PRESCOTT CITY COUNCIL MEETING AGENDA

COMBINED STUDY SESSION & VOTING MEETING AGENDA

TUESDAY, NOVEMBER 15, 2016, 3:00 PM

Council Chambers, 201 S. Cortez Street
Prescott AZ 86303
(928) 777-1100

Harry Oberg, Mayor

Jim Lamerson, Mayor Pro Tem	Billie Orr, Councilwoman
Steve Blair, Councilman	Steve Sischka, Councilman
Greg Lazzell, Councilman	Jean Wilcox, Councilwoman

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

1. CALL TO ORDER

2. INTRODUCTIONS

3. INVOCATIONS

Rev. Jay Wilcher, First Congregational United Church of Christ

4. PLEDGE OF ALLEGIANCE

Mayor Oberg

5. ROLL CALL

6. ANNOUNCEMENTS

7. PROCLAMATIONS

A. Proclaiming November 28, 2016, as Small Business Saturday

8. CONSENT AGENDA

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately.

A. Approval of City Contract No. 2017-162 with Simpson Norton Corporation, for the purchase of one (1) ea. Toro ProCore 864 and one (1) ea. Toro Pro Sweep, using Mohave Educational Services Cooperative, Inc., Contract No. 15G-SNC-0824 pricing, in the estimated amount of $43,290.53 (Golf Course Fund)

B. Adoption of Ordinance No. 5011-1549, accepting a sewer line easement from James 110 Investments, LLC, for sewer infrastructure for the Airport Trunk Main Project

ORDINANCE NO. 5011-1549 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A SEWER EASEMENT DEDICATION FROM JAMES 110 INVESTMENTS, LLC, AND ABANDONMENT OF THE SEWER EASEMENT AS RECORDED IN BOOK 1070 PAGE 277 WITH THE YAVAPAI COUNTY RECORDERS OFFICE, AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT DEDICATION AND ABANDONMENT.

C. Acceptance of Arizona Department of Homeland Security Grants in the amount of $37,600.00, and approval to purchase ten (10) ea. Ballistic Vests and eighteen (18) ea. Ballistic Helmets from FX Tactical, LLC, for the City's Police Department SWAT Team and Special Operations Bureau (Grants Fund)

D. Approval to renew training grant from the Arizona Governor's Office for Children, Youth, and Families for sexual assault training in the amount of $16,900.00 (Grants Fund)

Recommended Action: MOVE to approve Consent Agenda Items 8.A. through 8.D.

9. REGULAR AGENDA

A. Public Hearing and adoption of Ordinance No. 5010-1548 for a proposed amendment to Article 4, Sections, 4.9.3.B.5, and 4.9.3.F of the Land Development Code (LDC16-001); amending the density and dimensional standards for multi-family dwellings and residential setbacks in the Downtown Business District (DTB)

ORDINANCE NO. 5010-1548 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE PRESCOTT LAND DEVELOPMENT CODE ARTICLE 4 SECTION 4.9 (DOWNTOWN BUSINESS), SUB-SECTION 4.9.3 (DENSITY AND DIMENSIONAL STANDARDS), PARAGRAPH B5 (MULTI-FAMILY DWELLINGS) AND PARAGRAPH F (MINIMUM SETBACKS).

Recommended Action: MOVE ***to adopt Ordinance No. 5010-1548.***

B. Adoption of Ordinance No. 5015-1553, authorizing amendments to Land Development Code Article 6, Section 6.12. Signs, changing the method of calculating permitted permanent and temporary signs for commercial and residential zoning districts

ORDINANCE NO. 5015-1553 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE PRESCOTT LAND DEVELOPMENT CODE ARTICLE 6, SECTION 6.12 SIGNS, DELETING TABLES 6.12.5A, 6.12.5B, 6.12.5C AND 6.12.5D, AND REPLACING THEM WITH A NEW SECTION 6.12.5, AMENDING THE LANGUAGE OF SECTIONS 6.12.9, 6.12.10 AND AMENDING TABLE 6.12.14.

Recommended Action: MOVE ***to adopt Ordinance No. 5015-1553.***

C. Approval of City Contract No. 2017-182 with VenTek-International for the purchase of seven (7) parking pay stations, in an estimated amount of $101,470.00 (General Fund)

Recommended Action: MOVE ***to approve City Contract No. 2017-182.***

D. Award of City Contract No. 2017-172 to Asphalt Paving & Supply, Inc., for the Alarcon Streetscape Improvement Project, in the amount of $995,995.95 (Streets Fund)

Recommended Action: MOVE ***to award City Contract No. 2017-172.***

E. Award of City Contract No. 2017-176 to Selectron Technologies, Inc., for use of Interactive Voice Response System Software to manage all telephonic inspection requests for Building Safety, Public Works, Fire, and Code Enforcement inspection activities, in the amount of $181,440.00 (General Fund; Streets Fund; Wastewater Fund; Water Fund)

Recommended Action: MOVE ***to award City Contract No. 2017-176.***

10. STUDY SESSION AGENDA

A. Presentation and discussion of comprehensive code enforcement service delivery process

B. Discussion and direction regarding customer service training options to reinforce a service-oriented City culture

C. Presentation and discussion of GPREP funding options

11. 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 consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));

(iii) 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));

(iv) 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));

(v) 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);

(vi) 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/TYPE: **COMBINED STUDY SESSION & VOTING MEETING**
11-15-16

DEPARTMENT: **Recreation Services**

AGENDA ITEM: Approval of City Contract No. 2017-162 with Simpson Norton Corporation, for the purchase of one (1) ea. Toro ProCore 864 and one (1) ea. Toro Pro Sweep, using Mohave Educational Services Cooperative, Inc., Contract No. 15G-SNC-0824 pricing, in the estimated amount of $43,290.53

FUNDING SOURCE: Golf Course Fund

Approved By: Michael Lamar, City Manager

Item Summary

This item is for the purchase of one (1) Toro ProCore 864 and one (1) Toro Pro Sweep using the Mohave Educational Services Cooperative, Inc., (Mohave) Contract No. 15G-SNC-0824 pricing. Mohave, as the lead agency for the contract, uses a competitive solicitation process that meets the purchasing requirements of the City and State of Arizona. City expenditures are estimated at $43,290.53.

Background

The ProCore 864 Aerator will replace the current machine that is over 10 years old. The current machine is pieced together from other machines and has a high maintenance cost per year. With the purchase of a new machine it will be more efficient, cost productive, and will save time in the aerification process.

The Pro Sweep is a new addition that will be used alongside the ProCore. The ProSweep breaks up the aerification plugs and speeds up the process which allows the courses to open sooner after aerification takes place.

Both machines will be used several times a year on both the North and South golf courses.

Mohave solicited for bids in June, 2015, for utility vehicles, tractors, golf carts, grounds maintenance vehicles, equipment, and services. The successful bidder was Simpson Norton Corporation. Mohave meets all Arizona procurement rules. As a municipality, the City of Prescott, may "piggy-back" on the Simpson Norton Contract authorized by Mohave's procurement process.

AGENDA ITEM: Approval of City Contract No. 2017-162 with Simpson Norton Corporation, for the purchase of one (1) ea. Toro ProCore 864 and one (1) ea. Toro Pro Sweep, using Mohave Educational Services Cooperative, Inc., Contract No. 15G-SNC-0824 pricing, in the estimated amount of $43,290.53

Financial Impact

Funding is available through the Golf Course Maintenance budget in the amount of $43,290.53.

Attachments

1. Toro Quotation, dated November 3, 2016

Recommended Action: MOVE to approve City Contract No. 2017-162

Quotation

November 3, 2016

SIMPSON NORTON
The Service Network

TORO

Customer Information:
Antelope Hills GC
Jerry Walsh
5930 Wilkinson Drive
Prescott, AZ 86301
928-308-1153
jerry.walsh@cityofprescott.net

Quote ID #	**2086058**
Payment terms	**Net 30 days**
Delivery	30-45 days
Quote Expire Date	30 days
Special Note/Contract	Mohave Contract #15G-SNC-0824

Qty	Model Number	Description	Unit Price	Extension
1	09715	Toro ProCore 864 Aerator	$25,492.42	$25,492.42
4	09797	3 Tine 7/8" Head Set HD	$163.44	$653.76
1	120-1057	GUARD-TURF, 3-TINE (RH)	$69.96	$69.96
1	120-1058	GUARD-TURF, 3-TINE (LH)	$69.96	$69.96
2	120-1044	GUARD-TURF, 3-TINE (SHORT)	$34.45	$68.90
24	108-9265	TINE-HD 7/8 MT (575-7)	$6.38	$153.12
1	09220	Windrower Kit	$413.68	$413.68
	subtotal	$26,921.80		
1	07068	Toro Pro Sweep	$11,392.96	$11,392.96
1	07228	High Flow Hydraulics Kit - Obsolete when sold out	$1,681.30	$1,681.30
1	107-1370	WHEEL SCRAPER	$215.74	$215.74
1	T0000-3423	JACK-SIDEWIND	$58.46	$58.46
	subtotal	$13,348.46		

TOTALS	
Equipment Total	$40,270.26
Estimated Sales/Use Tax	$3,020.27
Total	**$43,290.53**

Attachment: Toro Quotation, dated November 3, 2016 (1180 : Golf Course Equipment Purchase)

Fred Balzarini, SCPS
Territory Manager
602-708-6950
fred.balzarini@simpsonnorton.com

Simpson Norton Corporation
4144 South Bullard Avenue
Goodyear, AZ 85338

www.simpsonnorton.com

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPE: **COMBINED STUDY SESSION & VOTING MEETING 11-15-16**

DEPARTMENT: **Public Works**

AGENDA ITEM: Adoption of Ordinance No. 5011-1549, accepting a sewer line easement from James 110 Investments, LLC, for sewer infrastructure for the Airport Trunk Main Project

Approved By: Michael Lamar, City Manager

Item Summary

This item is to accept a sewer line easement from James 110 Investments, LLC, for sewer infrastructure installation in the Walden Ranch Subdivision, south along Larry Caldwell Drive, and abandonment of an existing, adjacent sewer easement.

Background

As part of the Airport Trunk Main Phase A Project going through the Walden Ranch subdivision, the sewer main is being upgraded and relocated within Larry Caldwell Drive, as shown on the Walden Ranch Final Plat. As the existing sewer easement will no longer be used for its intended purpose, the City will also be abandoning the existing sewer easement as recorded in Book 1070 Page 277, Yavapai County Recorder's office.

Financial Impact

This easement is being dedicated to the City at no cost, pursuant to the Land Development Code.

Attachments

1. Ordinance No. 5011-1549
2. Aerial Map
3. Map of Dedication Airport Trunk Main

Recommended Action: MOVE to adopt Ordinance No. 5011-1549.

ORDINANCE NO. 5011-1549

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A SEWER EASEMENT DEDICATION FROM JAMES 110 INVESTMENTS, LLC, AND ABANDONMENT OF THE SEWER EASEMENT AS RECORDED IN BOOK 1070 PAGE 277 WITH THE YAVAPAI COUNTY RECORDERS OFFICE, AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT DEDICATION AND ABANDONMENT.

RECITALS:

WHEREAS, the City Council has determined that a certain sewer easement dedication is needed by the City, and the acceptance of this sewer easement will be in the best interests of the health, safety, and welfare of the City of Prescott.

WHEREAS, the City Council has determined that abandonment of that certain sewer easement as recorded in Book 1070 Page 277, Yavapai County Recorder's Office is in keeping with the terms of said document.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the sewer easement dedication and agrees to accept said easement from James 110 Investments, LLC, pursuant to the terms and conditions as set forth in the Map of Dedication Airport Trunk Main dated October 17, 2016.

SECTION 2. THAT the City Council hereby abandons the sewer easement described in Book 1070 Page 277 Yavapai County Recorders Office.

SECTION 2. THAT, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing easement dedication, and abandonment and recordation of the easement documents.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _______ day of _____________________, 2016.

Harry B. Oberg, Mayor

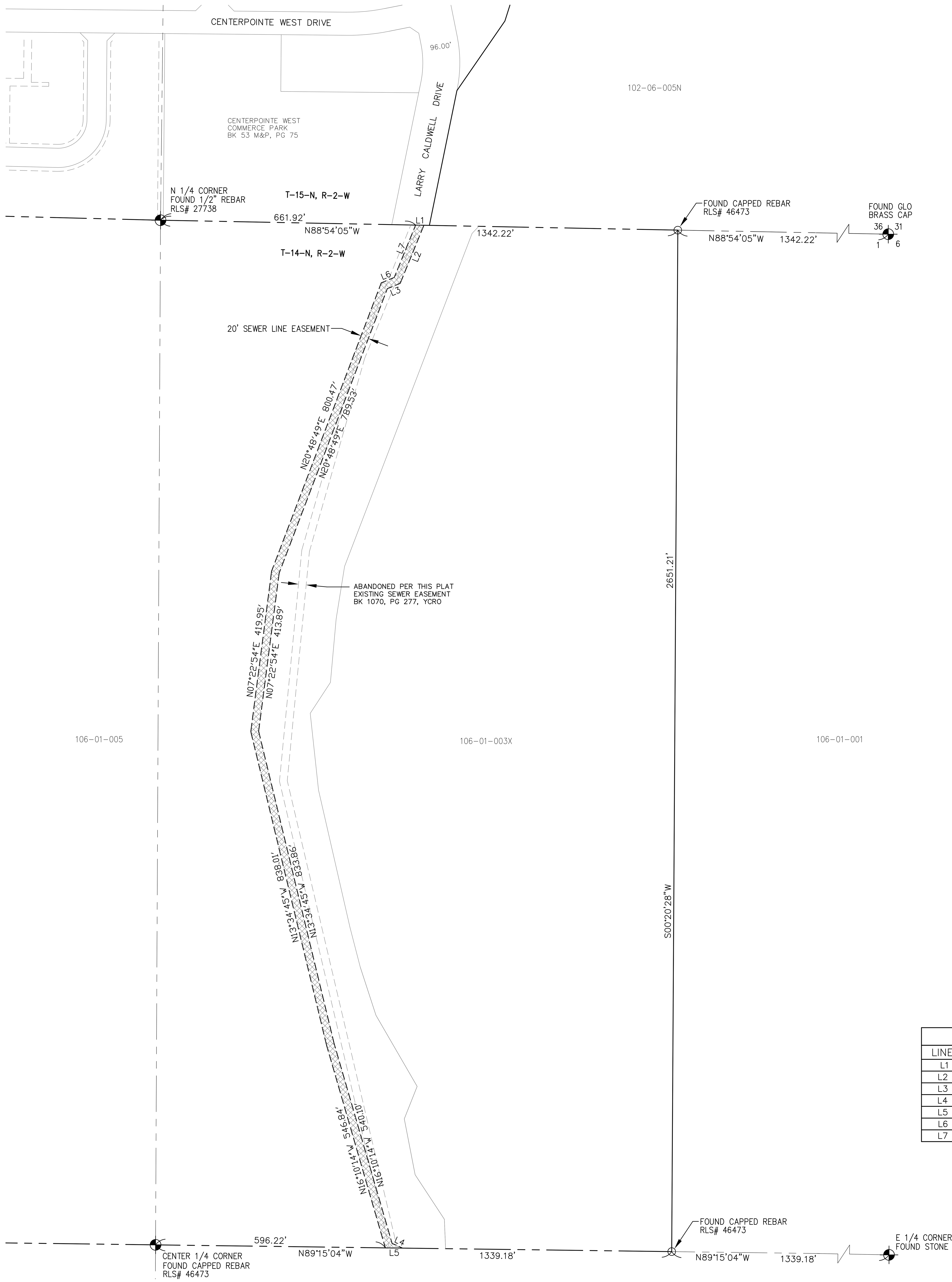
ATTEST: APPROVED AS TO FORM:

DANA DeLONG, City Clerk JON PALADINI, City Attorney

Aerial Map of Easement Area

Sewer Easement

Attachment: Aerial Map (1196 : Airport Trunk Main Sewer Easement)



MAP OF DEDICATION
AIRPORT TRUNK MAIN

LOCATED IN SECTION 1
TOWNSHIP 14 NORTH, RANGE 2 WEST,
GILA AND SALT RIVER BASE AND MERIDIAN,
YAVAPAI COUNTY, ARIZONA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT, JAMES 110 INVESTMENT LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS SOLE OWNER OF THAT CERTAIN REAL PROPERTY SITUATED WITHIN YAVAPAI COUNTY, ARIZONA, HEREBY DEDICATES TO THE CITY OF PRESCOTT A SEWER LINE EASEMENT, FOR SEWER INFRASTRUCTURE PURPOSES, THAT PORTION IN SECTION 1, TOWNSHIP 14 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, AS SHOWN HEREON.

JAMES 110 INVESTMENT LLC

BY : ______________________________
JIM CHAMBERLAIN

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF YAVAPAI)

ON THIS ______ DAY OF ________________, 2016, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR JIM CHAMBERLAIN, WHO ACKNOWLEDGED HIMSELF TO BE ______________ OF JAMES 110 INVESTMENT LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AS SUCH OFFICER, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BEING DULY AUTHORIZED TO SO DO.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

____
NOTARY PUBLIC

MY COMMISSION EXPIRES: __________________________

APPROVALS

APPROVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF PRESCOTT ON THIS _____ DAY OF ________________, 2016.

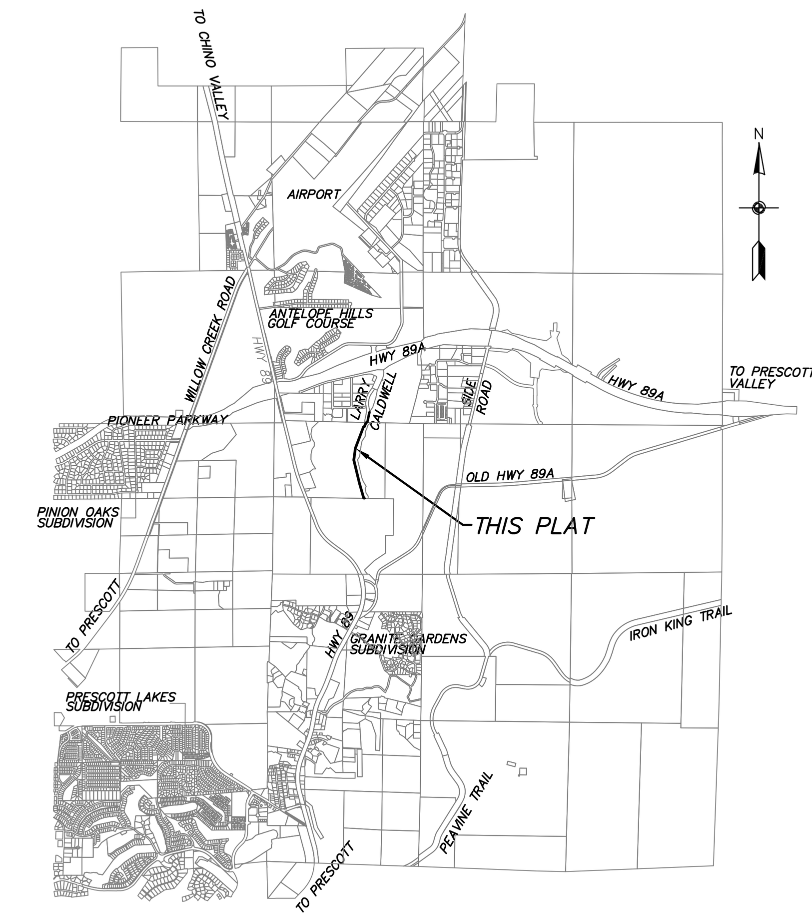
____________________ ____________________
MAYOR CITY CLERK

APPROVED BY THE CITY OF PRESCOTT PUBLIC WORKS DEPARTMENT ON THIS _____ DAY OF ________________, 2016.

____
CITY ENGINEER

APPROVED BY THE CITY OF PRESCOTT COMMUNITY DEVELOPMENT DIRECTOR ON THIS _____ DAY OF ________________, 2016.

____
COMMUNITY DEVELOPMENT DIRECTOR



LOCATION MAP
NOT TO SCALE

150 0 150 300
SCALE FEET
SCALE: 1"=150'

LEGEND

FOUND SECTION OR QUARTER CORNER AS NOTED
FOUND MONUMENT AS NOTED
SECTION LINE
DEDICATED THIS PLAT (EASEMENT)

NOTES

1.) THE "BASIS OF BEARINGS" FOR THIS SURVEY IS BASED ON THE CITY OF PRESCOTT COORDINATE SYSTEM AS PUBLISHED ON THE CITY OF PRESCOTT WEBSITE.

2.) 20.00' SEWER LINE EASEMENT: 55,913.90 SQ.FT.

REFERENCES

RECORD OF SURVEY
INST# 2016-0010054, YCRO

LINE TABLE

LINE	LENGTH	BEARING
L1	21.43	S88°54'05"E
L2	162.74	S22°09'55"W
L3	36.37	S67°19'27"W
L4	29.58	S65°40'30"E
L5	44.42	N89°15'04"W
L6	36.64	N67°19'27"E
L7	146.72	N22°09'55"E

CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP OF DEDICATION REPRESENTS THE AREAS OF THE PROPOSED RIGHT-OF-WAY TO BE DEDICATED OVER THE PREMISES DESCRIBED AND PLATTED HEREON AND WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2016; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

JASON O'BRIEN, R.L.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46473
JASON
O'BRIEN
Date Signed 10-17-16
ARIZONA, U.S.A.

EXPIRES 6/30/19

LYON ENGINEERING
Civil Engineers • Land Surveyors
1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
(928) 776-1750

MAP OF DEDICATION
AIRPORT TRUNK MAIN

DATE: 10-17-16	DRAWN BY: RJW
JOB NO: 451-08	CHECKED BY: JO

SHEET 1 OF 1

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPE: **COMBINED STUDY SESSION & VOTING MEETING 11-15-16**

DEPARTMENT: **Police**

AGENDA ITEM: Acceptance of Arizona Department of Homeland Security Grants in the amount of $37,600.00, and approval to purchase ten (10) ea. Ballistic Vests and eighteen (18) ea. Ballistic Helmets from FX Tactical, LLC, for the City's Police Department SWAT Team and Special Operations Bureau

FUNDING SOURCE: Grants Fund

Approved By: Michael Lamar, City Manager

Item Summary

The Police Department requests approval to accept two (2) grants, and to purchase equipment from the grant funds. Grant No. 16-AZDOHS-HSGP-160513-01 from the Arizona Department of Homeland Security was awarded in the amount of $25,000.00 for the purchase of ten (10) Ballistic Vests from FX Tactical, LLC. Grant No. 16-AZDOHS-HSGP-160513-02 was awarded in the amount of $12,600.00 for the purchase of eighteen (18) Ballistic Helmets from FX Tactical, LLC. Items will be purchased under State Contracts already in place with FX Tactical, LLC.

Background

In March 2016, approval to submit a grant application to the Arizona Department of Homeland Security was received for the purchase of eighteen (18) Ballistic Helmets and twelve (12) Ballistic Vests in the amount of $46,182.00. The Arizona Department of Homeland Security awarded ten (10) Ballistic Vests ($25,000.00) and (18) Ballistic Helmets ($12,600.00) for the City's Police Department SWAT Team and Special Operations Bureau to be better equipped to respond to high risk situations.

Financial Impact

There are no requirements for matching funds by the City of Prescott.

