUCTION

Mayor Pro Tem Lamerson asked if some of the infrastructure was part of the modeling process the City had documented in its portfolio. Mr. Berman responded yes and no. He said the model would not outline that as a project. The modeling process did not necessarily look at condition, although it looked at age parameters.

Craig McConnell, City Manager, said there was an asset management system that was populated with the information that Mayor Pro Tem Lamerson described.

Mayor Pro Tem Lamerson said the more information that was populated into the management tool the better management strategy the City should have. Mr. Berman said they used the management software to track 100 percent of their hours.

Councilman Kuknyo asked if the City sent its inspectors out to make sure the proper materials and construction were being used. Mr. Berman said yes, but he could not attest to the level of inspection.

Mayor Pro Tem Lamerson asked if the City had some form of tracking with regards to who pulled the permits. Mr. Berman said yes. Mayor Pro Tem Lamerson asked if the City had the ability to go back to the contractor who did the improper construction.

Jon Paladini, City Attorney, said if the developer was required to install the infrastructure and used a contractor, the City would do the inspections. He said in theory, the City could go back to the contractor, but the developer may no longer exist.

Mayor Pro Tem Lamerson thought there should be a remedy to hold the contractors accountable. Mr. Paladini said the City had warranties for workmanship for their own contractors.

Mr. Berman continued with the presentation.

- GRIT – PIPES HADE LOW POINTS
- FATS, OILS AND GREASES
- UTILITY INFRASTRUCTURE CHALLENGES

Mayor Pro Tem Lamerson said there was a certain amount of deficiency in the water, sewer and streets infrastructure. He asked for the projection of what it would cost to repair all of the deficiencies.

Henry Hash, Public Works Director, responded that there was not a good replacement or repair program. Staff was looking at a 50 year period for replacement. He said staff would bring more information to Council in the next budget cycle.

Mayor Pro Tem Lamerson said that the information had not been readily available to the General Plan Committee in order to submit a General Plan to the public.

Mr. McConnell said several years ago staff defined a long term capital improvement program. The known projects in utilities added up to several hundred millions of dollars. He noted that the pavement management program added up to $50 to $100 million dollars. He said it would not be surprising as staff went through different alternatives of placing assets on a life cycle replacement program, that it added up to half a billion dollars. He noted that make shift things were done for many years because the utility rates were not there to support the needs.

Mayor Pro Tem Lamerson wanted to let the public know the truth.

Councilman Kuknyo asked if staff was doing anything to prevent the same problems from happening again. Mr. McConnell said there was a mandated Federal law, pre-treatment program. He said it was being implemented over a number of years.

Rick Giardina, Project Director, Raftelis Financial Consulting, addressed the Council. He noted that he had worked with the City since the mid 90's. He showed a PowerPoint presentation that was covered in October, but focused on where the presentation had changed and where information had been added in response to Council and public questions. The presentation included:

- WATER FUND – ANNUAL INCREASES – 2%
- WASTEWATER FUND – ANNUAL INCREASES – 9% AND 5%
- SAMPLE COMBINED WATER AND WASTEWATER BILL
- COMPARISON WITH OTHER MUNICIPALITIES
- QUESTIONS SUBMITTED – detailed responses were posted on the City's website

Mr. Giardina noted that they employed a cost of service process, where they looked at a test year and the costs of providing water service and how the costs were incurred, relative to different demands on the system. He noted that regarding rebates, there were a number of goals a community could have for the rate structure. Economic development was not a goal they addressed through the rate structure, because the City would be giving discounted rates.

Regarding the question asking why single-family customers were charged differently than multi-family customers, he said it had to do with the demand placed on the system. A detached single-family residential household would use more water than a multi-family dwelling, especially regarding outdoor irrigation. He said that rate structures were rarely based on bedroom counts.

Mr. Giardina said treated effluent was the wastewater that came out of the back of the plant that could be recharged into the aquifer. Effluent could also be provided to end users, like golf courses, in lieu of providing them with water that had been pumped out of the ground. He said customers were often charged less for that water because it was of lesser quality. He noted that charging them a marginal amount would be inconsistent with industry practices.

Mayor Pro Tem Lamerson asked how much recharged water was sent back into the aquifer. Mr. Giardina said he would get back to him with that answer.

Mr. Giardina continued with the slides:

- RECAP OF KEY POINTS

Councilwoman Wilcox asked about the question regarding water and wastewater rebates. She noted that there were not many incentives the City of Prescott could work with and said Council had control over the water and wastewater rates. Defining something as an Enterprise Fund or General Fund was at the discretion of the Council. She asked if Mr. Giardina agreed. He said he did not. He said they would run the risk of water service rates becoming another form of taxation, which would fund areas that did not have a benefit related to the provision of water and sewer.

Councilwoman Wilcox said if staff was to get a new industry to move into Prescott, they would be using water and putting wastewater into the system. She suggested a free startup period of approximately three months. Mr. Giardina said the City would have to make sure it had adequate raw water rights in order to serve them, which usually took years of planning.

Councilman Kuknyo noted that Prescott faced tremendous terrain challenges that would not be seen in the Prescott Valley rates. He noted that it was difficult to look at the straight numbers to see the entire picture.

Mayor Kuykendall noted that storm water ended up in the effluent and did not give an accurate number to effluent water. However, it allowed the City to sell more effluent that may have started as storm water.

Mr. McConnell said there were State and Federal requirements about having the type of infiltration that the City of Prescott had.

Councilman Kuknyo said incentives for conservation could be in the form of education. Mayor Kuykendall said that would lessen the amount of water sold and the amount of money received, with a fixed cost to run the system.

Councilwoman Wilcox said if citizens conserved more, they would be pulling less water out of the ground and water may not have to be pumped out of the Big Chino. Maybe there would be more room for growth.

Councilman Blair thought that if codes were such that gray water could be used and houses were plumbed where the water from sinks and showers was separated to a cistern system for the yard, less water would be treated.

Howard Mechanic, citizen, addressed the Council. He talked about treated effluent and the study to address that issue. He said this was the first time Council discussd the rate issue in 18 years. The City was charging approximately one third of what the consultant thought was a reasonable rate. Mr. Mechanic thought the rate should be higher because Prescott got 95 percent of treated effluent back as potable water, according to State law. He said that effluent should be valued close to the value of potable water, roughly 90 percent. The golf courses used 90 percent of the effluent water the City sold. He noted that because the water rates at the golf course were contracted, the rates could not be raised. He said Council never approved a contract that guaranteed a long term rate for Antelope Hills. He asked Mr. Woodfill if golf courses could use potable water legally in the City of Prescott. Mr. Woodfill said he did not believe they were allowed to by Code.

Mr. Mechanic continued that the City did not need to use the pricing of effluent to encourage the use of effluent. He noted that Antelope Hills used close to two-thirds of the effluent the City sold. He said the City was providing incentives to Antelope Hills. He noted that Council said they wanted to get rid of the subsidies to Antelope Hills because they were getting money from the General Fund.

Mr. Mechanic asked if it was a better idea to subsidize the City's water, discouraging conservation and misallocating a valuable resource when it was underpriced to one user. He said the City should not encourage any economic development through water subsidies. He asked Council to review the situation. He said he did not want to wait another 18 years to look at the rates for Antelope Hills.

The second largest user was Prescott Lakes Golf Course. He said there was a contract constructed before Prescott was an Active Management Area. The City should look at the contract and try to get closer to a reasonable cost. He noted that the price could be raised based on the price of treating effluent and two to six percent per year based on inflation. He asked if there had been an increase in the cost of treating effluent since the creation of the contract.

Mr. Mechanic noted that the City was told that a negotiation with Prescott Lakes would come up in one year. He said the contract was for 20 years with two 20 year extensions, at their request. There would be no negotiation in one year. He said the 90 percent needed to be addressed.

Mayor Kuykendall asked Mr. Mechanic if Antelope Hills and Prescott Lakes Golf Courses were not there, did he think more water would go into the ground and there would be more water for growth. Mr. Mechanic said, yes. He said that the water could be used to provide a community in Prescott of about 6,000 – 8,000 people. He said even if the City completed the Big Chino water project, they would still be short for the annexation areas.

Mr. Mechanic talked about conservation and said the City needed long-term stability.

Councilman Arnold said he attended the public meeting on utility rates. He said that two members from the community showed up. He encouraged more people to attend the hearings.

Daniel Mattson, citizen, said he thought the proposed rates were reasonable. He thought the City needed to move forward with this, and felt it was important to the City.

B. Discussion of billing credits for water leaks on the customer side of meters

Mark Woodfill, Finance Director, presented. He noted that citizens were dealing with aging water lines. There was a citizen who had a problem with a fixture in his home and used 108,000 gallons of water in a month. His regular bill went from $100.00 per month to $1,700.00 in one month. The current policy was if the bill was large, the City would split the cost of the bill. Another example was an irrigation line, which was common in the Spring. The citizen used 551,000 gallons of water in one month and received a bill for $11,163.00 on a meter that usually had a $38.00 bill. He said the current policy was not as structured as Staff would like. The policy they were bringing forward was for Council discussion. Mr. Woodfill said the usual loss was 50,000 to 60,000 gallons on the credit bills.

Mr. Woodfill said that the policy to be discussed noted that the water had to be at least twice the normal average to be considered. The leak must be repaired prior to the citizen submitting a request for credit and the request must be filed within 90 days of the incident. The customer was entitled to one credit every four years.

Councilman Arnold said this was an issue that had been brought to the Council members. He did not want a system that could be easily abused. He asked about the issue of improper operation of a device and the definition of that phrase. The other aspect would be that the City did not require people to check their houses for leaks. He thought there could be an educational component through the Citizens Water Advocacy Group.

Councilman Blair appreciated the policy. He noted that when batteries were not changed on auto irrigation system timers, they may get weak, turn the timer on and not be able to turn the timer off.

Mayor Pro Tem Lamerson thought there was not a mechanism in place to deliver effluent to the public, regarding potable water. Mr. Woodfill said that was correct. There were meters where construction users could get potable water to do dust suppression.

Mayor Pro Tem Lamerson asked if that same meter was available to the general public who chose to water with effluent, at a different price rate. He said he did not know why the City would subsidize anyone who chose to irrigate their plants. He asked why it was the responsibility of the tax payer to subsidize the failure of a private system.

Councilman Kuknyo asked if there was a way to flag a customer in the City's computer system if their usage doubled, at which point they could receive a call from the City.

Denise Moore, Utility Billing Manager, said they did get flagged and letters were sent to customers with outlines of how they might locate a leak, in addition to various tests that could be done on their system. She noted that they received approximately 400 abnormal reads per day. She goes through roughly 800 bills, by hand, each week, and compared their usage to last year.

Council Kuknyo asked if the City could cap the liability for a homeowner on a one-time basis for $1,000.00. Mr. Woodfill said it was a Council policy. He said the proposed structure was created to limit abuse and limit the overall cost of the policy. Councilman Kuknyo asked if there was a mechanism to pay a large bill over time. Mr. Woodfill said yes. Ms. Moore said staff tried to keep the payoff to 12 months, but could extend the time if needed.

Councilman Lazzell said that he received letters in the past. He asked how often the extreme bills happened. Mr. Woodfill said the City had 18 – 35 a month that received at least a $700.00 credit.

Councilwoman Wilcox appreciated trying to put together a formal policy. She said it was difficult to structure a policy that addressed a large number of issues. She would like to see an appeal process from the policy, so a person could discuss their particular circumstances that may warrant a larger credit.

Mayor Pro Tem Lamerson asked how many repeat offenders there were. Mr. Woodfill said they only allowed one credit per person, per property, every four years. Mayor Pro Tem Lamerson asked how many credits the City gave out per week. Craig McConnell, City Manager, noted that there were 250 – 300 credits given per year.

Councilman Arnold asked for copies of what the customers received when a leak was suspected.

C. Progress report/update on the ICMA recommendations for the Prescott Fire Department

Dennis Light, Fire Chief, presented. He noted that he saw a lot of value from the ICMA Draft Report. He said it allowed them to look at their business models with a strategic point of view. He noted that his presentation was primarily about the strategic direction the ICMA study brought forward. He gave a PowerPoint presentation, which included:

- REVIEW METHODOLOGY
    - First reactions meeting
    - Consolidation of Underlying Themes
    - Timeframes

Mayor Pro Tem Lamerson asked if he was referring to fuels mitigation when he said that he did not want to civilianize the fire prevention staff. Chief Light said no. He said the recommendation was to civilianize the Fire Marshall’s job, which he did not want to do.

Councilman Arnold noted that it was popular in many areas to have a civilian in that position, but he was comfortable with the Chief's recommendation.

- EMERGENCY SERVICES AND RESOURCE DEVELOPMENT

Chief Light noted that 12 recommendations fell in the category. Solutions could not be offered to all of the recommendations within the first 18-36 months.

Staff prioritized the list and placed 7 of the recommendations in Tier I (18-36 months)

Councilman Arnold asked if the Department was going to provide the solutions internally and if Chief Light had enough resources to do that. Chief Light said there would be a lot of soft dollar costs if they were to do it all in house. He noted that they would need participation from the bottom to the top of the organization and key community stakeholder participation.

Chief Light said the alternative, which was his preference, would take added staff and added people to get the plan done. He noted that the Commission on Fire Accreditation International had a technical assistance program that could be used through an RFP. He said that could dovetail their strategic management effort into the City's management effort it had already undertaken.

Councilman Kuknyo asked how Chief Light felt about the level of service Lifeline Ambulance was offering the community. Chief Light said the Fire Department supplemented the private enterprise, indirectly, because some life threatening events could not be managed by a two person ambulance company. He said it took about five people to manage a full cardiac arrest.

Mayor Pro Tem Lamerson said the biggest problem was being able to discern, at the dispatch level, whether paramedics needed to be dispatched.

Chief Light continued with the presentation.

- MATERIAL ASSETS AND INFRASTRUCTURE

Chief Light noted that the McCormick building had been acquired. He said the Fire Department needed to determine their exact space needs to determine the feasibility of using the McCormick building for consolidating training. He asked that the needs assessment be in his hands no later than January.

He noted that the department would have to look at enhancing and building a replacement for the current radio systems and mobile data computers.

Chief Light said they needed a holistic approach to developing a Fire Services and Facilities Plan that was robust enough to keep response times within the national norms, based upon the density of the population being served. He noted that the community should realize that if a home was in a remote area of town, at some distance from fire services, their service level would not be equal to those in a more urban population.

- MANAGEMENT OF COMMUNITY RISK

Regarding the recommendation with the realignment of duties and responsibilities from the former Wildland Division into that of the Community Risk Reduction Division, he said two key pieces would rest in support services. They would be infrastructure facilities apparatus and emergency management and grants. The other piece, on the code side was community risk reduction.

He proposed that fire would co-share that between the Support Services Division and the Community Risk Reduction. He said Wildland Urban Interface Response would come out of operations and the suppression segment would come out of what was the former Wildland Division.

Councilman Arnold asked if the red fire trucks would be the initial response to a wildland fire that started in the City of Prescott or in the areas the City Fire Department responded to. Chief Light said yes.

Councilman Arnold asked if individuals who did not respond to wildland fires, would be doing risk reduction. Chief Light said that was how it was currently working and he did not see anything in the next 24 months that would change that.

Councilman Arnold asked if everyone on the red engines had a wildland certification. Chief Light said that was correct.

Councilman Arnold asked if Chief Light felt that was the most viable approach to keep Prescott a Firewise Community. Chief Light said yes, but it was contingent upon the success of grant attainment to help fund and defer some of the costs from the General Plan. He noted that Chief Willis was very instrumental in obtaining and sustaining many of the grants.

Mayor Pro Tem Lamerson asked if the Fire Department was responsible for fuel mitigation and how well the mitigation was kept up. Chief Light said yes and discussed some of the requirements of insurance companies.

- OPERATIONAL CULTURE

Chief Light said the City of Prescott had great support among its associates.

Councilman Kuknyo thought dispatch would be the lead on the new technology. He asked if the City was working with its partners so that everyone would have the same technology. Chief Light said he could speak to the fire side and answered that they were working with their partners to work through issue resolution.

Chief Light said the most significant thing was to have some degree of redundancy, to relocate the dispatch center to another location in case of emergency.

Councilman Arnold said the backup system was important and he would like to see a secondary dispatch facility developed in the community. Chief Light responded that the relocation should get the center out of the hazard zone. He noted that the funding mechanism would probably drag that out. Councilman Arnold would like to see that conversation started sooner than later, and have it become a priority in the capital improvement budget.

- KEY NEXT STEPS AND DELIVERABLES

Chief Light said the department needed to determine if the McCormick building was financially and operationally viable for consolidation of office space, or if there was another way to use it. He said he would like to bring that discussion forward prior to the commencement of the budget discussions.

Councilman Blair thought the face of the department did not deserve to reside in the basement of the Fire Department. He felt it should be more visible. Chief Light said he would be able to make those determinations once he knew how much space would be required.

Chief Light said they needed to develop a Strategic Management Plan so he had a road map that was supported by the base of the organization, the policy, and met the needs of the community. He also wanted to use the Technical Assistance Program to help create the Management Plan and Standards of Cover document. He said they would also create a Fire Service and Facilities Plan to guide infrastructure improvements.

Councilman Blair said he believed in the repetition of having another facility for communications, but he also believed in combining resources, when it came to a secondary facility. He suggested Yavapai County, the Sheriff's Department and the City of Prescott splitting costs for the facility. Chief Light said he was correct. He discussed several facilities that had the capacity and said the technology portion was more difficult to fund.

Mayor Kuykendall said there would need to be some policy decisions. Councilman Blair said he would like an update every six months. Chief Light said that there was not a project, it was a process. It had to be continued and worked towards improvement.

D. Briefing on full-scale aviation exercise scheduled for November 8, 2014, at Prescott Municipal Airport

John Cox, Airport Manager, presented. He showed a PowerPoint presentation, which covered:

- EXERCISE OVERVIEW

Mr. Cox said the exercise would take place November 8, 2013, which would be a Full-Scale Airport Emergency Plan Exercise/Mass Casualty Drill. He noted that the FAA required this exercise to take place every three years. He noted that there would be 25 casualties on site with the use of volunteers.

He recognized Jayme Verish, Airport Operations & Maintenance Supervisor and the Fire Chiefs and police department staff who had been involved in the meetings leading up to the event.

He said they would be testing the Prescott Regional Public Safety Communications Center, communications tree and exercising all of the communications through the Police Department and the Fire Department. He said the exercise was not in direct view of the general public, but the media was invited.

III. ADJOURNMENT

There being no further business to be discussed, the Combined Workshop and Regular Voting Meeting of November 4, 2014, adjourned at 6:37 P.M.

____
MARLIN D. KUYKENDALL, Mayor

ATTEST:

____
DANA R. DeLONG, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Combined Workshop and Regular Voting Meeting of the City Council of the City of Prescott, Arizona held on the 4th day of November, 2014. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of ___________________, 2014.

