



AGENDA

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
Tuesday, October 28, 2014
3:00 PM**

**Council Chambers
201 South Cortez Street
Prescott, Arizona 86303
(928) 777-1100**

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

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION** Pastor Jesse Liles
Willow Hills Baptist Church
- ◆ **PLEDGE OF ALLEGIANCE** Mayor Kuykendall
- ◆ **ROLL CALL**

MAYOR AND CITY COUNCIL

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

- ◆ **ANNOUNCEMENTS**
- ◆ **PROCLAMATION**
 - A. Proclaiming November 2014 as Charitable Tax Credit Giving Month

I. CONSENT AGENDA

CONSENT ITEMS I.A. – I.C. LISTED BELOW MAY BE ENACTED BY ONE MOTION. ANY ITEM MAY BE REMOVED AND DISCUSSED IF A COUNCIL

MEMBER SO REQUESTS.

- A. Approval of minutes for the City Council meetings held on October 7, 2014, and October 14, 2014
- B. Adoption of Ordinance No. 4911-1449 authorizing acceptance of a waterline easement from Prescott Development Group, LLC

ORDINANCE NO. 4911-1449 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A WATERLINE EASEMENT DEDICATION FROM PRESCOTT DEVELOPMENT GROUP, LLC, AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT DEDICATION.

- C. Approval of purchase of two (2) ea. Konica Minolta Bizhub C284E multi-function copy machines from Konica Minolta with five-year service contracts using Mohave Educational Services Cooperative (MESCC) pricing in the total amount of \$11,219.12 (City Contract No. 2015-063; Various Funds)

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

II. REGULAR AGENDA

- A. Public Hearing and consideration of a Series 07, Beer & Wine Bar liquor license application from Lynn Van Der Heyden, applicant for the Elks' Theatre & Performing Arts Center, located at 117 East Gurley Street

RECOMMENDED ACTION: (1) MOVE to close the Public Hearing: and (2) MOVE to approve/deny Liquor License Application No. 07137003 for a Series 07, Beer & Wine Bar license for Elks' Theatre & Performing Arts Center located at 117 East Gurley Street.

- B. Presentation/update regarding the special event application and approval process

RECOMMENDED ACTION: Presentation for Council information and discussion. No formal action to be taken.

- C. Approval of purchase of Accessible Pedestrian Signal (APS) equipment from JTB Supply Company, in an amount not to exceed

\$16,981.44 to retrofit six (6) traffic signal locations on Willow Creek Road for visually impaired pedestrians

RECOMMENDED ACTION: MOVE to approve the purchase of Accessible Pedestrian Signal (APS) equipment from JTB Supply Company to retrofit six (6) traffic signal locations on Willow Creek Road, in an amount not to exceed \$16,981.44.

- D. Ratification of City Contract No. 2015-056 with Ripple Industries, LLC, for emergency SCADA services in an amount not to exceed \$22,250.00 (Wastewater Fund)

RECOMMENDED ACTION: MOVE to ratify City Contract No. 2015-056.

- E. Award of City Contract No. 2015-057 for Zone 101 Waterworks Materials to Ferguson Waterworks in an amount not to exceed \$87,469.60

RECOMMENDED ACTION: MOVE to award City Contract No. 2015-057 for Zone 101 Waterworks Materials to Ferguson Waterworks in an amount not to exceed \$87,469.60.

III. ADJOURNMENT

EXECUTIVE SESSION

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

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

Confidentiality

Arizona statute precludes any person receiving executive session information from disclosing that information except as allowed by law. A.R.S. §38-431.03(F). Each violation of this statute is subject to a civil penalty not to exceed \$500, plus court costs and attorneys' fees. This penalty is assessed against the person who violates this statute or who knowingly aids, agrees to aid or attempts to aid another person in violating this article. The city is precluded from expending any public monies to employ or retain legal counsel to provide legal services or representation to the public body or any of its officers in any legal action commenced for violation of the statute unless City Council takes a legal action at a properly noticed open meeting to approve of such expenditures prior to incurring any such obligation or indebtedness. A.R.S. §38-431.07(A)(B).

CERTIFICATION OF POSTING OF NOTICE

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

Dana R. DeLong, CMC, City Clerk

MEETING DATE/TYPES: VOTING SESSION 10-28-14

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of minutes for the City Council meetings held on October 7, 2014, and October 14, 2014

Approved By:

Date:

City Clerk: DeLong, Dana	10/23/2014
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Item Summary

Presented for approval are the City Council minutes of the Workshop Meeting held on October 7, 2014, and the Regular Voting Meeting held on October 14, 2014.

Attachments

1. October 7, 2014 Workshop Meeting Minutes
2. October 14, 2014 Regular Voting Meeting Minutes

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

PRESCOTT CITY COUNCIL
WORKSHOP MEETING
TUESDAY, OCTOBER 7, 2014
PRESCOTT, ARIZONA

MINUTES OF THE WORKSHOP OF THE PRESCOTT CITY COUNCIL HELD ON OCTOBER 7, 2014, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

♦ **CALL TO ORDER**

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

♦ **INTRODUCTIONS**

No introductions were made.

♦ **INVOCATION** by the Church of Jesus Christ of Latter-Day Saints

♦ **PLEDGE OF ALLEGIANCE** by Councilman Kuknyo

♦ **ROLL CALL**

Present:

Absent:

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

♦ **ANNOUNCEMENTS**

Mayor Kuykendall noted that there would be a Model Tax Code Committee meeting in Phoenix on Friday and asked Mark Woodfill, Finance Director, to make the Council aware of what would take place at the meeting.

Mr. Woodfill said the Mayor sat on the Model Tax Code Commission, which was the governing body that encompassed the Model City Tax Code. All changes to the code went through the Commission.

He noted that there would be two items on the agenda regarding legislation that occurred the past few years. One item would discuss the exempt status of electricity for manufacturers of goods. The second item related to the state taking over control of local

taxes. The Commission would look at the licensing and approval processes. The changes to the Model City Tax Code would come back to the Council to consider bringing it into the City of Prescott's version of the Model City Tax Code.

◆ **PRESENTATIONS**

A. Prescott Chamber of Commerce – Introduction of new business

Neal Sneller, Membership Director Chamber of Commerce, addressed the Council. He noted that the Chamber was accepting nominations for the Prescott Healthy Business Awards.