Attachments

1. BID AAG016-134240 tied to BID 16-00006308
2. State of Arizona - Bid Solicitation - 16-00006308
3. State of Arizona - FX STATE CONTRACTS SUMMARY

AGENDA ITEM: Acceptance of Arizona Department of Homeland Security Grants in the amount of $37,600.00, and approval to purchase ten (10) ea. Ballistic Vests and eighteen (18) ea. Ballistic Helmets from FX Tactical, LLC, for the City's Police Department SWAT Team and Special Operations Bureau

Recommended Action: MOVE to accept grant awards from Arizona Department of Homeland Security in the amount of $37,600.00, and to purchase ten (10) Ballistic Vests and eighteen (18) Ballistic Helmets from FX Tactical, LLC.

Master Blanket Purchase Order AAGO16-134240

Header Information

Purchase Order Number:	AAGO16-134240	**Release Number:**	0	**Short Description:**	Tactical Entry Equipment
Status:	3PS - Sent	**Purchaser:**	Audrey Powell	**Receipt Method:**	Quantity
Fiscal Year:	2016	**PO Type:**	Blanket	**Minor Status:**	
Organization:	Office of the Arizona Attorney General				
Department:	CRM - Criminal Division	**Location:**	SIS - Special Investigation Section	**Type Code:**	
Alternate ID:		**Entered Date:**	05/12/2016 04:43:01 PM	**Control Code:**	
Days ARO:	30	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	If Different				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	No
Contact Instructions:		**Tax Rate:**		**Actual Cost:**	$16,996.57
Master Blanket/Contract End Date (Maximum):					
Project No.:	AG16-0046				
Special Purchase Types:					
PIJ NUMBER:					
Commodity Reference Id:					
PO External Doc Type:	None				
Agency Attachments:	Uniform Terms and Conditions V9 (Rev 7-1-2013)~19.pdf Uniform Instructions to Offerors (rev 9-2014)~7.pdf RFQ - AAGO16-0046 Tactical Entry Equipment~1.pdf Attachment I - AAGO16-0046 Tactical Entry Equipment.docx Determination for Award for RFQ~4.pdf				
Vendor Attachments:	AG16-0046 DOCS				
Agency Attachment Forms:					
Vendor Attachment Forms:					

Attachment: BID AAG016-134240 tied to BID 16-00006308 (1216 : Acceptance of AZDOHS Grants in the Amount of $37,600)

Primary Vendor Information & PO Terms

Vendor:	000024571 - FX Tactical, LLC Jeff Gregory 8948 W. Cactus Rd Peoria, AZ 85381 US Email: jgregory@fx-tactical.com Phone: (623)877-1257 FAX: (623)877-1229 Alt. Reference: Z0001	**Payment Terms:**	Net 30	**Shipping Method:**	Best Way
		Shipping Terms:	F.O.B., Origin	**Freight Terms:**	Freight Prepaid

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Change Order 1	Emailed to jgregory@fx-tactical.com at 05/13/2016 10:45:33 AM	05/13/2016 10:50:26 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000024571	PZ000024571	FX Tactical, LLC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 05/13/2016 **Master Blanket/Contract End Date:** 05/12/2017

Cooperative Purchasing Allowed: No

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
AAGO - Office of the Arizona Attorney General	CRM - Criminal Division	$0.00	$16,996.57	$0.00

Item Information

1-5 of 11
1 2 3

Print Sequence # 1.0, Item # 1: BLACKHAWK! SWIFT Sling Universal 3 Point Sling BLACK. Please fill out cost below and description in Attachment I. 3PS - Sent

NIGP Code: 680-12
Belts, Cases, Holsters, Scabbards, etc.

Bid # / Bid Item #: AAGO16-00006308 / 1 Quote # / Quote Item #: 000039008 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	13.0	$28.00	EA - Each	0.00	$0.00	8.100%	$0.00	$393.48

Manufacturer: Brand: Model:

Make: Packaging:

Property Number:

Print Sequence # 2.0, Item # 2: BLUEGUNS Glock 17/22/31 Training Gun. Please fill out cost below and description in Attachment I. 3PS - Sent

NIGP Code: 680-52
Guns, Pistols, Rifles, and Shotguns (Incl. Accessories)

Bid # / Bid Item #: AAGO16-00006308 / 2 Quote # / Quote Item #: 000039008 / 2

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost

Quantity	2.0	$45.00	EA - Each	0.00	$0.00	8.100%	$0.00	$97.29

Manufacturer: Brand: Model:

Make: Packaging:

Property Number:

Print Sequence # 3.0, Item # 3: 5.11 Tactical Heavy Breaching Kit. Please fill out cost below and description in Attachment I. 3PS - Sent

NIGP Code: 680-51
Forced Entry Equipment and Supplies (Battering Rams, etc.)

Bid # / Bid Item #: AAGO16-00006308 / 3 Quote # / Quote Item #: 000039008 / 3

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	$1,349.00	EA - Each	0.00	$0.00	8.100%	$0.00	$1,458.27

Manufacturer: Brand: Model:

Make: Packaging:

Property Number:

Print Sequence # 4.0, Item # 4: Protech Entry Two Entry Shield. Please fill out cost below and description in Attachment I. 3PS - Sent

NIGP Code: 680-84
Riot and Crowd Control Equipment (Not Otherwise Classified)

Bid # / Bid Item #: AAGO16-00006308 / 4 Quote # / Quote Item #: 000039008 / 4

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	2.0	$1,395.00	EA - Each	0.00	$0.00	8.100%	$0.00	$3,015.99

Manufacturer: Brand: Model:

Make: Packaging:

Property Number:

Print Sequence # 5.0, Item # 5: Max Pro Gunfighter cut Threat Level IIIA Ballistic Helmet BLACK. Please fill out cost below and description in Attachment I. 3PS - Sent

NIGP Code: 680-08
Police Protection Equipment (Body Armor and Riot Shields) and Supplies

Bid # / Bid Item #: AAGO16-00006308 / 5 Quote # / Quote Item #: 000039008 / 5

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	13.0	$429.00	EA - Each	0.00	$0.00	8.100%	$0.00	$6,028.74

Manufacturer: Brand: Model:

Make: Packaging:

Property Number:

1-5 of 11
1 2 3

Exit

Bid Solicitation: AAGO16-00006308

Header Information

Bid Number:	AAGO16-00006308	**Description:**	Tactical Entry Equipment	**Bid Opening Date:**	05/04/2016 03:00:00 PM
Purchaser:	Audrey Powell	**Organization:**	Office of the Arizona Attorney General		
Department:	ASD01 - Operations Division	**Location:**	PRO - Procurement		
Fiscal Year:	16	**Type Code:**		**Allow Electronic Quote:**	Yes
Alternate Id:		**Required Date:**		**Available Date :**	04/22/2016 12:00:00 PM
Info Contact:		**Bid Type:**	OPEN	**Informal Bid Flag:**	No
Purchase Method:	Open Market				

Pre Bid Conference:

Bulletin Desc:

Ship-to Address:
Jerry Connolly
15 South 15th Avenue, Basement
Phoenix, AZ 85007
US
Email: jerry.connolly@azag.gov
Phone: (602)542-8030
FAX: (602)542-8000

Bill-to Address:
Pam Rezek
1275 West Washington Street
Phoenix, AZ 85007
US
Email: pamela.rezek@azag.gov
Phone: (602)542-7976
FAX: (602)542-5940

Print Format:

File Attachments: Uniform Terms and Conditions V9_(Rev 7-1-2013)~19.pdf , Uniform Instructions to Offerors (rev 9-2014)~7.pdf , RFQ - AAGO16-0046 Tactical Entry Equipment~1.pdf , Attachment I - AAGO16-0046 Tactical Entry Equipment.docx

Form Attachments:

Bid Method: Request for Quotation (RFQ)

Item Information

6-10 of 10
1 2

Item # 6: (680 - 08) Tactical Goggles BLACK. Please fill out cost below and description in Attachment I.

NIGP Code: 680-08
Police Protection Equipment (Body Armor and Riot Shields) and Supplies

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
13.0		EA - Each				

Manufacturer: Brand: Model:

Make: Packaging:

Counties Requiring Service:

Item # 7: (680 - 08) Streamlight TLR 1 Tactical LED Gun Light BLACK. Please fill out cost below and description in Attachment I.

NIGP Code: 680-08
Police Protection Equipment (Body Armor and Riot Shields) and Supplies

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
13.0		EA - Each				

Manufacturer: Brand: Model:

Make: Packaging:

Counties Requiring Service:

Item # 8: (680 - 12) Safariland 6305 ALS/SLS tactical Holster with Quick Release Leg Harness STX TAC FINISH. Please fill out cost below and description in Attachment I.

NIGP Code: 680-12
Belts, Cases, Holsters, Scabbards, etc.

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
13.0		EA - Each				

Manufacturer: Brand: Model:

Make: Packaging:

Counties Requiring Service:

Item # 9: (680 - 08) 5.11 rapid Assault Shirt BLACK. Please fill out cost below and description in Attachment I.

NIGP Code: 680-08
Police Protection Equipment (Body Armor and Riot Shields) and Supplies

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
26.0		EA - Each				

Manufacturer: Brand: Model:

Make: Packaging:

Counties Requiring Service:

Item # 10: (680 - 08) Under-Carriage 8 inch Inspection Mirror. Please fill out cost below and description in Attachment I.

NIGP Code: 680-08
Police Protection Equipment (Body Armor and Riot Shields) and Supplies

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
2.0		EA - Each				

Manufacturer: Brand: Model:

Make: Packaging:

Counties Requiring Service:

6-10 of 10
1 2

Bid Tab Exit

8.C.3

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Arizona's Procurement Solution

Advanced Search

Search for:	Bids Contracts/Blankets
Search Using:	ALL of the criteria
Search Fields:	Contract/Blanket # ; PO Type ; Contract/Blanket Description ; Buyer ; Vendor Name: FX Tactical ; Bid # ; Type Code ; Catalog ; Expiration Date(MM/DD/YYYY): From: To ; Item Description ; Organization ; Department ; NIGP Class ; NIGP Class Item ; Commodity Code ; Include Expired

Find It Clear

Results

Contract/Blankets #	Bid #	Description	Vendor Name	Type Code	Begin Date	End Date
AAGO15-083292	AAGO15-00004595	CRM/SIS - Tactical Jackets	FX Tactical, LLC		11/03/2014	11/03/2016
AAGO16-134240	AAGO16-00006308	Tactical Entry Equipment	FX Tactical, LLC		05/13/2016	05/12/2017
ADOC13-035674	ADOC13-00002007	Law Enforcement Equipment and Supplies (DC130002)	FX Tactical, LLC		11/07/2012	11/06/2016
ADPS16-111304	ADPS16-00005573	Safariland brand law enforcement weapon holsters	FX Tactical, LLC		10/06/2015	10/05/2016

Exit

Attachment: State of Arizona - FX STATE CONTRACTS SUMMARY (1216 : Acceptance of AZDOHS Grants in the Amount of $37,600)

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPE: **COMBINED STUDY SESSION & VOTING MEETING**
11-15-16

DEPARTMENT: **Police**

AGENDA ITEM: Approval to renew training grant from the Arizona Governor's Office for Children, Youth, and Families for sexual assault training in the amount of $16,900.00

FUNDING SOURCE: Grants Fund

Approved By: Michael Lamar, City Manager

Item Summary

The Police Department received notification of eligibility for program renewal funding from the Arizona Governor's Office for Children, Youth, and Families in the amount of $16,900.00 for sexual assault training for calendar year 2017.

Background

In September 2014, the Council approved an application for grant funding through the Arizona Governor's Office for Children, Youth, and Families spanning over a three year period. In February 2015, the council approved the first year of funding for sexual assault training in the amount of $16,900.00. In January 2016, the council approved the second year of funding for sexual assault training in the amount of $16,900.00. Training funds are intended to be used for sexual assault investigation and prevention training for Officers, Detectives, and our Victim Advocate Supervisor. The Police Department received notification of eligibility for program renewal funding from the Arizona Governor's Office for Children, Youth, and Families in the amount of $16,900.00 for sexual assault training for calendar year 2017.

Financial Impact

The grant requires the City match 25 percent of the total amount received on an in-kind services basis (personnel costs of the employees who attend the training). Reimbursement for the training attended will be made by the Governor's Office on a quarterly basis.

AGENDA ITEM: Approval to renew training grant from the Arizona Governor's Office for Children, Youth, and Families for sexual assault training in the amount of $16,900.00

Recommended Action: MOVE to renew training grant from the Arizona Governor's Office for Children, Youth, and Families for Sexual Assault Training in the amount of $16,900.00.

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPE: **COMBINED STUDY SESSION & VOTING MEETING**
11-15-16

DEPARTMENT: **Community Development**

AGENDA ITEM: Public Hearing and adoption of Ordinance No. 5010-1548 for a proposed amendment to Article 4, Sections, 4.9.3.B.5, and 4.9.3.F of the Land Development Code (LDC16-001); amending the density and dimensional standards for multi-family dwellings and residential setbacks in the Downtown Business District (DTB)

Approved By: Michael Lamar, City Manager

Item Summary

ThE amendment to the Land Development Code (LDC) proposes to: (1) delete the requirement for onsite recreational and open space amenities for increased multi-family residential density; and (2) delete the residential setback requirements in the Downtown Business District (DTB) (Attachment 1). The proposed amendment to Sections 4.9.3.B5 and 4.9.3.F of the LDC are shown in Attachments 2 and 5.

Amendment Summary

The amendment for Article 4, Section 4.9.3.B.5 shown in red on Attachment 2 proposes to maintain the existing maximum residential density for the DTB district at fifty-eight (58) units to the acre for multi-family residential dwelling types per Article 4, Section 4.9.3.A of the LDC without a minimum lot size and delete the requirement for recreational and open space amenities to increase residential densities.

The proposed amendment, if approved, would permit up to nine (9) multi-family dwelling units on a 7,500 square foot lot as compared to the current limit of three (3) units for the same size lot.

The amendment for Article 4, Section 4.9.3.F proposes to delete the minimum setback requirements for residential uses in the DTB.

Background

During a Pre-Application Conference (PAC), an applicant proposed a new multi-family residential building that included six (6) apartments on a 7,500 square foot lot in the DTB.

The applicant was advised that the base residential density of Article 4, Section 4.9.3.B.5.a of the Land Development Code (LDC) permits a maximum of three (3) multi-family residential units on a 7,500 square foot lot.

The applicant noted that the last sentence in the purpose statement in Article 4, Section 4.9.1 states:

> "The DTB district provides opportunities for the development of a full range of uses including; restaurants, business and governmental offices, retail stores, theaters, museums, individual residences and **high density housing**."[Emphasis Added]

Unified Development Committee

At their March 30, 2016, meeting, the Unified Development Committee voted unanimously to forward the proposed amendment to the Planning & Zoning Commission.

Community Meeting

The Community Development Department hosted a community meeting to discuss the proposed amendment with the public. Notices of the community meeting were sent to all property owners within the DTB and 300 feet outside the boundary of the district. Approximately twenty (20) citizens attended the community meeting and generally agreed with the proposed amendment. No one directly spoke in opposition to the proposed amendment. However, three (3) public comment letters were received by mail (Attachment 3).

One attendee proposed the setback amendment shown on page 2 of Attachment 2. The intent for the proposal is so all buildings can be developed to more closely match the existing character of the DTB.

Chamber of Commerce and Prescott Downtown Partnership

The Chamber of Commerce submitted a letter of support for the proposed amendment (Attachment 4). The Prescott Downtown Partnership expressed verbal support for the proposed amendment at a meeting attended by the Planning Manager.

Historic Preservation Commission

The Historic Preservation Commission voted to recommend approval of the proposed amendment at their meeting on October 14, 2016.

Planning and Zoning Commission

AGENDA ITEM: Public Hearing and adoption of Ordinance No. 5010-1548 for a proposed amendment to Article 4, Sections, 4.9.3.B.5, and 4.9.3.F of the Land Development Code (LDC16-001); amending the density and dimensional standards for multi-family dwellings and residential setbacks in the Downtown Business District (DTB)

The Planning & Zoning Commission voted unanimously to recommend approval of the proposed amendment after a discussion session on April 14, 2016, and public hearings on September 29, 2016, and October 27, 2016.

2015 General Plan

Goal 2 and Strategy 2.1 of Land Use Element 5 of the 2015 General Plan states:

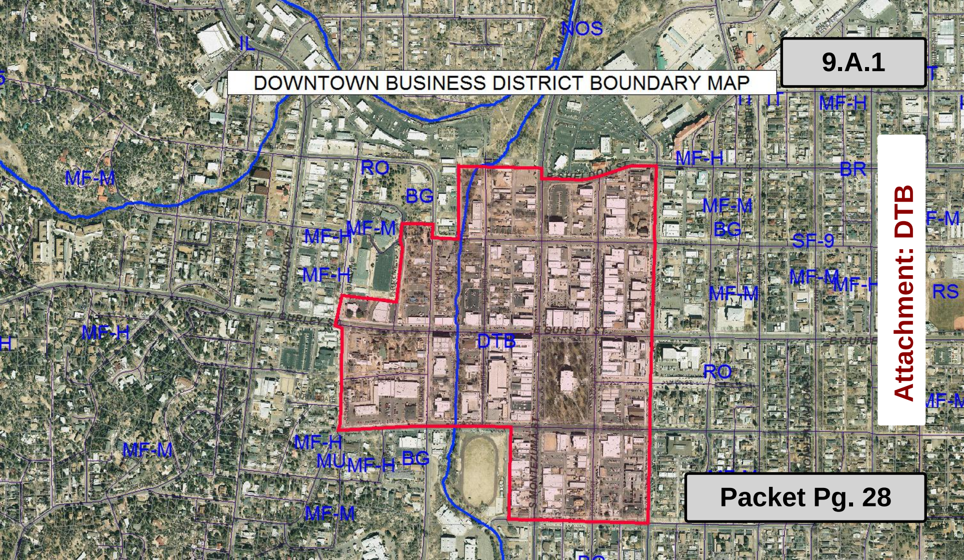
> Goal 2 - "Preserve the identity and image of downtown as a historic government, business, cultural and residential center by expanding cultural and leisure facilities and activities, and maintaining a mix of uses for the benefit of both visitors and residents"
>
> Strategy 2.1 - "Maintain and encourage an expansion of the mix of commercial and residential uses in the downtown."

Attachments

1. DTB District Boundary Map
2. Article 4 Section 4.9.3 & Section 4.9.3.F Downtown Business District - Proposed
3. Public Comment Letters
4. Chamber of Commerce Letter
5. Ordinance No. 5010-1548

Recommended Action: MOVE to adopt Ordinance No. 5010-1548.

DOWNTOWN BUSINESS DISTRICT BOUNDARY MAP



ATTACHMENT 2

Article 4, Section 4.9.3 Density and Dimensional Standards
Downtown Business District – Proposed Amendments

4.9.1 / Purpose

The Downtown Business (DTB) District is a moderate to high intensity retail, service and business district. The DTB district provides specific standards for the development of business, service, entertainment, and residential uses in the Downtown Business area. DTB district standards are intended to preserve and enhance the unique historic and pedestrian character of downtown Prescott. The DTB district provides opportunities for the development of a full range of uses including; restaurants, business and governmental offices, retail stores, lodging, theaters, museums, individual residences and high density housing.

4.9.2 / Allowed Uses

Uses are allowed in the DTB district in accordance with the Use Table of Sec. 2.3. Such uses shall be housed in permanent buildings in permanent locations unless otherwise noted.

4.9.3 / Density and Dimensional Standards

All development in the DTB district is subject to the standards of this section, the Measurements, Computations and Exceptions specified in Sec. 2.7.3 and other applicable provisions of this Code.

A. Maximum Densities: 58.0 dwelling units/acre

B. Minimum Lot Areas:

1. **Single-Family Dwellings:** 6,000 square feet
2. **Duplex Dwellings:** 3,000 square feet
3. **Patio Home Dwellings:** N/A
4. **Townhouse Dwellings:** N/A
5. **Multi-Family Dwellings:** **NONE**
   - **a.** ~~3 Units: 7,500 square feet/ lot~~
   - ~~**b.** Each Additional Unit:~~
     - ~~**1)** Without recreational and open space amenities (e.g., courtyard, gym, game room, pool) =10 percent of total site area: 1,200 square feet/ unit~~
     - ~~**2)** With recreational and open space amenities (e.g., courtyard, gym, game room, pool) =10 percent of total site area: 650 square feet/ unit~~
     - ~~**3)** With public-private partnership elements that contribute amenities such as public parking, mixed-use~~

~~development, civic space, or other significant enhancements deemed by City Council appropriate for the highest density consideration: 530 sq. feet/ unit.~~

6. **Nonresidential Uses:** None

C. Minimum Lot Width:

1. **Single-Family Dwellings:** 50 feet/ lot
2. **Duplex Dwellings:** 50 feet/ lot
3. **Patio Home Dwellings:** N/A
4. **Townhouses:** N/A
5. **Multi-Family Dwellings:** 50 feet
6. **Nonresidential Uses:** None

D. Maximum Lot Coverage:

1. **Single-Family Dwellings:** 40 percent
2. **Duplex Dwellings:** 40 percent
3. **All Other Uses:** None

E. Maximum Building/Structure Height:

1. **Single-Family Dwellings:** 35 feet
2. **Duplex Dwellings:** 35 feet
3. **All Other Uses:** 50 feet, up to 100 feet by SUP (See Sec. 4.9.4E)

F. Minimum Setbacks: None

~~**1. Single-Family Dwellings:**~~

~~**a. Front:** 15 feet~~

~~**b. Side:** 7 feet~~

~~**c. Rear:** 10 feet~~

~~**d. Corner:** 10 feet~~

~~**2. Duplex Dwellings:**~~

~~**a. Front:** 15 feet~~

~~**b. Side:** 7 feet~~

~~**c. Rear:** 10 feet~~

~~**d. Corner:** 10 feet~~

~~**3. All Other Uses:** None~~

City of Prescott
Community Development Dept
Attn: Frank Hall
201 S. Cortez St
Prescott, AZ 86303

June 10, 2016

Ref: Proposed Amendment to Land Development

Dear Frank,

This letter is being tranmitted to provide my concerns and recommendations to the referenced proposed change in the Land Development Code.

I own five multi-unit properties in the city that would be affected by your proposed amendment. It should be noted that I have over 30 years experience in real estate investments, I am a licensed Real Estate Broker, and hold a Real Estate Certificate which requires completion of eight college level Real Estate classes. In my professional experience, I have never seen such a radical 300 percent proposed change in housing density. The following are some of my concerns and highlight potential impact of your proposed admentment:

1. Parking-Most cities require 1.5 to 2 parking spaces for each unit. Even 1 parking space per unit on a 7500 Sq Ft Lot would require 9 spaces and would not be feasible or cost effective. Any less building parking space requirements would just aggravate the already shortage of street parking in the Downtown District.

2. Traffic congestion-The potential 300 percent density housing increase could result in an corresponding increased traffic in a limited geographic space proposed in the amendment. I am sure that an Environmental Impact Study would reveal a rather dramatic increase in vehicular traffic. It should be noted that Prescott is a vacation destination and the last thing that tourism needs is traffic jams and high density housing in the proposed zone.

3. Arbitrary boundary-The proposed boundary would provide a potential windfall for properties within the zone and probably lawsuits for from owners outside the proposed new zone. Owners with properties accross the strreet from the boundary line , on the fringe or even the outskirts would probably challenge the arbitrary boundary in court.