AFFIX
CITY SEAL

____

DANA R. DeLONG, City Clerk

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 11-18-14

DEPARTMENT: Police

AGENDA ITEM: Adoption of Resolution No. 4259-1468, approving the City's participation in the Yavapai Regional 911 Committee, and the Committee Constitution and Bylaws

Approved By:		**Date:**
Police Chief:	Monahan, Jerald	11/06/2014
City Manager:	McConnell, Craig	11/10/2014

Item Summary

This item requests the adoption of Resolution No. 4259-1468, approving the Constitution and Bylaws for the Yavapai Regional 911 Committee.

Background

The Public Safety Answering Point (PSAP) managers of the Yavapai Region have been meeting regularly for many years. These meetings were the result of working with the State of Arizona to become "Phase II compliant" across the Yavapai Region. Phase II compliance ensures that PSAPs are able to receive location information from cell phones on 911 calls. The Committee's objectives have been to reduce costs, duplication of duties, and enhanced efficiency for all Yavapai Region PSAPs while allowing for one central point of contact for the Arizona State 911 office.

The Committee has been recently tasked with the creation and maintenance of the Yavapai County Tactical Interoperable Communications Plan (TICP). Due to the fact that the Yavapai Region 911 Committee is the only regularly scheduled meeting of communications officials in the region, it became a logical choice for the Committee to develop and maintain the TICP.

As such, the formalization of the Committee, with bylaws for governance, became important to ensure the continuity of the group through changes in leadership and management.

Agenda Item: Adoption of Resolution No. 4259-1468, approving the City's participation in the Yavapai Regional 911 Committee, and the Committee Constitution and Bylaws

Attachments

1. Resolution No. 4259-1468
2. Yavapai Region 911 bylaws intro letter
3. Yavapai Region 911 by-laws

Recommended Action: MOVE to adopt Resolution No. 4259-1468.

RESOLUTION NO. 4259-1468

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING THE CITY'S PARTICIPATION IN THE "YAVAPAI REGIONAL 911 COMMITTEE" AND APPROVING THE CONSTITUTION / BYLAWS OF THE "YAVAPAI REGIONAL 911 COMMITTEE".

RECITALS:

WHEREAS, the Council of the City of Prescott ("City") wishes to formally approve joining the "Yavapai Regional 911 Committee" ("Committee") and approving the Constitution/By-Laws of the Committee; and

WHEREAS, the City has authority to enter joint agreements with other governmental entities in furtherance of public safety services pursuant to its Charter, A.R.S. §11-951 and §11-952; and

WHEREAS, the public subdivisions of Camp Verde, Cottonwood, Sedona Fire District, the City of Sedona and Yavapai County have authority to enter in joint service agreements with the City pursuant to A.R.S. §11-951 and §11-952; and

WHEREAS, the Committee has been a work in progress for many years, starting with the Public Safety Answering Point ("PSAP") Managers within the Yavapai Region; and

WHEREAS, the PSAP Managers worked for years with the State of Arizona to become "Phase II" compliant, wherein 9-1-1 centers could receive location information from cell phones on 9-1-1 calls; and

WHEREAS, the goal of having the Committee is to reduce costs, reduce duplication of services, enhance efficiency and provide a central contact for the State 9-1-1- Office; and

WHEREAS, a Committee will allow for maintenance of the recently enacted Yavapai County Tactical Interoperable Communications Plan; and

WHEREAS, joining the Committee and approving the Constitution/By-Laws of the Committee will be in the best interests of the health, safety, and welfare of the City.

ENACTMENTS:

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

Section 1. THAT, the City Council hereby approves joining the Yavapai Regional 911 Committee.

Section 2. THAT, the City Council hereby approves the Constitution/By-Laws of the Yavapai Regional 911 Committee.

Section 3. THAT, the Mayor and staff are hereby authorized to sign this Resolution, and any documents effectuating the terms contained in this Resolution.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

DANA R. DeLONG
City Clerk

APPROVED AS TO FORM:

JON M. PALADINI
City Attorney

SEDONA FIRE DISTRICT

2860 SOUTHWEST DRIVE • SEDONA, AZ 86336 • TEL: (928) 282-6800 • FAX: (928) 282-6857

September 24, 2014

Prescott Regional Communications
222 S. Marina St
Prescott, AZ 86303

Regarding: Yavapai Region 9-1-1 Committee

Council Members,

On behalf of the 9-1-1 Communications Center Managers in Yavapai County, I am requesting your support in the formalization of the Yavapai Region 9-1-1 Committee. As you may be aware, the Public Safety Answering Point (PSAP) Managers of the Yavapai Region have been meeting regularly for many years. These meetings were the result of working with the State of Arizona to become "Phase II Compliant" meaning that the 9-1-1 centers may receive location information from cell phones on 9-1-1 calls. The committee's objective has been to reduce costs, duplication of duties and enhance efficiency while allowing for one central point of contact for the Arizona State 9-1-1 Office.

With the recent development of the Yavapai County Tactical Interoperable Communications Plan (TICP) we were tasked with a new duty. As the only regularly meeting group of Communications officials, we have been asked to assist in maintaining the TICP. Because our regular duties put us in regular contact with other communications officials, we were the logical choice. With this additional duty along with our past duties we believe the time has come to formalize the committee.

As such, I have attached a copy of the proposed Constitution/By-Laws of The Yavapai Region 911 Committee. I am asking the head of each agency which has a PSAP in Yavapai County, which includes Camp Verde Marshall's Office, Cottonwood Police Department, Prescott Regional Communications Center (City of Prescott), Sedona Fire District, Sedona Police Department and the Yavapai County Sheriff's Office to give written approval for the creation of the committee by signing the last page of the enclosure and returning it to me in the included envelope.

As current chairman of the committee, and the Yavapai County PSAP System Coordinator, it has been a pleasure to work with the other communications center managers. I believe that the formalization of the committee will strengthen the authority of the committee and help us continue to work together to provide excellent, fiscally responsible service to the citizens and communities we serve.

Sincerely Yours,

Jeff Jennings
Yavapai County PSAP Coordinator
Sedona Fire Communications

Enclosure

Constitution/By-Laws of

The Yavapai Region 911 Committee

Article I
NAME

The name by which this organization shall henceforth be known is the Yavapai Region 911 Committee, hereafter referred to within this document as "Yavapai 911."

Article II
PURPOSE

Section I Direction

The purpose of Yavapai 911 is to reduce costs, the duplication of duties and to enhance service delivery by:

- Combining the management of Public Safety Answering Point (PSAP) funds disbursed by the State of Arizona;
- Combining the Master Street Addressing Guide (MSAG) function and the coordination of wireless routing of 911 calls across the Region;
- Coordinate Geographic Information System (GIS) activities and functionality across the Region;
- Providing a single point of contact for matters relating to 911 and PSAP management for the State of Arizona, Department of Administration.

Section II Statement of Mission

It is the mission of Yavapai 911 to assist the PSAPs in the Region by providing a platform to:

- Unify the functionality and cooperation of all agencies and/or entities concerned with or responsible for the receiving, routing and subsequent dispatching of public safety resources pursuant to 911 calls.
- Serve as a local cooperative body in the coordination of public safety telecommunications efforts across jurisdictions and disciplines.

Article III
MEMBERSHIP

Section I Directorate Membership

Directorate Membership shall be limited to one (1) representative from each agency maintaining a PSAP in the Region. Each individual member of the Directorate shall be of “Command Status” and officially designated by their agency head to represent their agency in all matters concerning Yavapai 911.

Directorate Members are entitled to full franchise in all Yavapai 911 matters.

Directorate Members shall have the authority to delegate, with approval of their agency head, their franchise via a written proxy whenever the circumstances arise wherein their attendance is preempted.

Section II General Membership

General Membership may be granted to any representative of an agency who is assigned to and works within the supervision or administration of a PSAP within the region. A general member may serve on a subcommittee and may otherwise participate in Yavapai 911 activities, but will not be entitled to vote or hold an Executive Office.

Section III Associate Membership

Associate Membership may be granted to any representative of an agency and/or business concerned with public safety telecommunications or a related field. Membership requests must be submitted in writing to the Executive Committee for consideration.

Article IV
STRUCTURE

Section I Elected Officers

The Elected Officers shall be empowered to conduct all required administrative functions for Yavapai 911 and shall provide a structured meeting environment conducive to efficient and effective accomplishment of the Statement of Mission.

Elected Officers shall constitute an Executive Committee consisting of:

Chairperson
Vice-Chairperson
Secretary

Article V
ADMINISTRATIVE PROCEDURES

Section I Nominations/Elections

Nominations and Elections for officers shall occur annually. During even-numbered years, elections shall be held for the Offices of Chairperson and Secretary. During odd-numbered years, elections shall be held for the Office of Vice-Chairperson. Elections shall be held during the first quarter of the respective year.

Section II Method of Election, Elected Officers

Each individual position among the Elected Officers shall be filled after one (1) nominee receives the majority of the votes cast by the Directorate Membership. In a case where an Elected Officer's office is vacated and/or an Elected Officer retires and/or resigns from office, the Executive Committee shall appoint a suitable replacement from the Directorate Membership to complete the term in question.

.

Article VI
MEETINGS OF THE EXECUTIVE COMMITTEE

The Executive Committee shall hold regular meetings at least four (4) times per year at such time and place as it may schedule. Special meetings may be called by the Chairperson of the Committee or by a majority of the Committee. Written notice to all Committee members shall be given no less than five (5) days before any special meeting shall occur.

Quorum and voting

A majority of the elected officers of the Executive Committee shall constitute a quorum for the transaction of business. Each member of the Executive Committee shall have one (1) vote upon all questions presented to the Executive Committee. Such voting rights must be exercised in person, by written proxy or in any other form of communication as approved by the Executive Committee.

Article VII
DUTIES OF OFFICERS

Section I Chairperson

The Chairperson shall be the presiding Officer of all meetings, shall be authorized to sign all official documents and empowered to appoint any and all required subcommittee chairpersons deemed to be in the best interests of Yavapai 911. The Chairperson shall be the single point of contact in the Yavapai Region for matters relating to 911 and PSAP management for the State of Arizona, Department of Administration. Any funds disbursed to Yavapai 911, by the State of Arizona, for these purposes shall be made payable to the Chairperson’s agency in recognition of the Chairperson’s efforts.

Section II 1st Vice-Chairperson

The Vice-Chairperson, in the absence of the Chairperson, shall act in the place of the Chairperson, and shall be entitled to the same powers and authorities vested with the Chairperson for the period of time during the Chairperson's absence.

Section II Secretary

The Secretary shall see that all official matters transacted during meetings are electronically recorded and/or transcribed and that a printed record be maintained. The Secretary shall also ensure timely notification of all members of future or upcoming meetings.

Article VIII
SUBCOMMITTEES

Section I Subcommittees

The Executive Committee may appoint subcommittee(s) as appropriate in accordance with the needs of Yavapai 911 and this document.

Article IX
CHANGES OR MODIFICATION OF CONSTITUTION/BY-LAWS

These Constitution/By-laws may be altered, amended or repealed and new Constitution/By-laws may be adopted as needed. Any change or amendment must be read in an open meeting and a roll call vote of the Directorate Members shall be conducted and require two-thirds (2/3) approval for adoption.

Article X
APPROVAL

IN WITNESS WHEREOF, the undersigned agency head has executed these By-laws to evidence the approval of the members and the Executive Committee of Yavapai 911 as of this _______________ day of ___________________, 20__.

______________________	______________________	______________________
Name	Title	Agency

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 11-18-14

DEPARTMENT: Police

AGENDA ITEM: Adoption of Resolution No. 4260-1469 approving a Memorandum of Understanding (MOU) with the Phoenix Police Department defining the responsibilities and use of Phoenix Police Department's National Integrated Ballistic Information Network (City Contract No. 2015-071)

Approved By:		**Date:**
Police Chief:	Monahan, Jerald	11/04/2014
City Manager:	McConnell, Craig	11/05/2014

Item Summary

The Police Department is requesting authorization to enter into an interagency agreement with the Phoenix Police Department. The interagency agreement would allow the Police Department utilization of the National Integrated Ballistic Information Network (NIBIN) for reviewing and analyzing cartridge casing data.

Background

Historically, the Police Department has submitted to the Arizona Department of Public Safety Laboratory weapons and cartridges that are evidence to be forensically analyzed on gun-related criminal cases. The Federal Bureau of Alcohol, Tobacco, Firearms and Explosives recently began coordinating efforts with local police departments throughout the country, and supplied them with equipment used for the imaging of ballistic evidence obtained from cartridges of known weapons which are then stored into a database.

This Memorandum of Understanding will allow Prescott to use the equipment housed at the Phoenix Police Department and to enter ballistic information and analyze spent cartridges with those of record within the system from known weapons.

Only those firearms illegally possessed, used in a crime, seized, abondoned, or in possession as a result of a buy-back program are permitted for entry into the NIBIN database. The NIBIN database does not store information related to firearm owners of registration.

Agenda Item: Adoption of Resolution No. 4260-1469 approving a Memorandum of Understanding (MOU) with the Phoenix Police Department defining the responsibilities and use of Phoenix Police Department's National Integrated Ballistic Information Network (City Contract No. 2015-071)

Financial Impact

Phoenix Police Department agrees to provide access and use of the equipment and database at no cost to the City of Prescott.

Attachments

1. Resolution No. 4260-1469
2. Memorandum of Understanding with Phoenix Police Department

Recommended Action: MOVE to adopt Resolution No. 4260-1469.

RESOLUTION NO. 4260-1469

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX, THROUGH THE CITY OF PHOENIX POLICE DEPARTMENT, FOR PARTICIPATION IN THE NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK.

RECITALS:

WHEREAS, the Council of the City of Prescott ("City") wishes to enter into a Memorandum of Understanding ("MOU") with the City of Phoenix, through its Police Department, to memorialize the duties and responsibilities between the parties for participation in the National Integrated Ballistic Information Network ("NIBIN"); and

WHEREAS, the parties have authority to enter an MOU pursuant to their respective Charters, A.R.S. §11-951 and §11-952; and

WHEREAS, the MOU will enhance the parties' efforts to combat, link, and solve violent crimes involving firearms; and

WHEREAS, entering into a MOU with the City of Phoenix, through its Police Department, for participation in the NIBIN will be in the best interests of the City's health, safety and welfare.

ENACTMENTS:

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

Section 1. THAT, the City Council hereby approves an MOU with the City of Phoenix, through its Police Department, for participation in the NIBIN.

Section 2. THAT, the Mayor and staff are hereby authorized to sign the MOU with the City of Phoenix, through its Police Department, for participation in NIBIN.

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 M. PALADINI City Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PHOENIX POLICE DEPARTMENT
AND
PRESCOTT POLICE DEPARTMENT
City Contract No. 2015-071

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between the City of Phoenix Police Department (PPD) and the Prescott Police Department, hereinafter referred to as the "parties" is to define the responsibilities of the parties with respect to the scheduling and use of PPD's National Integrated Ballistic Information Network (NIBIN). It sets forth the agreed upon procedures for management, accountability, direction, authority, and liabilities of the parties in conjunction with this effort.

2. BACKGROUND

This MOU is being executed for the purpose of enhancing the parties' efforts to combat, link, and solve violent crimes involving firearms. The parties have entered into this agreement to accomplish each party's objective to resolve violent crimes through participation in the NIBIN program.

The parties understand that participation in the NIBIN program is contingent on continued approval from the Bureau of Alcohol, Tobacco and Firearms (ATF) through a MOU between ATF and PPD, which is incorporated by reference into this MOU. The NIBIN network and certain associated computer systems are the property of ATF and the U.S. Government. ATF has granted PPD permission to use the NIBIN network and two computer systems (e.g., one entry station and one analysis station), which are under PPD's operational control. In addition, PPD owns certain computer systems (e.g., two entry stations, three analysis stations, and two data concentrators) and facility space, which are under PPD's exclusive control. As an ATF NIBIN partner, PPD may provide NIBIN network and systems access to another law enforcement agency provided the other law enforcement agency agrees to the same restrictions on the use of the NIBIN network and systems as placed on PPD.

The parties agree that PPD possesses the necessary network access, equipment, space and ballistic facility. The parties recognize that their objectives are best met through integrated and coordinated actions that leverage their respective expertise and infrastructure through robust information sharing.

3. SCOPE

This MOU defines the responsibilities of the parties to the agreement.

The parties will be responsible for the following:

a. Prescott Police Department will provide personnel for the purpose of acquiring, reviewing, and analyzing data. Personnel will be available for training for the proper protocols and procedures for acquiring images of cartridge cases as well as review and analysis of the data.

b. Prescott Police Department will be responsible for its own evidentiary chain of custody and will provide personnel to conduct their own examinations. No items of evidence will be stored at PPD facilities. Prescott Police Department will be responsible for entering its own evidence to include test fired specimens from recovered weapons.

c. Prescott Police Department will adhere to any “use of equipment” schedule for routine use, review and analysis to promote efficient and effective operations of any PPD ballistics identification system. In the event of a high profile or urgent case, expedited processing outside of any “use of equipment” schedule may be necessary. The parties agree to communicate with any other affected parties to other PPD NIBIN agreements to ensure minimization of impact to the other parties.

d. Prescott Police Department will comply with all federal security requirements related to the NIBIN program, network, or systems to ensure the integrity of the program. These requirements are set forth under NIBIN security policies and the ATF-PPD MOU incorporated by reference into this MOU.

e. Prescott Police Department will adhere to the same restrictions on the use of the NIBIN program, network, or systems that have been placed upon PPD under the ATF-PPD MOU. This includes, but is not limited to, clauses in the ATF-PPD MOU regarding the scope of the NIBIN program, publicity, disclosure of information related to NIBIN, and personnel and training requirements. These requirements are set forth under the ATF-PPD MOU incorporated by reference into this MOU.

4. FUNDING

Each party to this MOU shall be responsible for its own costs associated with implementing its requirements under this MOU. Any expenditure of funds is subject to the availability of said funds.

5. DISCLOSURE AND USE OF INFORMATION

The parties agree to the following disclosure and use policy. The parties may share information with each other in accordance with the rules of its own agency.

Information which is shared between the parties may be used by the recipient for any authorized law enforcement purpose.

6. SETTLEMENT OF DISPUTES

Disagreements between the parties arising under or related to this MOU will be resolved by consultation between the parties and will not be referred to a Federal or State court or entity for settlement. The parties agree to make every effort to settle disagreements at the lowest level appropriate under the circumstances. In the event of an impasse or issues beyond the authority of PPD and Prescott Police Department personnel involved, the matter in dispute will be referred to the parties' respective headquarters for resolution. This section does not affect PPD's right to seek indemnification under Paragraph 9 below.