Mr. Sneller announced the new members: Adventure Travel and Golf Carts, Amazing Foot Spa, Amazing Grace Bed and Breakfast, Armadillo Wax Works of Prescott, Bennett Glass and Mirror, Big Picture Video Productions, Black Arrow Jewelry and Art, Canyon River Community Hospice, Coffee News of Prescott, Elks' Opera House Guild, Eagle Management and Events, Granite Kitchen Concepts, Holdsworth Law Firm, MAD Shirts Full Service Printing, Nectar – A Modern Herbal Apothecary, Pasquale's Place, a Marino Corner Bistro, Prescott Medical Imaging, Prestamos Small Business Lending, Sanders Plaster Systems, Soldi Back Alley Bistro and Tractor Supply Company.

B. Sister City Program Presentation, presented by Bob Greninger and Margo Christensen

Mr. Greninger and Ms. Christensen addressed the Council. Mr. Greninger talked about the Cabroca Sister City. He gave an update of the organization and the programs they had been working on. He gave a PowerPoint presentation.

Ms. Christensen talked about the Sister City of Zeitz, Germany. She update the Council on the student exchange program and talked about various visitors from Zeitz to the City of Prescott.

Mr. Greninger said the third Sister City, Suchitoto, El Salvador, had been fairly inactive. However, Northpoint Learning Academy had sent approximately 30 students to Suchitoto over the years, where they learned about the country and did some in-service projects.

Mr. Greninger said that a City could have as many sister cities as it could support. It was up to the community at large to support the programs. He noted that Vergiete, Italy, was another city they are looking at, especially for economic reasons.

Councilman Kuknyo thanked the presenters and talked about how well the Zeitz program had worked. He noted that Mr. Greninger was on the National Sister Cities Board.

C. Courthouse Lighting Fundraising, presented by Tommy Meredith and Gary Edelbrock

Gary Edelbrock addressed the Council. He said there were over 100 trees that would be lit on the Courthouse Plaza, with a kickoff fundraiser on November 6, 2014.

Tommy Meredith, owner, Jersey Lilly's, addressed the Council. He said the lighting was seen and appreciated by more people than any other event in Prescott. It was one of the reasons Prescott was Arizona's Christmas City. He said Jersey Lilly's was collecting donations of any type for the live and silent auctions. The Friends of Jersey Lilly started as a way to merchandise this event. Checks could be made to the Chamber of Commerce, with Friends of Jersey Lilly as the subject line.

Mayor Kuykendall asked how much money was raised last year. Mr. Meredith said \$17,000.00, they were hoping for over \$17,000.00 in 2014.

I. DISCUSSION ITEMS

A. Presentation – Antelope Hills Golf Course operations management transition update

Joe Baynes, Recreation Services Director, presented. He showed a PowerPoint presentation that included:

- BACKGROUND

Mr. Baynes noted that in June 2013, Council gave directions to: transition the golf course and ancillary operations to the Recreation Services Department effective October 1, 2012, retain separate accounting in a Golf course Fund and pursue a public-private partnership. On April 8, 2014, the Council approved a five year contract with Billy Casper Golf (BCG), who assumed business operation of the facilities on May 1, 2014.

- BILLY CASPER GOLF
- GOLF COURSE FINANCIALS

Mr. Baynes said the net result was a \$16,050 increase in revenue over the year ending June 30, 2013. The net improvement for the Manzanita Grille/Centennial Center was \$41,072.00 over the previous year.

Chris Jones, Billy Casper Golf, addressed the Council and introduced John Fairall, General Manager of Antelope Hills. He showed a PowerPoint presentation that included:

- GOAL
- THE BCG DIFFERENCE
- DEDICATED WEST REGIONAL TEAM
- OUR VISION FOR YOU
- TRANSITION & BCG'S COMMITMENT TO EMPLOYEES
- STAFF MEETINGS
- RESULT
- PROPRIETARY PROGRAMS – PEOPLE
- HOW BCG DELIVERS RESULTS
- NEW LOYALTY PROGRAMS
- NEW WEBSITE
- COMMUNITY INCLUSION: CAPTURING MARKET SHARE
- ENHANCE TRADITIONS
- CREATE NEW TRADITIONS
- CREATIVE PROGRAMMING
- PROFITABLE FOOD AND BEVERAGE OPERATION
- FRESH, NEW COLLATERAL
- OUR BIGGEST OPPORTUNITY
- EVENT BUSINESS GROWTH
- DELIVERING A GREAT GOLFING EXPERIENCE
- MYSTERY SHOPS: MEASURE CUSTOMER SERVICE

Councilman Arnold asked Mr. Baynes about the severance pay in last year's budget. Mr. Baynes responded that it was the last paycheck for the employees before they transitioned to BCG. He said there were some full-time employees with severance packages

Councilman Kuknyo asked why there were severance packages if there was 100 percent employee retention. Mr. Baynes noted that the employees became BCG employees. Craig McConnell, City Manager, said the City employees accrued vacation time, which the City was required, by law, to compensate them for, when they left City employment.

Councilman Blair asked how the maintenance issues had worked with the City being in charge of that aspect. Mr. Fairall said that have had no issues on their end.

Mr. Baynes said that when they entered into the agreement with BCG, it was a partnership, and the City took it very seriously. He said the maintenance staff had done a great job at the golf course for a long time.

Councilman Blair asked about a long-range plan for tree planting. Mr. Baynes said there was a plan, but the City of Prescott was slightly behind.

Councilwoman Wilcox asked if there was a possibility for any non-golf course events to take place. Mr. Jones said, yes. He said they may try foot golf, golf with a soccer ball, which brought in non-golfers.

Ernie, resident, said the golf course had never been in as good a shape as it was now. He thought the partnership was working well.

B. Presentation and discussion of City utilities (water and wastewater) rate setting process.

Mark Woodfill, Finance Director, presented. He introduced Rick Giardina and Andrew Rheems from Raftellis, who showed a PowerPoint presentation on the Water and Wastewater Rates. The presentation included:

- CITY UTILITIES OPERATIONS – COST AND FUNDING

Mr. Giardina noted that the utilities in Prescott were unique in the way the City had to make capital investments, where the system existed and the changes in elevation and terrain. He said it was a complex system that would have a higher cost associated with it. He noted that the age and deterioration were not unique.

When water reductions occurred, the cost of operation did not go down proportionately. He noted that 70 – 80 percent of the costs were fixed. The only variable costs were chemicals and power.

Mr. Giardina said the operations were from separate enterprise funds, which made them separate business. They did not receive subsidies or support from other elements of the General Fund. The two core revenue sources were from monthly rates and charges assessed to customers, based on use and the upfront capital fees i.e. development impact fees.

- PRUDENT UTILITY FINANCIAL PLANNING
- UTILITY FINANCIAL PLANNING CRITERIA
- WATER FUND
- WATER RATE OBJECTIVES

Mr. Giardina noted that the City would prefer to have more frequent, smaller rate increases, than less frequent larger increases to avoid significant increases in the rates.