4. Overcrowded Property- Nine potential units on a 7500 Sq Ft lot would probably be extremely small studio style units with limited storage space unless the city authorized increased construction height over two stories but then the building costs would be prohibitive. The overcrowded and cramped units in the Downtown District could result in discontented tenants and the new construction may not maintain the " historic" image of the City. I would also think the city should carefully consider the impact of the higher density with possible "low qualified" tenants being infused into the congested Downtown District with all the tourist and business activity.

5. Water Shortage-There already is a shortage of water in the city and where most cities are carefully monitoring or restricting the growth in the city, Prescott is considering a 300% growth with the proposed new density. The city should also consider the potential demand for water in the proposed zone and the capacity of the cities current water pipes and water system.

I would recommend that following changes to your proposed amendment:

1. Implement a more moderate 50-100 percent higher density zoning for all multi-unit properties within the city and eliminate the arbitrary boundary zone in the Downtown District. This would spread the increased density and development through the whole city and not concentrated in the proposed limited zone. This would preclude potential traffic, overcrowding, tourist impact, water shortage, litigation and could still provide additional housing for the increasing population in the city.

2. Eliminate the Downtown District Boundary and keep the same residential density but allow owner's a simplified process zoning variances for increased density on properties on a case by case basis. This would also spread the increased density through the whole city and not concentrated in the already congested Downtown District.

3. Establish a focus group of local Real Estate Professionals, property owners, Business Leaders, city planners, and review and make recommendations for the better solutions to resolve the zoning/development problem, and still maintain the "historic" image of the town.

I am a concerned investor and don't want Prescott to make the same mistakes I have seen implemented in other cities and destroy the " Everybody's Hometown" historic feel that we all love. Please advise if you have any questions or if I can be of any assistance concerning this matter.

Kenneth L. Johnson, Jr.

1800 Edmond St Unit 249

Las Vegas, NV 89146

Tel: 626-589-9960

E-Mail: kennej7@aol.com

Tom Guise,

Just a follow up on our phone conversation, on 6/6/2016 regarding possible re-zoning of downtown, my concerns are as follows:

1. Tripling the “current” density from 3-units to 9 I believe is way excessive. Four to five would be more prudent.
2. Prescott as you definitely realize is a special city,We are not Prescott Valley , our town is unique. Our history, our wonderful courthouse, and square. Too much in filing could ruin Prescott's uniqueness , plus congestion.
3. The increase in density or tripling will cause a great increase in traffic, Lets not be like Scottsdale.

Thank you for your consideration.....

RECEIVED

JUN 14 2016

Community Development Department

June 8, 2016

Tom Guise
Community Development Director
Prescott City Council, City Manager
201 S. Cortez St.
Prescott AZ 86301

Dear Mr. Guise:

A friend that owns several downtown buildings passed on your letter to me.

First, why wasn't your letter sent to all taxpayers in the City of Prescott and not just Downtown Business District Property Owners? This change in zoning does not only affect commercial property owners. It affects every property owner in Prescott! DUH. Another form of nepotism?

One more attempt by the powers that be to continue to ruin everything in this town? Drug addicts/alcoholics imported from all over the U.S.A. have created havoc for property owners in Prescott and were allowed to get a foot hold because there were no qualified intelligent people running Prescott to know how to stop it.

Drug addicts/alcoholics and their enablers, Drug Rehab owners, have taken up most of the affordable housing as well as many commercial buildings in Prescott which deprives local residents as does their attempts at getting employment and taking jobs from local residents. Not to mention, ruining historic and family neighborhoods. Shame on all of you.

Now you want to increase the density and change zoning on all vacant land within your map area. **No, a resounding no, on the density change**. Without open space/parks, etc.? Really?

To continue the efforts to ruin and destroy Prescott neighborhoods is not within your job description. It is also insane thinking what you are proposing. Stop it!

Evidently, we need to abolish the Community Development Dept. It is proving to be a detriment to the community. Maybe, you've been around to long, Mr. Guise. Remember the days of the corrupt Mr. Trumpower that you all thought was the real estate messiah? Helicopter port????

Now which is it…first we have severe water issues, then you dare to suggest increasing density with more gulping water use. Brilliant, just brilliant.

There is not enough parking in Prescott downtown as it is…and you want to increase density? That is totally absurd and takes stupidity to even consider it! Your goal should be to get rid of residential parking on City streets. If there is not enough on site parking, forget it.

The Courier needs to print all the vacant property owner's names within that map area and if they are related to city officials, etc. This zoning change is an attempt to create the "entertainment district" that was publicized in the Courier. Forget about it!

Virginia Ingram - Prescott residential property owner.

Virginia Ingram

PRESCOTT
ARIZONA
CHAMBER of COMMERCE

September 28, 2016

Mr. Tom Menser, Chairman
Planning & Zoning Commission
City of Prescott
201 S. Cortez St.
Prescott, AZ 86303

Dear Chairman Menser:

I am writing to express the Prescott Chamber's support for the proposed amendments to the Land Development Code regarding the Downtown Business District (DBD). Our Board of Directors recently discussed the proposed amendments and voted to support them.

We note that the purpose of these proposed changes is, in part, to encourage more density in the downtown area without dramatically changing the ambiance of our historic downtown. Increasing the possibility of more residential opportunities is a positive thing, as is the proposed adjustment to setback requirements in the DBD.

Adoption of these amendments will, in our opinion, help spur development of commercial and residential projects in the downtown area. We encourage the Planning & Zoning Commission to support these proposed amendments.

Sincerely,

David Maurer
CEO

cc: Planning & Zoning Commission Members
Mayor Harry Oberg
Tom Guice, Community Development Director

ORDINANCE NO. 5010-1548

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE PRESCOTT LAND DEVELOPMENT CODE ARTICLE 4 SECTION 4.9 (DOWNTOWN BUSINESS), SUB-SECTION 4.9.3 (DENSITY AND DIMENSIONAL STANDARDS), PARAGRAPH B5 (MULTI-FAMILY DWELLINGS) AND PARAGRAPH F (MINIMUM SETBACKS).

RECITALS:

WHEREAS, the Land Development Code provides, among other things density and dimensional standards for zoning districts; and

WHEREAS, the City now desires to amend or remove certain density and dimensional standards from the Land Development Code regarding multi-family dwellings and minimum setbacks in the Downtown Business district.

ENACTMENTS:

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

SECTION 1. THAT Land Development Code Article 4 (Nonresidential Districts), Section 4.9 (Downtown Business), Subsection 4.9.3 (Density and Dimensional Standards), Paragraph B5 (Multi-family Dwellings) is amended as follows:

4.9.3 / Density and Dimensional Standards

All development in the DTB district is subject to the standards of this section, the Measurements, Computations and Exceptions specified in Sec. 2.7.3 and other applicable provisions of this Code.

- **A. Maximum Densities:** 58.0 dwelling units/acre
- **B. Minimum Lot Areas:**
  - **1. Single-Family Dwellings:** 6,000 square feet
  - **2. Duplex Dwellings:** 3,000 square feet
  - **3. Patio Home Dwellings:** N/A
  - **4. Townhouse Dwellings:** N/A
  - **5. Multi-Family Dwellings:** None
    - ~~**a.** 3 Units: 7,500 square feet/ lot~~
    - ~~**b.** Each Additional Unit:~~
      - ~~**1)** Without recreational and open space amenities (e.g., courtyard, gym, game room,~~

~~pool) =10 percent of total site area: 1,200 square feet/ unit~~

~~**2)** With recreational and open space amenities (e.g., courtyard, gym, game room, pool) =10 percent of total site area: 650 square feet/ unit~~

~~**3)** With public-private partnership elements that contribute amenities such as public parking, mixed-use development, civic space, or other significant enhancements deemed by City Council appropriate for the highest density consideration: 530 sq.feet/unit.~~

6. Nonresidential Uses: None

SECTION 2. THAT Land Development Code Article 4 (Nonresidential Districts), Section 4.9 (Downtown Business), Subsection 4.9.3 (Density and Dimensional Standards), Paragraph F (Minimum Setbacks) is amended as follows:

F. Minimum Setbacks: None

~~**1. Single-Family Dwellings:**~~

~~**a. Front:** 15 feet~~

~~**b. Side:** 7 feet~~

~~**c. Rear:** 10 feet~~

~~**d. Corner:** 10 feet~~

~~**2. Duplex Dwellings:**~~

~~**a. Front:** 15 feet~~

~~**b. Side:** 7 feet~~

~~**c. Rear:** 10 feet~~

~~**d. Corner:** 10 feet~~

~~**3. All Other Uses:** None~~

SECTION 3. THAT this Ordinance shall take effect on ______________, 2016.

SECTION 4. That the Mayor and staff are authorized to take any action necessary to enact this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of November, 2016.

____

HARRY B. OBERG, 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/TYPE: **COMBINED STUDY SESSION & VOTING MEETING**
11-15-16

DEPARTMENT: **Community Development**

AGENDA ITEM: Adoption of Ordinance No. 5015-1553, authorizing amendments to Land Development Code Article 6, Section 6.12. Signs, changing the method of calculating permitted permanent and temporary signs for commercial and residential zoning districts

Approved By: Michael Lamar, City Manager

Item Summary

The proposed revision of the sign regulations addresses a new approach to the way the Land Development Code (LDC) handles sign size and placement regulations. The Unified Development Code Committee (UDC) and the Planning and Zoning Commission provided guidance resulting in the attached proposed revisions and both bodies recommended Council consideration of the draft.

Background

Prescott's sign regulations were adopted with the LDC in 2003. The regulations follow a pattern found in many, if not most, cities regulations in that they have different limitation on sign size or placement depending upon the type of sign. A campaign sign has different regulations than a garage sale sign, which is different from a sign on a commercial building. While these differences seem logical, they are based upon the message of the sign and thus the content of the speech.

The changes necessary to re-focus Prescott's sign code on the accepted time, place, and manner criteria are significant and resulted in consideration of a basic change in the way the LDC regulates signs. An important secondary concern was to simplify the code as much as possible. Model sign codes were acquired from various sources and studied for ideas. A new proposal was formulated to regulate signs based upon logical criteria, and without differences in the content of the sign message.

The proposed regulations hold signs to two general categories, permanent and temporary. Within permanent signs there is a further breakdown into commercial zoning districts and residential zoning districts. There is then a further breakdown into freestanding and building-mounted signs. Temporary signs are broken down into commercial uses and residential uses.

Permanent commercial free-standing signs are most often intended to attract the attention of persons in vehicles. They are usually placed as close to the frontage street as allowed. Because these signs are oriented to the street traffic, it is logical to consider their size, place and manner restrictions in the context of the posted speed limit of the fronting street. Slower posted speeds give drivers more time to identify and read the sign. Faster posted speeds give drivers less time. The proposed concept allows larger sign areas with faster posted speeds. The range starts with 24 square feet, which is equal to the current code allowance for most free-standing signs.

Permanent commercial wall signs are most often focused on persons entering the property, either pedestrian or in vehicles. They are usually placed on a wall that also has a customer entrance. Because these signs are focused on persons entering or on the property, their size, place and manner restrictions are most logically controlled by distance from the property line. The greater the distance to the property line, the larger the sign area permitted. To maintain some reasonable scale of sign to building, the ratio of building frontage to area of signs is included. This allows a large building set back far from the street to have a larger sign than a small building set back far from the street. Similarly, this will allow a large building close to the street a smaller sign than a large building far from the street.

Permanent residential free-standing and wall signs size, place and manner restrictions follow the same concept as for commercial, however with minor differences in allowable sizes because of the difference in the development styles of residential properties.

Temporary commercial signs are intended to act independently of permanent commercial signs. These signs are to allow a commercial use to inform the public of intermittent or individual events or occurrences such as sales, grand openings or to display other messages that are relevant only for a limited time period. Because these are temporary signs, a time limitation is applied and because these signs are not intended to replace the permanent signs, they are limited in size. A permit is required to assure compliance with the size and time limitations. As with permanent signs, the message or speech conveyed by the sign is not regulated. A temporary commercial sign could convey messages related to products, sales, events, social issues, political support, or religious beliefs.

Temporary residential signs are intended to allow property owners the ability to display signs in residential areas with some very limited controls to prevent clutter and dilapidated or dangerous displays. Individual sign size is limited to a commonly used area of 6 square feet, but no limitation as to duration or number is proposed. Limiting the duration and number can be argued on the basis of visual blight and clutter; however the balance against the protection of free speech must weigh in favor of free speech. No permits are proposed for residential temporary signs. Enforcement of the size limitation is contemplated to be complaint-based and handled by simple measurement of area. Establishment of a maximum aggregate square foot for residential property was a concept discussed during the review by staff and the UDC. While not included in the current draft, that concept can be addressed at Council's discretion.

Unified Development Code Committee Recommendation

The above concepts and proposed changes were discussed at two meetings of the Unified Development Code Committee. After discussion, the Committee recommended that this amendment be forwarded to the Planning and Zoning Commission for consideration.

Planning and Zoning Commission Recommendation

This proposed amendment to the Sign regulations was presented to the Planning and Zoning Commission for their review and recommendations. After in-depth discussion by the Commissioners, this draft amendment was recommended for City Council consideration.

Attachments

1. Sign Code Amendment 2016, strikethrough version
2. Ordinance No. 5015-1553

Recommended Action: MOVE to adopt Ordinance No. 5015-1553.

Sec. 6.12 / Signs

6.12.1 / Purpose

The sign standards are intended to encourage development that is in harmony with the desired character of the City while providing due regard for the public and private interests involved; promote effective use of signage by preventing over concentration, improper placement, and incompatible size; provide an improved visual environment; control light pollution; and prevent the depreciation of property values within the City of Prescott.

6.12.2 / Applicability

Signs may be erected, placed, established, painted, created or maintained only in conformance with the provisions of this section.

Commentary:

Signs in the right-of-way are regulated by Prescott City Code, Title VIII, Chapter 2 and Chapter 6.

6.12.3 / Exempt Signs

The following signs shall be exempt from these standards:

A. Traffic signs on public right-of-way, such as Stop, Yield and similar signs, which meet Department of Transportation standards, and other commercial signage as permitted by the City Code;

B. Any sign inside a building;

C. Directional signs assisting in the flow of traffic, street addresses, or signs necessary for safety (e.g. stop engine, no smoking) that do not exceed 2 square feet in area;

D. Signs located inside windows; however, this shall not be construed to permit otherwise prohibited signs;

E. A sign located on the top or side of an operable, fuel dispensing pump where such sign is not illuminated and not visible from any public rights-of-way; and

F. Governmental flags, where flagpoles are permitted.

6.12.4 / Administrative Adjustments

Notwithstanding other provisions to the contrary, adjustments to these sign standards may not be approved in accordance with the provisions of Sec. 9.16, Administrative Adjustments.

6.12.5 / Permitted Signs

Signs shall be permitted on private property subject to the procedures of Sec. 9.7, Sign Permits and Comprehensive Sign Plans~~, and in accordance with the following standards:~~

~~**A. Freestanding Sign Standards**~~

~~Freestanding signs, pole-mounted banners, balloons, pennants, bunting~~. All signs are ~~acceptable~~ subject to the lighting provisions of ~~Table~~ 6.~~12.5C. Temporary Signs, and Table 6.12.5D, Sign Calculations.~~

~~Table 6.12.5A Free Standing Sign Standards~~

PERMITTED SIGNS - FREESTANDING SIGNS			
PURPOSE	**ZONING DISTRICTS**	**MAXIMUM DIMENSIONS**	**STANDARDS**
Project Identification (Religious institutions, mobile home parks, buildings, apartments, condominiums, etc.)	RE-2, SF35, SF9 SF18, SF12, SF6, RT, MFM, MFH, RS, MU AND RO	Height: 5 ft Width: 10 ft Total Area, All Signs: 24 sf Setback: 5 ft	Maximum of one such sign per driveway entrance, 2 if property frontage exceeds 80 ft. Sign shall be located in Landscaped Area, as defined in Table 6.12.5D. Signs must be 60 ft. apart.
Business (1 or 2 businesses)	BG, BR, IT, IL, IG, NOB, DTB	Height: 12 ft Area: 24 sf, Sign Area A (See Table 6.12.5D) Min. Setback: 30 ft from residential uses	Sign shall be located in Landscaped Area A, as defined in Table 6.12.5D. Freestanding signs count toward aggregate allowable total. One sign per business with one street frontage. Two signs per business with more than one street frontage.
Civic Organizations and Clubs, Non-profit	All Districts, for permitted uses	Height: 8 ft Max. Area: 60 sf, provided however the Max Area for a Club shall be 8 sf per sign	Sign must be located along arterial streets, within ¼ mile of City limits. Location shall be approved by Council. Non-illuminated signs only.
Commercial or Industrial Centers (3 or more businesses)	NOB, BG, BR, IT, IL, IG, DTB	Height: 12 ft Area: 32 sf, Sign Area B (See Table 6.12.5D)	Sign area shall not be included in aggregate sign area for tenant wall signs. Sign shall be located in a Landscape Area, as defined in Table 6.12.5D. Maximum of 2 signs allowed if property frontage exceeds 200 ft., such signs must be at least 100 ft apart.
Directory	RE2, SF35, SF18, SF12, SF9, SF6, MFM, MFH, NOB	Height: 7 ft Area: 6 sf ~~Setback: Per District~~	One sign per building permitted.
Gas Pricing	BG, BR, IT, IL, IG	Height: 12 ft Area: 12 sf Setback: Per District	Gas pricing signs shall not count toward the maximum allowable aggregate when used solely for gas pricing.
Highway Commercial (Arterial streets with speeds >35 MPH)	BG, BR, IT, IL, IG	Height: 20 ft Min. Setback: 10 ft Max. Area: 2 sf / ft of setback, up to 100 sf, Sign Area C (See Table 6.12.5D)	One such sign permitted per building, provided, two signs allowed if property frontage exceeds 500 ft. [See Business (1 or 2 Businesses), above, for secondary signs on corner lots fronting on non-arterial streets]. Sign(s) shall be located in a Landscape Area, as defined in Table 6.12.5D.
Menu Board	NOB, BG, BR, IT, IL, IG	Height: 7 ft Area, drive-thru: 24 sf Area, drive-in: 2 sf per space Min. Setback: 45 ft	Sign not visible from adjacent ROW shall not be counted in the maximum aggregated allowable total. Setbacks are measured from ROW. Two signs per drive-through restaurant.
Property Identification	All Districts	Area: 3 sf	Non-illuminated in SF districts. One sign per property, either wall or freestanding.
Subdivisions	All Districts	Height: 5 ft Area: 24 sf	Location must be shown on Preliminary Plat. Sign shall be located in Landscaped Area, defined below. Two signs per project.
Outdoor Display of Goods for Sale	BA, BB as may be permitted; IL, IT, IG	Max. size for any one banner: 5 sf	1 and only 1 form of additional signage is permitted on a regular basis for approved outdoor display of goods. Pole-mounted banners, balloons, pennants, bunting are acceptable. Anything more requires a Temporary Sign Permit as a Special Event. The foregoing shall not be counted toward the maximum total signage.

11.4.B. ~~**Canopy and Wall Sign Standards**~~

~~All canopy and wall signs~~ Signs shall be subject to the following standards:

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A. Permanent On-site Signs

Permanent on-site signs are permitted ~~subject to the standards that follow and Table 6.12.5D, and Sign Calculations,~~ in all zoning districts. ~~4.9.4F.~~

~~Table 6.12.5B Canopy or Wall Sign Standards~~

PERMITTED SIGNS - WALL, CANOPY OR FACIA SIGNS			
Purpose	**Zoning Districts**	**Maximum Dimensions**	**Standards**
Project Identification (Religious institutions, mobile home parks, apartments, condominiums, etc.)	RE2, SF35, SF18, SF12, SF9, SF6, MFM, MFH, RS, MU, RO	Height: 10 ft. Total Area, All Signs: 24 sf	One sign per principal use/structure, or Two signs per project
Business (1 or 2 businesses)	DTB, BG, BR, IT, IL, IG, NOB	Area: 50 to 100 sf per business, Sign Area A (See Table 6.12.5D)	All signage area included in maximum allowable aggregate total, inclusive of freestanding signage.
Directory	RE2, SF35, SF18, SF12, SF9, SF6, MFM, MFH, NOB	Area: 6 sf Setback: Per District	Maximum of one sign per building.
Downtown Area	DTB	See Sec.4.9.4F	See Sec. 4.9.4F
Service Station	BG, BR, IT, IL, IG	Area: 16 sf	Maximum of 2 signs per canopy. All signage area included in maximum allowable aggregate total.
Highway Commercial (Arterial/collector streets with speeds >35 MPH)	BG, BR, IT, IL, IG	Area: Sign Area C (See Table 6.12.5D)	Permitted only on street-oriented walls and walls with customer entrances. Wall signage is permitted in addition to allowable freestanding signage.
Professional Practice	All Districts except DTB, for permitted uses	Area: 9 sf	Non-illuminated in SF districts. One sign per property.
Commercial Center (3 or More Businesses)	DTB, BG, BR, IT, IL, IG	Area: 40-80 sf per tenant, Sign Area B (See Table 6.12.5D)	Wall signage is permitted in addition to allowable freestanding signage.
Property Identification	All Districts	Area: 3 sf	Non-illuminated in SF districts. One sign per property, either wall or freestanding

~~C. Temporary Sign Standards~~

~~All temporary signs shall be permitted subject to the standards that follow and Table 6.12.5D, Sign Calculations.~~

~~Table 6.12.5C Temporary Signs~~

PERMITTED SIGNS - TEMPORARY SIGNS			
Purpose	**Zoning Districts**	**Maximum Dimensions**	**Standards**
Club-sponsored Events	All Districts	Area: 32 sf	May be erected 30 days prior to event, must be removed no later than one day after event. Sign must be removed 24 hours after event.
Construction	All Districts	Height: 6 ft Area, individual sign: 24 sf Area, group sign: 32 sf	Non-illuminated signs only. Signs to be removed 10 days after project opening. One sign per architect, contractor, financier, or subcontractor.
Home Sales or Rental	All Districts	Height, Res. Dist: 6 ft Total Area, Res. Dist: 6 sf Height, Non-Res. Dist: 8 ft Total Area, Non-Res. Dist: 24 sf	Non-illuminated signs only. Sign text must relate to subject property only.
Political	All Districts	Total Area, All Signs: 24 sf	Time limit: Such signs allowable up to 30 days preceding start of early voting in the primary election, and 60 days preceding start of the voting in a general election. Signs may not be placed in public rights-of-way. Signs shall be removed within 10 days after election.
Special Event	All Districts	N/A	Limit: Up to 45 days per calendar year. Sign must be removed 24 hours after event. May include bunting, banners, pennants, balloons, and other similar special displays.
Subdivision Advertising	All Districts	Height: 12 ft Area, Single Sign: 24 sf Total Area, All Signs: 48 sf Min. Setback: 50 ft From All Existing Dwelling Units	All such signs must be within ¾-mile radius of subject subdivision. Signs shall be removed at the end of 2 years, or upon sale of the last lot or dwelling, whichever occurs first.

~~**D. Sign Calculations**~~

~~All signs shall be permitted~~ subject to the following ~~sign calculation standards~~.