7. COORDINATION AND DECONFLICTION

If analysis of a shell casing identifies a potential high confidence candidate that crosses regional jurisdictional boundaries, the parties agree to collaborate with other law enforcement agencies as quickly as possible to advance the investigation.

The parties will coordinate and deconflict through their representatives prior to taking operational action based in who or in part from information received or derived from another party pursuant to this MOU.

8. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

With regard to amendment, termination, entry into force, and duration of this agreement the following procedures apply:

a. Except as otherwise provided, this MOU may only be amended by the mutual written consent of the parties' authorized representatives.

b. This MOU may be terminated at any time upon the mutual written consent of the parties. In the event both parties consent to terminate this MOU, the parties agree to ensure termination on the most economical and equitable terms for both parties.

c. Either party may terminate this MOU upon 30 days written notification to the other party.

In the event of such termination, the following rules apply:

a. The termination party will continue to participate up to the effective date of termination.

b. Each party will pay its own costs incurred as a result of termination.

c. All information and rights therein received under the provisions of the MOU prior to the termination will be retained by the parties, subject to the provisions of this MOU.

9. INDEMNIFICATION

To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold harmless the other party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligent, reckless, or intentional wrongful conduct of the indemnifying party or parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its parties.

10. DURATION

This MOU will be effective upon signature of both parties and will remain in effect for five years. It may be extended by mutual written consent of the parties' authorized representatives.

11. ENTIRE AGREEMENT

The foregoing represents the entire agreement and understandings reached by the parties referred to herein. There are no representations or other provisions other than those contained herein, and any amendment to or modification of this MOU will be made only in writing and signed by the Parties.

In witness thereof, the parties have hereby executed this Memorandum of Understanding this _______ day of _________________, 2014, by their duly authorized representative

FOR THE Prescott Police Department

____________________________________ ____________________

Signature Date

Name: ___________________________

Title: ___________________________

Location: _________________________

APPROVED AS TO FORM:

__________________________ _________________________
JON M. PALADINI, Prescott City Attorney — Date

FOR THE PHOENIX POLICE DEPARTMENT

Signature — Date

Name: ______________________________

Title: ______________________________

Location: ______________________________

APPROVED AS TO FORM:

Name: — Date
City of Phoenix Attorney

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 11-18-14

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Ratification of payment in the amount of $12,529.49 for emergency scale repairs performed by Southwestern Scale Company, Inc. (Solid Waste Fund)

Approved By:		**Date:**
Director:	Miller, Stephanie	11/06/2014
City Manager:	McConnell, Craig	11/10/2014

Item Summary

Approval of this item will ratify payment for emergency repairs to the Transfer Station inbound scale which were performed by Southwestern Scale Company.

Background

The Solid Waste Division uses suspension scales at the Transfer Station, located at 2800 Sundog Ranch Road, to weigh and calculate the amount of materials deposited on site. The Division utilizes an inbound and outbound scale to capture both weights, and charges waste disposal fees on the differential weight. The Division completes an average of 237 transactions per day six days per week.

On August 26, 2014, the inbound scale failed when three of the twelve suspension bridges collapsed while a solid waste collection vehicle was being weighed. The entire scale dropped a total of four inches while the vehicle was on the scale. Due to the extent of the failure, the Division had to close the inbound scale and establish a temporary traffic control pattern to divert inbound traffic to the outbound scale to be weighed.

The Division contacted Southwestern Scale, the company that installed the existing scales and performs quarterly service, calibration and certification, to request emergency repair services. Upon inspection by the company, it was determined that the scale needed to be lifted and a new suspension kit installed in one section of the scale. The repairs took 69 hours of labor, and required new custom made parts for the suspension system. The total cost for labor, parts, and re-calibration was $12,529.49. The work was completed August 29, 2014.
Section 10 of the City Procurement Code provides authorization for such emergency purchases, "... if a situation is determined to be necessary for the public interest," subject to subsequent ratification by the Council.

AGENDA ITEM: Ratification of payment in the amount of $12,529.49 for emergency scale repairs performed by Southwestern Scale Company, Inc. (Solid Waste Fund)

Financial Impact

Funding of $12,529.49 for Transfer Station scale repairs is available in the FY 15 Solid Waste budget.

Attachment

1. Southwestern Scale CO. invoice number 15503 dated September 30, 2014

Recommended Action: **MOVE** to approve payment in the amount of $12,529.49 for emergency scale repairs performed by Southwestern Scale Company, Inc.

SOUTHWESTERN SCALE CO., INC.
P.O. BOX 8760
PHOENIX, AZ 85066
(602) 243-3951 / (602) 243-0435 FAX
www.swscale.com

RECEIVED OCT 13 2014

1058

Invoice No.	15503
Page	1

BILL TO	SITE
CITY OF PRESCOTT 2800 SUNDOG RANCH ROAD PRESCOTT AZ 86301	CITY OF PRESCOTT ENV. SERVICE DEPT. 2800 SUNDOG RANCH RD. PRESCOTT AZ 86301

Invoice Date	Invoice No.	Customer No.	Payment Terms	Contract No.
09/30/14	15503	14664	NET 30	

Ticket #	Qty	Unit Meas	Description	Unit Price	Extended Price
W/O # - B40827001					
			CALLER RICHARD 928-777-1648		
			INBOUND SCALE DROPPER APPROX 4"		
			8/29/14 REPLACE COMPLETE SUSPENSIONS ON SECTION 3		
B40827001	17.50	HR	LABOR - CONTRACT	69.00	1,207.50
	1.00	EA	TRIP CHRG-SM VEH (CONTRACT)	465.00	465.00
	1.00	EA	TRIP CHRG TEST TRK (CONT)	650.00	650.00
	1.00	EA	REGULATORY COMPLIANCE FEE	35.00	35.00
	1.00	EA	FULL SUSPENSION KIT	7748.00	7,748.00
	1.00	EA	SHIPPING & HANDLING	1778.00	1,778.00
				Sales Tax	645.99

7306600 - 8418 ML

Gross	Tax	Net Amount
11,883.50	645.99	12,529.49

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 11-18-14

DEPARTMENT: Tourism

AGENDA ITEM: Approval of a one-year extension of an Agreement for Services with the Prescott Area Arts and Humanities Council (City Contract No. 2013-047A2)

Approved By:		**Date:**
Director:	Prince, Don	11/04/2014
City Manager:	McConnell, Craig	11/05/2014

Item Summary

This item is for a one-year extension of the existing Agreement for Services (initiated September 25, 2012) with the Prescott Area Arts and Humanities Council (PAAHC).

The first extension to the Agreement was approved by Council on August 27, 2013, effective through June 30, 2014, with an additional one-year extension available upon mutual agreement of the parties.

Key objectives of the Agreement are for PAAHC to facilitate the distribution of City funding to performing and cultural arts entities, and to promote recognition of the City's role in providing such funding. The grant process is conducted annually by PAAHC in accordance with the criteria and procedures set forth in "Exhibit A" to the Agreement.

In addition to their grant processing role, PAAHC will act in its non-profit capacity to increase the cultural profile of Prescott in the following ways:

- Supporting Prescott non-profit arts and humanities organizations in the marketing and production of their programs
- Stimulating public and private support for arts and cultural endeavors, Promoting and preserving Prescott's uniquely diverse arts and cultural communities and organizations
- Increasing opportunities for all Prescott residents to experience arts and culture in a meaningful way
- Utilizing and developing existing artistic and cultural expertise in the community
- Increasing opportunities for educational experiences in the arts of Prescott students

Agenda Item: Approval of a one-year extension of an Agreement for Services with the Prescott Area Arts and Humanities Council (City Contract No. 2013-047A2)

Financial Impact

Funding for this Agreement is provided from the Transient Occupancy (Bed) Tax Fund. This fiscal year $35,000.00 is recommended and was planned for in the FY 2015 Transient Occupancy (Bed) Tax allocations.

The Agreement specifies that PAAHC will retain $750.00 of the $35,000.00 for administrative expense, and direct use of all remaining funds toward the arts and humanities grant funding during FY 2015. Any unused funds must be carried over by PAAHC to the FY 2016 grant process or refunded to the City upon termination of the Agreement.

Attachments

1. Renewal of Services Agreement with PAAHC
2. Contract for Services with PAAHC

Recommended Action: MOVE to approve a one-year extension to the Agreement for Services, City Contract No. 2013-047-A2, with the Prescott Area Arts and Humanities Council.

Renewal of Agreement for Services

City Contract No. 2013-047 A2

City of Prescott

and

Prescott Area Arts & Humanities Council

The City of Prescott and the Prescott Area Arts & Humanities Council mutually agree to extend an existing service agreement (City Contract No. 2013-047-A1) for one additional year, ending June 30, 2015.

The existing agreement was approved by Council action on September 25, 2012 and was effective through June 30, 2013, with up to two additional one-year extensions upon mutual agreement of the parties. The first extension was exercised on August 27, 2013. This represents the second and final renewal.

For the City of Prescott:

__________________________ ________________________

Name Title

For the Prescott Area Arts & Humanities Council:

__________________________ _________________________

Name Title

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

____

MARLIN D. KUYKENDALL, Mayor

ATTEST:

____

DANA DELONG

City Clerk

APPROVED AS TO FORM:

____

JON M. PALADINI

City Attorney

DATED this ____ day of ____________, 2014.

PRESCOTT AREA ARTS AND HUMANITIES COUNCIL

By: ___________________________________

Name: ___________________________________

Title: ___________________________________

AGREEMENT FOR SERVICES
City Contract No. 2013-047 A1

City of Prescott
and
Prescott Area Arts and Humanities Council

This Agreement made by and between the City of Prescott (City), a municipal corporation with offices at 201 S. Cortez Street, Prescott, Yavapai County, Arizona, and the Prescott Area Arts and Humanities Council, Inc. (PAAHC), an Arizona non-profit corporation, mailing address: Prescott Area Arts and Humanities Council, P. O. Box 2292, Prescott, AZ 86302, effective as of the date indicated below.

RECITALS

A. The City seeks the services of a non-profit[1] entity to increase the cultural profile of Prescott by supporting Prescott non-profit arts and humanities organizations in the production and marketing of their programs[2]; by stimulating public and private support for arts and cultural endeavors in Prescott; by promoting and preserving Prescott's uniquely diverse arts and cultural communities and organizations; by increasing opportunities for all Prescott residents to experience arts and culture in a meaningful way; by utilizing and developing existing artistic and cultural expertise in the community; by increasing opportunities for educational experiences in the arts of Prescott students; and by managing a granting program that distributes available City funding to arts and cultural activities that meet these goals; and,
B. PAAHC is a local arts and cultural agency dedicated to promoting, supporting, coordinating, developing and advocating arts and humanities organizations and programs in the Prescott area for the public benefit. As a public agency with representation by the leadership of a major portion of the arts and cultural community in the Prescott area, PAAHC is able to and offers to provide the services required by the City.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, COP and PAAHC agree as follows:

1 SERVICES TO BE PERFORMED BY PAAHC

1.1 Build support for the arts, culture, and humanities in the community of Prescott;

1.2 Serve as a coordinating agency for arts, cultural and humanities programs in the Prescott area, and provide a free arts and culture calendar on the internet for Prescott residents and visitors to the area;

[1] Non profit as determined by federal registration under the 501(c)(3).
[2] Programs may be construed to result in the creation of an object.

1.3 Expand Prescott's role as a center for arts and culture while meeting the needs of the Prescott area, and expand Prescott's role as a cultural destination, collaborating with the Prescott Office of Tourism;

1.4 Promote recognition of the City's role in providing funding to arts and cultural organizations and activities in the community.

1.5 Coordinate its activities with community, state and federal long-range plans of the Arizona Commission on the Arts, the National Endowment for the Arts, and the Arizona Arts Education Plan.

1.6 Provide technical assistance and guidance in management of arts and cultural organizations, individuals or groups, as requested by these entities and with the approval of the PAAHC Board of Directors;

1.7 Make grants of available City funds to performing and/or cultural arts entities in accordance with the criteria and procedures set forth in Exhibit A, and criteria as adopted by the City Council. In order to do this:

1.7.1 PAAHC will appoint a five-person review panel composed of Prescott residents, leaders in the local arts community, and local businesspersons, with one member to include the City Director of Tourism, which will review each funding request according to the criteria in Exhibit A.

1.7.2 PAAHC will present allocations approved by its Board of Directors to the City, providing written justification for all recommendations.

1.7.3 PAAHC will be responsible for notifying organizations of reporting requirements and payment schedules and for enforcing these requirements. PAAHC shall ensure that it and all grantees operate within the guidelines set forth in the City's policy on arts funding.

1.7.4 PAAHC will disburse approved allocations and otherwise administer all funds covered by this agreement, monitoring funded programs and finances, and will submit an annual report to the City on the status of these programs no later than June 30 of each year during the term of this agreement or any extensions thereof.

1.7.5 PAAHC will ensure that each funded program properly recognizes the City and PAAHC as sponsors.

1.8 PAAHC will provide the following deliverables:

1.8.1 Request for proposals document.

1.8.2 Service Contract between PAAHC and funded organizations.

1.8.3 Recommendations for funding (organization, amount requested, amount recommended, project description and other pertinent information).

1.8.4 Rating or evaluation form used in scoring applicant proposals.

1.9 Insurance certificate for each funded organization, with the City and PAAHC named as additional insured, in an amount of not less than one million dollars ($1,000,000) on a policy approved by COP's Risk Manager.

2 COMPENSATION

2.1 PAAHC shall make every possible effort to obtain funding from sources other than the City, including financial participation agreements with other governments and government agencies, grants, donations, and any other sources of funding as may become part of the annual budget.

2.2 The City will pay seven hundred and fifty dollars ($750) to PAAHC as support to PAAHC, which will be paid to PAAHC in one payment no later than December 1, 2013.

2.3 Funds remitted to PAAHC by the City and which remain in PAAHC's possession at the end of the term of this Agreement will either be refunded to COP within fifteen (15) days after termination of the Agreement or carried over to the next year's funding cycle; however, the $750 for PAAHC's administrative expenses shall be retained by PAAHC.

3 ACCOUNTABILITY

3.1 PAAHC shall submit to the City a financial statement detailing all of its revenues and expenditures no later than June 30 of each year during the term of this Agreement or any extensions thereof. This report shall be in a manner approved by the City.

3.2 PAAHC shall establish and maintain an accounting system which will comply with generally accepted accounting principles.

3.3 The City may withhold or nullify, in its sole discretion, in whole or in part, the appropriated funds as may be necessary for the following reasons:

3.4 Services not rendered, as revealed by investigation by the City; or

3.5 Failure to supply information or reports as requested by the City in a timely and reasonable fashion; or

3.6 Non-compliance with agreed upon disbursement documentation, accounting procedures, and performance; or

3.7 Failure of PAAHC to make payments, disbursements or grants to subcontractors or grant recipients.

4 GENERAL PROVISIONS

4.1 This Agreement shall be effective upon approval by the City Council, and shall continue in force until June 30, 2014. This Agreement may be renewed under the same terms and conditions of this Agreement upon the mutual consent of the parties for two additional one-year periods. Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause.

4.2 Pursuant to A.R.S. Section 38-511, the City may cancel this agreement without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the Contract 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 Contract in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this agreement on behalf of the City from any other party to the agreement, arising as a result of the agreement.

4.3 Any notices to be given by either party to the other must be in writing and personally delivered or mailed by prepaid postage and certified mail, at the following addresses:

City of Prescott
Director of Tourism
201 S. Cortez
Prescott, AZ 86303

With copies to:

City of Prescott
Budget and Finance Director
201 S. Cortez
Prescott, AZ 86303

PAAHC President
110 S. Montezuma Street, Suite H
Prescott, AZ 86303

4.4 It is expressly agreed and understood by and between the parties that PAAHC is an independent contractor, and as such PAAHC shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in the Compensation Section of the Contract. As an independent contractor, PAAHC further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Contract, or as a result of its employment of a business manager. As an independent contractor, PAAHC further agrees that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties expressly acknowledge that provisions of this Paragraph shall also be binding upon PAAHC's business manager, and that PAAHC shall include this paragraph in any employment contract or contracts into which it enters.

4.5 This Agreement is non-assignable by PAAHC.

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

4.7 This Agreement shall be construed under the laws of the State of Arizona.

4.8 This Agreement represents the entire and integrated Agreement between the City and PAAHC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and PAAHC. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

4.9 In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

4.10 PAAHC 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 PAAHC's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of PAAHC or its agents. PAAHC further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which PAAHC has or may have against the City, its agents or employees, arising out of or in any way connected with PAAHC's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

4.11 All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable policy or binder.

4.12 PAAHC, with regard to the work performed by it after award and during its performance of the agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. PAAHC will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans with Disabilities Act ("ADA") (Public Laws 101-336, 42 U.S.C. 12101-12213) and all federal regulations under the ADA and Arizona Governor's Executive Orders 99-4 and 2000-4 as amended.

4.13 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. The parties hereto further 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. PAAHC further agrees that this provision shall be contained in all contracts for funding entered into pursuant to this Agreement.

4.14 Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

4.15 Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in A.R.S. Section 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 28 day of August, 2013.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

LYNN MULHALL
City Clerk

APPROVED AS TO FORM:

JON M. PALADINI
City Attorney

DATED this 4th day of September, 2013.

PRESCOTT AREA ARTS AND HUMANITIES COUNCIL

By: ____________________
Name: CYNTHIA A. GRESSER
Title: PRESIDENT, BOARD OF TRUSTEES

EXHIBIT "A"

PRESCOTT ARTS & HUMANITIES

CITY OF PRESCOTT
CULTURAL/PERFORMING ARTS
GRANT AWARDS
2012 - 2013

THE PROCESS

How will PAAHC make the determination for which programs receive funding?

All applications received by PAAHC will be turned over to a Grant Review Panel. The Panel will be made up of five leaders in the arts and business community: one appointed by the Mayor and four appointed by PAAHC.

Panelists will read all applications in advance and then attend a Panelists' meeting. At the Panelists' meeting, all grants will be reviewed and discussed with the full Panel present. PAAHC will moderate the discussion, but will not lead Panelists either for or against any proposal. Panelists who might have a conflict of interest will be asked to recuse themselves and will not participate in the discussion of those applications.

This meeting will be open to the public, but does not allow for public comment. Applicants and their staff may attend and may be questioned during the review process. Anyone attempting to influence a Panelist during the meeting will be asked to leave.

After discussion of each application, Panelists will be directed to rank the application on a ranking sheet provided by PAAHC. Applications will be ranked separately for each of the four criteria, as listed in the Funding Criteria page.

Following the Panelists' meeting, PAAHC will tally all rankings for the application and order them highest to lowest. Available funding will be applied to each request based on the rankings. Some of the winning applicants will receive more funding than other successful applicants will, if their ranking was higher.