- WATER CAPITAL IMPROVEMENT PROGRAM
- WATER COST OF SERVICE

Mr. Giardina said they did a cost of service analysis to look at the cost that each class put on the system. The City of Prescott was out of alignment in terms of the revenues received from classes and the cost of service they placed on the system. Raftellis

suggested a cost of service transition over a three year period. An aquifer protection fee would help fund the challenges of increased regulations, and capital and operations costs associated with that.

- WATER CURRENT RATES

Mr. Giardina said the increases to single-family residential customers would be less than the increases to non-residential. Overall, the total revenue needed to increase approximately two percent per year.

- PROPOSED WATER BASE CHARGE
- WATER RATE ALTERNATIVES
- PROPOSED WATER USAGE TIERS BY CUSTOMER CLASS
- WATER VOLUME CHARGES ALTERNATIVE 1
- WATER VOLUME CHARGES ALTERNATIVE 2
- AQUIFER PROTECTION FEE

Mr. Giardina said the fee would be a dedicated funding source to help the utility move forward with meeting enhanced regulations.

Mayor Pro Tem Lamerson said he thought that the City of Prescott already had an aquifer protection fee to help finance the cleanup of unsewered areas in the City and clean up of the reservoirs. Craig McConnell, City Manager, said that was the current fee that was being proposed. The City had not gone through a rate study that included addressing the aquifer protection fee.

Mayor Pro Tem Lamerson asked if it would be an appropriate fee to help with the water quality cleanup in both of the reservoirs. Mr. McConnell said it would maintain water quality mandated by state and federal law applicable to surface reuse and recharge assets. He noted that the surface reuse would refer to the lakes. Mayor Pro Tem Lamerson said the Council had requested the fee to be imposed for those purposes. Mr. McConnell said the State of Arizona Department of Environmental Quality (ADEQ) required the City of Prescott to improve water quality in Watson and Willow Lake, although the mandate had not been formally mandated.

Councilwoman Wilcox asked if the protection fee could be used to assist homeowners who were not connected to the sewer, with the cost of connecting. Mr. McConnell said that may be a legal question. It was too early to say what the uses would be, other than directly dealing with the lakes.

Mayor Kuykendall said most of the homes in the unsewered areas had leach fields that leached into the drainage areas, due to the topography. He said the intent was to give the City assistance to clean up the contamination that happened every time it rained. He noted that it was too expensive to attach those homes to City sewer.

Councilwoman Wilcox said, given the public benefit of connecting the unsewered areas, it seemed that some assistance to encourage the homeowners to make the change would be a wise thing to do.

Mayor Pro Tem Lamerson said there was a discussion that the money could go into a pool for alternative septic systems for lower income residents.

Mr. Giardina continued with the following slides:

- PROPOSED AQUIFER PROTECTION FEE
- OUTSIDE CITY AND CHINO VALLEY WATER RATE SURCHARGES
- SAMPLE RESIDENTIAL MONTHLY WATER BILL (10,000 GALLONS)
- SAMPLE RESIDENTIAL MONTHLY WATER BILL (25,000 GALLONS)

Councilman Arnold asked about multi-family verses single-family and their cost for service delivery. He said it appeared that the multi-family service delivery was less than what the single-family residents were paying. A multi-family user would require a higher allocation of water compared to a single-family residence. He said the physical value of the water was not covered in the rates; only the production and delivery costs were accounted for. Mr. Giardina responded that the cost to provide service to a multi-family unit was cheaper than providing the service to a single-family detached, because the accounts often times, did not have irrigation associated with them. He said the value of a gallon of water would be the same for a multi-family, single-family or irrigation.

Councilman Arnold asked for samples of the impact the rates would have to the business community.

Councilman Blair asked how the Aquifer Protection Fund would be accounted for. Mr. Woodfill said it would be a separate fund, like the Alternative Water Fund, for specific capital projects.

Councilman Lazzell asked to see a copy of a water bill on their next presentation so they could discuss all of the charges.

Councilman Arnold said there were vacant lots with water allocations in the City. He said the impact fees and rate structures did not account for new properties without water allocations.

Councilwoman Wilcox said the City needed to encourage more conservation because more land could be annexed and growth to a City was good for its economic vitality. She suggested going even further with the rate structure to encourage conservation.

Councilman Blair said he believed in water conservation, but not at any cost. He said that with the new regulations and meters, there should be an incentive based on using a water catchment basin on new properties. Mr. Giardina noted that the issue had been

explored but, in Colorado, they could not do that because the water had to be returned to the downstream user. He asked what the impacts would be in regards to recharge credits if the water was not returned to the wastewater system.

There was a discussion on the conservation threshold and its affects to the City.

Mr. Giardina continued with Wastewater slides:

- WASTEWATER FUND
- WASTEWATER RATE OBJECTIVES
- WASTEWATER FUND
- WASTEWATER CAPITAL IMPROVEMENT PROGRAM
- WASTEWATER COST OF SERVICE

He noted that they were also looking at a three year transition in fees and a treated effluent rate. There were some pressing needs indicative of the nine percent increase suggested. The residential costs exceeded the revenue.

Councilman Lazzell asked what type of projects would require a nine percent rise in rates the first year. Mr. McConnell said the answer was presented in the City's Capital Improvement Program for the Wastewater Fund. The City had not dealt with facilities for decades because the funding was not there. He noted that there was a trunk main that needed to be replaced and wastewater pump stations needed repair.

Councilman Kuknyo asked if the City was building a system that could handle the conservation the City was heading towards. Mr. McConnell said the wastewater treatment plant was designed for a stronger waste stream coming into the plant.

- WASTEWATER CURRENT RATES

Councilman Kuknyo asked about the people with a second home in Prescott, who did not pay wastewater bills all year. Mr. Giardina said they addressed that through the base charge.

- PROPOSED WASTEWATER RATES

There was a discussion about the assumptions that had gone into the study.

- SAMPLE RESIDENTIAL MONTHLY WASTEWATER BILL
- SAMPLE COMBINED WATER AND WASTEWATER BILL
- COMPARISON WITH OTHER MUNICIPALITIES
- SEPTAGE HAULER COMPARISON
- TREATED EFFLUENT CUSTOMERS AND WATER SALES
- PROPOSED TREATED EFFLUENT RATE

- **RECAP OF KEY POINTS**

Mr. Giarda said communities usually encouraged the use of effluent water and charged in the 70 – 80 percent range of what they charged for treated water. He noted that the cost to serve the effluent water was usually higher than serving treated water. It was a benefit to the utility as a whole if effluent could be provided to those customers and the good water was saved for the customers who did not have a choice. He recommended that the effluent rate be at 70 percent of the treated water rate.