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~~Table 6.12.5D Sign Calculations~~

SIGN CALCULATIONS
Landscape Area: A minimum of 3 sf landscaping per one sf of freestanding sign area. Such landscape area may coincide with an otherwise required landscaped area when it surrounds the freestanding sign.
Sign Area A: 50-100 sf maximum aggregated allowable total signage. Building Length Along Street Frontage: 50 ft or less = 50 sf maximum sign area, of which up to 24 sf may be freestanding Building Length Along Street Frontage: > 50 ft. = sign area may be increased by one sf per foot of building frontage in excess of 50 line. ft. up to 100 sf of which up to 24 sf may be freestanding. ~~All signs count toward the maximum aggregated total.~~
Sign Area B: 40-80 sf maximum aggregated allowable total wall signage per business or tenant. Building Length Along Street Frontage: 40 ft or less = 40 sf maximum sign area. Building Length Along Street Frontage: > 40 ft. = maximum area may be increased by one sf for each foot of building frontage in excess of 40 line. ft. up to 80 sf.
Sign Area C: 300 sf maximum aggregated allowable total signage per wall visible from fronting streets. Building Length Along Street Frontage: one sf for each running foot of wall length frontage up to 300 feet.

~~**1. Exception for Single Businesses with Greater Setbacks**~~

~~When one business has more than 150 lineal feet of store frontage and is located 150 feet or more from a dedicated right-of-way, total allowable signage up to a maximum of 200 square feet, shall be calculated according to the following criteria:~~

~~a. Total allowable signage is computed by adding the total allowable wall mounted signage to the total allowable freestanding signage.~~

~~b. Total wall mounted signage is computed by multiplying 0.5 by the total lineal feet of the store frontage.~~

~~**2. Exception for Single Large Business in Commercial Center with Greater Setbacks**~~

~~When one business within a commercial center has at least 20,000 square feet of floor area and is located 150 feet or more from a dedicated right-of-way, the total allowable wall mounted signage is computed by multiplying 0.0045 by the business floor area not to exceed a maximum total area of 200 square feet.~~

1. Freestanding signs for non-residential districts, except NOS and RS districts:
   a. One freestanding sign is permitted per street frontage of a parcel with vehicular access to the site.
   b. Each freestanding sign is limited in size based upon the posted speed of the adjacent fronting street:
      i. Speed limit up to 25 mph = 24 square feet of sign area
      ii. Speed limit 30 to 40 mph = 36 square feet of sign area
      iii. Speed limit 45 to 55 mph = 48 square feet of sign area
      iv. Speed limits above 55 mph = 100 square feet of sign area
   c. Freestanding signs for commercial or industrial centers may have six (6) additional square feet of sign area for each speed category, up to a maximum of 100 square feet.

d. Freestanding signs shall be limited to a height not to exceed 12 feet.

e. Freestanding signs for commercial or industrial centers shall be limited to a height not to exceed 16 feet.

f. Freestanding signs shall be setback from the adjacent property line such that the pole or the center of the support structure shall be a minimum of 5 feet from the property line. No portion of any sign may project over a property line.

g. Freestanding signs shall be placed in a landscaped area equal to the permitted sign area.

h. Drive through lanes may each have one menu board not exceeding 32 square feet in addition to signs permitted above. The menu board shall be located or screened in such a manner that its content is not readable from off-site.

i. Freestanding signs are subject to the lighting provisions of 6.11.4.B.

2. Building Wall Signs for non-residential districts, except NOS and RS districts:

a. One wall mounted sign is permitted per business on each exterior wall of the building facing a street or containing a customer entrance, up to the maximum area permitted for each business.

b. Wall mounted signs are permitted up to the following maximum size:

i. For buildings setback 0 to 25 feet from the property line, wall sign area shall be permitted up to 0.5 square foot of sign for each 1 linear foot of wall frontage of the wall upon which the sign is mounted

ii. For buildings setback 26 to 50 feet from the property line, wall sign area shall be permitted up to 1 square foot of sign for each 1 linear foot of wall frontage of the wall upon which the sign is mounted

iii. For buildings setback greater than 50 feet from the property line, wall sign area shall be permitted up to 1.5 square foot of sign for each 1 linear foot of wall frontage of the wall upon which the sign is mounted

iv. Where the property fronts a roadway with posted speed limits over 45 mph sign area shall be permitted up to 1.5 square feet of sign for each 1 linear foot of wall frontage of the wall upon which the sign is mounted, regardless of setback from property line

v. Drive through lanes may each have one menu board not exceeding 32 square feet in addition to signs permitted above. The menu board shall be located or screened in such a manner that its content is not readable from off-site.

c. Wall mounted signs are subject to the lighting provisions of 6.11.4.B.

3. Freestanding signs for residential districts and private property in NOS and RS districts:

a. Properties in Single-family districts are permitted one sign, not exceeding 6 square feet, per street frontage with vehicular access to the site.

b. Properties in Multifamily districts are permitted one sign per street frontage with vehicular access to the site as follows:

i. Speed limit up to 25 mph = 24 square feet of sign area

ii. Speed limit 30 to 40 mph = 36 square feet of sign area

iii. Speed limit 45 to 55 mph = 48 square feet of sign area

iv. Speed limits over 55 mph = 100 square feet of sign area

c. Freestanding signs shall be limited to a height not to exceed 6 feet in Single-family zones and not to exceed 12 feet in Multifamily zones.

d. Freestanding signs shall be setback from the adjacent property line such that the pole or the center of the support structure shall be a minimum of 5 feet from the property line. No portion of any sign may project over a property line.

e. Freestanding signs shall be placed in a landscaped area equal to the permitted sign area.

f. Freestanding signs are subject to the lighting provisions of 6.11.4.B.

4. Building Wall Signs for residential districts and private property in NOS and RS districts:

a. One wall mounted sign is permitted per building in a Single-family district up to 6 square feet.

b. One wall mounted sign is permitted per building in a Multifamily district up to the following maximum size:

i. For buildings setback 0 to 25 feet from the property line, wall sign area shall be permitted up to 0.5 square foot of sign for each 1 linear feet of wall frontage of the wall upon which the sign is mounted

ii. For buildings setback 26 to 50 feet from the property line, wall sign area shall be permitted up to 1 square foot of sign for each 1 linear feet of wall frontage of the wall upon which the sign is mounted

iii. For buildings setback greater than 50 feet from the property line, wall sign area shall be permitted up to 1.5 square foot of sign for each 1 linear feet of wall frontage of the wall upon which the sign is mounted

c. Wall mounted signs are subject to the lighting provisions of 6.11.4.B.

B. Temporary Signs

Temporary signs are permitted on private property in all zoning districts, subject to the following.

1. Temporary signs on private property for non-residential uses:

a. One temporary sign, of up to 24 square feet, may be permitted per business.

b. A permit shall be required for all temporary signs.

c. Temporary sign permits shall be good for 180 days. A copy of the permit must be maintained on the premises and be readily available upon demand for verification by City inspectors.

d. A temporary sign may be attached to a building wall or may be freestanding. The proposed location, materials and means of attachment or support shall be specified in the permit application.

e. A temporary sign shall be subject to City inspection to assure that the installation is accomplished in a safe manner and location.

f. Damaged or dangerous conditions caused by a temporary sign must be immediately remedied or may result in the revocation of the permit.

g. Failure to obtain a permit for a temporary sign or failure to remove a temporary sign upon expiration of a permit shall constitute a blighting condition upon the property and shall be subject to enforcement and penalties as provided in City Code Chapter 1-3 and/or City Code Chapter 7-5-20.

2. Temporary signs on private property for residential uses are exempt from permitting, but subject to the following:

a. Each temporary sign shall be limited to not more than 6 square feet.

b. Each temporary sign must be freestanding and installed in a safe and secure manner.

c. Each temporary sign shall be limited to a maximum height of 5 feet.

d. Damaged or dangerous conditions caused by a temporary sign must be immediately remedied or may result in enforcement action by the City.

e. Failure to maintain a temporary sign shall constitute a blighting condition upon the property and shall be subject to enforcement and penalties as provided in City Code Chapter 1-3 and/or City Code Chapter 7-5.

C. Signs in the Public Right-of-Way

See City Code Title VIII.

6.12.6 / Comprehensive Sign Plan Standards

A. Purpose

Comprehensive sign plans regulate the appearance and location of signs within a single large commercial or residential project. Approved comprehensive sign plans may allow additional flexibility including innovative sign design, a greater number of signs, or more sign area than otherwise permitted in this section. Comprehensive sign plans are expected to result in higher quality signage than is otherwise required.

B. Compliance with a Comprehensive Sign Plan

A Comprehensive Sign Plan may be requested by the owner of properties containing multi-tenant buildings, and multi-occupant, multi-product, or multi-service commercial development. Such development shall be required to comply with a comprehensive sign plan when approved in accordance with the procedures of Sec. 9.7, Sign Permits and Comprehensive Sign Plans, and other applicable requirements of this Code. Such proposals require review by the City's Planning and Zoning Commission and action by the City Council.

1. Proposed Development

Where requested, a Comprehensive Sign Plan shall be submitted in conjunction with the required Site Plan.

2. Existing Development

The owner of an existing ~~commercial~~ development seeking a Comprehensive Sign Plan shall submit such Plan to the City in conjunction with any addition of gross floor area by 20 percent or more, or for any interior or exterior remodeling that results in the value exceeding 20 percent or more of the building's value prior to the remodeling.

C. Comprehensive Sign Plan Requirements

A Comprehensive Sign Plan shall not be approved until and unless the City Council finds that:

1. The plan provides that signs of a similar type and function within the development will have a consistent size, lettering style, color scheme and material construction; and the plan provides for signs that meet the size limitations, location requirements and other applicable requirements of this section; or

2. The plan results in an improved design in exchange for a greater number of signs or larger sign face area than otherwise permitted by this section.

D. Effect

After approval of a comprehensive sign plan, or an amended comprehensive sign plan, no sign shall be erected, placed, painted, or maintained, except in accordance with such plan, and such plan may be enforced in the same way as any provision of this Code.

6.12.7 / Airside Signage at the Prescott Municipal Airport

For businesses with airside frontage, the following standards shall apply:

A. Applicability

All signage permitted and regulated under this Section shall be restricted to those frontages considered "airside" as defined under this Code (Refer to Sec. 11.2. Terms Defined). For those businesses with airside and landside frontage (Refer to Sec. 11.2), the landside signage shall be computed independently from the airside signage using the sign regulations provided in Sec. 6.12, Signs.

B. Airport Approval

All proposed signs shall have written approval by the Airport Director before a sign is submitted to the City of Prescott for a sign permit. The Airport Director may review signage for its placement on all airside structures and within airside areas, the material used to construct the sign, the type of illumination used, color, size, shape, where/how it is placed, and/or any other pertinent aspect relating to the proposed signage.

C. Maximum Sign Sizes, Wall Mounted:

1. Individual Buildings less than 10,000 square feet in size: 50 square feet.

2. Individual Buildings >10,000 square feet or with 75 or more linear feet of airside building frontage, total allowable signage, up to a maximum of 150 square feet, shall be calculated according to the more restrictive of the following alternative criteria:

a. For each additional linear foot of airside building frontage in excess of 75 feet, add one square foot of allowable signage to determine total allowable signage.

[EXAMPLE: 50 SF + (1 SF x no. linear ft.> 75 linear ft.) = Sign Area]

b. For each additional square foot in excess of 10,000 square feet of building area, multiply .0050 by the gross floor area (GFA) to determine total allowable signage.

[EXAMPLE: .0050 x (GFA, 10,000 or >) = Sign Area]

3. Businesses within a commercial or industrial center having airside frontage, that are determined by the Airport Director to have a need for signage shall be permitted: 40 SF

4. Additional signage may be authorized, up to a maximum of 150 square feet, according to the more restrictive of the following alternative criteria:

a. For each additional linear foot of airside building frontage in excess of 40 feet: add one square foot of allowable signage to determine total allowable signage.

[EXAMPLE: 40 SF + (1 SF x no. additional ft. >75 linear ft.) = Sign Area]

b. For each additional square foot in excess of 8,000 square feet of building area: multiply .0050 by the gross floor area (GFA) to determine total allowable signage.

[EXAMPLE: .0050 x (GFA, 8,000 or >) = Sign Area]

D. Freestanding Signage Prohibition

Freestanding signage is generally prohibited. However, the Airport Director may provide a written determination indicating that freestanding signage is appropriate. The applicant, upon receipt of this finding, may apply for a Conditional Use Permit (Refer to Sec. 9.3). Freestanding signs shall be subject to the following standards:

1. Area and Projection

a. Maximum Area: 24 SF

b. Maximum Projection From Structure: 48 inches

2. Freestanding signage area shall be included in the signage total for the individual project.

3. No signage is to project beyond any lease lines.

4. All signage shall be subject to Federal Aviation Administration codes and restrictions.

5. All signage shall be subject to the rules and regulations of the Airport.

6.12.8 / Changeable Copy Sign Standards

Changeable copy signage shall be subject to the following development standards:

A. Changeable copy signs are permitted up to a maximum of 50 square feet and shall encompass no more than 50% of the allowable freestanding sign area.

B. Minimum time interval between copy changes is 30 seconds.

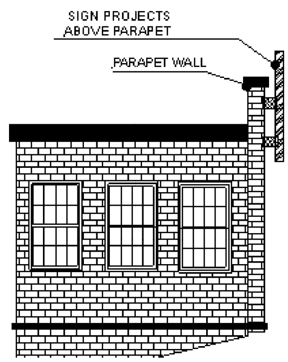
C. Transition methods are limited to static message replacement.

D. Allowable brightness is 0.3 foot candles above ambient light conditions. An automatic dimming sensor is required to appropriately adjust brightness.

6.12.9 / Prohibited Signs

Signs not specifically authorized are prohibited, including, but not limited to the following:

A. Roof mounted signs or signs that project above the highest point of the roofline, parapet, or fascia – see illustration of roofline and fascia features at right;



B. Signs that project above the canopy or awning upon which the sign is attached;

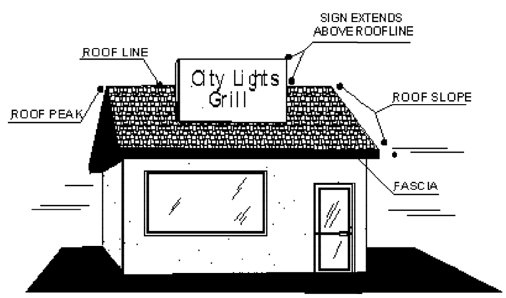
C. Sandwich signs or portable signs, except as specifically within rights-of-way permitted by the City Code within rights-of-way;

D. Signs mounted, attached or painted on trailers, boats, or motor vehicles for advertising purposes when used in place of or as additional advertising at or near the business or activity;

E. Any sign emitting sound;

F. Any sign with intermittent or flashing illumination; animated, moving signs or the illusion of movement; but not to include time and temperature signs;

G. Signs attached to and projecting from the roof or wall of a building perpendicular to a wall surface more than 36 inches, but not including signs mounted perpendicular to a wall entirely under an awning or roof overhang;



H. Signs constructed of open light bulbs; but not including exposed neon; and

I. Billboards and other off-premises signage, unless approved as a part of a comprehensive sign plan.

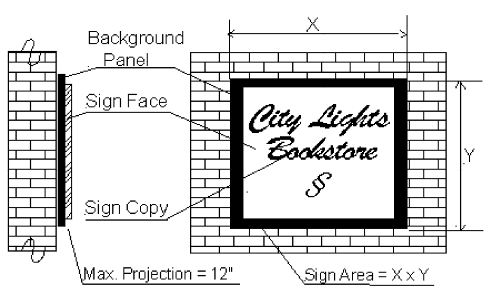
~~**J.** Banners or other temporary signs when mounted for periods exceeding 45 days.~~

6.12.10 / Sign Measurement

A. Sign Area

1. Single Sign Face

a. The area of a wall sign or sign with a single face, shall be computed by measuring the sum of:



Wall Mounted Sign

1) Areas contained within the outside dimensions of the background panel; and
2) Any surface material or color that forms an integral part of the sign, or is used to differentiate the sign from the backdrop or structure against which it is placed. Sign face does not include any supporting framework, base, bracing or decorative fence or wall that is clearly incidental to the sign.

b. Signs mounted directly on a wall, without a background, shall be measured by totaling the area(s) of the smallest rectangles that will encompass the extreme limits of each word, graphics, or other display.

2. Two or More Sign Faces

If the interior angle between the 2 sign faces is 45 degrees or less, sign area will be measured as a single face. If the 2 faces of a double-faced sign are of unequal area, the area of the sign shall be the area of the larger face. In all other cases, the areas of all faces of a multi-faced sign shall be added together to compute the area of the sign.

3. Spherical or Free-Form Signs

Sign area shall be the sum of the area of sides of the smallest 4-sided polyhedron that will encompass the sign structure.

4. Illuminated Signs

a. Sign area shall include the entire illuminated surface, or illuminated architectural element, that contains sign copy or graphics.

b. ~~Backlighted~~Back lighted architectural awnings shall count toward the sign allowance when the sign copy is visible at night.

c. Neon banding on a building shall count toward the aggregate maximum signage area.

5. Flags

Flags identifying ~~businesses and non-governmental~~ entities other than governmental, and not approved as temporary or special event signs, shall count toward aggregated sign total.

B. Height

1. Free-Standing Signs

Sign height shall be measured as the distance from the top of the sign structure to the finished grade at the base of the sign. The height of any monument base or other structure erected to support a sign shall be measured as part of the sign height.

2. Wall or Fascia Mounted Signs

Sign height shall be measured as the distance from the top of the sign structure to the finished grade at the base of the subject wall.

6.12.11 / Construction and Maintenance Standards

All signs shall be designed, constructed and maintained in accordance with the following standards:

A. Construction Standards

1. All signs shall comply with applicable provisions of the City building and electrical codes.

2. Except for permitted banners, flags, temporary signs and window signs conforming in all respects with the requirements of this Section, all signs shall be constructed of permanent materials and shall be attached to the ground, a building or another structure by direct attachment to a wall, frame or structure.

3. Signs may be attached flat against canopies made of rigid materials; canopies made of non-rigid materials (e.g. canvas) shall only have signs composed of compatible materials (e.g. paint, stitching, and vinyl).

B. Maintenance Standards

All signs shall be maintained in good structural condition, in compliance with all building and electrical codes at all times, and shall be repaired, replaced, or removed to prevent a public hazard, and subject to the following standards

1. A sign shall have no more than 20 percent of its surface area covered with disfigured, cracked, ripped or peeling paint, poster paper or other material.

2. A sign shall not stand with bent or broken sign facing, with broken supports, with loose appendages or struts, that exceeds 15 degrees from vertical.

3. A sign shall not have weeds, trees, vines, or other vegetation growing upon it, or obscuring the view of the sign from the street or right-of-way from which it is to be viewed.

6.12.12 / Visibility Obstructions

A. No signs shall be erected, and there shall be no lighting of signs or premises, so as to obstruct the view of, or be confused with, any authorized traffic signal, notice or control device. Any such signs or light sources shall be removed at the direction of the Community Development Director.

B. No sign shall obstruct visibility in the sight triangle (Refer to 6.3.10, Corner Setbacks and Intersection Visibility).

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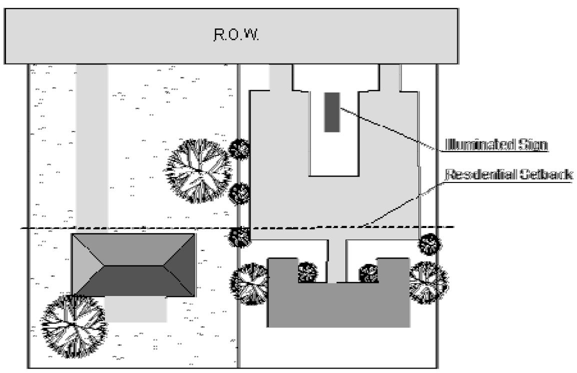

6.12.13 / Illumination

A. All sign illumination shall be subject to the provisions of Sec. 6.11.4B, Outdoor Retail, Recreational and Other Lighting.

B. No illuminated sign structure shall be placed at or behind the existing or required setbacks, whichever is greater, of an adjacent residential lot.

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Attachment: Sign Code Amendment 2016, strikethrough version (1202 : Amenment to Land Development Code Sign Regulations)

6.12.14 / Sign-related Definitions

Sign-related terms shall have the following meanings as used in this Section:

Table 6.12.14

SIGN-RELATED DEFINITIONS	
Term	**Definition**
Awning	Same as canopy.
Banner, temporary	A sign that is painted or displayed upon cloth or other flexible material.
Canopy	A shelter or cover projecting from and supported by an exterior wall or building.
Center (Commercial or Industrial)	A group of 3 or more businesses associated by common agreement or under common ownership with common parking facilities~~.~~ and common free standing signs.
~~Club, Service or Civic~~	~~An association of persons for some common, nonprofit purpose, but not including groups organized primarily to render a service that is customarily carried on as a business.~~
Landscaping	Landscaping may include trees, shrubs, ground cover, vines, walkways, ponds, fountains, sculpture and other organic and inorganic materials used for creating an attractive appearance and for the control of erosion and noise and for the separation of pedestrians and vehicles.
Maintenance	The repairing or repainting of a sign or sign structure; changing of reader panels or directory signs; or renewing copy, which has been made unusable by ordinary wear and tear or weather, is considered maintenance. Reasonable alterations, not including substantial structural replacements, shall be considered maintenance.
Roof Line	The highest point of a structure including parapets, but not to include domes, spires, chimneys or heating or cooling mechanical devices.
Sign	Any device for visual communication which is used to or intended to attract the attention of the public for business or professional purposes, when the display of this device is visible beyond the boundaries of the property upon which the display is located. The term "sign" shall not include any flag, badge, or insignia of any government or governmental agency. The term "sign" shall not include the displays or advertising devices in a merchant's window or within the interior of a building.
Sign, Animated	The movement or the optical illusion of movement of any part of the sign structure, design or pictorial segment including the movement of any illumination or the flashing, scintillating or varying of light intensity. The automatic changing of all or any part of the facing of a sign or any sign or part of a sign set in motion by movement of the atmosphere shall be considered animation. Time and temperature devices shall not be considered as animation under this Code.
Sign, Billboard	An off-site sign that directs attention to a business, commodity, service, entertainment or product not related to uses on the site where the sign is located.
Sign, Cabinet	A sign that contains all the text and/or logo symbols within a single enclosed case.
Sign, Canopy	Any sign erected directly upon a canopy.
Sign, Changeable Copy	A sign that is capable of regular and routine change of copy, which may be other than the name of the business advertised. There are two types of changeable copy signage permitted: 1) Manual: utilizes a manual means of changing copy. May or may not be internally illuminated. Also referred to as a reader board or marquee, and 2) Electronic: Utilizes an electronic means of changing copy, either remotely or by automatic means. These signs include, but are not limited to, displays using incandescent lamps, LEDs, LCDs, or a flipper matrix. Also referred to as electronic message centers and electronic message boards.