PAAHC will then present the panelists recommendations (approved by the Board of Directors) to the City of Prescott, providing written justification for all recommendations. Those recommendations will go before City Council during a regularly scheduled Study Session and Voting Session.

Once approved by the Prescott City Council and funding is received by PAAHC's Treasurer, grant awards will be publicly announced and funds made available to recipients within 45 days from council approval. This is anticipated to occur sometime in April 2012.

CITY OF PRESCOTT CULTURALIPERFORMING ARTS GRANT AWARDS
2012 -2013

FUNDING CRITERIA

Well-written applications will address each of the four criterion in the order listed below. Applicants may use two single-sided typed pages with a font size no smaller than 12 point to respond to the following criteria in a narrative. Requested attachments include the application form, resume of the person responsible for the program, list of Board of Directors (if any), budget form, proof of non-profit status, and program media or brochures (limit two pieces, but provide six sets). No other documents should be included.

Funding Criteria:

Artistic or creative quality of the program (one page)

- Describe the event and list its dates, times, and locations.
- Include the mission statement of the organization or individual.
- What are the artistic or cultural goals of the event?

Program's ability to serve the needs of the Prescott Community (one page)

- What is the event's primary target audience?
- Is the event supported by volunteers and experts in the field?
- Show outreach or requests for community participation in the event.
- Show any collaboration with other local organizations and schools.

Appropriateness of budget; effective management; history (one page -not including budget)

- Provide a separate page detail of the budget for expenses and income for the program.
- Include a narrative briefly explaining the key points in the budget.
- Include the current fiscal-year budget for the organization.
- How will the applicant use the funds requested?
- List the person responsible for production of the program, and additional staff.
- Attach resume for the person responsible for the production of the program.
- List of Board of Directors, their community affiliations, and contact info.
- Explain how the organization evaluates the effectiveness of the event.
- Briefly state the history of the event and of the organization in producing events.

Tourism impact on the community of Prescott (one page)

- What are the organization's promotional strategies?
- Document any event spectator data from previous years.

NEW!!! For organizations who have received an '11-'12 PAAHC Grant, a survey to document the following information must be performed and included in the final report. Any information/documentation which speaks to the three questions below can also be included in the narrative for the '12 -'13 Grant request. Organizations receiving funds for the '12 -'13 season must also perform this survey.

- Documentation of the numbers of Prescott area residents at the event.
- Documentation of the numbers of out-of-town visitors.
- Documentation of the numbers of overnight (patrons staying in a Prescott hotel) visitation.

NOTE REGARDING FINAL REPORTS: Failure to submit your final report 60 days after the end of the funded event will result in your organization being excluded from applying for a PAAHC grant for the following fiscal year.

If a qualifying organization receives a grant award from the COP's Office of Tourism (Signature Event Grant) AND a grant from PAAHC, the organization must forfeit the PAAHC Grant Award and, if PAAHC funds have already been received, must return PAAHC funds to PAAHC in full.

NOTE: The PAAHC Grant Committee recommends an event staff person or volunteer performing an informal survey by circulating among approximately 15% of your patrons and verbally asking them the three questions above, recording answers on a sheet of paper, and then projecting the numbers forward based on the total attendance figures.

NEW!!! READ!!! The dollar amount of funds an organization may request are now based on the budget of the event/program. Use the table below to determine the limit of funds your organization may request. If your request exceeds the funding limit allowed, the request will be adjusted to the allowable request criteria.

Event Budget Amount (expenses)	Fund Request Limit
$0-$10,000	$1,000
$10,001 - $30,000	$2,000
$30,001 - $50,000	$3,000
$50,001 and up	$4,000

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 11-18-14

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4913-1451 granting a utility easement to UNS Gas, Inc., for the Airport Water Reclamation Facility

Approved By: **Date:**

Director:	Hash, Henry	11/04/2014
City Manager:	McConnell, Craig	11/07/2014

Item Summary

Approval of this ordinance will authorize the granting of a utility easement to UNS Gas, Inc., for maintenance of a newly installed gas line and gas facilities at the Airport Water Reclamation Facility.

Background

On October 23, 2012, City Council authorized payment for the installation of a new gas main by UNS Gas, Inc., for service to the new Airport Water Reclamation Facility (AWRF). The AWRF uses natural gas for various processes and facilities. The newly installed gas service is adequate to serve all future AWRF expansion phases.

Discussions between the City and UNS Gas, Inc., have resulted in the recommendation that a utility easement as described in Exhibits "A" and "B" attached, is in the best interests of the City. This easement will provide UNS Gas, Inc., with access to maintain the main gas lines up to the service meters at the AWRF.

Attachments

1. Ordinance No. 4913-1451
2. Utility Easement Agreement
3. Exhibits A & B of Easement Area
4. Exhibit C Proximity Map

Recommended Action: MOVE to adopt Ordinance No. 4913-1451.

ORDINANCE NO. 4913-1451

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, GRANTING A UTILITY EASEMENT TO UNS GAS, INC., AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT.

RECITALS:

WHEREAS, the City Council has determined that granting of a utility easement, would benefit the City of Prescott, and granting of such easement will be in the best interests of the health, safety and welfare of the City of Prescott.

ENACTMENTS:

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

SECTION 1. THAT a utility easement to UNS Gas, Inc., as more particularly described and set forth in Exhibits “A” & “B”, attached hereto and made a part hereof, is hereby granted.

SECTION 3. THAT the attached easement is hereby ordered to be recorded in the Office of the Yavapai County Recorder, Arizona.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 18th day of November, 2014.

____
MARLIN D. KUYKENDALL, Mayor

ATTEST:

____
DANA R. DeLONG, City Clerk

APPROVED AS TO FORM:

____
JON PALADINI, City Attorney

When Recorded return to:
UNS Gas, Inc.
Attn: Right of Way Office
6405 Wilkinson Drive
Prescott, AZ. 86301

14-072

UTILITY EASEMENT AGREEMENT

This Easement Agreement is made to be effective as of the _____ day of _______________, 2014, by and between **CITY OF PRESCOTT** ("GRANTOR") and **UNS GAS, INC.**, an Arizona corporation, ("GRANTEE"). GRANTOR warrants it is the lawful owner of the real property described below (the "Property").

The Property being a portion of Book ?, Official Records, Page ?, Yavapai County Recorder Section 19 + 30 T. 15N., R. 01W., Gila & Salt River Meridian, Yavapai County, Arizona.

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto GRANTEE, a perpetual right-of-way, privilege and easement upon, across, over, under and through the Property as described above to lay, construct, operate and maintain thereon and/or thereunder a natural gas pipeline or pipelines, all of sufficient size as determined by GRANTEE, with such connections, valves, telemetering equipment, conduit, wires, pipes, and all other structures, improvements, appurtenances and facilities, including a gas regulator station, necessary, convenient or expedient for the operation of same (collectively, the "Gas Facilities"), and the right and privilege of patrolling, excavating, inspecting, constructing, installing, altering, adding to the size of, decreasing the size of, repairing, replacing, improving, adding to, maintaining, or removing the whole or any part of the Gas Facilities at any time and from time to time, together with the right of vehicular and pedestrian passage (hereinafter referred to as the "Easement").

GRANTOR also grants the right of reasonable ingress and egress to and from said Easement, over adjoining property of the GRANTOR, for the purpose of constructing, inspecting, maintaining, operating repairing, replacing and/or removing the Gas Facilities, either in whole or in part, at the will of GRANTEE. The Easement is more particularly described as follows:

See Attached Exhibit "A" for text description of Easement
See Attached Exhibit "B" for graphic description of Easement

GRANTOR also grants the use of a temporary construction work space **Ten (10)** feet wide adjacent to the Easement and such additional work space adjacent thereto where needed during construction of any of GRANTEE's facilities.

GRANTOR may install and maintain a fence of its own design, provided the fence has gates that provide GRANTEE access. If GRANTOR desires the gates locked, GRANTEE will provide its own lock(s) so that the gates can be "double-locked" in order that either the GRANTEE or the GRANTOR may have access.

The GRANTOR shall have the full use of the Easement except for uses which interfere with the enjoyment by GRANTEE of the Easement, herein conveyed to it, and provided that no building or structure of any nature or kind whatsoever, nor any part of same, shall be constructed, installed or placed on or over the Easement, or any part thereof by GRANTOR or the successors or assigns of GRANTOR.

GRANTOR and its successors and assigns may not erect any wall over any Gas Facilities or change the grade over any underground facilities installed by GRANTEE without the prior written consent of GRANTEE.

GRANTEE shall have the right to keep the Easement clear, without liability to GRANTOR, of any improvement, plant growth, or other natural or man-made material or substance that substantially impedes GRANTEE's use of the Easement.

The rights and obligations herein shall be binding upon and inure to the benefit of GRANTOR's and GRANTEE's successors, assigns, personal representatives, heirs, devisees, lessees and licensees.

GRANTEE may assign, lease or license this Easement, or any right herein, in whole or in part to one or more persons or entities at any time and from time to time.

GRANTEE may employ contractors and others in the exercise of its rights hereunder.

Grantor:
City of Prescott

______________________________ ______________________________

STATE OF ____________________)
} ss.
COUNTY OF ___________________)

The foregoing instrument was acknowledged before me, the undersigned notary public, this _____ day of ____________________, 2014 by ___________________________ as the ___________________________ of ____

IN WITNESS WHEREOF I hereunto set my hand and official seal.

____
Notary Public

EXHIBIT A
Legal Description

A 20 foot wide Easement lying within a portion of Section 30 and Section 19, Township 15 North, Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

(The basis of bearings for this description is South 89°34'59" East as measured between a found aluminum monument at the Northwest corner of said Section 30 and a found iron pipe at the North quarter corner of said Section 30. City of Prescott GPS Control Network.)

The sidelines of said easement are 10 feet on each side of the following described centerline:

COMMENCING at a found aluminum monument at the northwest corner of said Section 30;

Thence South 89°34'59" East, along the north line of said Section 30, a distance of 1352.87 feet;

Thence, South 00°25'01" West, a distance of 26.00 feet to the BEGINNING OF THE CENTERLINE TO BE DESCRIBED;

Thence, South 89°34'59" East, a distance of 1224.43 feet;

Thence, North 68°14'07" East, a distance of 245.33 feet;

Thence, North 60°36'06" East, a distance of 223.92 feet to a point hereinafter referred to as Point "B".

Thence continuing, North 60°36'06" East, a distance of 12.21 feet;

Thence, North 71°40'51" East, a distance of 13.45 feet;

Thence, South 81°39'49" East, a distance of 14.63 feet;

Thence, South 54°09'49" East, a distance of 22.17 feet;

Thence, South 28°50'20" East, a distance of 17.84 feet;

Thence, South 09°18'54" East, a distance of 23.95 feet;

Thence, South 04°27'18" East, a distance of 150.95 feet to a point hereinafter referred to as Point "A".

Thence continuing, South 04°27'18" East, a distance of 14.60 feet and SAID CENTERLINE THERE TERMINATING.

TOGETHER WITH a 20.00 foot wide easement, the sidelines are 10 feet on each side of the following described centerline:

BEGINNING at aforementioned Point "A";

Thence, North 89°32'42" East, a distance of 12.00 feet and SAID CENTERLINE THERE TERMINATING.

TOGETHER WITH a 20.00 foot wide easement, the sidelines are 10 feet on each side of the following described centerline:

BEGINNING at aforementioned Point "B";

Thence, North 25°43'46" West, a distance of 33.58 feet;

Thence, North 15°14'29" West, a distance of 101.80 feet to a point hereinafter referred to as Point "C".

Thence continuing, North 15°14'29" West, a distance of 16.23 feet and SAID CENTERLINE THERE TERMINATING.

TOGETHER WITH a 20.00 foot wide easement, the sidelines are 10 feet on each side of the following described centerline:

BEGINNING at aforementioned Point "C";

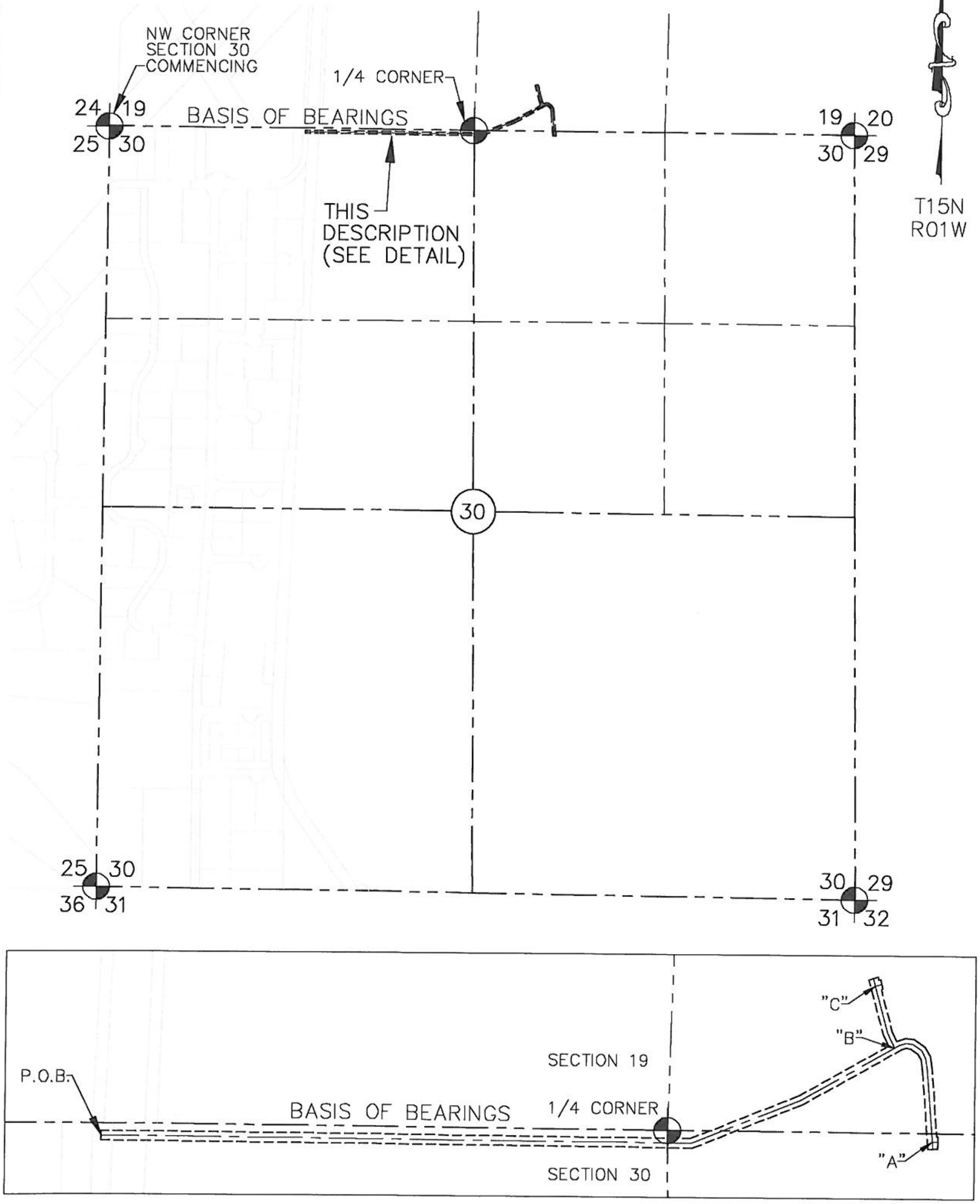
Thence, North 74°45'31" East, a distance of 14.00 feet and SAID CENTERLINE THERE TERMINATING.

Containing 60,771.30 square feet, more or less.

10/02/14
LE #791-50
79150-UNS.doc
UNSG 14-072

EXHIBIT B

MAP TO ACCOMPANY LEGAL DESCRIPTION



DETAIL
SCALE: 1"=500'

UNSG 14-072

EXHIBIT "C" PROXIMITY MAP

Utility Easement

Waste Water Treatment Plant

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 11-18-14

DEPARTMENT: Recreation Services

AGENDA ITEM: Adoption of Resolution No. 4263-1472 approving Amendment No. 1 to an intergovernmental agreement with Yavapai County Community College District for joint use of facilities; and approval of a $25,000.00 contribution toward an additional tennis court at Yavapai College (City Contract No. 2011-447; Parks and Recreation Development Impact Fee Fund)

Approved By: **Date:**

Director:	Baynes, Joe	11/06/2014
City Manager:	McConnell, Craig	11/10/2014

Item Summary

The City and Yavapai County Community College District entered into an Intergovernmental Agreement (IGA) on May 24, 2011, for shared use of public facilities at the College. Amendment No. 1 provided herewith acknowledges the renovation of existing tennis courts, construction of one additional court, public availability of the courts, and related maintenance obligations of the College. This item additionally includes approval of a $25,000.00 City contribution toward construction of the additional court.

Background

The existing IGA provides for the shared use of Roughrider Park, Ken Lindley Field, Walraven Gym, Bill Vallely Field, Yavapai Performance Hall, and Grace Sparkes Activity Center, and associated obligations of the City and College. With the recent renovation and expansion of the College tennis courts, addition of these facilities to the IGA will recognize and delineate their availability to the general public.

The amendment provides that the College will maintain the courts, parking areas, and landscaping, and pay for utilities. Prescott will continue to be responsible for maintenance of the City property that abuts and is adjacent to the College property near the tennis courts (see attached map).

The College will schedule use of the tennis courts, with college programs receiving priority, however, they will be available for daily use by the general public, for which the College may charge nominal use fees consistent with other College recreational facilities.

Agenda Item: Adoption of Resolution No. 4263-1472 approving Amendment No. 1 to an intergovernmental agreement with Yavapai County Community College District for joint use of facilities; and approval of a $25,000.00 contribution toward an additional tennis court at Yavapai College (City Contract No. 2011-447; Parks and Recreation Development Impact Fee Fund)

Fees presently established by the College for tennis courts are as follows: Annual $250.00, Monthly $25.00, Singles $5.00 (90 minutes), Doubles $10.00 (2 hours). The existing IGA, as amended, will remain in force, and be available for a five-year extension effective May 24, 2016, if agreed upon by both parties at that time.

During the FY 2015 Budget process, the City Council discussed a contribution toward the expansion of the College tennis court facility, which now consists of seven (7) courts – six (6) renovated and one (1) new. This agenda item enables payment of that contribution.