- **UTILITY RATE-SETTING PROCESS**

Mr. Giarda concluded his remarks by saying water and wastewater costs would be higher in the City of Prescott due to the elevations. The Enterprise Funds should recover, in total, the costs of the services. The infrastructure was in dire need of attention. He said the federal government would not step in and deal with the problems at the local level.

II. BOARDS AND COMMISSIONS REPORTS

Boards and Commissions reports were not discussed.

III. ADJOURNMENT

There being no further business to be discussed, the Workshop Meeting of October 7, 2014, adjourned at 5:57 P.M.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

DANA R. DeLONG, City Clerk

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, OCTOBER 14, 2014
PRESCOTT, ARIZONA

MINUTES OF THE REGULAR VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON OCTOBER 14, 2014, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

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

◆ **INTRODUCTIONS**

Mayor Pro Tem Lamerson thanked the Police Officers in attendance for the work they did.

◆ **INVOCATION**

Invocation was not given.

◆ **PLEDGE OF ALLEGIANCE** by Councilwoman Wilcox

◆ **ROLL CALL:**

Present:

Absent:

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

◆ **ANNOUNCEMENTS**

No announcements were made.

I. CONSENT AGENDA

Mayor Kuykendall requested that Item C. be pulled from the Consent Agenda for further discussion.

- A. Approval of minutes for the Council meetings held on September 9, 2014 and September 23, 2014
- B. Approval of Advertising Services Agreement for Fiscal Year 2015 with Madden Media in the amount of \$14,427.92 through the Arizona Office of Tourism Cooperative Marketing Program (City Contract No. 2015-058)
- C. Adoption of Resolution No. 4258-1467, approving a Memorandum of Understanding with the Arizona Office of Tourism and Northern Arizona University to conduct a Visitor Study

Councilman Lazzell asked if staff used the information provided by Northern Arizona University (NAU). Don Prince, Tourism Director, said it was used all of the time. Councilman Lazzell asked how it was available to the public. Mr. Prince said anyone could get a copy from him and it was widely distributed.

Councilman Kuknyo said he would like the question on the survey regarding overall satisfaction with your experience in Prescott, to be followed by an area to express why their experience was good or bad. Mr. Prince responded said there would be a training program offered by NAU for the different venues in the study and they may discuss that issue.

COUNCILMAN LAZZELL MOVED TO APPROVE CONSENT AGENDA ITEM I.C.; SECONDED BY WILCOX; PASSED UNANIMOUSLY.

- D. Approval of purchase of one (1) ea. 175,000 BTU waste oil heater from Clean Burn Energy Systems for the Fleet Maintenance Facility in the amount of \$11,997.71 (Facilities Maintenance Fund)
- E. Approval of annual ESRI Geographic Information System (GIS) software support and maintenance in an amount not to exceed \$17,000.00
- F. Approval of purchase of one (1) ea. Type I Kitchen Hood from Custom Steel Fabricators, Inc., in the total amount of \$19,213.00 (City Contract No. 2015-059; Airport Fund)

Councilman Kuknyo said he would like to get the new terminal done and not put money into the old terminal.

- G. Approval of: one (1) acceptance of grant award from the U.S. Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$14,561.00; and (2) purchase of six (6) ea. Threat Level III Tactical Ballistic Vests from FX Tactical, LLC, in the total amount of \$13,319.81, using City of Phoenix contract pricing (City Contract No. 2015-061)

- H. Approval of (1) the acceptance of grant funding from the Arizona Department of Homeland Security (AZDOHS) in the total amount of \$18,016.00; and (2) the purchase of thirty-two (32) ea. Point Blank Level III Stand Alone, Triple Curve, shooters Cut Rifle Plates from FX Tactical, LLC, in the amount of \$14,385.68, using the State of Arizona Western States contracting Alliance pricing
- I. Approval of payment to Application Data Systems, Inc. (ADSi), for Fiscal Year 2015 Police Department public safety software annual support and maintenance services in the amount of \$17,155.00 (City Contract No. 2015-044)

MAYOR PRO TEM LAMERSON MOVED TO APPROVE CONSENT AGENDA ITEMS I.A. – I.I., except Item I.C.; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

II. REGULAR AGENDA

- A. Public Hearing and consideration of a Series 12, Restaurant liquor license application from Linda Karen Gabrick, applicant for Prescott Station Restaurant, located at 200 East Gurley Street

Dana DeLong, presented. The application was properly posted for the State-mandated 20-day period. No petitions or protests had been received during that period. The application cleared Planning and Zoning and the City of Prescott Police Department.

MAYOR PRO TEM LAMERSON MOVED TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILMAN KUKNYO; PASSED UNANIMOUSLY.

COUNCILWOMAN WILCOX MOVED TO APPROVE LIQUOR LICENSE APPLICATION NO. 12133599, FOR A SERIES 12, RESTAURANT LICENSE FOR PRESCOTT STATION RESTAURANT LOCATED AT 200 EAST GURLEY STREET; SECONDED BY MAYOR PRO TEM LAMERSON; PASSED UNANIMOUSLY.

Items B – E were taken out of order and considered after Items F – H.

- B. Approval of purchase of two (2) ea. 2015 ford F550 regular cab 4x4 two-ton pickup trucks including aftermarket outfitting from Peoria Ford using State of Arizona contract ADSPO14-063237 pricing in the total amount of \$167,636.72 (Vehicle Replacement Fund)

Stephanie Miller, Field and Facilities Director, presented. The Street Maintenance Division of the Field and Facilities Services Department, working in conjunction with the Fleet Services Division, replaced aging vehicles used in street maintenance operations that were at or approaching 100,000 miles, have reached the end of their useful lives,

and had become mechanically unreliable. She noted that the Streets Division utilized pickups for hauling materials to and from worksites, snowplowing and transporting equipment. The 1 ½ ton trucks would be replaced with 2 ton trucks to increase efficiencies and allow for safer operations.

Ms. Miller said she requested replacement of two of the six trucks in the Streets Division. The units had high repair costs. She noted that Fleet Services would look to repurpose the trucks they took out of service before requesting permission to surplus the vehicles.

Councilman Arnold noted that the City would get a new spreader and snowplow package included in the price noted.

Councilman Lazzell asked if the F550 would be retired at 100,000 miles. Ms. Miller said probably not. She said they would analyze all aspects of the vehicle prior to replacement. Since it was a diesel engine and would go more than 100,000, it would be in the fleet for a longer period of time. She noted that the vehicles were used by the Streets Division in their day to day operations, when needed. She noted that other Departments may also borrow the trucks for special projects.