Table 6.12.14 (continued)

SIGN RELATED DEFINITIONS	
Term	**Definition**
Sign, Directional	Public signs erected by or on behalf of a governmental body to convey public information and direct or regulate pedestrian or vehicular traffic.
Sign, Directory	Any sign listing the names, uses and/or location of the tenant's businesses or activities conducted within a building or group of buildings. A sign designed to show the relative locations of the several business establishments within a shopping center or other multi-tenant development.
Sign, Fascia	A sign that is located on the horizontal piece covering the joint between the top of a wall and the projecting eaves of the roof.
Sign, Free-Standing	A sign which is erected on its own self-supporting permanent structure, detached from any supporting elements of a building.
Sign, Identification	A sign that directs attention to a business, commodity, service, entertainment or product related to uses on the site where the sign is located and which is not otherwise defined in this Ordinance.
Sign, Illuminated	A sign whose surface is lighted internally or externally.
~~Sign,~~ Mural	Murals painted on exterior walls of businesses shall be permitted, subject to review and approval by the Community Development Department to determine that, the artistic rendering does not advertise the business in any way, including subject matter or wording, and that the proposed mural is appropriate for the existing use of the building. The Community Development Department may review the background and artistic expertise of the artist based on samples of previous work. Approved murals or artistic renderings shall not be considered as signage.
Sign, Nonconforming	Any sign that is not allowed under this Code, but which, when first constructed, was lawful.
Sign, Parapet and Mansard	A sign permanently affixed to a wall or surface that is designed to protect the edge of a roof.
~~Sign, Political~~	~~A sign which supports the candidacy of any candidate for public office or urges action for or against any other matter on the ballot of primary, general, or special elections.~~
~~Sign, Portable~~	~~Any sign not permanently affixed to the ground or a structure on the site it occupies.~~
Sign, Projecting	Any sign attached to a building or other structure and extending in whole or in part more than 12 inches beyond the building.
Sign, Roof	A sign erected in any way upon a building or structure that extends above the roof line of the building or structure.
Sign, Structure	The supports and framework of the sign.
Sign, Temporary	Any sign not intended for permanent display as authorized in Sec. 6.12.5, Permitted Signs~~, and excluding portable signs~~.
Sign, Wall-mounted	A sign mounted flat against, projecting less than 12 inches or painted on the wall of a building or structure with the exposed face of the sign in a plane parallel to the face of said wall.
Signage, On-site	An attached or freestanding sign, which correctly identifies a business, commodity, service or product conducted, sold or offered on the same premises where the sign is located.
Signage, Pan-channel	An individual letter that is 3 dimensional and is constructed by means of a 3-sided metal channel.

ORDINANCE NO. 5015-1553

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE PRESCOTT LAND DEVELOPMENT CODE ARTICLE 6, SECTION 6.12 SIGNS, DELETING TABLES 6.12.5A, 6.12.5B, 6.12.5C AND 6.12.5D, AND REPLACING THEM WITH A NEW SECTION 6.12.5, AMENDING THE LANGUAGE OF SECTIONS 6.12.9, 6.12.10 AND AMENDING TABLE 6.12.14.

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

SECTION 1. That Prescott Land Development Code Article 6 is hereby amended by deleting Tables 6.12.5A, 6.12.5B, 6.12.5C and 6.12.5D, and by inserting a new Section 6.12.5 to read as follows:

6.12.5 / Permitted Signs

Signs shall be permitted on private property subject to the procedures of Sec. 9.7, Sign Permits and Comprehensive Sign Plans. All signs are subject to the lighting provisions of 6.11.4.B. Signs shall be subject to the following standards:

A. Permanent On-site Signs

Permanent on-site signs are permitted in all zoning districts, subject to the following.

1. Freestanding signs for non-residential districts, except NOS and RS districts:
   a. One freestanding sign is permitted per street frontage of a parcel with vehicular access to the site.
   b. Each freestanding sign is limited in size based upon the posted speed of the adjacent fronting street:
      i. Speed limit up to 25 mph = 24 square feet of sign area
      ii. Speed limit 30 to 40 mph = 36 square feet of sign area
      iii. Speed limit 45 to 55 mph = 48 square feet of sign area
      iv. Speed limits above 55 mph = 100 square feet of sign area
   c. Freestanding signs for commercial or industrial centers may have six (6) additional square feet of sign area for each speed category, up to a maximum of 100 square feet.
   d. Freestanding signs shall be limited to a height not to exceed 12 feet.

   e. Freestanding signs for commercial or industrial centers shall be limited to a height not to exceed 16 feet.
   f. Freestanding signs shall be setback from the adjacent property line such that the pole or the center of the support structure shall be a minimum of 5 feet from the property line. No portion of any sign may project over a property line.
   g. Freestanding signs shall be placed in a landscaped area equal to the permitted sign area.
   h. Drive through lanes may each have one menu board not exceeding 32 square feet in addition to signs permitted above. The menu board shall be located or screened in such a manner that its content is not readable from off-site.
   i. Freestanding signs are subject to the lighting provisions of 6.11.4.B.

2. Building Wall Signs for non-residential districts, except NOS and RS districts:
   a. One wall mounted sign is permitted per business on each exterior wall of the building facing a street or containing a customer entrance, up to the maximum area permitted for each business.
   b. Wall mounted signs are permitted up to the following maximum size:
      i. For buildings setback 0 to 25 feet from the property line, wall sign area shall be permitted up to 0.5 square foot of sign for each 1 linear foot of wall frontage of the wall upon which the sign is mounted
      ii. For buildings setback 26 to 50 feet from the property line, wall sign area shall be permitted up to 1 square foot of sign for each 1 linear foot of wall frontage of the wall upon which the sign is mounted
      iii. For buildings setback greater than 50 feet from the property line, wall sign area shall be permitted up to 1.5 square foot of sign for each 1 linear foot of wall frontage of the wall upon which the sign is mounted
      iv. Where the property fronts a roadway with posted speed limits over 45 mph sign area shall be permitted up to 1.5 square feet of sign for each 1 linear foot of wall frontage of the wall upon which the sign is mounted, regardless of setback from property line
      v. Drive through lanes may each have one menu board not exceeding 32 square feet in addition to signs permitted above. The menu board shall be located or screened in such a manner that its content is not readable from off-site.

c. Wall mounted signs are subject to the lighting provisions of 6.11.4.B.

3. Freestanding signs for residential districts and private property in NOS and RS districts:
   a. Properties in Single-family districts are permitted one sign, not exceeding 6 square feet, per street frontage with vehicular access to the site.
   b. Properties in Multifamily districts are permitted one sign per street frontage with vehicular access to the site as follows:
      i. Speed limit up to 25 mph = 24 square feet of sign area
      ii. Speed limit 30 to 40 mph = 36 square feet of sign area
      iii. Speed limit 45 to 55 mph = 48 square feet of sign area
      iv. Speed limits over 55 mph = 100 square feet of sign area
   c. Freestanding signs shall be limited to a height not to exceed 6 feet in Single-family zones and not to exceed 12 feet in Multifamily zones.
   d. Freestanding signs shall be setback from the adjacent property line such that the pole or the center of the support structure shall be a minimum of 5 feet from the property line. No portion of any sign may project over a property line.
   e. Freestanding signs shall be placed in a landscaped area equal to the permitted sign area.
   f. Freestanding signs are subject to the lighting provisions of 6.11.4.B.
4. Building Wall Signs for residential districts and private property in NOS and RS districts:
   a. One wall mounted sign is permitted per building in a Single-family district up to 6 square feet.
   b. One wall mounted sign is permitted per building in a Multifamily district up to the following maximum size:
      i. For buildings setback 0 to 25 feet from the property line, wall sign area shall be permitted up to 0.5 square foot of sign for each 1 linear feet of wall frontage of the wall upon which the sign is mounted
      ii. For buildings setback 26 to 50 feet from the property line, wall sign area shall be permitted up to 1 square foot of sign for each 1 linear feet of wall frontage of the wall upon which the sign is mounted
      iii. For buildings setback greater than 50 feet from the property line, wall sign area shall be permitted up to 1.5 square foot of sign for each 1 linear feet of wall frontage of the wall upon which the sign is mounted

c. Wall mounted signs are subject to the lighting provisions of 6.11.4.B.

B. Temporary Signs

Temporary signs are permitted on private property in all zoning districts, subject to the following.

1. Temporary signs on private property for non-residential uses:
    a. One temporary sign, of up to 24 square feet, may be permitted per business.
    b. A permit shall be required for all temporary signs.
    c. Temporary sign permits shall be good for 180 days. A copy of the permit must be maintained on the premises and be readily available upon demand for verification by City inspectors.
    d. A temporary sign may be attached to a building wall or may be freestanding. The proposed location, materials and means of attachment or support shall be specified in the permit application.
    e. A temporary sign shall be subject to City inspection to assure that the installation is accomplished in a safe manner and location.
    f. Damaged or dangerous conditions caused by a temporary sign must be immediately remedied or may result in the revocation of the permit.
    g. Failure to obtain a permit for a temporary sign or failure to remove a temporary sign upon expiration of a permit shall constitute a blighting condition upon the property and shall be subject to enforcement and penalties as provided in City Code Chapter 1-3 and/or City Code Chapter 7-5-20.
2. Temporary signs on private property for residential uses are exempt from permitting, but subject to the following:
    a. Each temporary sign shall be limited to not more than 6 square feet.
    b. Each temporary sign must be freestanding and installed in a safe and secure manner.
    c. Each temporary sign shall be limited to a maximum height of 5 feet.
    d. Damaged or dangerous conditions caused by a temporary sign must be immediately remedied or may result in enforcement action by the City.
    e. Failure to maintain a temporary sign shall constitute a blighting condition upon the property and shall be subject to enforcement and penalties as provided in City Code Chapter 1-3 and/or City Code Chapter 7-5.

C. Signs in the Public Right-of-Way
See City Code Title VIII.

SECTION 2. Prescott Land Development Code Article 6, Section 6.12.6 is hereby amended to read as follows:

6.12.6 / Comprehensive Sign Plan Standards

A. Purpose

Comprehensive sign plans regulate the appearance and location of signs within a single large commercial or residential project. Approved comprehensive sign plans may allow additional flexibility including innovative sign design, a greater number of signs, or more sign area than otherwise permitted in this section. Comprehensive sign plans are expected to result in higher quality signage than is otherwise required.

B. Compliance with a Comprehensive Sign Plan

A Comprehensive Sign Plan may be requested by the owner of properties containing multi-tenant buildings, and multi-occupant, multi-product, or multi-service commercial development. Such development shall be required to comply with a comprehensive sign plan when approved in accordance with the procedures of Sec. 9.7, Sign Permits and Comprehensive Sign Plans, and other applicable requirements of this Code. Such proposals require review by the City's Planning and Zoning Commission and action by the City Council.

1. Proposed Development

Where requested, a Comprehensive Sign Plan shall be submitted in conjunction with the required Site Plan.

2. Existing Development

The owner of an existing development seeking a Comprehensive Sign Plan shall submit such Plan to the City in conjunction with any addition of gross floor area by 20 percent or more, or for any interior or exterior remodeling that results in the value exceeding 20 percent or more of the building's value prior to the remodeling.

C. Comprehensive Sign Plan Requirements

A Comprehensive Sign Plan shall not be approved until and unless the City Council finds that:

1. The plan provides that signs of a similar type and function within the development will have a consistent size, lettering style, color scheme and material construction; and the plan provides for signs that meet the size limitations, location requirements and other applicable requirements of this section; or

2. The plan results in an improved design in exchange for a greater number of signs or larger sign face area than otherwise permitted by this section.

D. Effect

After approval of a comprehensive sign plan, or an amended comprehensive sign plan, no sign shall be erected, placed, painted, or maintained, except in accordance with such plan, and such plan may be enforced in the same way as any provision of this Code.

SECTION 3. Prescott Land Development Code Article 6, Section 6.12.9 is hereby amended to read as follows:

6.12.9 / Prohibited Signs

Signs not specifically authorized are prohibited, including, but not limited to the following:

- **A.** Roof mounted signs or signs that project above the highest point of the roofline, parapet, or fascia – see illustration of roofline and fascia features at right;
- **B.** Signs that project above the canopy or awning upon which the sign is attached;
- **C.** Sandwich signs or portable signs, except as specifically within rights-of-way permitted by the City Code within rights-of-way;
- **D.** Signs mounted, attached or painted on trailers, boats, or motor vehicles for advertising purposes when used in place of or as additional advertising at or near the business or activity;
- **E.** Any sign emitting sound;
- **F.** Any sign with intermittent or flashing illumination; animated, moving signs or the illusion of movement; but not to include time and temperature signs;
- **G.** Signs attached to and projecting from the roof or wall of a building perpendicular to a wall surface more than 36 inches, but not including signs mounted perpendicular to a wall entirely under an awning or roof overhang;
- **H.** Signs constructed of open light bulbs; but not including exposed neon; and
- **I.** Billboards and other off-premises signage, unless approved as a part of a comprehensive sign plan.

SECTION 4. Prescott Land Development Code Article 6, Section 6.12.10 is hereby amended to read as follows:

6.12.10 / Sign Measurement

A. Sign Area

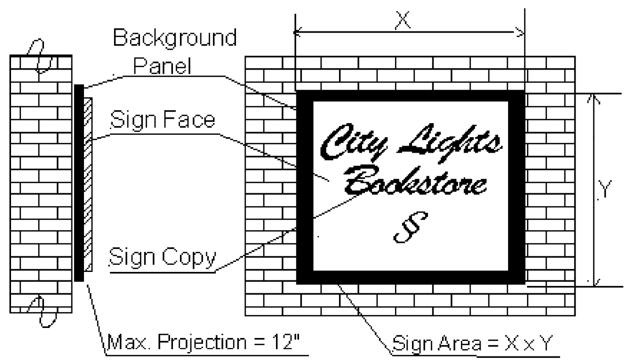
1. Single Sign Face

a. The area of a wall sign or sign with a single face, shall be computed by measuring the sum of:

1) Areas contained within the outside dimensions of the background panel; and

2) Any surface material or color that forms an integral part of the sign, or is used to differentiate the sign from the backdrop or structure against which it is placed. Sign face does not include any supporting framework, base, bracing or decorative fence or wall that is clearly incidental to the sign.

b. Signs mounted directly on a wall, without a background, shall be measured by totaling the area(s) of the smallest rectangles that will encompass the extreme limits of each word, graphics, or other display.



Wall Mounted Sign

2. Two or More Sign Faces

If the interior angle between the 2 sign faces is 45 degrees or less, sign area will be measured as a single face. If the 2 faces of a double-faced sign are of unequal area, the area of the sign shall be the area of the larger face. In all other cases, the areas of all faces of a multi-faced sign shall be added together to compute the area of the sign.

3. Spherical or Free-Form Signs

Sign area shall be the sum of the area of sides of the smallest 4-sided polyhedron that will encompass the sign structure.

4. Illuminated Signs

a. Sign area shall include the entire illuminated surface, or illuminated architectural element, that contains sign copy or graphics.

b. Back lighted architectural awnings shall count toward the sign allowance when the sign copy is visible at night.

c. Neon banding on a building shall count toward the aggregate maximum signage area.

5. Flags

Flags identifying entities other than governmental, and not approved as temporary or special event signs, shall count toward aggregated sign total.

B. Height

1. Free-Standing Signs

Sign height shall be measured as the distance from the top of the sign structure to the finished grade at the base of the sign. The height of any monument base or other structure erected to support a sign shall be measured as part of the sign height.

2. **Wall or Fascia Mounted Signs**

Sign height shall be measured as the distance from the top of the sign structure to the finished grade at the base of the subject wall.

SECTION 5. Prescott Land Development Code Article 6, Table 6.12.14 is hereby amended to read as follows:

6.12.14 / Sign-related Definitions

Sign-related terms shall have the following meanings as used in this Section:

Table 6.12.14

SIGN-RELATED DEFINITIONS	
Term	**Definition**
Awning	Same as canopy.
Banner, temporary	A sign that is painted or displayed upon cloth or other flexible material.
Canopy	A shelter or cover projecting from and supported by an exterior wall or building.
Center (Commercial or Industrial)	A group of 3 or more businesses associated by common agreement or under common ownership with common parking facilities and common free standing signs.
Landscaping	Landscaping may include trees, shrubs, ground cover, vines, walkways, ponds, fountains, sculpture and other organic and inorganic materials used for creating an attractive appearance and for the control of erosion and noise and for the separation of pedestrians and vehicles.
Maintenance	The repairing or repainting of a sign or sign structure; changing of reader panels or directory signs; or renewing copy, which has been made unusable by ordinary wear and tear or weather, is considered maintenance. Reasonable alterations, not including substantial structural replacements, shall be considered maintenance.
Roof Line	The highest point of a structure including parapets, but not to include domes, spires, chimneys or heating or cooling mechanical devices.
Sign	Any device for visual communication which is used to or intended to attract the attention of the public for business or professional purposes, when the display of this device is visible beyond the boundaries of the property upon which the display is located. The term "sign" shall not include any flag, badge, or insignia of any government or governmental agency. The term "sign" shall not include the displays or advertising devices in a merchant's window or within the interior of a building.

Sign, Animated	The movement or the optical illusion of movement of any part of the sign structure, design or pictorial segment including the movement of any illumination or the flashing, scintillating or varying of light intensity. The automatic changing of all or any part of the facing of a sign or any sign or part of a sign set in motion by movement of the atmosphere shall be considered animation. Time and temperature devices shall not be considered as animation under this Code.
Sign, Billboard	An off-site sign that directs attention to a business, commodity, service, entertainment or product not related to uses on the site where the sign is located.
Sign, Cabinet	A sign that contains all the text and/or logo symbols within a single enclosed case.
Sign, Canopy	Any sign erected directly upon a canopy.
Sign, Changeable Copy	A sign that is capable of regular and routine change of copy, which may be other than the name of the business advertised. There are two types of changeable copy signage permitted: 1) Manual: utilizes a manual means of changing copy. May or may not be internally illuminated. Also referred to as a reader board or marquee, and 2) Electronic: Utilizes an electronic means of changing copy, either remotely or by automatic means. These signs include, but are not limited to, displays using incandescent lamps, LEDs, LCDs, or a flipper matrix. Also referred to as electronic message centers and electronic message boards.
Sign, Directional	Public signs erected by or on behalf of a governmental body to convey public information and direct or regulate pedestrian or vehicular traffic.
Sign, Directory	Any sign listing the names, uses and/or location of the tenant's businesses or activities conducted within a building or group of buildings. A sign designed to show the relative locations of the several business establishments within a shopping center or other multi-tenant development.
Sign, Fascia	A sign that is located on the horizontal piece covering the joint between the top of a wall and the projecting eaves of the roof.
Sign, Free-Standing	A sign which is erected on its own self-supporting permanent structure, detached from any supporting elements of a building.
Sign, Identification	A sign that directs attention to a business, commodity, service, entertainment or product related to uses on the site where the sign is located and which is not otherwise defined in this Ordinance.
Sign, Illuminated	A sign whose surface is lighted internally or externally.
Mural	Murals painted on exterior walls of businesses shall be permitted, subject to review and approval by the Community Development Department to determine that, the artistic rendering does not advertise the business in any way, including subject matter or wording, and that the proposed mural is appropriate for the existing use of the building. The Community Development Department may review the background and artistic expertise of the artist based on samples of previous work. Approved murals or artistic renderings shall not be considered as signage.
Sign, Nonconforming	Any sign that is not allowed under this Code, but which, when first constructed, was lawful.
Sign, Parapet and Mansard	A sign permanently affixed to a wall or surface that is designed to protect the edge of a roof.

Sign, Projecting	Any sign attached to a building or other structure and extending in whole or in part more than 12 inches beyond the building.
Sign, Roof	A sign erected in any way upon a building or structure that extends above the roof line of the building or structure.
Sign, Structure	The supports and framework of the sign.
Sign, Temporary	Any sign not intended for permanent display as authorized in Sec. 6.12.5, Permitted Signs.
Sign, Wall-mounted	A sign mounted flat against, projecting less than 12 inches or painted on the wall of a building or structure with the exposed face of the sign in a plane parallel to the face of said wall.
Signage, On-site	An attached or freestanding sign, which correctly identifies a business, commodity, service or product conducted, sold or offered on the same premises where the sign is located.
Signage, Pan-channel	An individual letter that is 3 dimensional and is constructed by means of a 3-sided metal channel.

SECTION 6. That the Mayor and staff are authorized to take any action necessary to enact this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona on this ___ day of ____________, 2016.

____
HARRY B. OBERG
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/TYPE: COMBINED STUDY SESSION & VOTING MEETING 11-15-16

DEPARTMENT: Recreation Services

AGENDA ITEM: Approval of City Contract No. 2017-182 with VenTek-International for the purchase of seven (7) parking pay stations, in an estimated amount of $101,470.00

FUNDING SOURCE: General Fund

Approved By: Michael Lamar, City Manager

Item Summary

This item requests approval for the purchase of seven (7) parking pay stations from VenTek-International. A request for bids was issued and VenTek-International was the most qualified bidder, with a total bid of $101,470.00.

Background

In 2010 Recreation Services purchased four (4) parking pay stations that were placed at Watson Lake, Willow Lake, Goldwater Lake, and the Peavine Trail head at Sundog Ranch Road. During the FY16 mid-year budget adjustments it was determined that parking pay stations needed to be added at the Peavine Trail North and an additional machine at Watson Lake.

The current vendor, Digital Payment Technologies, no longer offers the pay stations utilized by the City. Along with the additional pay stations the current pay stations will be replaced. A request for bids was sent out and five (5) bids were received.

Bidder	Bid Amount	Evaluation Points
VenTek-International	$101,470.00	225
Parkeok	$8,424.00 Per Unit	201
IPS Group	$5,800.00 Per Unit	197
LOCOMobi	$157,324.20	7
Cale America	$75,760.61	7

Of the five (5) bids received four (4) did not meet the minimum requirements primarily because the pay stations do not provide change. VenTek-International met all of the requirements listed in the bid packet.

Currently VenTek-International has 30 pay stations in the Red Rock Sedona District and several more at the Grand Canyon National Park. Recreation Services sent department representatives to Sedona to meet with the US Forest Service and observe operations of the pay stations. The US Forest Service representatives have been pleased with the pay stations and VenTek-International product support.

Revenues from pay stations

	FY17 (YTD)	**FY16**	**FY15**
Payment through Machine	$99,165.83	$200,304.36	$143,288.39
Annual Pass Sales	$8,104.63	$34,688.64	$27,212.32
Total	$107,270.46	$234,993.00	$170,500.71

Financial Impact

The pay stations are a budged capital project in the FY17 Recreation Services Park Maintenance budget.

Recommended Action: MOVE to approve City Contract No. 2017-182.

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPE: **COMBINED STUDY SESSION & VOTING MEETING**
11-15-16

DEPARTMENT: **Public Works**

AGENDA ITEM: Award of City Contract No. 2017-172 to Asphalt Paving & Supply, Inc., for the Alarcon Streetscape Improvement Project, in the amount of $995,995.95

FUNDING SOURCE: Streets Fund

Approved By: Michael Lamar, City Manager

Item Summary

This item is to award City Contract No. 2017-172 to Asphalt Paving & Supply, Inc., for the Alarcon Streetscape Improvement Project in the amount of $995,995.95. The location of the project is shown on the attached vicinity map.

Background

Due to its current condition, Alarcon Street between E. Gurley and Sheldon Streets were budgeted for reconstruction as part of the FY16 Pavement Management Program. The increased width of the Alarcon Street right-of-way provides an opportunity to incorporate additional street improvements.

In addition to a new asphalt surface landscaping, water quality elements, traffic and pedestrian safety, and bicycle improvements will be included. The existing asphalt surface will be recycled as base material for the new asphalt surface, with new concrete curbs and 10 additional parking spaces being added. Evaluation of the existing water and sewer facilities indicates that no utility improvements are required.