Financial Impact

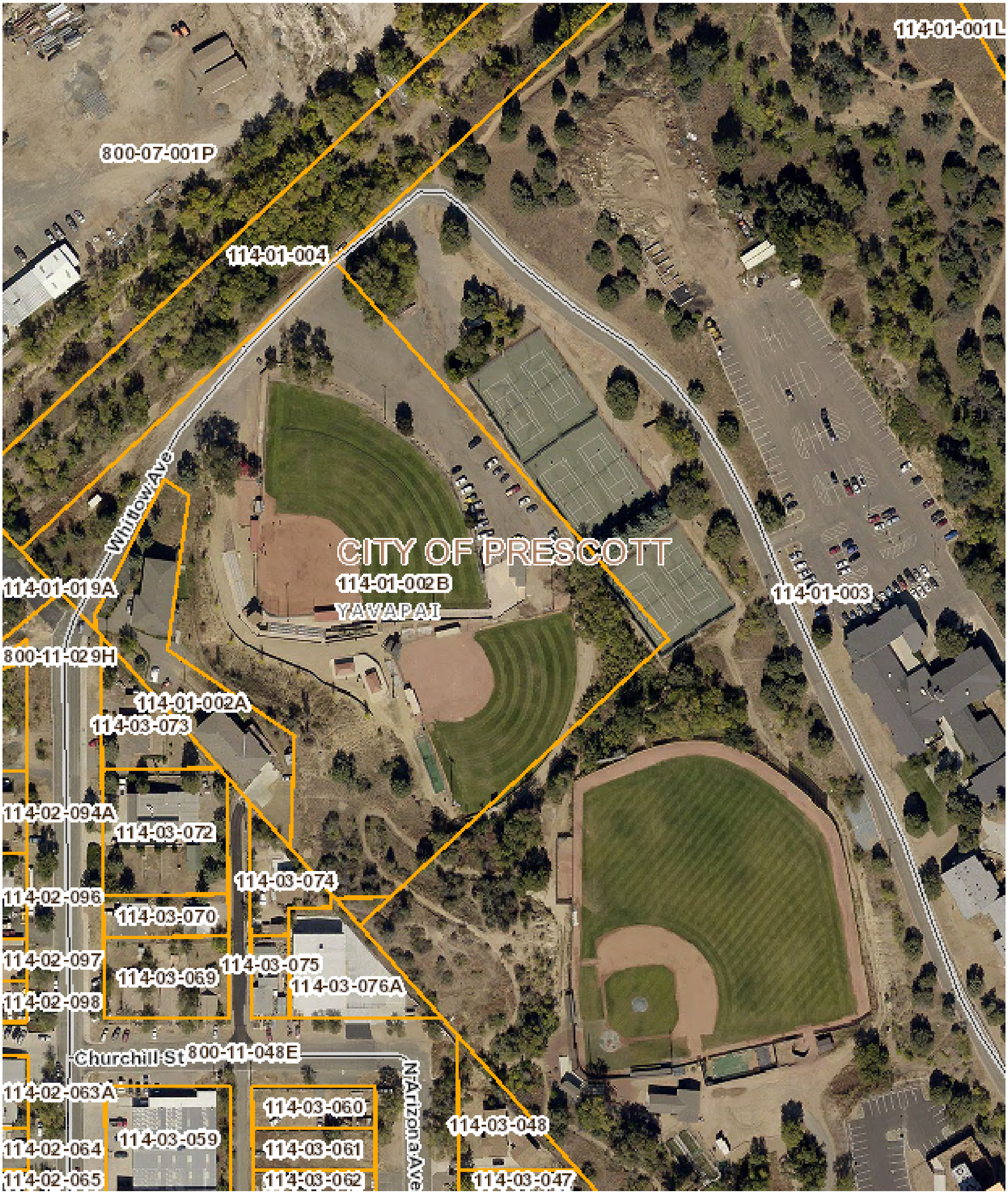
Funding of $25,000.00 is available in the Development Impact Fee Fund for Parks and Recreation in the FY 2015 Budget.

Attachments

1. Site map
2. Resolution No. 4263-1472
3. Amendment No. 1 to IGA (City Contract No. 2011-447)
4. Attachment A to Amendment No. 1

Recommended Action: MOVE to: (1) adopt Resolution No. 4263-1472; and (2) authorize the contribution of $25,000.00 toward an additional tennis court at Yavapai College.

Site map



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

Map printed on: 11.6.2014

RESOLUTION NO. 4263-1472

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY COMMUNITY COLLEGE FOR JOINT USE OF FACILITIES.

RECITALS:

WHEREAS, the Council of the City of Prescott ("City") wishes to enter into an Amendment Number 1 to an Intergovernmental Agreement ("IGA") with Yavapai County Community College ("College") (City Contract Number 2011-447) for joint use of the tennis facilities located on the College campus; and

WHEREAS, the City has authority to enter IGAs, and amendments thereto, with the College pursuant to its Charter, A.R.S. §11-951 and §11-952; and

WHEREAS, the College has authority to enter IGAs, and amendments thereto, with the City pursuant to A.R.S. §11-951 and §11-952; and

WHEREAS, the College and the City of Prescott have mutual interests in providing the public with access to tennis facilities; and

WHEREAS, amending the IGA with the College for joint use of the tennis facilities will be in the best interests of the health, safety, and welfare of the City.

ENACTMENTS:

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

Section 1. THAT, the City Council hereby approves Amendment Number 1 to IGA 2011-447 with the College, for joint use of tennis facilities.

Section 2. THAT, the Mayor and staff are hereby authorized to sign Amendment Number 1 to IGA 2011-447 with the College for joint use of the tennis facilities.

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

____

MARLIN D. KUYKENDALL, Mayor

ATTEST:

DANA R. DeLONG
City Clerk

APPROVED AS TO FORM:

JON M. PALADINI
City Attorney

AMENDMENT NO. 1 TO JOINT USE AGREEMENT
IGA BETWEEN CITY OF PRESCOTT AND YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
(CITY CONTRACT NO. 2011-447)

This First Amendment to Joint Use Agreement – Intergovernmental Agreement ("Agreement") is entered into by and between the City of Prescott, Arizona ("City") and The Yavapai County Community College District ("College").

Witnesseth:

Whereas, on May 24, 2011, the Parties entered into that certain Joint Use Agreement – Intergovernmental Agreement between the City of Prescott, Arizona and The Yavapai County Community College District for the purpose of sharing public facilities for the period from May 24, 2011 through May 24, 2016, and;

Whereas, the College has renovated its tennis courts, and both Parties wish to grant access to the public for use of the courts, and;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY COLLEGE AND CITY THAT SAID AGREEMENT IS AMENDED AS FOLLOWS:

1. A new paragraph 7 shall be added in its entirety as indicated in attachment A.
2. Paragraphs 7, 8, and 9 shall be re-numbered to be 8, 9, and 10 as indicated in attachment A.
3. Except as expressly amended herein, the pricing, terms, and conditions set forth in said original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS FIRST AMENDMENT TO AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

FOR CITY OF PRESCOTT:	FOR YAVAPAI COLLEGE:
______________________	______________________
Hon. Marlin D. Kuykendall, Mayor	By: Title:
Date:______________________	Date:______________________
ATTEST:	ATTEST FOR YAVAPAI COLLEGE:
______________________	______________________
Dana R. DeLong, City Clerk	By: Title:

ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledges that: (1) he reviewed the above Agreement on behalf of his/her client; and, (2) as to his/her respective client only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

______________________________	______________________________
Jon M. Paladini	Name:
City Attorney for City of Prescott	Attorney for Yavapai College
Date: ______________________	Date: ______________________

ATTACHMENT A TO AMENDMENT NO. 1 (CITY CONTRACT NO. 2011-447)

7*. *Yavapai College Tennis Courts

The College will continue to be responsible for the maintenance, upkeep, and custodial needs of the tennis courts including parking areas, landscaping, and adjacent areas that are within the College's property boundary. The City will continue to be responsible for maintenance, upkeep and custodial needs for its property that abuts and is adjacent to the College property in the area of the tennis courts, e.g., Bill Vallely fields, restrooms, parking lots, etc.).

The College will pay for all related utilities for the Tennis courts.

The College will schedule use of the Tennis Courts, with College programs taking priority, and allowing frequent, daily use of the Court(s) by the citizens of Prescott and the general public for tennis related activities appropriate for such a facility. Such public use may require the assessment of nominal use fees to use the courts consistent with other College recreational facilities.

In the event of safety concerns such as inclement weather, maintenance or other issues, the College reserves the right to close the tennis courts until conditions improve adequately to reopen them as determined by the College.

***8*. Termination of agreement**

This agreement is subject to termination upon mutual agreement of both Parties upon 180 days written notice. In the event that termination occurs during the middle of a season, the current season if any will allowed to be completed.

***9*. Renewal of Agreement**

This agreement is renewable for one (1) additional five (5) year term if agreed upon in writing by both Parties. The College shall provide a written notice of its intention to renew ninety (90) days prior to the termination of the original term.

***10*. Miscellaneous provisions**

a. The uses granted herein shall apply only to the Parties herein, and are not assignable.

b. The College shall accept the properties referred to in this agreement in their existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of Prescott as to the condition thereof.
In no event shall Prescott be liable for any defect in such property or for any limitation on its use.

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 11-18-14

DEPARTMENT: Fire

AGENDA ITEM: Adoption of Resolution No. 4262-1471 approving an intergovernmental agreement with the State of Arizona through the Arizona State Forester for the Fiscal Year 2015 Cooperative Wildland Fire Training Project (City Contract No. 2015-070)

Approved By:		Date:
Fire Chief:	Light, Dennis	11/04/2014
City Manager:	McConnell, Craig	11/07/2014

Item Summary

Authorization to enter into a five-year intergovernmental agreement (IGA) with the Arizona State Forester for the Cooperative Wildland Fire Training Project, providing state funding for an existing City position dedicated to wildland fire training.

Background

The State of Arizona Fiscal Year 2015 Budget includes funding for a full-time cooperative training position to support the Arizona Wildfire Council, Inc., manage the Arizona Wildfire and Incident Management Academy (AWIMA, commonly referred to as the Arizona Wildfire Academy), and provide other statewide training. The Arizona State Forester is proposing to enter into an IGA with Prescott to achieve these objectives by funding salary and other related expenses for the City's existing wildland specialist, Tony Sciacca.

This arrangement will benefit the City, State, and Wildfire Academy/AWIMA. Per the terms of the IGA, an annual workplan will be mutually agreed upon in order to establish and track program goals, assure proper statewide training and certification of wildland and incident command resources, and appropriately manage the Arizona Wildfire Academy. Ultimately, the agreement will result in valuable statewide training, improved wildfire response capabilities, increased access to wildfire training and the highest level of incident management experience, and the continued growth and prosperity of the Arizona Wildfire Academy.

Prescott has been host to the Arizona Wildfire Academy, attended by approximately 700 firefighters for seven days each March, for twelve years. This major event, centered at Embry-Riddle Aeronautical University (ERAU), generates significant positive economic impact to Prescott in the early spring season. During the past seven years, Prescott has provided facilities and personnel support for the Academy and its employees. The existing arrangement provides reimbursement to the City for employee costs by AWIMA, with the City responsible for the minor cost of overhead (e.g., office space, computer services, cell phone allowance, and vehicle).

The IGA with the State will replace the reimbursement from AWIMA, and will allow the City to continue to host the Wildfire Academy and benefit from the highest level of wildland fire training available at little cost. Additionally, shifting the cost of the wildland specialist from AWIMA to the State will allow more funding to go toward actual wildfire training.

Financial Impact

The IGA stipulates that the State will fund personnel costs of $52,000.00, and approximately $14,000.00 for travel, fuel, and other operating expenses. The City will be responsible for overhead costs consisting of a vehicle, cell phone, computer services, office space, and minor supplies. The FY 2015 General Fund Budget includes funding for these costs, which the City presently incurs per the existing agreement with AWIMA. The IGA provides for City invoicing to the state, for quarterly reimbursement.

Attachments

1. Resolution No. 4262-1471
2. Cooperative Wildland Fire Training Project IGA

Recommended Action: MOVE to adopt Resolution No. 4262-1471.

RESOLUTION NO. 4262-1471

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THROUGH THE ARIZONA STATE FORESTER, FOR COOPERATIVE WILDLAND FIRE TRAINING.

RECITALS:

WHEREAS, the Prescott City Council (“City”) wishes to enter into an Intergovernmental Agreement (“IGA”) with the State of Arizona, through the Arizona State Forester (“ASF”) for cooperative wildland fire training; and

WHEREAS, the City has authority to enter an IGA with ASF pursuant to its Charter and A.R.S. §11-951 and §11-952; and

WHEREAS, ASF has authority to enter an IGA with the City pursuant to A.R.S. §37-623(F), §37-623.02, §11-951 and §11-952; and

WHEREAS, the State of Arizona and the City of Prescott have mutual interests in providing wildland and incident management training; and

WHEREAS, the State of Arizona must assure that state and local cooperators responding to wildfires are trained to National Wildfire Coordinating Group and other applicable standards pursuant to A.R.S. §37-622(A); and

WHEREAS, the City maintains a full-time wildland specialist position, that through current financial support of the Arizona Wildfire Council, Inc., is able to provide management to the Arizona Wildfire Academy and other fire training efforts that benefits the State and City; and

WHEREAS, the State of Arizona has funding through State Fiscal Year 2015 legislative appropriations to support a training position, and leveraging this funding with the City will increase the ability for the State of Arizona to provide quality training to firefighters across Arizona, which would include providing support for the Arizona Wildfire Academy and other training venues; and

WHEREAS, entering into an IGA with the State of Arizona, through ASF, for cooperative wildland fire training will be in the best interests of the health, safety, and welfare of the City.

ENACTMENTS:

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

Section 1. THAT, the City Council hereby approves an IGA with the State of Arizona, through the ASF, for cooperative wildland fire training.

Section 2. THAT, the Mayor and staff are hereby authorized to sign the IGA with the State of Arizona, through the ASF, for cooperative wildland fire training.

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

____
MARLIN D. KUYKENDALL, Mayor

ATTEST:

____
DANA R. DeLONG
City Clerk

APPROVED AS TO FORM:

____
JON M. PALADINI
City Attorney

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 11-18-14

DEPARTMENT: Finance

AGENDA ITEM: Adoption of Ordinance No. 4914-1452 approving the 2014 Amendments to the Model City Tax Code

Approved By: **Date:**

Director:	Woodfill, Mark	11/06/2014
City Manager:	McConnell, Craig	11/07/2014

Item Summary

In 1987 the City of Prescott adopted the Model City Tax Code (MCTC), which regulates the levying of privilege tax for all cities in Arizona. The MCTC is the City's guiding tax document. When changes are made to the MCTC, the City is required to align the City Code with the MCTC. Various changes were approved October 10, 2014, by the Municipal Tax Code Commission. The purpose of the recent changes is to bring the MCTC in conformity with new statues, HB 2389 (2014) and HB 2111 (2013), creating uniform tax licensing rules that can be applied equally for all municipalities.

Background

The Model City Tax Code (MCTC) enables local control over increments of transaction privilege tax levied by individual jurisdictions. This approach enables each community to tax business activity in a uniform manner while maintaining flexibility through local options. To assure consistency, proposed tax code changes go through a review and approval process. In summary, this process provides for review by the Uniform Audit Committee (UAC) comprised of municipal and Arizona Department of Revenue representatives, and transmittal to the Arizona Tax Research Association (ATRA) for business community review and comment. Final review and approval are accomplished by the Municipal Tax Code Commission (MTCC). The MTCC consists of a representative of the Department of Revenue and nine mayors or councilmembers of cities or towns that have adopted the Model City Tax Code. Once a change to the Code has been approved by the MTCC, it is adopted by all cities.

The current changes to the Model City Tax Code (MCTC) stem from statutory changes passed by the Legislature. The changes were reviewed and approved by the Unified Audit Committee and the Municipal Tax Code Commission and incorporated into the

MCTC. Since the City of Prescott uses the MCTC as its guiding document, it is mandatory that the City adopt the MCTC in its current format.

Ordinance No 4914-1452 will repeal and replace all of Article III: Licensing and Recordkeeping. The changes are generally clarifications in structure and language. Those worth noting include the following:

- Tax license applications will not be able to be routed through other City departments for approvals prior to issuance.
- Transaction Privilege Tax licenses will be valid for one calendar year, with annual renewal required by January 1^{st} each year.
- The application fee is removed. The fee structure is changed to a license fee with an annual renewal fee. The City of Prescott is preempted from charging a renewal fee since it does not currently have one.
- Creates uniform penalties and allows for standardized waiver procedures.

Financial Impact

No financial impact is anticipated.

Attachments

1. Ordinance No. 4914-1452

Recommended Action: MOVE to adopt Ordinance No. 4914-1452.

ORDINANCE NO. 4914-1452

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE MODEL CITY TAX CODE, ADOPTED BY THE CITY OF PRESCOTT PURSUANT TO PRESCOTT CITY CODE CHAPTER 4-1-1, INCLUDING ANY AND ALL FUTURE AMENDMENTS TO THE MODEL CITY TAX CODE, BY DELETING ARTICLE III OF THE MODEL CITY TAX CODE IN ITS ENTIRETY AND REPLACING IT WITH NEW ARTICLE III "LICENSING AND RECORDKEEPING" CONTAINING NEW SECTIONS 4-1-300, 4-1-310, 4-1-320, 4-1-330, 4-1-340, 4-1-350, 4-1-360, 4-1-362, 4-1-364, 4-1-366, 4-1-370, 4-1-372, AND 4-1-380; AND DELETING EXISTING REGULATIONS 300.1, 330.2, 310.1, 310.2, 310.3, 350.1, 350.2, 350.3, 360.1, and 360.2; AND DECLARING A DELAYED EFFECTIVE DATE OF JANUARY 1, 2015.

RECITALS:

WHEREAS, the City of Prescott adopted the Model City Tax Code, pursuant to Prescott City Code §4-1-1, including all future amendments to the Model City Tax Code; and

WHEREAS, the Model City Tax Code has been recently amended to reflect legislative changes to the tax laws; and

WHEREAS, the Model City Tax Code has specifically been amended to create a new Article III ("Licensing and Recordkeeping") and deleting Regulations 300.1, 300.2, 310.1, 310.2, 310.3, 350.1, 350.2, 350.3, 360.1 and 360.2; and

WHEREAS, the City of Prescott is statutorily required to adopt amendments to the Model City Tax Code.

ENACTMENTS:

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

SECTION 1. That the current Model City Tax Code, as adopted by §4-1-1 of the Prescott City Code, is hereby amended by deleting the current Article III ("Licensing and Recordkeeping") in its entirety.

SECTION 2. That the current Model City Tax Code, as adopted by §4-1-1 of the Prescott City Code, is additionally amended by adding a new Article III ("Licensing and Recordkeeping") as follows:

"Article III - Licensing and Recordkeeping"

Sec. 4-1-300. Licensing requirements.

(a) The following persons shall make application to the Tax Collector for a Transaction Privilege and Use Tax License and no person shall engage or continue in business or engage in such activities until he shall have such a license:

(1) Every person engaging or continuing in business activities within the city or town upon which a Transaction Privilege Tax is imposed by this Chapter.