Mayor Kuykendall said the Mayor of Havasu City noted that they had a provision in place that gave a 2 percent advantage to local bidders, which had to do with the sales tax. He asked if the City of Prescott had the same opportunity. Jon Paladini, City Attorney, said the provision was not currently in place. He noted that upon the purchase of taxable goods, some cities had adopted local preference as part of their code. He said it was being challenged in the City of Tucson. There was a risk the provision could be overturned.

COUNCILMAN ARNOLD MOVED TO APPROVE THE PURCHASE OF TWO (2) EA. 2015 FORD F550 REGULAR CAB 4X4 TWO-TON PICKUP TRUCKS INCLUDING AFTERMARKET OUTFITTING FROM PEORIA FORD USING STATE OF ARIZONA CONTRACT ADSP014-063237 PRICING IN THE TOTAL AMOUNT OF \$167,636.72; SECONDED BY COUNCILMAN LAZZELL; PASSED UNANIMOUSLY.

- C. Approval of a professional services agreement with Kelley/Wise Engineering, Inc., for the Pleasant Street Water Main and Sewer Main Replacement Project in an amount not to exceed \$27,043.00 (City Contract No. 2015-050; Water and Wastewater Funds)

Joel Berman, Utilities Manager, presented. The item was to approve a professional services agreement with Kelley/Wise Engineering, Inc., for engineering and post-design services for the Pleasant Street Water Main and Sewer Main Replacement Project, part of an on-going program to replace deteriorated and undersized water and wastewater main lines. He noted that the project limits were from Carlton Street to Aubrey Street.

He noted that the replacement of the lines helped improve the water system, increased fire flow and helped reduce maintenance costs and water loss. The new water pipe would be designed to meet current standards for capacity and material.

Mayor Pro Tem Lamerson talked about the failing infrastructure in the City of Prescott. He asked if there was a time projection when the infrastructure would be up to date. Mr. Berman said the City would always have needs to replace failing infrastructure. He said that in 20 years, the majority of the reconstruction work would be over and the City may then be in a maintenance mode.

Henry Hash, Public Works Director, said that one of the plans for the upcoming budget was to create a program to replace the lines every 50 years.

Councilman Blair asked about sewer issues when backflow valves were not installed and the property owner was held responsible. He noted that the current contract would replace five new sewer services with backflow valves. He asked if the City would bear that cost and if so, he asked why the City was using two different standards. Mr. Berman responded that when the City performed a capital improvement project and was doing work on the property itself, they pulled a building permit on behalf of the property owner to perform that work on their property. When a building permit was pulled, a requirement was triggered to install a backwater valve. Councilman Blair asked if the cost should be split with the property owners to encourage the installation on all properties. Councilman Blair said he would like to see a push in the Spring for the installation of backflow valves in the City.

Councilman Arnold asked what the plan was once the trenches were filled. Mr. Berman responded that it would be a trench cut and patched with the T-top replacement, until they could chip seal it.

Councilwoman Wilcox asked how that area rose to the surface of the priority list and how priorities were determined for reconstruction and replacement. Mr. Berman said they could track down how much maintenance had been done on a pipe in the system.

Councilman Kuknyo noted that replacing the pipes created a situation that was environmentally sound.

Mayor Kuykendall said the rate study used the five year capital plan as a guide for the monies needed to keep the plan in place.

Craig McConnell, City Manager, noted that addressing the issue of City infrastructure, existing and future, began with a state mandated impact fee study. There was a sorting of projects into two categories: projects driven by new growth (built into the impact fees), and those projects that involved repair, rehabilitation or the correction of existing deficiencies (built into the multi-year Capital Improvement Program).

Mr. McConnell said the City had a very aggressive Capital Improvement Plan and he did not think the City would fall behind the curve if they found out that there were some projects that needed to be done immediately. He said there was the flexibility to accelerate some projects and defer others to another year within the five year period.

Daniel Matteson, citizen, asked about the materials being used now and if the size of the pipes were being increased. Mr. Berman said the pipe size would be increased from two to six inches. The City now used ductile iron or PVC pipes for the mains and copper for the services.

MAYOR PRO TEM LAMERSON MOVED TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KELLEY/WISE ENGINEERING, INC., FOR THE PLEASANT STREET WATER MAIN AND SEWER MAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$27,043.00 (CITY CONTRACT NO. 2015-050); SECONDED BY COUNCILWOMAN WILCOX ; PASSED UNANIMOUSLY.

- D. Award of bid and contract for Water Line Stops and 14-inch Water Line Valve Installations, Willow Creek Water Line Repair and Scour Protection Project, to Arizona Tap Master, Inc., in an amount not to exceed \$92,780.00 (City Contract No. 2015-053; FY15 Water Fund)

Joel Berman, Utilities Manager, presented. He noted that the City of Prescott needed to replace transmission mains across Willow Creek. The work would be accomplished through two contracts. He said in order to realign the water mains; the mains needed to be isolated from the rest of the City system. The isolation would be accomplished by freezing the water main and installing valves. The mains carried a large portion of the water to the residents of Prescott.

Councilman Blair asked why the separation of valves was so far apart. Mr. Berman said there was a valve in the area that could help with the project, but it was broken.

COUNCILMAN ARNOLD MOVED TO AWARD THE BID AND CONTRACT FOR WATER LINE STOPS AND 14-INCH WATER LINE VALVE INSTALLATIONS TO ARIZONA TAP MASTER, INC., IN AN AMOUNT NOT TO EXCEED \$92,780.00 (CITY CONTRACT NO. 2015-053); SECONDED BY COUNCILMAN LAMERSON; PASSED UNANIMOUSLY.

- E. Review of the rate study for City water and wastewater utilities; adoption of a Notice of Intention to Adjust Water and Wastewater Rates; setting of a public hearing for 3:00 P.M., November 18, 2014; and release of the Public Report

Mark Woodfill, Finance Director, presented. He noted that Council would be adopting a Notice of Intent. The Public Hearing was being set of November 18, 2014 at 3:00 P.M. and the Public Report would be released. He noted that a Public Meeting was scheduled for October 28, 2014 and the Council Workshop was scheduled for

November 4, 2014. Craig McConnell, City Manager, requested that the Workshop be a Public Workshop.

Mr. Woodfill said there would be another evening meeting on November 6, 2014 at 6:00 P.M. and the required Public Hearing will be on November 18, 2014. He noted that Council would then consider an ordinance on December 2, 2014.