Bid Results

The project was publicly bid on two consecutive weeks in September 2016. Three (3) bids were received on October 20, 2016, with the following results:

Company	Location	Bid Amount
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	$ 995,995.95
Fann Contracting	Prescott, AZ	$1,094,143.00
Capital Improvements, LLC.	Prescott, AZ	$1,840,000.00

Engineer's Estimate $1,103,770.75

The City received written confirmation of the bid from Asphalt Paving & Supply, Inc. Verification of license, bonding, references, and past performance of similar projects is complete. Based on this information, the bid is deemed responsive and balanced.

Award of the low bid in the amount of $995,995.95 is recommended.

Project Schedule

Per the contract, all work must be substantially complete within 120 calendar days of the notice to proceed. Pending contract award, the following milestones have been identified:

Award of Contract	November 15, 2016
Notice to Proceed (NTP)	Week of January 16, 2017
Commence Construction	Week of January 16, 2017
Completion	Week of May 15, 2017

Financial Impact

The Alarcon street improvement project was only budgeted for pavement replacement; after further investigation it was determined that other essential improvements were also needed. Funding for the project is available in the Streets Fund. The City's standard construction contract will be used for the project.

Attachments

1. Vicinity Map, Alarcon Paving Project

Recommended Action: MOVE to award City Contract No. 2017-172.

VICINITY MAP EXHIBIT
ALARCON PAVING PROJECT

CITY OF PRESCOTT
Everybody's Hometown

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPE: **COMBINED STUDY SESSION & VOTING MEETING**
11-15-16

DEPARTMENT: **Public Works**

AGENDA ITEM: Award of City Contract No. 2017-176 to Selectron Technologies, Inc., for use of Interactive Voice Response System Software to manage all telephonic inspection requests for Building Safety, Public Works, Fire, and Code Enforcement inspection activities, in the amount of $181,440.00.

FUNDING SOURCE: General Fund, Streets Fund, Wastewater Fund, Water Fund

Approved By: Michael Lamar, City Manager

Item Summary

This item is to award a contract to Selectron Technologies, Inc., for a subscription to their Interactive Voice Response (IVR) system software. This product will provide a telephonic call-in inspection line for use by both internal and external customers for Building Safety, Public Works, Fire, and Code Enforcement activities.

Background

In 2009, the City purchased software from Tele-works, Inc. for all Interactive Voice Response System (IVR) activities. An IVR system has been in place, primarily for Building Safety, for over a decade and is the primary source of communication for requesting inspections from City staff once a permit is issued. Since 2009, the use of the IVR system has been expanded to include Public Works, Fire, and Code Enforcement inspection activities. The City receives approximately 1,200 IVR requests per month, and 14,400 annually.

In 2015, Tele-works, Inc., was purchased by Paymentus. Later that year, the City was informed that the Tele-works platform would no longer be supported by Paymentus.

Procurement

A Request for Proposals was publicly noticed on September 11, 2016, and September 18, 2016, for an Interactive Voice Response System (IVR). Four (4) firms responded to the request on September 29, 2016. A review of each firm's qualifications, system functionality, interface with Accela Land Management, project management experience and delivery capability was performed. Selectron Technologies, Inc., was selected as the highest-rated firm for the subject project. A scope of work was developed, and a fee negotiated (Exhibit A). The final ranking of the proposals submitted is as follows:

1. Selectron Technologies, Inc.
2. Paymentus
3. Dirad Technologies
4. QoStelesys

The initial term of the contract with Selectron Technologies, Inc., is for three (3) years in the amount of $105,795.00, which includes implementation costs. There is also a one-time renewal option for an additional three (3) year period, in the amount of $75,645.00. The total six year contract is $181,440.00.

Financial Impact

Funding for this contract was budgeted in FY17 and is available from the General, Water, Sewer and Streets Funds.

Project Schedule

The Selectron IVR system implementation is scheduled to be completed within five (5) months of the Notice to Proceed. Implementation will occur in conjunction with the Accela Land Management software implementation in 2017.

Award of Contract	November 15, 2016
Notice to Proceed (NTP)	Week of November 21, 2016
Project Completion	April 2017

Attachments

1. Selectron Technologies, Inc., City Contract No 2017-176

Recommended Action: MOVE to award City Contract No. 2017-176.

Selectron TECHNOLOGIES, INC.

Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this “**Agreement**”) by and between Selectron Technologies, Inc., an Oregon corporation having a principal place of business at 12323 SW 66th Avenue, Portland, OR 97223, and its successors and assigns (“**Selectron**”), and the City of Prescott, AZ (“**Licensee**”).

Recitals

Whereas, as between Selectron and Licensee, Selectron is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the “**Licensed Software**”; and

Whereas, Selectron wishes to grant to Licensee, and Licensee desires to obtain from Selectron, certain rights to access and use, and to permit authorized Licensee employees to access and use the Licensed Software through Selectron’s application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

Agreement

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

1.1 “**Aggregate Data**” means information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify Licensee or a particular individual, including Licensee Data that has been de-identified and anonymized and combined with data about other individuals and transactions.

1.2 “**Authorized User”** means an Employee that Licensee provides with access to the Licensed Software.

1.3 “**Derivative Work**” shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that in the absence of a license, would infringe the Intellectual Property Rights associated with such preexisting work.

1.4 “**Documentation**” shall mean the standard documentation for the Licensed Software, as generally provided by Selectron to its other customers.

1.5 “**Employee**” shall mean a then-current employee of Licensee.

1.6 “**Intellectual Property Rights**” shall mean all rights associated with (a) patents, designs, algorithms, and other industrial property rights; (b) works of authorship, including copyrights, “moral rights”, and derivative works thereof; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); (e) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, divisions, continuations, renewals, extensions, divisions, and re-issuances of any of the foregoing, now existing or acquired in the future.

1.7 “**Licensed Software**” shall mean, collectively, (a) the software programs that are listed in Exhibit A and further described in Exhibit C; (b) the Documentation; and (c) any Updates.

1.8 “**Licensee Data**” means structured data about and identifiable to customers of Licensee, including without limitation data about transactions between such customers and Licensee, (a) that Licensee provides to Selectron to enable Selectron to provide the Licensed Software and the Services, (b) that Selectron collects from Licensee’s customers to facilitate payments by those customers to Licensee, or (c) that Selectron otherwise collects or creates, including by automated means, in the course of performing the Services or providing the Licensed Software to Licensee.

1.9 "**PCI Data**" means Cardholder Data (including, without limitation, Primary Account Number, cardholder name, expiration date, and service code) and Sensitive Authentication Data (including without limitation full magnetic stripe data or the equivalent on a chip, CAV2/CVC2/CW2/CID, PINs/PIN block), as such terms are defined by the PCI Security Standards Council.

1.10 "**Security Incident**" means a breach of security resulting in an unauthorized third party gaining access to Licensee Data if (a) such breach creates a substantial risk of harm to Licensee or any individual(s) and (b) the Licensee Data was accessed in unencrypted, usable, or readable form or it is reasonably likely that the unauthorized third party has acquired or will acquire the decryption key or other means of converting the Licensee Data to readable or usable form.

1.11 "**Services**" means the outbound call management, customization, training, set-up, configuration, or other services listed in Exhibit A and further described in Exhibit C hereto, the Technical Support Services, and any other services Selectron provides to Licensee as described herein.

1.12 "**Technical Support Services**" means the maintenance and technical support services described in Exhibit B hereto.

1.13 "**Term**" shall have the meaning set forth in Section 11.1.

1.14 "**Trademarks**" shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; (c) such other marks and logotypes as either party may designate from time to time in writing; and (d) the goodwill connected with the use of and symbolized by any of the foregoing.

1.15 "**Updates**" shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to Licensed Software, including the Documentation, that may be provided or otherwise made available hereunder by Selectron to Licensee during the Term.

1.16 "**Work Product**" means any and all work product, deliverables, materials, drawings, works of authorship, creative works, designs, inventions, documentation, methods, processes, techniques, software, reports, or data created or developed by Selectron in the course of performing the Services or providing the Licensed Software, excluding Licensee Data.

2. Grant of License; Restrictions

2.1 **Grant of License to Use Licensed Software**. Subject to the terms and conditions of this Agreement, including the End User License Agreement ("**EULA**") attached hereto as Exhibit D which is incorporated into and made a part hereof, and the timely payment of all fees hereunder, Selectron hereby grants to Licensee a non-exclusive, nontransferable, nonsublicensable, limited license, during the Term, to access and use the Licensed Software solely in accordance with the Documentation and the EULA and solely for Licensee's own internal business use. Licensee may only access and use the Licensed Software through its Authorized Users using valid customer identification(s) issued pursuant to Section 3.3. Except as set forth in this Section 2.1 or the EULA, no other right or license of any kind is granted by Selectron to Licensee hereunder with respect to the Licensed Software.

2.2 **Software Restrictions**. Licensee hereby acknowledges and agrees that it shall not use the Licensed Software for any purpose other than the purpose for which Selectron has developed the Licensed Software, and that it shall use the Licensed Software in accordance with the EULA and all applicable laws, rules, and regulations. In the event of any violation of this Section 2.2 or the terms of the EULA by Licensee or any person Licensee provides with access to the Licensed Software (whether or not such person is an Authorized User), Selectron may terminate this Agreement in accordance with Section 11.2, and shall be entitled to equitable relief in accordance with Section 12.5.

2.3 **Data Restrictions**. Selectron hereby acknowledges that the Licensee Data may contain sensitive, personally-identifiable information. Selectron will not disclose Licensee Data to any third-party except as required to perform its obligations under this Agreement (e.g., transmittal of PCI Data to Licensee's designated payment gateway) and will maintain and use the Licensee Data only for purposes of performing its obligations under this Agreement. Except as otherwise expressly provided herein, Selectron will promptly delete any Licensee Data that Licensee requests in writing to be deleted (except for data retention required by law).

2.4 Rights in Aggregate Data. Notwithstanding Section 2.3, Selectron may, (a) during the term of this Agreement, use and analyze the Licensee Data to generate Aggregate Data and (b) during and after the term of this Agreement, retain, use, publish, and otherwise disclose Aggregate Data without restriction, so long as the Aggregate Data is disclosed in a form in which it cannot be used to identify Licensee or any particular individual(s). By way of example and without creating any limitation, Selectron may analyze the Licensee Data along with data gathered from other sources to generate statistics and analytics about success rates of municipalities in collecting payments in response to IVR notification calls.

3. Deliverables and Services

3.1 Services. Selectron shall perform the Services described in Exhibit A and Exhibit C and the Technical Support Services described in Exhibit B in accordance with the terms of this Agreement.

3.2 Delivery, Testing, and Acceptance. All deliveries of equipment or physical goods required under this Agreement shall be F.C.A. Selectron's facilities. Selectron shall provide Licensee with the Documentation and access to the Licensed Software according to the delivery, testing, and acceptance schedule and terms and conditions set forth in Exhibit A and Exhibit C. Unless a testing period ("**Testing Period**") of different duration is set forth in Exhibit A or Exhibit C, Licensee shall have a Testing Period of thirty (30) days from the date of delivery of any Licensed Softwares, including any customized Licensed Software, to inspect and test the Licensed Software. Licensee may reject the Licensed Software during the Testing Period by providing Selectron with written notice of rejection describing any failure of the Licensed Software to substantially comply with the limited warranty set forth in Section 7.2 in sufficient detail to enable Selectron to reproduce such failure. As soon as is commercially reasonable after receipt of such notice of rejection, Selectron shall correct any such substantial non-conformity, and upon delivery of a corrected release of the Licensed Software, Licensee shall have another Testing Period of equal duration to the original Testing Period to inspect and test the Software and to accept or reject it in accordance with the foregoing procedures. The Service Fees applicable to any Licensed Software rejected in accordance with this Section 3.2 shall be suspended until a corrected release is accepted by Licensee. If Licensee fails to reject any release of Licensed Software during its Testing Period, the Licensed Software shall be deemed accepted, and Licensee's sole remedy for any non-conformance shall be the Technical Support Services provided hereunder.

3.3 Authorized Users; Licensee Identification and Passwords. Licensee shall not permit any person to access the Licensed Software other than Employees whom Licensee has designated as Authorized Users. Each individual natural person shall be a separate Authorized User for purposes of this Agreement. Licensee shall create or request that Selectron create unique log-in credentials, consisting of a "**User Identification**" and "**User Password**", for each individual Authorized User who shall be accessing the Licensed Software. Licensee hereby acknowledges that Licensee and its Authorized Users bear sole responsibility for protecting the confidentiality of all User Passwords and shall remain fully responsible and liable for (and Selectron shall not be responsible or liable for) any unauthorized use of any User Identifications or User Passwords. Licensee shall not share or disclose, and shall not permit any Authorized User to share or disclose, such Authorized User's log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. A User Identification may not be transferred from one Authorized User to another Authorized User. Licensee shall promptly terminate (or cause to be terminated by requesting that Selectron terminate) the User Identification for any individual who ceases to be an Authorized User for any reason, including without limitation due to termination of such individual's employment with Licensee. Licensee shall promptly notify Selectron if it discovers or suspects that any log-in credentials have been accessed or used by any person other than the Authorized User to which such log-in credentials were granted, in which case Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

3.4 Hosting. During the Term, Selectron and/or its designees shall host and maintain the Licensed Software, and provide access thereto, subject to the terms and conditions of this Agreement and the EULA.

3.5 Updates, Maintenance, and Technical Support. During the Term, Selectron shall provide Licensee with Updates as they are made generally available by Selectron to its other customers, as well as maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit B. Any Update provided or made available by Selectron hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

3.6 Other Modifications to the Licensed Software. Licensee understands and agrees that Selectron may make modifications and updates to the Licensed Software from time to time. Selectron may determine in its sole discretion whether to provide such modifications and updates to Licensee and its other customers as an Update hereunder, or whether such modifications and updates will be issued as a separate or new product or premium version of the Licensed Software that is available only at an additional charge.

3.7 Further Licensee Obligations. Licensee shall be solely responsible for acquiring and maintaining, at its own expense, the necessary equipment and Internet and telecommunication services required to access the Licensed Software and the Services. Licensee acknowledges that Selectron shall have no obligation to assist Licensee in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

4. Fees and Payment

4.1 Service Fees. Licensee shall pay to Selectron service fees ("**Service Fees**") in the amounts and according to the terms and conditions set forth in Exhibit A. In addition to the payment of Service Fees, unless different terms are provided for in Exhibit A, Licensee agrees to reimburse Selectron for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Selectron in connection with the performance of any Services.

4.2 Payment Terms. Unless different payment terms are set forth in Exhibit A, all fees and expenses payable hereunder shall be due thirty (30) days from the date of invoice, and any amounts not paid when due will incur late fee charges at the rate of 1.5% per month, or the maximum rate permitted by applicable law, whichever is lower, calculated on a daily basis. If any amounts are past due and outstanding, Selectron reserves the right to suspend the licenses granted hereunder, suspend access to the Licensed Software, and discontinue the Services until all outstanding amounts are paid. Selectron is entitled to recover all costs of collection, including attorney's fees and related expenses.

4.3 Disputed Amounts. Any disputed charges must be presented by Licensee to Selectron in writing within fifteen (15) days of the date of invoice, and the parties agree to cooperate in good faith to promptly resolve any disputed invoice within fifteen (15) days of Selectron's receipt of Licensee's written notice of dispute. In the event Licensee disputes any amounts invoiced by Selectron in good faith, the undisputed amount shall be paid when due, and only disputed amounts shall be withheld pending resolution of the dispute. If payment of a disputed amount has already been made and later resolution of the dispute is in Licensee's favor, a credit will be issed by Selectron to Licensee on the next invoice.

4.4 Fee Increases. During the Initial Term, the Service Fees set forth in Exhibit A shall apply. After the Initial Term (as defined in Section 11.1 below), Selectron may increase or change its fees by providing Licensee with notice of such increase or change at least ninety (90) days prior to the effective date of such increase or change. Licensee's sole alternative to such fee increase or change shall be to terminate this Agreement by providing notice of termination to Selectron within twenty (20) days after receipt of the notice of price increase or change, which termination will become effective thirty (30) days after such written notice of termination.

4.5 Taxes. All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Licensee shall pay, indemnify, and hold Selectron harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other taxes or governmental charges of any nature, including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Licensee and any services rendered to Licensee; provided, however, that Licensee be responsible for paying any taxes imposed on, or with respect to, Selectron's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Proprietary Rights

As between Selectron and Licensee, Selectron and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights in and to the Licensed Software and any Work Product resulting from performance of the Services and any portions thereof, including without limitation any copy or Derivative Work of the Licensed Software (or any portion thereof) and any Updates and upgrades thereto. Licensee agrees to take any action reasonably requested by Selectron to evidence, maintain, enforce, or defend the foregoing. Licensee shall not take any action to jeopardize, encumber, limit, or interfere in any manner with

Selectron's or its licensors' ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software and any Work Product are licensed, not sold, and Licensee shall have only those rights in and to the Licensed Software and Work Product and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement, including the EULA.

6. Proprietary Information

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the disclosing party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent; provided, however, that each party (the "**receiving party**") may disclose Proprietary Information of the other party (the "**disclosing party**") (a) to such receiving party's employees, directors, officers, contractors, and agents (collectively, "**Representatives**") who have a need to know such information and who have been advised of and have agreed to comply with the confidentiality restrictions contained in this Section 6 and (b) to such third parties as are authorized or directed by the disclosing party in writing. Each party shall be responsible and liable for the actions and omissions of its Representatives. "**Proprietary Information**" belonging to a disclosing party includes, but is not limited to, such disclosing party's (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding its plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of employees, and (d) other information about or belonging to such disclosing party that the receiving party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded by the disclosing party as confidential. Proprietary Information includes reports, analyses, notes, and other information or materials that contain or are derived using the disclosing party's Proprietary Information, even if developed in whole or in part by the receiving party.

For clarity, information about the Licensed Software, including information about its features, functionality, and pricing, are and shall remain the Proprietary Information of Selectron. For further clarity, Licensee Data is and shall remain the Proprietary Information of Licensee.

Notwithstanding the foregoing, information will not be considered to be Proprietary Information if (a) it is readily available to the public other than by a breach of this Agreement; (b) it has been rightfully received by the receiving party from a third party without confidentiality limitations; (c) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (d) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. The receiving party shall be entitled to disclose the disclosing party's Proprietary Information if required by law or a judicial order; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party, and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

7. Representations and Warranties; Warranty Disclaimer.

7.1 Mutual Representations. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate powers, (b) has been duly authorized by all necessary corporate action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

7.2 Limited Software Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron represents and warrants to Licensee that the Licensed Software, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation. If Licensee finds what it reasonably believes to be a failure of the Licensed Software to substantially conform to the functional specifications in the Documentation, and provides Selectron with a written report that describes such failure in sufficient detail to enable Selectron to reproduce such failure, Selectron shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Licensee in accordance with Exhibit B hereto. Outside the United States, this limited warranty is only available with proof of purchase from an authorized source. EXCEPT FOR THE EXPRESS WARRANTY

ABOVE, SELECTRON PROVIDES THE LICENSED SOFTWARE TO LICENSEE "AS IS" AND "AS AVAILABLE." SELECTRON MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SELECTRON, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. This Section states the entire liability of Selectron and the sole and exclusive remedy of Licensee with respect to any breach of the foregoing express warranty.

7.3 Limited Services Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron warrants that the Services shall be performed in a professional and workmanlike manner. Selectron's sole obligation, and Licensee's exclusive remedy for breach of the foregoing warranty, is that Selectron shall use its commercially reasonable efforts to re-perform the Services or otherwise cure such breach. If, in Selectron's sole judgement, curing the breach is not commercially feasible, Selectron shall credit Licensee for a portion of the fees allocable to the affected period of time that is proportionate to the period the Services or Licensee's ability to access or use the Licensed Software was impaired.

7.4 Disclaimer of Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 AND SECTION 8.4 CONSTITUTE THE ONLY WARRANTIES MADE BY SELECTRON WITH RESPECT TO THE LICENSED SOFTWARE AND THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELECTRON DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN SECTION 7 AND SECTION 8.4 OF THIS AGREEMENT.

7.5 Defects Not Covered by Warranties. Selectron shall have no obligations under Section 7.2 to the extent any nonconformance or failure of, or error in, the Licensed Software is caused by (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, or combination of the Licensed Software with any other materials or service, unless the combination is performed by Selectron; (b) transportation, neglect, misuse, or misapplication of the Licensed Software, or any use of the Licensed Software that is not in accordance with this Agreement, the EULA, and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, except as may be performed by Selectron; (d) failure to provide a suitable use environment for all or any part of the Licensed Software; or (e) failure to maintain systems and environments that are compatible with Updates.

8. Security

8.1 Internet Security. Selectron's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Licensee is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Selectron makes no representations or warranties to Licensee regarding (a) the security or privacy of Licensee's network environment, or (b) any third-party technologies' or services' ability to meet Licensee's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Licensee is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Licensee acknowledges and agrees that Selectron does not operate or control the Internet and that Selectron shall have no responsibility or liability in connection with a breach of security or privacy regarding the Licensed Software or information contained therein that is caused by (a) viruses, worms, Trojan horses, or other undesirable data or software; (b) unauthorized users, e.g., hackers; or (c) any other third party or activity beyond Selectron's reasonable control; in each of the foregoing cases, except to the extent caused by Selectron's breach of Section 8.3 or 8.4.

8.2 Outbound Services Disclaimer. Outbound services are intended to create additional methods of communication to Licensee's employees who use the Licensed Software in support of existing processes. These services are not intended to replace all interaction with Licensee's end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Licensee acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software, and Licensee acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Selectron, and that Licensee forever releases Selectron from any and all liability caused by (a) any failed call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; (b) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (c) if Licensee, or Licensee's employees, suffer injury or damage due to the failure of outbound services to operate, even though Licensee does not know what or how extensive those injuries or damages might be, unless such losses were directly attributable to Selectron's gross negligence or willful misconduct.

8.3 Privacy and Security Standards. Selectron agrees that it will gather, collect, receive, generate, store, use, maintain, transmit, process, import, export, transfer and disclose the Licensee Data substantially in compliance with applicable data protection, security, breach notification and privacy laws, rules, regulations and industry standards to which Selectron is subject. Selectron shall, at all times, use reasonable measures to protect the confidentiality of the Licensee Data in its possession or care, including technical, administrative, and physical safeguards that are appropriate given the nature of the Licensee Data.

8.4 PCI Compliance. Selectron warrants that, during the Term of this Agreement, (a) all system components, people, processes, and the cardholder data environment that are used in Selectron's collection, transmittal, or other processing of PCI Data on behalf of Licensee are and shall remain compliant with the applicable provisions of PCI DSS; and (b) Selectron PayEngine™, Selectron's proprietary payment application, is and shall remain compliant with PA-DSS. On an annual basis or upon Licensee's request, Selectron shall provide Licensee with an Attestation of Compliance or Attestation of Validation confirming such compliance.

8.5 Incident Response. In the event Selectron becomes aware of a confirmed or suspected Security Incident involving the unauthorized disclosure or theft of PCI Data, Selectron shall (a) notify Licensee, (b) cooperate in any investigation, (c) promptly take reasonable measures to prevent further unauthorized access or use of the Licensee Data, (d) cooperate with Licensee's notification to affected individuals if such notification is required by applicable law or regulation, and (e) perform all such other acts, or cooperate with Licensee's performance of all such other acts, that are required with respect to such Security Incident by applicable law or regulation.