(2) Every person engaging or continuing in business within the city or town and storing or using tangible personal property in this municipality upon which a Use Tax is imposed by this Chapter.

(3) (Reserved)

(b) For the purpose of determining whether a Transaction Privilege and Use Tax License is required, a person shall be deemed to be "engaging or continuing in business" within the city or town if:

(1) engaging in any activity as a principal or broker, the gross receipts of which may be subject to Transaction Privilege Tax under Article IV of this Chapter, or

(2) maintaining within the city or town directly, or if a corporation by a subsidiary, an office, distribution house, sales house, warehouse or other place of business; maintaining within the city or town directly, or if a corporation by a subsidiary, any real or tangible personal property; or having any agent or other representative operating within the city or town under the authority of such person, or if a corporation by a subsidiary, irrespective of whether such place of business, property, or agent or other representative is located here permanently or temporarily, or

(3) soliciting sales, orders, contracts, leases, and other similar forms of business relationships, within the city or town from customers, consumers, or users located within the city or town, by means of salesmen, solicitors, agents, representatives, brokers, and other similar agents or by means of catalogs or other advertising, whether such orders are received or accepted within or without this city or town.

(4) A person shall also be deemed to be "engaging or continuing in business" if engaging in any activity subject to Use Tax under Article VI of this Chapter for business purposes. Individuals who acquire items subject to Use Tax for their own personal use or their family's personal use are not required to obtain a license.

(5) (Reserved)

(c) A person engaging in more than one activity subject to Transaction Privilege Tax at any one business location is not required to obtain a separate license for each activity, provided that, at the time such person makes application for a license, he shall list on such application each category of activity in which he is engaged.

(d) The licensee shall inform the Tax Collector of any changes in his business activities, location, or mailing address within thirty (30) days.

(e) Limitation. The issuance of a Transaction Privilege and Use Tax License by the Tax Collector shall in no way be construed as permission to operate a business activity in violation of any other law or regulation to which such activity may be subject.

(f) Casual activity. For the purposes of this Chapter, individuals engaging in a "casual activity or sale" are not subject to the license requirements imposed under this Article provided that they are only engaged in private sales activities, such as the sale of a personal automobile or garage sale, on no more than three separate occasions during any calendar year.

Sec. 4-1-310. Licensing: special requirements.

(a) Partnerships. Application for a Transaction Privilege and Use Tax License for a partnership engaging or continuing in business shall provide, as a minimum, the names and addresses of all general partners. Licenses issued to persons engaging in business as partners, limited or general, shall be in the name of the partnership.

(b) Limited Liability Companies. Application for a Transaction Privilege and Use Tax License for a Limited Liability Company (LLC) engaging or continuing in business shall provide, as a minimum, the names and addresses of all members and the manager. Licenses issued to persons engaging in business as Limited Liability Companies, shall be in the name of the LLC.

(c) Corporations. Application for a Transaction Privilege and Use Tax License for a corporation engaging or continuing in business shall provide, as a minimum, the names and addresses of both the Chief Executive Officer and Chief Financial Officer of the corporation. Licenses issued to persons engaging in business as corporations shall be in the name of the corporation.

(d) Multiple Locations or Multiple Business Names. A person engaging or continuing in one or more businesses at two (2) or more locations or under two (2) or more business names shall procure a license for each such location or business name. A "location" is a place of a separate business establishment.

(e) Real Property Rental, Leasing, and Licensing for Use. In all cases the Transaction Privilege and Use Tax License shall be issued only to the owner of the real property regardless of the owner engaging a property manager or other broker to oversee the owner's business activity including filing tax returns on behalf of the owner. Each rental property that can be independently sold or transferred is deemed to be a separate business establishment. Each platted parcel of real property subject to the tax imposed by this Chapter is deemed to be a separate business establishment and requires a separate license, regardless of the number of rental units located on that platted parcel. If one structure is located on multiple parcels in a manner such that ownership of an individual parcel cannot be sold or transferred without requiring alteration to divide the structure, one license shall be required for all affected parcels.

Sec. 4-1-320. License fees; annual renewal; renewal fees.

(a) The Transaction Privilege and Use Tax License shall be valid upon receipt of a non-refundable license fee of twenty-five dollars ($25.00), except for a license to engage in the business activity of residential or commercial real property rental, leasing, and licensing for use as separately identified in this Section. The Transaction Privilege and Use Tax License shall be valid only for the calendar year in which it is issued unless renewed each year by filing the appropriate application for license renewal and paying an annual license renewal fee of zero dollars ($0.00) for each license, subject to the limitations in A.R.S. 42-5005. Such annual renewal fee shall be due and payable on January 1 of each year and shall be considered delinquent if not paid and received on or before the last business day of January.

(b) The Transaction Privilege and Use Tax License to engage in the business activity of residential real property rental, leasing, and licensing for use shall be valid only upon receipt of a non-refundable license fee of twenty-five dollars ($25.00). The Transaction Privilege and Use Tax License shall be valid only for the calendar year in which it is issued unless renewed each year by filing the appropriate application for license renewal and paying an annual license renewal fee of zero dollars ($0.00) for each license, subject to the limitations in A.R.S. 42-5005. Such fee shall be due and payable on January 1 of each year and shall be considered delinquent if not paid and received on or before the last business day of January.

(c) The Transaction Privilege and Use Tax License to engage in the business activity of commercial real property rental, leasing, and licensing for use shall be valid only upon receipt of a non-refundable license fee of twenty-five dollars ($25.00). The Transaction Privilege and Use Tax License shall be valid only for the calendar year in which it is issued unless renewed each year by filing the appropriate application for license renewal and paying an annual license renewal fee of zero dollars ($0.00) for each license, subject to the limitations in A.R.S. 42-5005. Such fee shall be due and payable on January 1 of each year and shall be considered delinquent if not paid and received on or before the last business day of January.

Sec. 4-1-330. Licensing: duration; transferability; display; penalties; penalty waiver; relicensing; fees collectible as if taxes.

(a) The Transaction Privilege and Use Tax License shall be valid only for the calendar year in which it is issued unless renewed each year by filing the appropriate application for license renewal and paying the applicable license renewal fee for each license, subject to the limitations in A.R.S. 42-5005. Such fee shall be due and payable on January 1 of each year and shall be considered delinquent if not paid and received on or before the last business day of January. Application and payment of the annual fee must be received in the Tax Collector's office to be deemed paid and received.

(b) The Transaction Privilege and Use Tax License shall be nontransferable between owners or locations, and shall be on display to the public in the licensee's place of business.

(c) Any person required to be licensed under this Chapter who fails to obtain a license on or before conducting any business activity requiring such license shall be subject to the license fees due for each year in business plus a penalty in the amount of fifty percent (50%) of the applicable fee for each period of time for which such fee would have been imposed, from and after the date on which such activity commenced until paid. This penalty shall be in addition to any other penalty imposed under this Chapter and must be paid prior to the issuance of any license. License fee penalties may be waived by the Tax Collector subject to the same terms as the waiver of tax penalties as provided for in Section 4-1-540.

(d) Any licensee who fails to renew his license on or before the due date shall be deemed to be operating without a license following such due date, and shall be subject to all penalties imposed under this Chapter against persons required to be licensed and operating without a license. The non-licensed status may be removed by payment of the annual license fee for each year or portion of a year he operated without a license, plus a license fee penalty of 50% of the license fee due for each year. License fee penalties may be waived by the Tax Collector subject to the same terms as the waiver of tax penalties as provided for in Section 4-1-540.

(e) Any licensee who permits his license to expire through cancellation as provided in Section 4-1-340, by his request for cancellation, by surrender of the license, or by the cessation of the business activity for which the license was issued, and who thereafter applies for a license, shall be granted a new license as a new applicant and shall pay the current license fee imposed under Section 4-1-320.

(f) Any licensee who needs a copy of his Transaction Privilege and Use Tax License which is still in effect shall be charged the current license fee for each reissuance of a license.

(g) Any person conducting a business activity subject to licensing without obtaining a Transaction Privilege and Use Tax License shall be liable to the city for all applicable fees and penalties and shall be subject to the provisions of Sections 4-1-580 and 4-1-590, to the same extent as if such fees and penalties were taxes and penalties under such Sections.

Sec. 4-1-340. Licensing: cancellation; revocation.

(a) Cancellation. The Tax Collector may cancel the Transaction Privilege and Use Tax License of any licensee as "inactive" if the taxpayer, required to report monthly, has neither filed any return nor remitted any taxes imposed by this Chapter for a period of six (6) consecutive months; or, if required to report quarterly, has neither filed any return nor remitted any taxes imposed by this Chapter for two (2) consecutive quarters; or, if required to report annually, has neither filed any return nor remitted any taxes imposed by this Chapter when such annual report and tax are due to be filed with and remitted to the Tax Collector.

(b) Revocation. If any licensee fails to pay any tax, interest, penalty, fee, or sum required to be paid under this Chapter, or if such licensee fails to comply with any other provisions of this Chapter, the Tax Collector may revoke the Transaction Privilege and Use Tax License of said licensee.

(c) Notice and Hearing. The Tax Collector shall deliver notice to such licensee of cancellation or revocation of the Transaction Privilege and Use Tax License. If the licensee requests a hearing within twenty (20) days of receipt of such notice, he shall be granted a hearing before the Tax Collector.

(d) After cancellation or revocation of a taxpayer's license, the taxpayer shall not be issued a new license until all reports have been filed; all fees, taxes, interest, and penalties due have been paid; and he is in compliance with all provisions of this Chapter.

Sec. 4-1-350. Operating without a license.

It shall be unlawful for any person who is required by this Chapter to obtain a Transaction Privilege and Use Tax License to engage in or continue in business without a license. The Tax Collector shall assess any delinquencies in tax, interest, and penalties which may apply against such person upon any transactions subject to the taxes imposed by this Chapter.

Sec. 4-1-360. Recordkeeping requirements.

(a) It shall be the duty of every person subject to the tax imposed by this Chapter to keep and preserve suitable records and such other books and accounts as may be necessary to determine the amount of tax for which he is liable under this Chapter. The books and records must contain, at a minimum, such detail and summary information as may be required by this Article; or when records are maintained within an electronic data processing (EDP) system, the requirements established by the Arizona Department of Revenue for privilege tax filings will be accepted. It shall be the duty of every person to keep and preserve such books and records for a period equal to the applicable limitation period for assessment of tax, and all such books and records shall be open for inspection by the Tax Collector during any business day.

(b) The Tax Collector may direct, by letter, a specific taxpayer to keep specific other books, records, and documents. Such letter directive shall apply:
   (1) only for future reporting periods, and
   (2) only by express determination of the Tax Collector that such specific recordkeeping is necessary due to the inability of the taxing jurisdiction to conduct an adequate examination of the past activities of the taxpayer, which inability resulted from inaccurate or inadequate books, records, or documentation maintained by the taxpayer.

Sec. 4-1-362. Recordkeeping: income.

The minimum records required for persons having gross income subject to, or exempt or excluded from, tax by this Chapter must show:

(a) The gross income of the taxpayer attributable to any activity occurring in whole or in part in the City.

(b) The gross income taxable under this Chapter, divided into categories as stated in the official City tax return.

(c) The gross income subject to Arizona Transaction Privilege Taxes, divided into categories as stated in the official State tax return.

(d) The gross income claimed to be exempt, and with respect to each activity or transaction so claimed:

(1) If the transaction is claimed to be exempt as a sale for resale or as a sale, rental, lease, or license for use of rental equipment:

(A) The City Privilege License number and State Transaction Privilege Tax License number of the customer (or the equivalent city, if applicable, and state tax numbers of the city and state where the customer resides), and

(B) The name, business address, and business activity of the customer, and

(C) Evidence sufficient to persuade a reasonably prudent businessman that the transaction is believed to be in good faith a purchase for resale, or a purchase, rental, lease, or license for use of rental equipment, by the vendee in the ordinary and regular course of his business activity, as provided by Regulation.

(2) If the transaction is claimed to be exempt for any other reason:

(A) The name, business address, and business activity of the customer, and

(B) Evidence which would establish the applicability of the exemption to a reasonably prudent businessman acting in good faith. Ordinary business documentation which would reasonably indicate the applicability of an exemption shall be sufficient to relieve the person on whom the tax would otherwise be imposed from liability therein, if he acts in good faith as provided by Regulation.

(e) With respect to those allowed deductions or exclusions for tax collected or charges for delivery or other direct customer services, where applicable, evidence that the deductible income has been separately stated and shown on the records of the taxpayer and on invoices or receipts provided to the customer. All other deductions, exemptions, and exclusions shall be separately shown and substantiated.

(f) With respect to special classes and activities, such other books, records, and documentation as the Tax Collector, by regulation, shall deem necessary for specific classes of taxpayer by reason of the specialized business activity of any such class.

(g) In all cases, the books and records of the taxpayer shall indicate both individual transaction amounts and totals for each reporting period for each category of taxable, exempt, and excluded income defined by this Chapter.

Sec. 4-1-364. Recordkeeping: expenditures.
The minimum records required for persons having expenditures, costs, purchases and rental or lease or license expenses subject to, or exempt or excluded from, tax by this Chapter are:

(a) The total price of all goods acquired for use or storage in the City.

(b) The date of acquisition and the name and business address of the seller or lessor of all goods acquired for use or storage in the City.

(c) Documentation of taxes, freight, and direct customer service labor separately charged and paid for each purchase, rental, lease, or license.

(d) The gross price of each acquisition claimed as exempt from tax, and with respect to each transaction so claimed, sufficient evidence to satisfy the Tax Collector that the exemption claimed is applicable.

(e) As applicable to each taxpayer, documentation sufficient to the Tax Collector, so that he may ascertain:
  (1) All construction expenditures and all Privilege and Use Taxes claimed paid, relating to owner-builders and speculative builders.
  (2) Disbursement of collected gratuities and related payroll information required of restaurants.
  (3) (Reserved)
    (A) (Reserved
    (B) (Reserved)
  (4) The validity of any claims of proof of exemption.
  (5) A claimed alternative prior value for reconstruction.
  (6) All claimed exemptions to the Use Tax imposed by Article VI of this Chapter.
  (7) (Reserved)
  (8) Payments of tax to the Arizona Department of Transportation and computations therefor, when a motor-vehicle transporter claims such the exemption.
  (9) (Reserved)

(e) Any additional documentation as the Tax Collector, by Regulation, shall deem necessary for any specific class of taxpayer by reason of the specialized business activity of specific exemptions afforded to that class of taxpayer.

(g) In all cases, the books and records of the taxpayer shall indicate both individual transaction amounts and totals for each reporting period for each category of taxable, exempt, and excluded expenditures as defined by this Chapter.

Sec. 4-1-366. Recordkeeping: out-of-City and out-of-State sales.

(a) Out-of-City Sales. Any person engaging or continuing in a business who claims out-of-City sales shall maintain and keep accounting records or books indicating separately the gross income from the sales of tangible personal property from such out-of-City branches or locations.

(b) Out-of-State sales. Persons engaged in a business claiming out-of-State sales shall maintain accounting records or books indicating for each out-of-State sale the following documentation:

(1) documentation of location of the buyer at the time of order placement; and

(2) shipping, delivery, or freight documents showing where the buyer took delivery; and

(3) documentation of intended location of use or storage of the tangible personal property sold to such buyer.

Sec. 4-1-370. Recordkeeping: claim of exclusion, exemption, deduction, or credit; documentation; liability.

(a) All deductions, exclusions, exemptions, and credits provided in this Chapter are conditional upon adequate proof and documentation of such as may be required either by this Chapter or Regulation.

(b) Any person who claims and receives an exemption, deduction, exclusion, or credit to which he is not entitled under this Chapter, shall be subject to, liable for, and pay the tax on the transaction as if the vendor subject to the tax had passed the burden of the payment of the tax to the person wrongfully claiming the exemption. A person who wrongfully claimed such exemption shall be treated as if he is delinquent in the payment of the tax and shall be subject to interest and penalties upon such delinquency. However, if the tax is collected from the vendor on such transaction it shall not again be collected from the person claiming the exemption, or if collected from the person claiming the exemption it shall not also be collected from the vendor.

Sec. 4-1-372. Proof of exemption: sale for resale; sale, rental, lease, or license of rental equipment.

A claim of purchase for resale or of purchase, rental, lease, or license for rent, lease, or license is valid only if the evidence is sufficient to persuade a reasonably prudent businessman that the particular item is being acquired for resale or for rental, lease, or license in the ordinary course of business. The fact that the acquiring person possesses a Privilege License number, and makes a verbal claim of "sale for resale or lease" or "lease for re-lease" does not meet this burden and is insufficient to justify an exemption. The "reasonable evidence" must be evidence which exists objectively, and not merely in the mind of the vendor, that the property being acquired is normally sold, rented, leased, or licensed by the acquiring person in the ordinary course of business. Failure to obtain such reasonable evidence at the time of the transaction will be a basis for disallowance of any claimed deduction on returns filed for such transactions.

Sec. 4-1-380. Inadequate or unsuitable records.
In the event the records provided by the taxpayer are considered by the Tax Collector to be inadequate or unsuitable to determine the amount of the tax for which such taxpayer is liable under the provisions of this Chapter, it is the responsibility of the taxpayer either:

(a) to provide such other records required by this Chapter or Regulation; or

(b) to correct or to reconstruct his records, to the satisfaction of the Tax Collector."

SECTION 3. That the following existing Regulations to the Model City Tax Code are deleted in their entirety: 300.1, 300.2, 310.1, 310.2, 310.3, 350.1, 350.2, 350.3, 360.1 and 360.2.

SECTION 4. That all Model City Tax Code amendments contained in this Ordinance shall have a delayed effective date of January 1, 2015

SECTION 5. That the Mayor and staff are hereby authorized to take any action necessary to enact this Ordinance.

PASSED, APPROVED 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 M. PALADINI, City Attorney

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 11-18-14

DEPARTMENT: Public Works

AGENDA ITEM: Award of contracts for Title and Escrow Services for various real property transactions to: (1) Yavapai Title Agency, Inc. (City Contract No. 2015-064), and (2) Lawyers Title of Arizona, Inc. (City Contract No. 2015-065), each in an amount not to exceed $50,000.00

Approved By: **Date:**

Director:	Hash, Henry	11/04/2014
City Manager:	McConnell, Craig	11/05/2014

Item Summary

This item is to award two (2) separate, twelve (12) month contracts for Title and Escrow Services on an as-needed basis for City street and utility capital improvement projects. Two contracts will provide the City flexibility in the conduct of real estate transactions. The contracts may be extended for additional one (1) year periods up to a total of five (5) such periods, with mutual consent of the City and contractor.

Background

The City must often acquire real property to facilitate delivery of capital improvement projects. In other circumstances, City real property may be disposed or sold. These real property transfers require title and escrow services to close and record individual transactions. This generally includes processing contracts, commercial and residential title services, verifying legal descriptions, and title research for the acquisition or sale of real property, including new right-of-way and utility easements or a combination thereof.