He noted that a few things had changed since the last presentation and the new presentation had the updated slides. He said he would just cover the changes.

Mr. Woodfill showed a PowerPoint presentation which included:

- ▶ WATER FUND – the fund balance and debt coverage ratio changed from the first presentation
- ▶ WATER VOLUME CHARGES ALTERNATIVE 1 – there were some changes related to the non-residential rates. He noted that the charges went down .13 - .58 cents, depending on the tier.
- ▶ WATER VOLUME CHARGES ALTERNATIVE 2 – non-residential rates had been adjusted to .19 - .85 cents depending on the tier.
- ▶ PROPOSED AQUIFER PROTECTION FEE – Mr. Woodfill noted that a yearly increase was not noted in the previous presentation.

Mr. McConnell said the previous study indicated five years of rates, but the Council decided that it was good to have a five year view, knowing that things could change in three years.

- ▶ OUTSIDE CITY AND CHINO VALLEY WATER RATE SURCHARGES – Mr. Woodfill noted that there was a contractual agreement in the Chino Valley Irrigation District (CVID) Agreement to the 30 percent markup on CVID customers, which were most of the Chino customers. The recommendation was changed to leave the markup at 30 percent. He said the outside City surcharge went from 39 to 49 percent.

Councilwoman Wilcox asked what was meant by outside the City. Mr. Woodfill said it was for all water outside the City limits except for the Prescott-Yavapai Tribe.

- ▶ WASTEWATER FUND – there were some significant discrepancies in the prior presentation. Correct fund balances were now listed.
- ▶ SAMPLE COMBINED WATER AND WASTEWATER BILL – there was a discrepancy on water usage under the first non-residential account with the 2 inch meter. The non-residential rates were also changed. He said there was a 6.8 percent increase in residential and wastewater, with an 8 percent on non-residential with a 2 inch meter and a 6.7 percent increase on the 4 inch meter.
- ▶ Comparison with Other Municipalities – the slide was inserted to show the comparison for 10,000 gallons of water and 5,000 gallons of wastewater.

- Utility Rate-Setting Process – the schedule had changed and Mr. Woodfill noted that it would be posted on the web, at the Utility Window and staff would make sure the public was aware of the Public Meetings.

Mr. Woodfill said the meetings would be posted on the drive-thru and front window in the Utility Billing Department, a press release was sent out and placed on the City website. He said they also noticed the Public Hearing in the utility bill.

Councilwoman Wilcox asked if the consultant would be at the Public Meetings to address concerns. Mr. Woodfill said the consultant would be in Prescott on November 4th and the 18th for the Council Meetings. Staff would conduct the evening meetings and would include comments received from the public and Council in the presentation. Councilwoman Wilcox encouraged the public to let her know how they felt about the increase in water rates and whether they felt it was justified. She noted that pictures showing the condition of the line would be helpful. She wanted to encourage more conservation and look at the higher tiers to see if those rates could be increased in order to encourage conservation.

Councilman Arnold noted that trash collection and landfill were also included on the bill and the charges were not just for water and sewer. Mr. Woodfill said that Prescott Valley did not include sanitation charges on their utility bills.

Mr. McConnell said there was an extended dialogue about unsewered areas during the time that the aquifer protection fee was identified. Since then, there was the Total Maximum Daily Load (TMDL) draft that the Arizona Department of Environmental Quality (ADEQ) issued and someday that would require the City to meet, in terms of water quality in Watson and Willow Lakes. He noted that the next step was that there was also a draft ADEQ for a small community MS4 Permit, which was surface water runoff. ADEQ was proposing that the State of Arizona require surface water quality in storm drains, etc. to exceed federal standards. Mr. McConnell said the City could be talking about another \$500,000.00 a year, in addition to the Watson and Willow Lake water quality.

He noted that there would be some substantial discussions coming up about unfunded mandates and water quality and what the outcomes would be that state and federal governments really wanted to achieve.

Mayor Pro Tem Lamerson said the citizens of Prescott were not the only people responsible for the quality of the lakes. He mentioned mining, controlled burns and ADOT.

Leslie Hoy, citizen, noted that the Citizens Water Advocacy Group (CWAG) thought the rate increases should incentivize conservation by the higher volume users and not fall on the lowest tiers and the group would like to see a conservation program put in place

for the commercial users. She asked if the Utility Rate Calendar would have its own URL. Mr. Woodfill said there would be a link on the City website to the calendar.

Mayor Kuykendall asked Ms. Hoy what she thought about the rate increase due to water conservation. Ms. Hoy said that question came up with regard to all natural resources. She said people had to look at the big picture. If they conserved more, less would have to be pumped, which should help reduce the cost of any importation projects and electricity required for pumping. Mayor Kuykendall said the City needed help getting that message out and added that the cost would probably not go down.

Ms. Hoy said CWAG had a booth at Great Prescott Outdoors and said they had huge amounts of interest in conservation and rain water harvesting.

□□□MAYOR PRO TEM LAMERSON MOVED TO (1) ADOPT THE NOTICE OF INTENTION TO ADJUST RATES, FEES AND SERVICE CHARGES; and (2) SET A PUBLIC HEARING FOR 3:00 P.M., NOVEMBER 18, 2014; AND (3) RELEASE THE PUBLIC REPORT; SECONDED BY COUNCILWOMAN WILCOX; PASSED UNANIMOUSLY.

Items F – G were taken out of order and considered before items B - E

- F. Approval of (1) acceptance of an Arizona Department of Transportation 90% funding grant in the amount of \$1,440,000.00 for design and construction including rehabilitation and structural upgrade of the apron area used by U.S. Forest Service and large aircraft; (2) Authorization of Services No. 4 for accomplishment of the design by Dibble Engineering in an amount not to exceed \$130,882.00 (City Contract No. 2014-029A4)

John Cox, Airport Manager, presented. The item pertained to pavement rehabilitation and structural upgrade to the apron located east of Taxiway D. The public aircraft access area was used to park large corporate aircraft. The second part of the item was authorization of services for Dibble Engineering for design services of a section of the Delta taxiway and a new section of pavement that would include an additional stall, a parking area and an aircraft loading apron area.

Mr. Cox noted that the lease area was entered into with the Forest Service in 1989. In the past 25 years, the Forest Service had spent an extensive amount of federal funds with resources in labor. The main thrust of their operation occurred in the fire season of April to August. The remainder of the year, general aviation services could utilize the area, as well as any public, corporate or transient traffic.

During the four month fire season, the area was exclusively utilized for loading the slurry bombers and support of any fire suppression efforts. The Prescott Fire Center would be combining funds for improvement of an additional expansion area, which would increase the loading bay areas to three. The investment would be \$1 million in federal

funds for construction improvements. He noted that Dibble Engineering would also be doing the construction for the Forest Service.