8.6 Limited Scope of PCI Data Processing. The parties acknowledge that Selectron's sole processing of PCI Data on behalf of Licensee shall consist of (a) collecting PCI Data needed to facilitate payments to Licensee, (b) transmitting such PCI Data to a third party payment gateway designated by Licensee, and (c) receiving confirmation via the payment gateway that the payment transaction has been completed. After transmittal of PCI Data to the payment gateway, Selectron will not retain, store, or continue to use or process such PCI Data.

8.7 Data Transfers Between Licensee and Selectron. The parties acknowledge that, to facilitate providing the Services and the Licensed Software, Selectron and Licensee shall regularly transfer Licensee Data to each other. Licensee, not Selectron, is responsible for providing and maintaining a secure file transfer protocol for such transfer of Licensee Data, and shall be responsible for maintaining the security of the system components, environment, and procedures of such file transfer protocol.

8.8 Licensee's Privacy Practices. Licensee acknowledges that the Licensee Data includes information about individuals with whom Licensee, rather than Selectron, has direct relationships. Therefore, it is Licensee's obligation, and not Selectron's obligation, to provide any privacy notices or disclosures to, and obtain any consent from, such individuals as may be required by applicable law with respect to processing of the Licensee Data by Selectron on Licensee's behalf. Licensee represents, warrants, and covenants to Selectron that (a) Licensee has the authority to transmit the Licensee Data to Selectron; and (b) Selectron's collection, storage, transmittal, and other processing of the Licensee Data on behalf of Licensee, as described in the Documentation and this Agreement, does not and will not violate any applicable laws, regulations, ordinances, contracts, policies, orders, or decrees to which Licensee is subject.

9. Indemnification

9.1 Infringement Indemnity Obligations of Selectron. Selectron shall defend any action brought against Licensee to the extent it is based on a third party claim that use by Licensee of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes or misappropriates any valid United States patent, copyright, or trade secret. Selectron shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Licensee in such action that are attributable to such claim. Licensee agrees to promptly notify Selectron of any known or suspected infringement or misappropriation of Selectron's proprietary rights of which Licensee becomes aware. Should the Licensed Software become, or be likely to become in Selectron's opinion, the subject of any claim of infringement, Selectron may, at its option (a) procure for Licensee the right to continue using the potentially infringing materials; (b) replace or modify the potentially infringing materials to make them non-infringing; or (c) terminate this Agreement and provide Licensee with a refund equal to the set-up fees paid by Licensee, less an amount equal to the depreciated portion of such fees calculated on a three (3) year straight-line basis. This Section 9.1 states the entire liability of Selectron and the exclusive remedy of Licensee with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

9.2 Infringement Indemnity Obligations of Licensee. Selectron shall have no liability for any claim based upon (a) the use, operation, or combination of the Licensed Software with non-Selectron programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (b) use of other than the then-current, unaltered version of the Licensed Software that incorporates all Updates; (c) Licensee's or its agents' or Employees' activities after Selectron has notified Licensee that Selectron believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software that are not specifically authorized in writing by Selectron; (e) any third party software; (f) any Licensee Data; or (g) Licensee's breach or alleged breach of this Agreement. Licensee shall indemnify, defend, and hold Selectron harmless for, from and against all liabilities, costs, damages, and expenses (including reasonable attorney's fees) awarded against or incurred by Selectron in such action(s) that are attributable to such claim.

9.3 Security Related Indemnity Obligations of Selectron. If an investigation performed by a qualified third party forensic investigator confirms that a Security Incident was caused solely by an act or omission of Selectron, including any security vulnerability in system components, procedures, or environments owned or controlled by Selectron, then Selectron shall defend, indemnify, and hold harmless Licensee for, from and against all liabilities, costs, damages, fines, penalties, and expenses (including reasonable attorney's fees) incurred by Licensee as a result of such Security Incident, including the reasonable costs of investigation and reasonable costs of notification to affected individuals and providing credit monitoring or other fraud prevention services, but only to the extent such notification, credit monitoring, or other fraud prevention services are required by applicable laws, regulations, a court order or consent decree, or the terms of a settlement and release of claims arising from such Security Incident that Selectron has consented to (collectively, "**Losses**").

9.4 Security Related Indemnity Obligations of Licensee. Selectron shall have no liability or obligation to defend or indemnify Licensee with respect to any Losses caused by Licensee's breach of Sections 8.7 or 8.8 or any Security Incident to the extent caused in whole or in part by an act or omission of Licensee or any third party (other than Selectron's subcontractors) or any of their affiliates, employees, directors, officers, agents, or contractors (other than Selectron), including without limitation any of the following acts or omissions: (a) their loss of control of any device, (b) their failure to maintain the confidentiality of log-in credentials, (c) their transmission of data via methods that are not secure, (d) Licensee's failure to maintain systems and environments that are compatible with any Update, (e) their violation of the applicable terms of this Agreement or any applicable laws, regulations, or industry standards, or (f) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures, including without limitation any vulnerability in the file transfer protocol maintained by Licensee pursuant to Section 8.7. Licensee shall indemnify, defend, and hold harmless Selectron for, from and against all Losses arising from any such Security Incident or Licensee's breach of Sections 8.7 or 8.8, including without limitation any expenses incurred by Selectron in complying with its obligations under Section 8.5.

9.5 Conditions for Indemnification. The parties' indemnification obligations hereunder shall apply only if (a) the party to be indemnified (the "**indemnitee**" notifies the party obligated to indemnify them (the "**indemnitor"**) in writing of a claim promptly upon learning of or receiving the same; and (b) the indemnitee provides the indemnitor with reasonable assistance requested by the indemnitor, at the indemnitor's expense, for the defense and settlement, if applicable, of any claim. The indemnitee's failure to perform any obligations or satisfy any conditions under this Section 9.5 shall not relieve the indemnitor of its obligations hereunder except to the extent that the indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

9.6 Control of Defense. After receipt of notice of a claim, the indemnitor shall be entitled, if it so elects, at its own cost, risk and expense (a) to take control of the defense and investigation of such lawsuit or action; and (ii) to employ and engage attorneys of its own choice to handle and defend the same; *provided, however,* that the indemnitee's consent shall be required for any settlement that does not include a full release of all claims. If the indemnitor fails to assume the defense of such claim within ten (10) business days after receipt of notice of the claim, the indemnitee will (upon delivering notice to such effect to the indemnitor) have the right to undertake, at the indemnitor's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnitor; provided, however, that such claim shall not be compromised or settled without the written consent of the indemnitor. The party that assumes control of the defense of the claim will keep the other party reasonably informed of the progress of any such defense, compromise or settlement. Notwithstanding the foregoing, the indemnitee shall be entitled to conduct its own defense at the cost and expense of the indemnitor if the indemnitee establishes that the conduct of its defense by the indemnitor would reasonably be likely to prejudice materially the indemnitee due to a conflict of interest between the indemnitee and the indemnitor; and provided further that in any event, the indemnitee may participate in such defense at its own expense.

10. Limitation of Liability

10.1 Limited Remedy. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR THEIR SUPPLIERS OR LICENSORS BE LIABLE FOR, OR BE OBLIGATED TO INDEMNIFY LICENSEE FOR, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED.

10.2 Maximum Liability. Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Selectron's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed the amounts actually received by Selectron from Licensee hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim. Licensee acknowledges that the Service Fees reflect the allocation of risk set forth in this Agreement and that Selectron would not enter into this Agreement without the limitations on liability set forth in this Agreement. In the case of gross negligence or intentional torts by Selectron, entire liability shall not exceed 3 times the amounts actually received by Selectron in the twelve (12) months immediately preceding the action that gave rise to the claim.

11. Term and Termination

11.1 Term. The term of this Agreement shall commence on the Effective Date and continue for an initial period of three (3) years therefrom (the "Initial Term"). Agreement shall automatically renew for another three (3) year period at the end of the Initial Term unless either party notifies the other of its intention not to renew at least ninety (90) days before the end of the then-current term (collectively, the "Term"). Thereafter Agreement will automatically renew for successive one (1) year periods unless either party notifies the other of its intention not to renew at least ninety (90) days before the end of the then-current term (collectively, the "Term"). If Licensee cancels prior to the end of the Initial Term of three (3) years, all fees for the Initial Term of this agreement that are unpaid will become immediately due.

11.2 Termination for Default. If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within sixty (60) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting party institutes within the sixty (60) day-period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Licensee breaches the EULA or Sections 2.2, 5 and/or 6 of this Agreement, Selectron may immediately terminate this Agreement. Licensee shall notify Selectron within twenty-four (24) hours of Licensee's becoming aware of any breach (other than by Selectron) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2.2, 5 or 6.

11.3 Termination for Bankruptcy. Either party may terminate this Agreement if the other party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to Licensee hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Licensee shall, at its sole expense, return to Selectron (or destroy, at Selectron's sole election) all Licensed Software and Proprietary Information of Selectron (and all copies, summaries, and extracts thereof) then in the possession or under the control of Licensee and its current or former employees. Licensee shall furnish to Selectron an affidavit signed by an officer of Licensee certifying that, to the best of its knowledge, such delivery or destruction has been fully effected. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve either party of liability for breaches occurring prior to the effective date of such termination. Any provisions that would reasonably be expected by the parties to survive termination of this Agreement shall survive such termination, including without limitation the provisions of the EULA and Sections 1 ("Definitions"), 2.2 ("Software Restrictions"), 2.3 ("Data Restrictions"), 2.4 ("Rights in Aggregate Data"), 4 ("Fees and Payment") (with respect to amounts accrued but as-yet unpaid), 5 ("Proprietary Rights"), 6 ("Proprietary Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Security"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Term and Termination") and 12 ("General Provisions").

12. General Provisions

12.1 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of) (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; or (c) upon receipt three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the address set forth on the signature page below (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.1).

12.2 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, U.S.A., without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute regarding this Agreement must be brought in the state or federal courts located in Yavapai County, Arizona, U.S.A.

12.3 Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

12.4 Attorneys' Fees. If any legal action is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment shall be entitled to the full amount of all reasonable expenses, including all court costs and reasonable attorney fees paid or incurred.

12.5 Injunctive Relief. In the event that Licensee breaches any provision of the EULA or Sections 2, 5, or 6 or any other material provision of this Agreement, Licensee acknowledges and agrees that there may be no adequate remedy at law to compensate Selectron for such breach, that any such breach may result in irreparable harm to Selectron that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Selectron shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition to whatever remedies Selectron may have at law, in equity, under this Agreement, or otherwise.

12.6 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder, operate as a waiver of any right or remedy.

12.7 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, and reformed without further action by the parties, to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Licensee agrees that Section 7.4 will remain in effect notwithstanding the unenforceability of any other provision hereof.

12.8 Independent Contractor Relationship. Selectron's relationship with Licensee will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Licensee is not an agent of Selectron and is not authorized to make any representation, contract, or commitment on behalf of Selectron, or to bind Selectron in any way. Selectron is not an agent of Licensee and is not authorized to make any representation, contract, or commitment on behalf of Licensee, or to bind Licensee in any way. Selectron will not be entitled to any of the benefits that Licensee may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

12.9 Force Majeure. Except for the payment of monies due hereunder, neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

12.10 Public Announcements. Licensee shall cooperate with Selectron so that Selectron may issue a press release concerning this Agreement; provided, however, Selectron may not release any such press release without the prior approval of Licensee (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Selectron shall have the right to use Licensee's name as a customer reference, and to use Licensee's trade name on Selectron's customer lists.

12.11 U.S. Government Rights. (a) The Licensed Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R 227.7202-1 through 227.7202-4, the Licensed Software are licensed to any U.S. Government End Users (i) only as a commercial item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Licensee is a governmental entity, all other state and local governments within Licensee's state may purchase a license from Selectron to use the Licensed Software under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Selectron.

12.12 Export Controls. The Licensed Software is subject to the export control laws of the United States and other countries. Licensee may not export or re-export the Licensed Software, unless Licensee has first obtained Selectron's prior written permission and the appropriate United States and foreign government licenses, at Licensee's sole expense. Licensee must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software. None of the Licensed Software may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Licensee shall defend, indemnify and hold Selectron and all successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of Licensee's violation of such export control laws. Licensee further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

12.13 Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

12.14 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

12.15 Modification; Subsequent Terms. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Selectron and Licensee. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent Terms") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. Except for the Scope of Work attached hereto as Exhibit A, the terms on any purchase order or similar document submitted by Licensee to Selectron will not modify the terms and conditions of this Agreement or have any force or effect.

12.16 Entire Agreement; Amendment. This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

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

In Witness Whereof, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

SELECTRON TECHNOLOGIES, INC.	**LICENSEE**
By: ____________________ Signature	By: ____________________ Signature
Name: Todd A. Johnston	Name: ____________________
Title: President	Title: ____________________
Date: ____________________	Date: ____________________
Address: 12323 SW 66th Avenue	Address: ____________________
Portland, OR 97223	____________________

EXHIBIT A

Scope of Work

YEAR 1	
ITEMS	**COST**
1. Complete installation and on-time set-up of all hardware, software and web-based interface	$37,120.00
2. Training of personnel (Remote Training)	Included
3. Annual managed service fee	$14,080.00
4. Other associated costs: please describe **Annual call fee** - 18,000 annuals calls included. All calls above 18,000 will be incur a cost of $0.55 per call. Call Definition: IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4 minute period counted as an additional Call. Actions such as transfer that result in multiple connected circuits are counted on the per circuit basis and are measured for the duration of the connection including the time after a transfer occurs.	$8,100.00
Total - Year 1 **(Including all supplies, equipment, labor, training, taxes, etc.)**	**$59,300.00**

YEAR 1 - Payment Terms

One-Time Setup fee

50% Invoiced at time of execution of contracts

50% Invoiced at service startup

Annual managed service fee & call fee payment

100% Invoiced at the beginning of each year of service

YEAR 2	
ITEMS	**COST**
Annual managed service fee	$14,780.00
Annual call fee - 18,000 annuals calls included. All calls above 18,000 will be incur a cost of $0.55 per call. Call Definition: IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4 minute period counted as an additional Call. Actions such as transfer that result in multiple connected circuits are counted on the per circuit basis and are measured for the duration of the connection including the time after a transfer occurs.	$8,100.00
TOTAL - Year 2	**$22,880.00**

YEAR 2 - Payment Terms

Annual managed service fee & call fee payment

100% Invoiced at the beginning of each year of service

YEAR 3	
ITEMS	**COST**
Annual managed service fee	$15,515.00
Annual call fee - 18,000 annuals calls included. All calls above 18,000 will be incur a cost of $0.55 per call. Call Definition: IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4 minute period counted as an additional Call. Actions such as transfer that result in multiple connected circuits are counted on the per circuit basis and are measured for the duration of the connection including the time after a transfer occurs.	$8,100.00
TOTAL - Year 3	**$23,615.00**

YEAR 3 - Payment Terms

Annual managed service fee & call fee payment

100% Invoiced at the beginning of each year of service

YEAR 4	
ITEMS	**COST**
Annual managed service fee	$16,290.00
Annual call fee - 18,000 annuals calls included. All calls above 18,000 will be incur a cost of $0.55 per call. Call Definition: IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4 minute period counted as an additional Call. Actions such as transfer that result in multiple connected circuits are counted on the per circuit basis and are measured for the duration of the connection including the time after a transfer occurs.	$8,100.00
TOTAL - Year 4	**$24,390.00**

YEAR 4 - Payment Terms

Annual managed service fee & call fee payment

100% Invoiced at the beginning of each year of service

YEAR 5	
ITEMS	**COST**
Annual managed service fee	$17,100.00
Annual call fee - 18,000 annuals calls included. All calls above 18,000 will be incur a cost of $0.55 per call. Call Definition: IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4 minute period counted as an additional Call. Actions such as transfer that result in multiple connected circuits are counted on the per circuit basis and are measured for the duration of the connection including the time after a transfer occurs.	$8,100.00
TOTAL - Year 5	**$25,200.00**

YEAR 5 - Payment Terms

Annual managed service fee & call fee payment

100% Invoiced at the beginning of each year of service

YEAR 6	
ITEMS	**COST**
Annual managed service fee	$17,955.00
Annual call fee - 18,000 annuals calls included. All calls above 18,000 will be incur a cost of $0.55 per call. Call Definition: IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4 minute period counted as an additional Call. Actions such as transfer that result in multiple connected circuits are counted on the per circuit basis and are measured for the duration of the connection including the time after a transfer occurs.	$8,100.00
TOTAL - Year 6	**$26,055.00**

YEAR 6 - Payment Terms

Annual managed service fee & call fee payment

100% Invoiced at the beginning of each year of service

PAYMENT INFORMATION

SETUP FEE PAYMENT SCHEDULE

50% Invoiced at time of execution of contracts

50% Invoiced at delivery of product for UAT

ANNUAL MANAGED SERVICE FEE & CALL FEE PAYMENT SCHEDULE

100% Invoiced 45 days prior to beginning of next service year

* Per call overage fees are charged monthly after included call limit has been reached

TAXES

Sales Tax or any other applicable taxes are NOT included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

PAYMENT TERMS

Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

VENDOR INFORMATION

Selectron Technologies, Inc.
12323 SW 66th Avenue
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

EXHIBIT B

Maintenance and Technical Support

This Exhibit describes the software maintenance and support services that Selectron shall provide for Licensee.

I. Definitions

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

A. "**Error**" means any failure of the Licensed Software to conform in any material respect with the Documentation.

B. "**Error Correction**" means either a bug fix, patch, or other modification or addition that brings the Licensed Software into material conformity with the Documentation.

C. "**Priority A Error**" means an Error that renders Licensed Software inoperative or causes a complete failure of the Licensed Software, as applicable.

D. "**Priority B Error**" means an Error that substantially degrades the performance of Licensed Software, as applicable, or materially restricts Licensee's use of the Licensed Software, as applicable.

E. "**Priority C Error**" means an Error that causes only a minor impact on Licensee's use of Licensed Software, as applicable.

II. Error Reporting and Resolution

A. Error Reporting. Selectron shall provide Licensee with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors, and telephone support during Selectron's normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Selectron holidays.

B. Licensed Software Error Resolution. Selectron shall use commercially reasonable efforts to: (a) notify applicable Vendors of all Licensed Software Errors properly reported by Licensee in accordance with Section II(A) of this Exhibit B; (b) make available to Licensee any Error Corrections that are made available by such Vendor(s) to Selectron promptly after such Error Corrections are delivered to Selectron; and (c) update Licensee with respect to the progress of the resolution of all Licensed Software Errors.

C. Error Resolution. Licensee shall report all Errors in the Licensed Software to Selectron in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority A, B, or C Error. Selectron shall use commercially reasonable efforts to correct any Error in the Licensed Software reported by Licensee, in accordance with the priority level actually assigned by Selectron to such Error, as follows:

1. Priority A Errors. In the event of a Priority A Error, Selectron shall, within two (2) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within twenty-four (24) hours of receiving Licensee's report of such Error, and an Error Correction within forty-eight (48) hours of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every eight (8) hours) on the status of the Error Correction.

2. **Priority B Errors**. In the event of a Priority B Error, Selectron shall, within six (6) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within forty-eight (48) hours of receiving Licensee's report of such Error, and an Error Correction within six (6) business days of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Error Correction.

3. **Priority C Errors**. In the event of a Priority C Error, Selectron shall, within two (2) business days of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within six (6) business days of receiving Licensee's report of such Error, and an Error Correction within three (3) weeks of receiving Licensee's report. Selectron shall provide Licensee with periodic reports on the status of the Error Correction.

EXHIBIT C

Statement of Work

Statement of Work

Prescott, AZ

Relay

Permits

Selectron TECHNOLOGIES, INC

1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Prescott, AZ (Prescott or Customer). The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	10/25/2016

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2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of Prescott's Accela Civic Platform application database (*Section 3.1 Application Database Interfaces*) to provide the given data to Relay.

2.1. The Relay Platform

Prescott's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-agency platform that is designed to connect customers, constituents, and field workers to government agencies and utilities. Relay offers interactive voice response (IVR), web, mobile, outbound, call center agent, and field worker capabilities all in a single platform.

The following sections detail the functionality that will be implemented for Prescott. Additional channels, applications, and integrations that are not specified in this SOW are not included, but may be able to be added to the system under a supplemental statement of work. Please contact your Selectron representative for more details for additional functionality.

2.1.1. Application Packs and Channels

Prescott's solution includes the following application pack and channels:

- Application packs:
  - Permits Pack
- Channels:
  - IVR - English Touchtone Only

2.2. Permits Pack

Prescott will be configured with the Relay Permits Pack. The Permits Pack offers Prescott's customers with a central point of access for permit information and services. Callers will be able to enter a permit number and perform the following actions:

- Contractor Menu
  - Access inspection results
  - Permit based messaging
  - Schedule inspections
  - Cancel inspections
  - Hear site address for the permit
- Inspector Menu
  - Post inspection results
  - Post correction codes
  - Leave Message for contractor

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In addition to the above, the following add on features are included with this implementation of the Relay Permits Pack:

- Plan Review Status

All permit, inspection, and/or code information is made available through an API to the Accela Civic Platform application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.2.1. IVR Channel

The IVR Channel for the Permits Pack provides callers with an Interactive Voice Response (IVR) system for accessing and posting permit information. The IVR offers functionality in the form of a Contractor Menu and an Inspector Menu.

Using the Contractor Menu, a contractor can enter a permit number to access permit information and functions. Upon entering a valid permit number, the user can schedule, reschedule, and/or cancel inspections. After an inspection has been scheduled/ rescheduled/canceled, the caller will receive a confirmation number. Additionally, contractors can use the IVR to access inspection results, including any associated correction codes and descriptions. Finally, the contractor can access messages left for them by an inspector, or leave a message for an inspector.

Using the Inspector Menu, accessible via a hidden main menu option, an inspector can enter a permit number to post inspection results via the IVR. When posting results, the caller will need to enter a valid Inspector PIN number (or some other validation number to be determined during implementation). The PIN can be determined by Prescott, but must be validated by the Accela Civic Platform database. When posting results, inspectors can add correction codes as well as leave a message for the contractor.

If desired, callers can be given the option to transfer to an agent. If a caller requests a transfer, the Relay IVR performs a transfer to a number specified by Prescott. IVR Services are provided by the call. A "call" is defined as any valid telephone connection (does not include telephony errors and no answers). A single call is up to 4 minutes in length; each subsequent period up to 4 minutes is considered an additional call. Actions such as transfer that result in multiple connected circuits are counted on the per circuit basis and are measured for the duration of the connection including the time after a transfer occurs.

2.2.2. Add Ons

The following Add Ons are included with Prescott's Permits Pack. These add ons provide additional functionality for the channel(s) purchased as part of this Relay solution.

2.2.2.1. Plan Review Status

Users can request their plan review status after entering a permit number and site address. The user will be able to hear the department stop, the review status for each stop, and the date completed for each stop. IVR users can request an email to receive additional notes associated with each stop.

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3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other Prescott components. These are described in the following sections.

3.1. Application Database Interfaces

It is anticipated that Selectron will be integrating with Prescott's Accela Civic Platform application database. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs.

During the implementation phase, if data elements are identified as necessary but are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and will result in additional professional services fees.

4. Deployment Model

This implementation of Relay will be deployed in Selectron's single-tenant Relay Managed Services environment. Selectron will be providing the following hardware to support the Relay solution: 1 standard production server. Relay Managed Services is a single-tenant hosted application, located in Selectron's local hosting facility. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a Managed Services solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support.