On October 16, 2014, the City received proposals from title agencies interested in providing on-call services for the City's capital construction projects. Two responses were received as follows:

- Lawyers Title of Arizona, Inc. (Prescott)
- Yavapai Title Agency, Inc. (Prescott)

Pursuant to customary selection procedures, the qualifications and fee structures were evaluated and determined to be satisfactory.
The contracts provide for "on-call" services on an "as-needed" basis (project by project);

billing is at fixed prices for services as included in the fee schedules.

Financial Impact

FY15 funding is available for Title and Escrow Services from the One-Cent Sales Tax for Streets and Open Space, Water Fund, and Sewer Fund. The estimated costs are included in the individual project budgets for which the services are required.

Attachments

1. Schedule of Fees

Recommended Action (by separate motions): MOVE to (1) award Contract No. 2015-064 to Yavapai Title Agency, Inc., in an amount not to exceed $50,000.00; **and (2)** award Contract No. 2015-065 to Lawyers Title of Arizona, Inc., in an amount not to exceed $50,000.00.

Yavapai Title Agency, Inc.

1235 East Gurley St.
Prescott, AZ 86301
Phone: (928) 776-7070 • Fax: (866) 895-0115
Where Excellence is Tradition

October 13, 2014

City of Prescott
City Clerk's Office
201 South Cortez Street
Prescott AZ 86303

RE: Request for Proposals, as posted Sunday October 5th , 2014 for Title & Escrow Services

To Whom It May Concern:

Attached hereto please find Yavapai Title Agency's response to your public request for proposals as to Title & Escrow services.

Upon your review of the materials, we are confident that you will find Yavapai Title Agency competitively priced with outstanding service.

For clarification of any of the materials contained herein, please contact the undersigned at the number listed above.

The signature below fully binds and obligates Yavapai Title Agency to all of the contents contained herein.

Respectfully submitted,

Sarah Whitten
Branch Manager
Escrow Officer

Yavapai Title Agency, Inc.
1235 East Gurley St.
Prescott, AZ 86301
Phone: (928) 776-7070 • Fax: (866) 895-0115
Where Excellence is Tradition

Yavapai Title Agency was founded in Yavapai County in June 1963. We are proud to have been of service to the people of our fine hometown for over 50 years.

Yavapai Title Agency has a local title department that is located in downtown Prescott at 123 N. Montezuma. Our title staff includes a Chief Title Officer with 35 years of local title experience, Senior Title Officers each with 15 to 30 years expertise in the Prescott area and supported by a team of professional title officers and assistants.

What does "local" mean and why does it matter? Most national title companies have centralized their title departments meaning that they outsource their title work to Phoenix and/or to other countries. We take pride in the fact that we hire people who live here, have roots here and have actual knowledge of and contribute to our communities. Our title officers are aware of the issues that are unique to our City and our clients (or City staff) have the ability to sit down and discuss these issues face to face with their Title Officer.

Our office located at 1235 E. Gurley Street in Prescott, Arizona is fully staffed and well equipped to handle a large volume of business. Our "Junction Office" is headed up by a Branch Manager with 20 years of escrow and related experience. The office is also supported by additional Escrow Officers and assistants with a combined 70 years of experience. The staff at our Junction Office handles a wide variety of real estate transactions, including but not limited to, residential resale, commercial resale, land acquisitions which also include A&D financing for real estate developers and land divisions and splits. Our office recently completed the Improvement of Park Avenue project, the Cargill Abandonment Project and the SR89A/Granite Dells Parkway Infrastructure project among others for The City of Prescott. We are very familiar with the processes and documentation needed to complete such projects in a timely fashion.

Yavapai Title Agency has 8 offices located throughout Yavapai County, all of which offer superior escrow services.

Yavapai Title Agency, Inc.
1235 East Gurley St.
Prescott, AZ 86301
Phone: (928) 776-7070 • Fax: (866) 895-0115
Where Excellence is Tradition

50 years of Excellence in your hometown
1963-2013
YAVAPAI TITLE AGENCY

Proposed Fee Schedule

The Offeror proposes the following rates for the specified products and services:

Product or Service	Rate
Each Preliminary Title Report with requirements and a commitment for Title Insurance	$ 400.00
Each Updated Title Report (no charge if Escrowed)	$ 50.00 each
Rate per parcel for Escrow Services	$ 275.00 flat rate
Rate per page for copies of Recorded Documents (NOT TO INCLUDE REQUIRED COPIES PROVIDED WITH EACH PRELIMINARY TITLE REPORT)	$ 1.00/page
Each Title Insurance Policy*	$ *see attached rate schedule/each
Hourly Rate for each Ownership Report	$ 75.00/hour
Document Recording Fee	$ 25.00 / document
Foreclosure / Condemnation Services	$ See Exhibit 'A"

*to calculate title policy fee, locate liability as listed in the far left column then locate coordinating "Standard Owner Policy" column as highlighted in yellow; multiply policy amount by 55% to obtain policy rate to be charged

Example: Amount to & Including $50,000, filed rate is $420 X 55% (proposed City of Prescott Rate) = $231 for title insurance policy

YAVAPAI TITLE AGENCY, INC. - Effective September 16, 2013
FIRST AMERICAN TITLE - Effective June 1, 2009
All Counties Except Maricopa, Pima, Pinal and Santa Cruz 9/13

Amount to & Including	Escrow Service (Eff 9/13)	Eagle Owner Policy 110%	Standard Owner Policy	Standard Loan Policy 80%	Extended Loan Policy 120%	Combo Ext Loan Policy 65%
50,000	315	462	420	336	504	273
51,000	315	466	424	339	509	276
52,000	315	472	429	343	515	279
53,000	315	479	435	348	522	283
54,000	315	485	441	353	529	287
55,000	315	490	445	356	534	289
56,000	315	495	450	360	540	293
57,000	315	504	458	366	550	298
58,000	315	508	462	370	554	300
59,000	315	514	467	374	560	304
60,000	315	518	471	377	565	306
61,000	325	525	477	382	572	310
62,000	325	531	483	386	580	314
63,000	325	536	487	390	584	317
64,000	325	543	494	395	593	321
65,000	325	548	498	398	598	324
66,000	325	553	503	402	604	327
67,000	325	560	509	407	611	331
68,000	325	567	515	412	618	335
69,000	325	572	520	416	624	338
70,000	325	576	524	419	629	341
71,000	335	583	530	424	636	345
72,000	335	590	536	429	643	348
73,000	335	594	540	432	648	351
74,000	335	600	545	436	654	354
75,000	335	606	551	441	661	358
76,000	335	611	555	444	666	361
77,000	335	617	561	449	673	365
78,000	335	624	567	454	680	369
79,000	335	630	573	458	688	372
80,000	335	636	578	462	694	376
81,000	350	640	582	466	698	378
82,000	350	647	588	470	706	382
83,000	350	651	592	474	710	385
84,000	350	659	599	479	719	389
85,000	350	664	604	483	725	393
86,000	350	669	608	486	730	395
87,000	350	674	613	490	736	398
88,000	350	680	618	494	742	402
89,000	350	688	625	500	750	406
90,000	350	693	630	504	756	410

Yavapai Title Agency, Inc.
1235 East Gurley St.
Prescott, AZ 86301
Phone: (928) 776-7070 • Fax: (866) 895-0115
Where Excellence is Tradition

Exhibit 'A'

402. LITIGATION GUARANTEE – NON-FORECLOSURE ACTION (05/2004; Amended 06/01/2009)

This guarantee will be issued for the benefit of an attorney conductions a non-foreclosure action, i.e. quite title, partition, etc. The premium for this guarantee is calculated on an 80% of the Basic Insurance Rate for the fair value of the property or estate involved. The premium includes one update at such time as a Lis Pendens is recorded.

Normally no cancellation of a premium shall be available after the issuance of the guarantee.

MINIMUM CHARGE:	$ 400.00 = Residential Property $ 700.00 = Commercial Property

FORMULA: 80% of Basic Insurance Rate for the full fair value = Premium

Lawyers Title
INSURANCE CORPORATION

October 7, 2014

The City of Prescott
ATTN: City Clerk
201 S. Cortez
Prescott, AZ 86303

To Whom It May Concern:

We at Lawyers Title of Arizona would like to submit the following bid for the Title and Escrow Services being solicited by The City of Prescott, Arizona. Whereas the bid included herein would be an agreement between the City and Lawyers Title of Arizona. We feel the benefit of such an agreement would be providing the City with unprecedented services and the backing of the largest title insurer in the nation.

The Prescott office location will be the hub of operations for the scope of the work provided to the City. The location of the office is 914 E. Gurley Street, Prescott, AZ 86301. All escrow and title services will be provided from this office. The individuals who are responsible for negotiations of any contract and who have the authority to bind the Company and the City into an agreement are:

Joshua Hall
Manager, Northern Region
Vice President
928-537-2941

Betsy LeTarte
Escrow Administrator
Vice President
928-634-3500

Daniel D. Gougler
Chief Title Officer
Vice President
928-537-2941

Kirsten Olson
Business Development Manager
928-776-7797

Lawyers Title
INSURANCE CORPORATION

The Project Teams assigned to the contract will be:

The Diana Coombs Team
1871 E. State Route 69
Prescott, AZ 86301
928-515-5098
928-771-7622 fax

Diana Coombs – Senior Escrow Officer
Karen Arthur – Escrow Officer
Judy Robertson – Escrow Officer
Alicia Lewis – Escrow Assistant

We feel we can meet the needs of the City as we have been involved in multiple projects in the area, county, state, and nation. Some are: The Williamson Valley Highway Expansion Project, the Yavapai County Juvenile Justice Facility, and many other commercial and residential projects in our town. In short, we have been the primary title providers for Yavapai County and the City of Cottonwood, the City of Flagstaff and Coconino County. We have the ability to insure very high liability projects, as well as insure easement, condemnation, and intergovernmental land swap transactions. Our staff is also experienced in dealing with government municipalities as we do work for the National Park Service and other government entities.

We at Lawyers Title propose to be a one stop shop for any of the title or escrow needs the city has. The project, when awarded to us will have a primary contact person to remove any question or confusion in tracking, placing, or completing orders. In essence you will have your own title officer assigned to you to cure any issues or clouds. Upon awarding the contract to Lawyers Title we will ask that an agreement be executed by ourselves and the City. This agreement will give us a greater flexibility in the rates we can offer. The initial discount we are allowed to quote before an agreement is a 40% reduction in Title and Escrow fees. Please see the attached rate summaries and outlines.

Thank you in advance for considering out bid. We are proud to be a part of the greater Prescott community and look forward to helping in its growth and prosperity.

Respectfully Submitted

Daniel D. Gougler

Daniel D. Gougler, CTO

Lawyers Title
INSURANCE CORPORATION

Sample of Rates

Liability Amount:	$0 - $30K
Escrow:	$400 less 40% = $240.00
Title:	$330 less 40% = $198.00

Total fees on a transaction up to $30,000 would be $438.00.

Liability Amount:	$100,001 - $110,000
Escrow:	$520 less 40% = $312.00
Title:	$709 less 40% = $426.00

Total fees within the range above would be $738.00

Attached is the full rate sheet for a more complete picture of our rates.

1500 East Woolford Road, Suite 102 · Show Low, AZ 85901 · Tel: 928.537.2941 · Fax: 928.537.1303

TRANSACTION AMOUNT Up to and Including	Basic Owner's Rate	Residential Owners (Basic Rate + $50)	Home-owners (Basic Rate x 110%)	Combo Loan Rate (Issued w/owners)	REFI (Residential Loan Rate)	Escrow Service (add $130 for ea. Loan)
0 - $30,000	330	380	363	330	330	400
30,001 - 40,000	380	430	418	330	330	450
40,001 - 50,000	430	480	473	330	330	460
50,001 - 60,000	480	530	528	330	330	470
60,001 - 70,000	530	580	583	345	330	480
70,001 - 80,000	580	630	638	377	348	490
80,001 - 90,000	630	680	693	410	378	500
90,001 - 100,000	680	730	748	442	408	510
100,001 - 110,000	709	759	780	461	426	520
110,001 - 120,000	737	787	811	480	443	530
120,001 -130,000	766	816	843	498	460	540
130,001 - 140,000	794	844	874	517	477	550
140,001 - 150,000	823	873	906	535	494	560
150,001 -160,000	851	901	937	554	511	570
160,001 - 170,000	880	930	968	572	528	580
170,001 - 180,000	908	958	999	591	545	590
180,001 - 190,000	937	987	1031	610	563	600
190,001 - 200,000	965	1015	1062	628	579	610
200,001 - 210,000	994	1044	1094	647	597	620
210,001 - 220,000	1,022	1072	1125	665	614	630
220,001 - 230,000	1,051	1101	1157	684	631	640
230,001 - 240,000	1,079	1129	1187	702	648	650
240,001 - 250,000	1,108	1158	1219	721	665	660
250,001 - 260,000	1,136	1186	1250	739	682	670
260,001 - 270,000	1,165	1215	1282	758	699	680
270,001 - 280,000	1,193	1243	1313	776	716	690
280,001 - 290,000	1,223	1273	1346	795	734	700
290,001 - 300,000	1,250	1300	1375	813	750	710
300,001 - 310,000	1,272	1322	1400	827	764	720
310,001 - 320,000	1,294	1344	1424	842	777	730
320,001 - 330,000	1,316	1366	1448	856	790	740
330,001 - 340,000	1,338	1388	1472	870	803	750
340,001 - 350,000	1,360	1410	1496	884	816	760
350,001 - 360,000	1,382	1432	1521	899	830	770
360,001 - 370,000	1,404	1454	1545	913	843	780
370,001 - 380,000	1,426	1476	1569	927	856	790
380,001 - 390,000	1,148	1198	1263	747	689	800
390,001 - 400,000	1,470	1520	1617	956	882	810
400,001 - 410,000	1,492	1542	1642	970	896	820
410,001 - 420,000	1,514	1564	1666	985	909	830
420,001 - 430,000	1,536	1586	1690	999	922	840
430,001 - 440,000	1,558	1608	1714	1013	935	850
440,001 - 450,000	1,580	1630	1738	1027	948	860
450,001 - 460,000	1,602	1652	1763	1042	962	870
460,001 - 470,000	1,624	1674	1787	1056	975	880
470,001 - 480,000	1,646	1696	1811	1070	988	890
480,001 - 490,000	1,668	1718	1835	1085	1001	900
490,001 - 500,000	1,690	1740	1859	1099	1014	910
500,001 - 510,000	1,712	1762	1884	1113	1028	920
510,001 - 520,000	1,734	1784	1908	1128	1041	930
520,001 - 530,000	1,756	1806	1932	1142	1054	940
530,001 - 540,000	1,778	1828	1956	1156	1067	950

TRANSACTION AMOUNT Up to and Including	Basic Owner's Rate	Residential Owners (Basic Rate + $50)	Home-owners (Basic Rate x 110%)	Combo Loan Rate (Issued w/owners)	REFI (Residential Loan Rate)	Escrow Service (add $130 for ea. Loan)
540,001 - 550,000	1,800	1,980	1,980	1,170	990	960
550,001 -560,000	1,822	2,005	2,005	1,185	1,002	970
560,001 - 570,000	1,844	2,029	2,029	1,199	1,014	980
570,001 - 580,000	1,866	2,053	2,053	1,213	1,026	990
580,001 - 590,000	1,888	2,077	2,077	1,228	1,038	1,000
590,001 - 600,000	1,910	2,101	2,101	1,242	1,051	1,010
600,001 - 610,000	1,932	2,126	2,126	1,256	1,063	1,020
610,001 - 620,000	1,954	2,150	2,150	1,271	1,075	1,030
620,001 - 630,000	1,976	2,174	2,174	1,285	1,087	1,040
630,001 - 640,000	1,998	2,198	2,198	1,299	1,099	1,050
640,001 - 650,000	2,020	2,222	2,222	1,313	1,111	1,060
650,001 - 660,000	2,042	2,247	2,247	1,328	1,123	1,070
660,001 - 670,000	2,064	2,271	2,271	1,342	1,135	1,080
670,001 - 680,000	2,086	2,295	2,295	1,356	1,147	1,090
680,001 - 690,000	2,108	2,319	2,319	1,371	1,159	1,100
690,000 - 700,000	2,130	2,343	2,343	1,385	1,172	1,110
700,001 - 710,000	2,152	2,368	2,368	1,399	1,184	1,120
710,000 - 720,000	2,174	2,392	2,392	1,414	1,196	1,130
720,001 - 730,000	2,196	2,416	2,416	1,428	1,208	1,140
730,001 - 740,000	2,218	2,440	2,440	1,442	1,220	1,150
740,001 - 750,000	2,240	2,464	2,464	1,456	1,232	1,160
750,001 - 760,000	2,262	2,489	2,489	1,471	1,244	1,170
760,001 - 770,000	2,284	2,513	2,513	1,485	1,256	1,180
770,001 - 780,000	2,306	2,537	2,537	1,499	1,268	1,190
780,001 - 790,000	2,328	2,561	2,561	1,514	1,280	1,200
790,001 - 800,000	2,350	2,585	2,585	1,528	1,293	1,210
800,001 - 810,000	2,372	2,610	2,610	1,542	1,305	1,220
810,001 - 820,000	2,394	2,634	2,634	1,557	1,317	1,230
820,001 - 830,000	2,416	2,658	2,658	1,571	1,329	1,240
830,001 - 840,000	2,438	2,682	2,682	1,585	1,341	1,250
840,001 - 850,000	2,460	2,706	2,706	1,599	1,353	1,260
850,001 - 860,000	2,482	2,731	2,731	1,614	1,365	1,270
860,001 - 870,000	2,504	2,755	2,755	1,628	1,377	1,280
870,001 - 880,000	2,526	2,779	2,779	1,642	1,389	1,290
880,001 - 890,000	2,548	2,803	2,803	1,657	1,401	1,300
890,001 - 900,000	2,570	2,827	2,827	1,671	1,414	1,310
900,001 - 910,000	2,592	2,852	2,852	1,685	1,426	1,320
910,001 - 920,000	2,614	2,876	2,876	1,700	1,438	1,330
920,001 - 930,000	2,636	2,900	2,900	1,714	1,450	1,340
930,001 - 940,000	2,658	2,924	2,924	1,728	1,462	1,350
940,001 - 950,000	2,680	2,948	2,948	1,742	1,474	1,360
950,001 - 960,000	2,702	2,973	2,973	1,757	1,486	1,370
960,000 - 970,000	2,724	2,997	2,997	1,771	1,498	1,380
970,001 - 980,000	2,746	3,021	3,021	1,785	1,510	1,390
980,001 - 990,000	2,768	3,045	3,045	1,800	1,522	1,400
990,001 - 1,000,000	2,790	3,069	3,069	1,814	1,535	1,410

Title Rates in Excess of $1,000,000	
$1,000,001 - $5,000,000	Add $16.50 per $10,000 or fraction thereof
Escrow Rates in Excess of $1,000,000	
$1,000,001 - $5,000,000	Add $8.00 per $10,000 or fraction thereof
Over $5,000,000	Add $7.00 per $10,000 or fraction thereof

EXPLANATION OF RATES

1. Owner's Policies may be issued for the full value of the property including encumbrances.
2. Extended Coverage Owner's Policies are available at 155% of the Owner's rate. ALTA survey required.
3. Lender's Policies are issued for not less than the amount of the loan.
4. When an Owner's and Standard Form Lender's Policy covering identical land are issued in combination, the Owner's rate, plus $100 is applicable. Under similar conditions an ALTA Form Lender's Policy will be issued for an additional charge equal to 65% of the Owner's rate. The above combination rates are available only if the amount of the Lender's Policy is not in excess of the Owner's Policy.
5. Special rates are available for investors, builders and subdividers. Other discounts for qualified persons may be available, please contact your escrow professional.
6. When combining a sale and a loan escrow covering identical property our fee for escrow service will be the foregoing escrow rate plus $130 per loan transaction.
7. Special loan escrow rates are available for loan only transactions.
8. In the event of a "short sale" a short sale seller's transaction (escrow) fee will apply. Please contact your escrow professional to obtain a fee quote.
9. The scheduled rates do not include costs of surveys or special inspections.
10. If the transaction is cancelled after the order is entered, a reasonable charge may be made depending on work done and progress of the order.
11. Lawyers Title reserves the right to make additional work charges or other charges based upon special services.