Mr. Cox said the Forest Service spent over \$100,000.00 last year on Taxiway Delta to repair and rehabilitate the taxiway for their utilization. The repair extended the useful life of the surface so the Arizona Department of Transportation (ADOT) had not identified the area as needing improvement.

Mr. Cox addressed the issue of the \$130,000.00. He said the City's portion of the total project cost was about \$1.6 million. ADOT looked at the actual proposal and approved the eight percent cost for Dibble Engineering.

Councilman Arnold said he would like to see the project completed by the end of next Spring.

Councilman Kuknyo asked if the City of Prescott looked toward the future when the design for the airport was being created. Mr. Cox responded that there were concerns for the weight on the runways and taxiways. He said the airport was not designed for consistent use of C-130s.

Craig McConnell, City Manager, added that the structural design of the aprons and the associated were being designed with upgrades.

Mayor Pro Tem Lamerson said it was important that the City kept the slurry bombers in Prescott. He thought it was a good investment of the money.

Mr. Cox said the third loading area would be able to stage three aircraft on the concrete apron and would allow aircraft to be staged in behind the other three, off of the active taxiway.

Mayor Kuykendall asked if Taxiway D was engineered to take the same loads the new pads could. Mr. Cox said not at this time. Mayor Kuykendall asked if that would impede the aircraft from getting to the new pads. Mr. Cox said it would decrease the useful life of the pavement surfaces, but not impede the operation.

Mayor Kuykendall noted that the project would start in June, which was at the peak of the fire season. He had a concern about that area being down during that time and the potential lack of fuel sales. He said that he was not sure that the agreement to use the pads when the Forest Service was not, had much value, because there was no parking near those pads. He asked who would be responsible for the maintenance.

Mr. Cox said the City was renegotiating with the Forest Service in regards to expanding the existing lease period for an additional 20 years. He noted that their future investments for the next 20 years would be critical. He said the maintenance and improvements would be a component of the lease negotiation. The lease agreement

coming before Council within the next six months would include verbage that the Forest Service would be responsible for all of the pavement maintenance.

There was a discussion about the separate lease with Legend Aviation. Mayor Kuykendall noted that if the Forest Service needed additional land, it would be difficult to go to the North East. He asked if the City's 17 acres in that area may be needed and asked if Mr. Cox had talked to the Forest Service about it. Mr. Cox said the 20 Year Master Plan identified a few buildings for potential installation in that area: terminal, fire fighting station and an air traffic control tower.

Mayor Pro Tem Lamerson asked if there was a way to expedite the project due to the fire season, to begin in March instead of June. Mr. Cox said the expedited design phase would run until February. The construction procurement and bids bonds allowed 60 days to City Council approval. He said that during peak fire season, two pads would remain open.

COUNCILMAN ARNOLD MOVED TO (1) ACCEPT AN ADOT GRANT NO. E5S2A IN THE AMOUNT OF \$1,440,000.00; AND (2) APPROVE AUTHORIZATION OF SERVICES NO. 4 UNDER CITY CONTRACT NO. 2014-029 WITH DIBBLE ENGINEERING IN AN AMOUNT NOT TO EXCEED \$130,882.00; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.

G. Adoption of Ordinance No. 4912-1450 rezoning from Single-family SF-12 to Multifamily MF-M (RZ14-002) parts of Lots 863 through 868, the Ranch at Prescott, Unit VIII (Owner Bullwhacker Associates; APNs 103-44-129, 103-44-130, 103-44-131, 103-44-132, 103-44-133, and 103-44-134)

Tom Guice, Community Development Director, presented, saying that Item H was closely associated with Item G. He said the idea was to rezone 2.7 acres to combine the un-subdivided property to the North. Item H was the revision of the plat, which would flex the new boundaries of Unit VIII after the portion was rezoned.

He noted that the Commission considered both of the items at their September 11, 2014 meeting and unanimously recommended approval of both.

Craig McConnell, City Manager, said if and when a multi-family project came in for the large, un-subdivided tract to the North, the City Water Allocation Committee and the City Council would have to weigh-in on the allocation of water.

COUNCILMAN LAZZELL MOVED TO ADOPT ORDINANCE NO. 4912-1450; SECONDED BY MAYOR PRO TEM LAMERSON; PASSED UNANIMOUSLY.

- H. Replat of The Ranch at Prescott, Unit VIII, (RP14-003) removing all or a portion of Lots 863, 864, 865, 866, 867, 868; revising the plat of Lots 860, 861, 862, 863, 864, 865; and creating a new 68-foot wide street right-of-way (Owners: Bullwacker Associates)

Tom Guice, Community Services Director, presented. The replat would remove the subject area from Unit VIII and attach it to the un-subdivided parcel to the North. The revision of the plat would create a 68 foot right-of-way to connect to the curb cut in the roadway on Gateway Boulevard.

MAYOR PRO TEM LAMERSON MOVED TO APPROVE RP14-003, A REVISION OF THE RANCH UNIT VIII; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

III. ADJOURNMENT

There being no further business to be discussed, the Regular Voting Meeting of October 14, 2014, adjourned at 4:56 P.M.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

DANA R. DeLONG, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Voting Meeting of the City Council of the City of Prescott, Arizona held on the 14th day of October, 2014. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2014.

AFFIX
CITY SEAL

DANA R. DeLONG, City Clerk

MEETING DATE/TYPES: VOTING SESSION 10-28-14

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4911-1449 authorizing acceptance of a waterline easement from Prescott Development Group, LLC

Approved By:		Date:
Director:	Hash, Henry	10/15/2014
City Manager:	McConnell, Craig	10/21/2014

Item Summary

This item is to accept a waterline easement from Prescott Development Group, LLC, for water infrastructure installed on the Prescott Tractor Supply site, located north of Commerce Drive on Willow Creek Road.

Background

Development of the Prescott Tractor Supply project infrastructure is complete. The easement shown on the Map of Dedication (Exhibit B) corresponds to the as-built locations of the water lines. This easement is being dedicated to the City at no cost, pursuant to the Land Development Code.

Attachments

1. Exhibit A - Proximity Map
2. Exhibit B - Map of Dedication
3. Exhibit C - Ordinance No. 4911-1449

Recommended Action: **MOVE** to adopt Ordinance No. 4911-1449.