Prescott's solution is licensed for:

- Four (4) inbound VoIP/SIP IVR ports allowing for up to four concurrent calls

4.1. Hosted IVR Access

For optimal user experience and telecom usage, it is recommended that callers access the hosted IVR by dialing directly into the hosted solution using a local Prescott 10-digit number, which will be provided by Selectron. If Prescott elects to have calls routed through your phone system first before connecting to the IVR, two customer telecom channels may be tied up during the duration of the entire call, and callers may experience a decrease in call quality.

5. Administrative Tasks

This section details administrative tasks that can be performed in order to manage Relay. All system administration for Relay is handled through the Relay Portal web application. An administrator from Prescott will be provided with user credentials for the Relay Portal application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned on a per-user basis; permissions govern the functionality available to a given user.

The Relay Portal provides Prescott administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. The Relay Portal is supported on all modern, "evergreen" browsers including: Chrome, Firefox, IE10+, Microsoft Edge, and Safari.

5.1. Run System Reports

Prescott administrators will be able to run system reports via the Relay Portal. Reports that can be run by the administrator include:

- Call Statistics
- Call Activity
- Call Detail

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the service implementation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on the toll-free numbers, call volume, APIs.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

6.1.3. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- IVR call flow design

Software development cannot begin until these design elements are completed and approved by the Customer.

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6.1.4. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.5. Provide Installation and Administrative Training

Selectron will provide remote training for the Relay solution. All installation is handled by Selectron technical staff at our remote hosting facility.

6.1.6. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- IVR phone number(s)
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.1.7. Interface Upgrades

After service initiation, Prescott's Accela Civic Platform database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any Prescott application database (or other application database software) may require professional services outside the scope of this service.

6.2. Prescott, AZ

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides Prescott with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

6.2.2. Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

6.2.3. Approve Channel

Configuration The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- Call flow for the IVR solution

Once the channel design(s) have been approved, software development begins.

6.2.4. Provide Remote Network Access to Application Database(s)

In order to fully test the interactive solution, Selectron Technologies requires access to Prescott's application database(s) prior to installation. The Customer will help facilitate communication between Selectron and the database vendor.

6.2.5. Provide System Access

Selectron Technologies requires access to the Customer's network and database/ system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database or network are modified. Prescott is responsible for providing Selectron with appropriate application database network access as defined in the System Integration section.

6.2.6. Confirm Service Functionality

Prescott, AZ has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.7. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

EXHIBIT D

SELECTRON TECHNOLOGIES, INC.

END USER LICENSE AGREEMENT

This End User License Agreement (this "**EULA**") is part of a Master Services and Hosting Agreement (the "**Master Agreement**") between Selectron Technologies, Inc., an Oregon corporation ("**Selectron**", "**we**", "**our**", or "**us**") and the person or entity identified in the Master Agreement as the Licensee purchasing Services from us ("**Licensee**"). This EULA governs use by Licensee and all natural persons to whom Licensee provides access to the Licensed Software (each, an "**Authorized User**"). In this EULA, unless the context clearly indicates otherwise, all references to "**you**," or "**your**" means both the Licensee and the Authorized User. All capitalized terms used but not defined in this EULA have the meanings given to them in the Master Agreement.

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(a) the expiration or earlier termination of the Master Agreement between Selectron and Licensee; or

(b) your ceasing to be authorized by Licensee to use the Licensed Software for any or no reason.

2. Scope of License. Subject to and conditioned upon Licensee's timely payment of the fees set forth in the Master Agreement and your strict compliance with all terms and conditions set forth in this EULA and the Master Agreement, you have a limited right and license to:

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(b) Download, display, and use the Documentation, solely in support of Licensee's use and access of the Licensed Software in accordance herewith.

(c) Download, display, copy, use, and create derivative works of reports and structured data generated using the Licensed Software, solely for Licensee's internal business purposes.

3. Copies. All copies of the Licensed Software and Documentation made by you:

(a) Will be the exclusive property of Selectron;

(b) Will be subject to the terms and conditions of the Master Agreement and this EULA; and

(c) Must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

4. Use Restrictions. You shall not, directly or indirectly:

(a) Use the Licensed Software beyond the scope of the license granted in the Master Agreement and Section 2 of this EULA;

(b) Copy all or any portion of the Licensed Software, except as expressly permitted in Section 2 of this EULA;

(c) Decompile, disassemble, decode, or otherwise reverse engineer the Licensed Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or any portion thereof;

(d) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or any part thereof;

(e) Provide any other person, including any subcontractor, independent contractor, affiliate, service provider, or other employee of Licensee, with access to or use of the Licensed Software;

(f) Distribute, disclose, market, rent, lease, lend, sell, timeshare, sublicense, assign, distribute, pledge, publish, transfer or otherwise make available the Licensed Software or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;

(g) Use the Licensed Software for the commercial or other benefit of a third party;

(h) Permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party;

(i) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices, legends, symbols, or labels appearing on or in the Licensed Software, including any copy thereof;

(j) Perform, or release the results of, benchmark tests or other comparisons of the Licensed Software with other software or materials;

(k) Incorporate the Licensed Software or any portion thereof into any other materials, products, or services, or use the Licensed Software for production purposes;

(l) Use the Licensed Software for any purpose other than in accordance with the terms and conditions of this EULA and the Master Agreement.

(m) Use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including (i) power generation systems; (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems; (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; (iv) military or aerospace applications, weapons systems or environments;

(n) Use the Licensee Data or the Licensed Software in any way that is fraudulent, misleading, or in violation of any applicable laws or regulations (including federal, state, local, and international laws and regulations), including but not limited to export or import control laws, information privacy laws, and laws governing the transmission of commercial electronic messages; or

(o) Use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Selectron's commercial disadvantage.

5. Collection and Use of Information. Selectron may, directly or indirectly through the services of others, including by automated means and by means of providing maintenance and support services, collect and store information regarding your use of the Licensed Software, its performance, the equipment through which the Licensed Software accessed and used, such as dates and times of use by each Authorized User, activities conducted using the Licensed Software, the type of web browser used to access the Licensed Software, the operating system/platform you are using, your IP address, and your CPU speed. You agree that the Selectron may use such information for any purpose related to the Licensed Software, including but not limited to improving the performance of the Licensed Software, developing Updates, and verifying compliance with the terms of this Agreement and enforcing Selectron's rights, including all intellectual property rights in and to the Licensed Software.

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7. Login Credentials. You, the Authorized User, shall not share or disclose your log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. If you discover or suspect that log-in credentials of any Authorized User have been accessed or used by anyone other than the individual to whom such log-in credentials were originally granted, you will promptly notify Selectron, and Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

8. Export Regulation. The Licensed Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Software to, or make the Licensed Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software available outside the US.

9. Governing Law. This EULA shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Oregon.

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPE: **COMBINED STUDY SESSION & VOTING MEETING 11-15-16**

DEPARTMENT: **City Manager**

AGENDA ITEM: Presentation and discussion of comprehensive code enforcement service delivery process

Approved By: Michael Lamar, City Manager

Item Summary

Council has expressed concerns with the amount of code enforcement work in the City, and with the minimal amount of staffing and availability of the code enforcement officer to accomplish the work. This has increased with the passing of ordinances regulating sober living homes and vacation rentals. The goal of discussing this review and change in the City's comprehensive code enforcement service delivery process is to create a service-oriented culture, which implements solutions-driven service as spoken of in strategic planning sessions.

Background

City management and department leaders discussed the issue of code enforcement and have come to the following proposed process:

- Provide one spot on the City website where code enforcement information can be found and complaints can be submitted– phone number (928-442-CODE is already owned by the City), email, and place to submit info which would go into Accela and be dispersed to the departments.
- Send incoming code enforcement complaints and violations to the appropriate department (i.e. building issues to Community Development, fire code issues to Fire Department). This can be done through Accela's workflow management feature.
- The department will attempt to inform and help person reach compliance. Code enforcement officer will focus on enforcement of issues where compliance could not be reached.
- Move unfilled .5 FTE from Legal and .5 FTE from Police Department to code enforcement for an administrative assistant and centralize code enforcement to City Manager's Office.
- Implementation would ideally occur January 1, 2017.

AGENDA ITEM: Presentation and discussion of comprehensive code enforcement service delivery process

Through outreach and research, staff has been working with a private company called Host Compliance to help resolve several code enforcement issues:

Vacation Rentals

- Trend monitoring, address identification: most vacation rental sites do not list the address of the home, making it difficult to find and get into compliance. They will provide the address as well as a photo of what the house looks like.
- Compliance monitoring: Through cross referencing with our information, they will monitor vacation rentals for permit and business license compliance and will systematically reach out to illegal operators using Prescott form letters
- Rental activity monitoring: They will monitor vacation rental listings to know whether or not they are being rented, which helps with permit and license compliance

Vacation Rental, Sober Living Homes and General Code Enforcement 24/7 Hotline

- A 24/7 hotline dedicated to taking calls about code enforcement. These calls would include those regarding sober living homes and vacation rentals as well.
- This would be local number and the call center attendees are all US based.

Host Compliance is looking into adapting their services to fit the similar needs of sober living home enforcement. If the City were to enter into a contract and Host Compliance began offering that service, it could be amended into the contract.

Financial Impact

Services provided by Host Compliance:

Vacation rental services (not including hotline)	$14,450 annually
24/7 hotline for vacation rentals, sober living, and general code enforcement	$27,000 annually
Total for vacation rental services and 24/7 hotline	**$41,450 annually**

Funding for the additional code enforcement and Host Compliance services would come from the vacation rental, sober living, and business licensing fees.

Recommended Action: For presentation and discussion purposes only.

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPE: **COMBINED STUDY SESSION & VOTING MEETING**
11-15-16

DEPARTMENT: **City Manager**

AGENDA ITEM: Discussion and direction regarding customer service training options to reinforce a service-oriented City culture

FUNDING SOURCE: Various Funds

Approved By: Michael Lamar, City Manager

Item Summary

Following the discussion of creating a service-oriented culture at Council Strategic Planning Session No. 2, staff reviewed four different customer service training providers. The American Management Association (AMA) was identified as a superior option to provide City employees with customer service training that will create excellent, superior, and solutions-driven service. This training would be received on-site at a City facility and would ideally take place in early 2017. The following are highlights of the training curriculum:

- Internal and external customer service
- Improving internal communications
- Customer expectations
- Managing emotions
- Communicating effectively

There are three options to provide this training at a scale that would suit the number of employees providing City services:

1. Group Trainings of Employees:
   AMA trains groups of 25 people at a time to create an interactive environment. The proposal is to train 4 groups of 25 employees for 100 employees total. This training includes all relevant materials that participants need to be trained. Then the participants who are passionate and interested in sharing this training can do so in individual department settings throughout the City.

2. Train the Trainer:
   This would allow for 20 people to attend a customer service training course with 10 of those being trained on a second day to be trainers who will provide the

customer service training to the rest of the employees in the City. They would be provided with a "Leader's Guide" which would allow them to use a licensed PowerPoint presentation, reference materials, and handouts to provide the training.

3. Group Trainings of Employees Combined with Train the Trainer:
   This options allows for 10 people to attend a customer service training course combined with second-day training focusing on train-the-trainer, a "Leader's Guide" and licensed materials as provided in option (2). Further, AMA would train 100 employees (90 plus the 10 employees who will also receive secondary training), in 4 groups of 25 employees.

Option Three is recommended for the highest and most sustainable impact to the organizational culture.

Financial Impact

Options:

1. Group Trainings of 100 Employees: $26,000.00 ($6,760.00 would come from the General Fund)
2. Train the Trainer: $16,150.00 ($4,200.00 would come from the General Fund)
3. Group Trainings of 90 Employees combined with Train the Trainer of 10 Employees: $26,000.00 ($6,760.00 would come from the General Fund)

The Council stated in strategic planning session two that better customer service should be promoted through the use of existing resources. The training can be funded using the $20,000.00 that was budgeted for strategic planning, as that was provided by Barry Aarons at no additional cost to the existing lobbying contract. There are also other cost savings realized throughout the remainder of the fiscal year for one-time projects and personnel savings during transition.

Attachments

1. City of Prescott quote

Recommended Action: For presentation and Council discussion only.

City of Prescott, Arizona

TALENT TRANSFORMATION PROGRAM

Customer Service Training

April M Hamey

Regional Account Manager, Onsite and Public Solutions

American Management Association

600 AMA Way I Saranac Lake, NY 12983

(800) 854-4493 Ext. 2213 I Ahamey@amanet.org

American Management Association®

About AMA

AMA is the largest global professional services organization.

Our mission is to transform talent and improve performance through the delivery of best practice learning strategies.

- Headquartered in New York City
- Trusted brand—90+ year history
- 65,000+ clients
- 8 Learning Centers; 100 training sites
- Over 500 programs and services
- 1,000 Delivery Resources

Global Presence

95%
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90,000
People Attend AMA Courses Annually

1Million
People Attend AMA Web Events

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AMACOM Books Sold Globally

Global Reach

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Boston Scientific
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MAYO CLINIC
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MillerCoors
PERDUE
GARMIN
BECHTEL
DASSAULT SYSTEMES
DEPARTMENT OF DEFENSE · UNITED STATES OF AMERICA
PHILIPS
United Technologies
Lawrence Livermore National Laboratory

Customer Service Workshop

Secure an overall competitive advantage through distinctive customer service.

In today's customer-oriented business environment, "people skills" are critical for personal and organizational success.

How you handle your customers can directly affect your individual goals as well as the performance of your team—and company.

This workshop gives you the skills you need to communicate professionalism, gain respect, enhance customer relationships, and keep your customers coming back.

Your Staff Will Discover How To:

- Know what customers expect
- Deliver better, faster service and increase customer satisfaction
- Deepen your credibility with customers—and your value to your organization
- Manage stressful situations more effectively
- Recognize the signals of customer irritation—and learn how to respond appropriately
- Assist in quickly finding a workable solution to your customer's problem
- Motivate your staff to take on more difficult responsibilities

Topics Covered:

- The benefits of excellent service
- Focusing on customer service success
- Why customer satisfaction is based on perceptions
- Zeroing in on customers’ top two expectations to save time and reduce stress
- Managing customer expectations by personality style
- Dealing with difficult customers
- Responding effectively to specific customer behaviors

AMA's Customer Service Workshop
1 Day Workshop

1 Day Standard Outline		
Module 1: Customer Service	***Module 2: Customer Expectations***	***Module 3: Managing Emotions***
• Internal and External Customer Service • Two Levels of Customer Service • Improving Internal Communications	• Getting to WOW • Customers' Expectations	• How Emotions Are Created • The Physical Component • Emotional Management • Emotional Carryover • Eight Challenging Customers • Recovery System
Module 4: Personality Styles	***Module 5: Communicating Effectively***	***Module 6: Putting It All Together***
• Personalities Diagrammed	• Proactive Listening Habits • The Power of Words • Positive, Persuasive Vocabulary • Language Patterns • Voice Enhancement • Projection Techniques • Verbal Fillers- Credibility Killers • Effective Email Structure	• Role Play • Role Play Observer Worksheet • Wrap Up

Onsite Pricing Guidelines

<table>
<tr><th rowspan="8">Mtg 5802
Customer Service Workshop</th><th>Delivery Type</th><th>Estimated Fees</th><th>Comments</th></tr>
<tr><td colspan="2">1 Day Standard Delivery</td><td rowspan="7">Pricing Includes:
• UP TO 20 Participants
• Pre-Training Preparation with AMA Facilitator
• Evaluation Summary Report
• CEU Certificates for each Participant that completes the workshop
• Shipping/Handling Fee included

Additional Fees:
• Additional Participant fee of $175.00 per person applies after the count of 20.
• MAXIMUM # participants: 25
• AMA Facilitator Travel Expenses are additional and invoiced after each Onsite event at exact cost.
• State Tax will be added to the invoice as applicable.</td></tr>
<tr><td>Program Fee</td><td>Estimated
$7,625.00</td></tr>
<tr><td colspan="2"></td></tr>
<tr><td colspan="2">1 Day Delivery Repeat Session</td></tr>
<tr><td>Program Fee</td><td>Estimated
$5,125.00</td></tr>
<tr><td colspan="2">Total to Train 100 People</td></tr>
<tr><td>Total (4 sessions of 25 People) Program Fee</td><td>Estimated
$26,000.00
This includes a $500.00 discount</td></tr>
<tr><td></td><td>Repeat Session Pricing Applies When:</td><td colspan="2">1. The additional sessions are delivered by the same AMA Facilitator; AND
2. There are no changes to the workshop design, materials or content after the first delivery; AND
3. The additional sessions are delivered within 6 months after the first workshop is delivered.
4. Virtual Delivery may have additional development fee</td></tr>
</table>

Attachment: City of Prescott quote (1213 : Customer Service Training)

American Management Association®

Onsite Pricing Guidelines

<table>
<tr><th rowspan="9">Mtg 5802
Customer Service Workshop</th><th>Delivery Type</th><th>Estimated Fees</th><th>Comments</th></tr>
<tr><td colspan="2">Train the Trainer Option #1</td><td rowspan="6"><u>Pricing Includes:</u>
• UP TO 20 Participants
• Pre-Training Preparation with AMA Facilitator
• Evaluation Summary Report
• CEU Certificates for each Participant that completes the workshop

<u>Additional Fees:</u>
• Additional Participant fee of $175.00 per person applies after the count of 20.
• MAXIMUM # participants: 25
• AMA Facilitator Travel Expenses are additional and invoiced after each Onsite event at exact cost.
• State Tax will be added to the invoice as applicable.
• Shipping and Handling for Materials is not included and will need to be added</td></tr>
<tr><td>Train the Trainer plus 4 Leaders Guides</td><td>Estimated
$16,150.00</td></tr>
<tr><td colspan="2">These numbers include a $50.00 discount off each Leaders Guide and a $25.00 discount off each set of materials per person based on bulk purchase of 80 sets.
This a $2,100.00 discount specifically for The City of Prescott</td></tr>
<tr><td colspan="2"></td></tr>
<tr><td colspan="2">Total for 100 Deliveries</td></tr>
<tr><td>Total includes additional Materials for 80 people</td><td>Estimated
$26,150.00
(4 leaders guide)</td></tr>
<tr><td colspan="3"></td></tr>
<tr><td>Materials fees for licensed Program</td><td colspan="2">1. 1 to 100 $150 Each
2. 101 to 300 $125 Each
3. 301 to 500 $100 Each
4. 501 + $ 75 Each
NOTE: The full amount of notebooks must be purchased at one time to earn the discount, i.e., if a client purchases 50 notebooks at a time totaling 550, the cost will be $150 per notebook for a 1-day program, not $75 each. Applicable shipping & handling fees apply.</td></tr>
</table>

Your AMA Partner

April Hamey – AMA Regional Account Manager

I have been an account manager with the AMA since 2014. Please feel free to connect with me on LinkedIn.

April Hamey is a dedicated AMA sales professional who partners with companies across multiple industries.

She works collaboratively with AMA clients to identify training solutions that align to their strategic business objectives. April has managed many different types of projects over her career and is known for her attention to detail and commitment to excellence.

April's goal is to ensure that her clients' experience with AMA is positive, engaging and inspiring.

Our Thanks

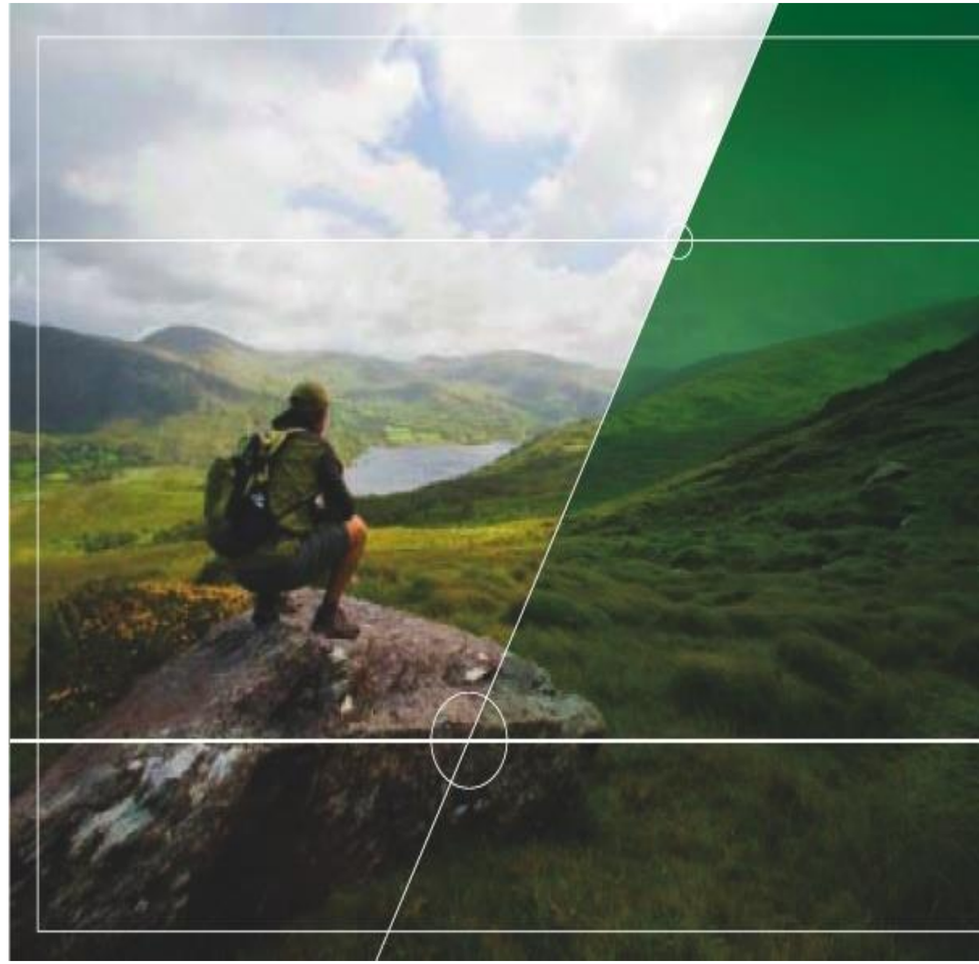
Thank you!

We appreciate the opportunity to share this information and look forward to being of support to you as you continue on this journey of Talent Transformation!

TRAINING INDUSTRY 2016 TOP TRAINING COMPANIES LEADERSHIP TRAINING

BloombergBusinessweek
Business Schools

AMA has been recognized as one of the Top 20 Executive Education custom program companies by Bloomberg Businessweek



AMA American Management Association®

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPE: COMBINED STUDY SESSION & VOTING MEETING 11-15-16

DEPARTMENT: City Manager

AGENDA ITEM: Presentation and discussion of GPREP funding options

FUNDING SOURCE: Bed Tax Fund, General Fund

Approved By: Michael Lamar, City Manager

Item Summary

After much discussion with the Legal and Finance Departments, it has been determined that unfortunately funding GPREP from something other than the General Fund (more specifically the "Bed Tax) is not permissible. In fact, since one of GPREP's primary purposes is to enhance economic development opportunities in our region *beyond* tourism and retail, there really is no way to justify such an expense (out of the “Bed Tax”).

In terms of funding GPREP for FY17, we will utilize salary savings from both the soon to be vacant Deputy City Manager and the Economic Initiatives Director positions.

Recommended Action: Presented for information purposes, no Council action required.