The Title Insurance and Escrow Rates herein are abstracted from the rate schedules of Commonwealth Land Title Insurance Company and Lawyers Title of Arizona, Inc., respectively filed with the Department of Insurance and the Department of Financial Institutions of the State of Arizona as required by Arizona Revised Statutes.

www.lawyerstitlenaz.com

Lawyers Title of Arizona, Inc.
Northern Arizona Corporate Office
1500 E Woolford Rd, Ste. 102
Show Low, AZ 85901
Ph: 928.537.2941 Fax: 928.537.1303

Lawyers Title | Commonwealth Land Title Insurance Company

Lawyers Title™

www.lawyerstitlearizona.com

RATE SCHEDULE
For the following counties:
APACHE
COCONINO
NAVAJO
YAVAPAI

EFFECTIVE DATE:
ESCROW RATES – SEPTEMBER 18, 2014
TITLE RATES – SEPTEMBER 19, 2014

Locations:

Coconino County
Flagstaff . . . . (928) 779-5503

Navajo/Apache County
Heber/Overgaard . . . . . . (928) 535-5925
Pinetop . . . . (928) 358-1159
Pinetop Lakes . . . . (928) 369-2026
Show Low . . . . (928) 537-2941
Snowflake . . . . (928) 536-7778

Yavapai County
Cottonwood/Sedona . . . . . . (928) 634-3500
Prescott . . . . (928) 776-7797
Prescott Frontier . . . . . . (928) 515-5098

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 11-18-14

DEPARTMENT: Public Works

AGENDA ITEM: Award of Contract No. 2015-074 for the FY 2015 Sidewalks Repair Project to Tri-Com Corporation, in the amount of $195,526.65 (Streets Fund)

Approved By:		**Date:**
Director:	Hash, Henry	11/05/2014
City Manager:	McConnell, Craig	11/10/2014

Item Summary

This item will award a contract to repair and replace deteriorated sidewalks in the downtown area.

Background

The Public Works Department previously conducted a condition assessment of sidewalks in the downtown area. The assessment focused on the area bound on the north by Sheldon Street, to the east by Mt. Vernon Avenue, to the south by Leroux Street, and to the west by McCormick Street.

This second rehabilitation project includes replacement of approximately 12,000 square feet of deteriorated sidewalks, and upgrading 26 handicap ramps.

The project solicitation included a Base Bid and two Additive Alternates:

Base Bid	Willis Street, N. Alarcon Street, N. Pleasant Street, S. Marina Street, S. Cortez Street, N. Granite Street
Additive Alternate No. 1	S. Pleasant Street
Additive Alternate No. 2	S. Montezuma Street

Bid Results

A mandatory pre-bid meeting was held on October 16, 2014; four bids were received and opened on October 30, 2014, as follows:

Base Bid

Bidder	Location	Total Bid
Tri-Com Corporation	Tempe, AZ	$153,475.00
Koyuk General Contractors, Inc.	Prescott Valley, AZ	$158,700.00
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	$171,305.00
LB Contracting, LLC	Prescott, AZ	$186,020.00

Engineer's Estimate – Base Bid $189,525.00

Additive Alternate No. 1 – S. Pleasant Street:

Bidder	Location	Total Bid
Tri-Com Corporation	Tempe, AZ	$23,387.20
Koyuk General Contractors, Inc.	Prescott Valley, AZ	$25,713.10
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	$33,071.50
LB Contracting, LLC	Prescott, AZ	$25,981.80

Engineer's Estimate – Additive Alternate No. 1 $26,060.50

Additive Alternate No. 2 – N. Pleasant Street:

Bidder	Location	Total Bid
Tri-Com Corporation	Tempe, AZ	$18,664.45
Koyuk General Contractors, Inc.	Prescott Valley, AZ	$25,612.00
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	$30,584.00
LB Contracting, LLC	Prescott, AZ	$23,631.00

Engineer's Estimate – Additive Alternate No. 2 $23,075.00

Written confirmation of their bid has been received from the low, responsive, responsible bidder, Tri-Com Corporation. Verification of the company's license, bonding, references, and past performance of similar projects has been completed. The total of the Base Bid and Additive Alternates No. 1 and No. 2 is within the approved budget.

The recommendation is to award the Base Bid and Additive Alternates No. 1 and No. 2 in the total amount of $195,526.65 to Tri-Com Corporation.

Project Schedule

The contract allows sixty (60) calendar days for completion of the work, with project milestones listed below:

Award of Contract	November 18, 2014
Pre-Construction Meeting	Week of February 4, 2015
Notice to Proceed (NTP)	Week of February 16, 2015
Substantial Project Completion	Week of April 18, 2015

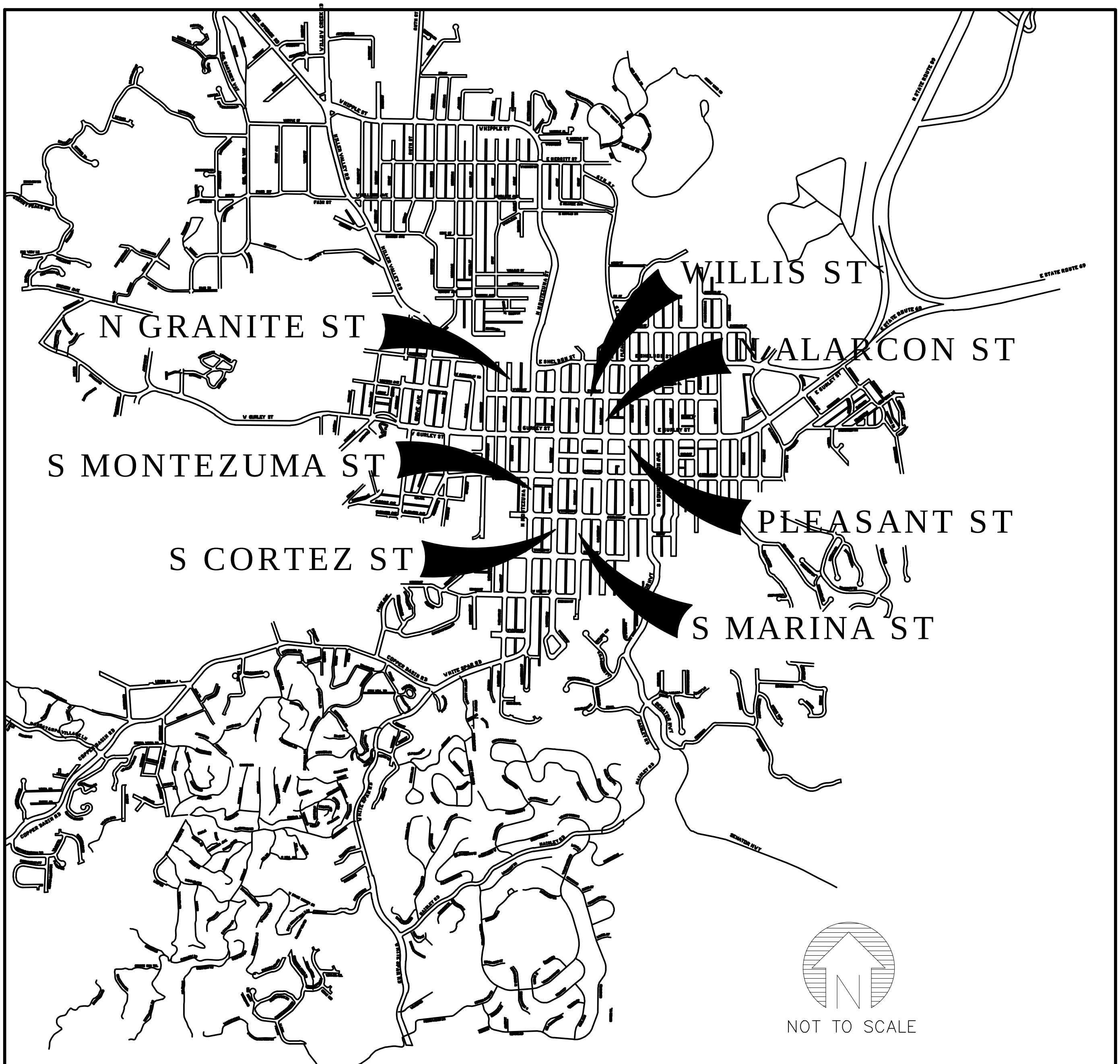
Financial Impact

FY 2015 funding for this project is available from the One-Cent Sales Tax for Streets and Open Space Fund.

Attachments

1. FY 2015 Sidewalks Vicinity Map

Recommended Action: MOVE to award the Base Bid and Additive Alternates No. 1 and No. 2 for the FY 2015 Sidewalks Repair Project to Tri-Com Corporation, in the amount of $195,526.65 (City Contract No. 2015-074).



PROJECT VICINITY MAP

FY 2015 SIDEWALKS REPAIR PROJECT

CITY OF PRESCOTT
PUBLIC WORKS DEPARTMENT

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 11-18-14

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2015-068 to Controls West, Inc., for SCADA Citect services and licensing in an amount not to exceed $45,543.55 (Water and Wastewater Funds)

Approved By: **Date:**

Director:	Hash, Henry	11/10/2014
City Manager:	McConnell, Craig	11/10/2014

Item Summary

This item is to award a bid and contract to Controls West, Inc., of Mesa, Arizona, for specialized Supervisory Control and Data Acquisition (SCADA) program development. Controls West, Inc., is the only authorized Citect SCADA distributor in the region.

Background

The City's water and wastewater systems are comprised of over 150 remote facilities. The Utilities Division presently monitors and controls these facilities using Spatia, a proprietary 33-year old communications system that is obsolete and increasingly unreliable. City departments (Regional Communications, Information Technology, and the Utilities Division) have been working on a SCADA master plan to replace it. The new SCADA Citect system is non-proprietary, scalable, and expandable to address all of the Division's needs. With the assistance of Controls West, Inc., the Spatia system will be replaced with one that:

- reduces the need for service contracts requiring 24/7 support
- increases reliability in system operations and communications
- reduces overtime by personnel responding to false alarms during evenings and weekends
- minimizes environmental threats and utility service disruptions by implementing a real time alarm system notifying personnel of a failure at a remote site with greater reliability and efficiency
- tracks real time feedback and recording historical data used in predictive maintenance, water quality requirements, and energy savings

- prevents premature equipment failure through more timely response
- remotely controls and communicates with isolated facilities to monitor site security and equipment functionality (on/off, run time, pump starts, temperature, station pressures, etc.)

Procurement

The City elected Citect after researching the costs, software support, and functionality of all other platforms. Subsequent to the Citect decision, various water and wastewater facilities have been equipped with Citect through capital improvement projects. Continued implementation of Citect will standardize the SCADA software. Controls West, Inc., the region's only Citect software distributor, was selected for completion of this project due to their particular expertise with the Citect platform.

Schedule

This contract for Citect services and licensing is estimated to be completed within four (4) months of a December 2014 start date. The Water and Wastewater SCADA master plan, to be implemented throughout the utility system over the next 3-4 years, will necessitate additional expenditure authorizations by Council during this period.

Financial Impact

FY 2015 funding for this project is available in the Water and Wastewater Funds.

Attachments

1. Controls West, Inc., Quotation
2. Authorized Citect Distributor Letter for Controls West, Inc.

Recommended Action: MOVE to award City Contract No. 2015-068 to Controls West, Inc., for SCADA Citect services and licensing in an amount not to exceed $45,543.55.

Quotation

Andy Hutson
Controls West, Inc.
3405 N. Norfolk
Mesa, AZ 85215

Tel: 480.894.5451
Fax: 480.894.6267
E-mail : andy@controlswest.com

Customer Details		Quotation	
Name :	**Scott Ketchmark**	Reference :	**Q062413AH1a**
Company :	**City of Prescott, Public Works**		
Address :	**1481 Sundog Ranch Rd.**	*Quotation Date :*	**24-Sep-2014**
	Prescott, AZ 86301		
		Quote From :	**Andy Hutson**
Tel No.:	(928) 777-1118		**SCADA MASTER PLAN, PHASE 1**
Fax No.:	(928) 771-5877		**Citect programming/consultation services**
Email:	scott.ketchmark@prescott-az.gov		**Licensing upgrades, project consolidation, etc.**

ITEM NO.	QTY.	ITEM DESCRIPTION	PRICE EACH	TOTAL
01	2	Upgrade 1500 point Full license to 5000 points	$ 2,256.00	$4,512.00
02	2	Upgrade 5000 point Full license to Unlimited points	$1,396.00	$2,792.00
03	4	Control Clients, unlimited point count (can be deployed as Local or Web) Floating licenses (added to existing server keys), with redundancy support	$3,390.00	$13,560.00
04	2	Labor (days): Upgrade Water Plant system from version 5.42 to version 7.30 Includes moving customized graphics out of Include projects and into User project, updating cicode files to compensate for obsolete or changed functions. Verify clean compile and proper operation.	$1,000.00	$2,000.00
05	9	Labor (days): Combine Water Plant and Chino projects Includes merging all project materials and databases, reworking visual style of Water Plant screens (qty. 66) to be more consistent with Chino, design new top-level menu(s) for unified system, retrofit unified system for true redundant operation, deploy on new server-class PCs, verify operation and failover functionality.	$1,000.00	$9,000.00
06	5	Labor (days): Win911 Alarm Annunciator retrofit Includes merging of the two existing systems in parallel with unified Citect, Reconcile redundancy failover function, redeploy on two server PCs, test	$1,000.00	$5,000.00
07	4	Labor (days): Templatize field site RTU/PLC and graphic screens Includes establishment of a uniform tag naming convention and structure, reusable graphic symbols and screens with embedded labor-saving features	$1,000.00	$4,000.00
08	3	Labor (days): User orientation, key updating, troubleshooting, meetings, etc.	$1,000.00	$3,000.00
			Applicable Taxes	1,679.55
			Total Net in USD	$45,543.55

Approx Delivery: TBD

Direct all queries to: Andy Hutson

Phone: 480.894.5451
e-mail: andy@controlswest.com

By: Andy Hutson
Applications Engineer

Controls West, Inc.
3045 N Norfolk
Mesa, AZ 85215
Phone: 480-894-5451 Fax: 480-894-6267

29 October 2014

Scott Ketchmark
Water Operations Superintendent, City of Prescott
scott.ketchmark@prescott-az.gov
(928) 777-1118

Mr. Ketchmark,

Thank you for considering Controls West as provider for your SCADA-related services for your upcoming SCADA Integration & Improvement project. I'd like to outline our unique qualifications for this project:

I have been Controls West's SCADA specialist for 12+ years running, and have been working with the Citect software in a technical capacity for 19 years--probably longer than anyone else in the region. Other integrators and service providers call me for technical assistance and advice.

I have years of SCADA experience in Municipal Water & Wastewater. (ref.: City of Tempe, City of Flagstaff, City of Douglas, City of Deming NM)

I am the only person in the region who is factory-authorized to teach the manufacturer's official 4-day application development training course, and has been providing that resource for many years.

Controls West is the only Authorized Citect Distributor in the region, so all Citect-related sales go through us anyway.

I hope this makes a good case for me and for Controls West. I look forward to working with you.
Thank you for your time and consideration,

Andy Hutson

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 11-18-14

DEPARTMENT: Finance

AGENDA ITEM: Public hearing for the City of Prescott, Arizona, Water and Wastewater Rate Study Report (October 13, 2014) pursuant to Arizona Revised Statutes §9-511.01

Approved By:		**Date:**
Director:	Woodfill, Mark	11/06/2014
City Manager:	McConnell, Craig	11/10/2014

Item Summary

This is the public hearing to receive comments on the Water and Wastewater Rate Study Report (October 13, 2014), and proposed rate adjustments which were released to the public on October 14, 2014. ARS 9-511.01 requires one public hearing, however, additional public meetings were held on October 28th, November 4th, and November 6th, to more fully publicize the Rate Report findings and recommendations.

Background

To adopt utility rates, the City of Prescott is mandated to develop a report consistent with Arizona Revised Statutes §9-511.01. The legislation requires specific timeframes between publication/notice of intent, public hearing, and Council consideration of the Rate Report. This public hearing on the Rate Report is a mandatory component of the legislation. Council consideration of adoption of the modified utility rates is scheduled for December 2, 2014.

Attachments

1. Utility Rate Meeting Schedule

Recommended Action: Conduct the public hearing; no other formal Council action is necessary at this time.

City of Prescott
Water and Wastewater Rate Update Meetings

All meetings held in City Council Chambers, 201 S. Cortez Street	
October 28, 2014 at 6:00 PM	Presentation by City staff of rate update and receive public comments
November 4, 2014 at 3:00 PM	Presentation by Raftelis Financial Consultants on rate update and receive public comments
November 6, 2014 at 6:00 PM	Presentation by City staff of rate update and receive public comments
November 18, 2014 at 3:00 PM	Presentation by Raftelis Financial Consultants on rate update and **Public Hearing on proposed rates**
December 2, 2014 at 3:00 PM	City Council consideration of ordinance adjusting water and wastewater rates.

The Water and Wastewater Rate Study Report is available for review at City Hall and on the City's website at **prescott-az.gov**