Exhibit "A" Proximity Map



Prescott Tractor Supply

APN 106-08-209B

AS DESCRIBED IN RECEPTION # 2014-0022967, YAVAPAI COUNTY OFFICIAL RECORDS
SITUATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 2 WEST
GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, CITY OF PRESCOTT, ARIZONA

DECLARATION:

KNOW ALL MEN BY THESE PRESENT:

THAT:

PRESCOTT DEVELOPMENT GROUP, LLC, AS OWNER OF THAT CERTAIN REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF PRESCOTT, ARIZONA MORE PARTICULARLY DESCRIBED AS YAVAPAI PARCEL NUMBER 106-08-2098 AS DESCRIBED IN RECEPTION # 2014-0022967, OF YAVAPAI COUNTY OFFICIAL RECORDS, HEREBY PUBLISH THIS RECORD OF SURVEY FOR EASEMENT DEDICATION UNDER, OVER, ACROSS, AND THROUGH THOSE PARCELS ALSO KNOWN AS "PRESCOTT TRACTOR SUPPLY".

AND HEREBY DECLARE THAT:

1. ALL EXISTING EASEMENTS, AGREEMENTS, AND DECLARATIONS ARE DETAILED IN RECEPTION # 2014-0022967, OF YAVAPAI COUNTY OFFICIAL RECORDS AND SHALL BE ENHANCED BY THE ITEMS DETAILED WITHIN THIS MAP OF DEDICATION.

2. WATER MAINS HAVE BEEN INSTALLED UPON THE SITE. THE PROPOSED EASEMENTS SHOWN ON THIS DEDICATION CORRESPOND TO THE ASBUILT LOCATIONS OF ALL FACILITIES.

4. WATER EASEMENT IS HEREBY GRANTED TO THE CITY OF PRESCOTT IN PERPETUITY FOR THE PURPOSE OF ACCESS, INSTALLATION, REPAIR, AND MAINTENANCE OF PUBLIC WATER FACILITIES, OVER, UNDER, ACROSS, AND THROUGH "PRESCOTT TRACTOR SUPPLY". THESE EASEMENTS AND ITS RIGHTS ARE SEPARATE AND EXCLUSIVE FROM ANY RIGHTS DEDICATED TO OTHER UTILITY COMPANIES EITHER PUBLIC OR PRIVATE.

IN WITNESS WHEREOF

THAT THIS RE-PLAT OF THE SUBJECT PARCEL HAS BEEN SEALED AS
OF THE

____ DAY OF _____, 2014, AND

ACKNOWLEDGED BY THE FOLLOWING PERSON(S) TO REFLECT THEIR
INTENT AND AGREEMENT PERTAINING TO THE DIVISION OF SAID
PROPERTY.

PROPERTY OWNER APN 106-08-209B: PRESCOTT
DEVELOPMENT GROUP, LLC, A NORTH CAROLINA LIMITED
LIABILITY COMPANY

BY: _____

NAME: RALPH J. RONALTER, JR.

TITLE: MANAGER

ACKNOWLEDGEMENT:

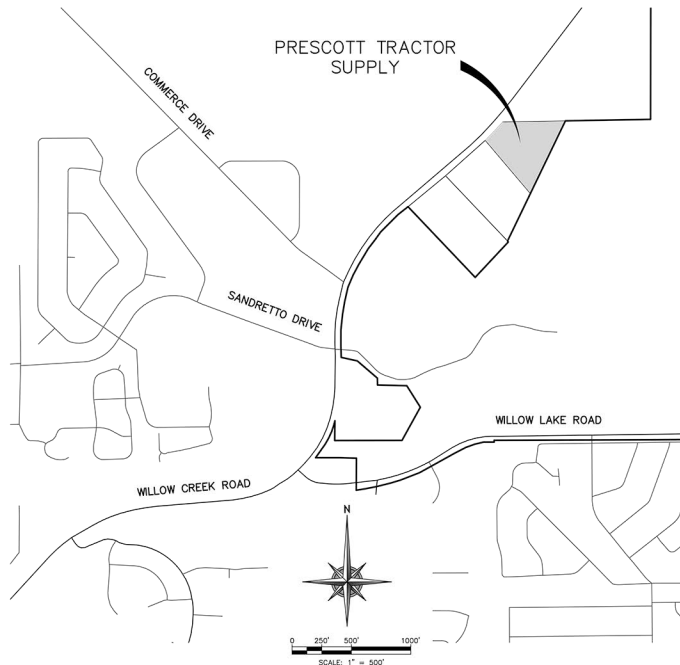
STATE OF NORTH CAROLINA)
) SS
COUNTY OF MOORE)

ON THIS _____ DAY OF _____, 2014, BEFORE ME, THE
UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR **RALPH J.
RONALTER, JR.**, WHO ACKNOWLEDGES HIMSELF AS THE MANAGER OF
PRESCOTT DEVELOPMENT GROUP, LLC, A NORTH CAROLINA LIMITED
LIABILITY COMPANY, AND ACKNOWLEDGED AS SUCH, EXECUTED THE
FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BEING
DULY AUTHORIZED TO DO SO.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



SITE MAP

SURVEYOR'S NOTES

1. THE AS BUILT SURVEY WAS PERFORMED IN AUGUST OF THE YEAR 2014.
2. A.S. 32-151 STATES THAT THE USE OF THE WORD CERTIFY BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IN AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OR FINDINGS THAT ARE SUBJECT TO THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
3. THIS SURVEY IS ONLY VALID WHEN BEARING THE SEAL AND SIGNATURE OF THE REGISTRANT IN RESPONSIBLE CHARGE.
4. THE INTENT OF SHEET 2 OF THIS SURVEY IS FOR THE DEDICATION OF EASEMENTS FOR THE WATER MAINS AS CONSTRUCTED AND TO BE UTILIZED BY THE CITY OF PRESCOTT.
5. THE PROPERTY AS DEPICTED HEREON REPORTS THE CONDITION IN WHICH IT EXIST IN THE FIELD. VARIOUS PINS WERE FOUND AS NOTED HEREON.
6. PROPERTY MONUMENTS SET AFTER THE COMPLETED CONSTRUCTION ARE BASED ON THE CITY OF PRESCOTT'S DATUM AND

APPROVALS

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF

PRESCOTT ON THIS _____ DAY OF _____, 2014.

COMMUNITY DEVELOPMENT DIRECTOR

APPROVED BY THE PUBLIC WORKS DIRECTOR OF THE CITY OF PRESCOTT ON _____

THIS _____ DAY OF _____, 2014

PUBLIC WORKS DIRECTOR

APPROVED BY THE CITY ENGINEER OF THE CITY OF PRESCOTT ON _____

THIS ____ DAY OF _____, 2014

CITY ENGINEER

APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT ON

THIS _____ DAY OF _____, 2014

MAYOR

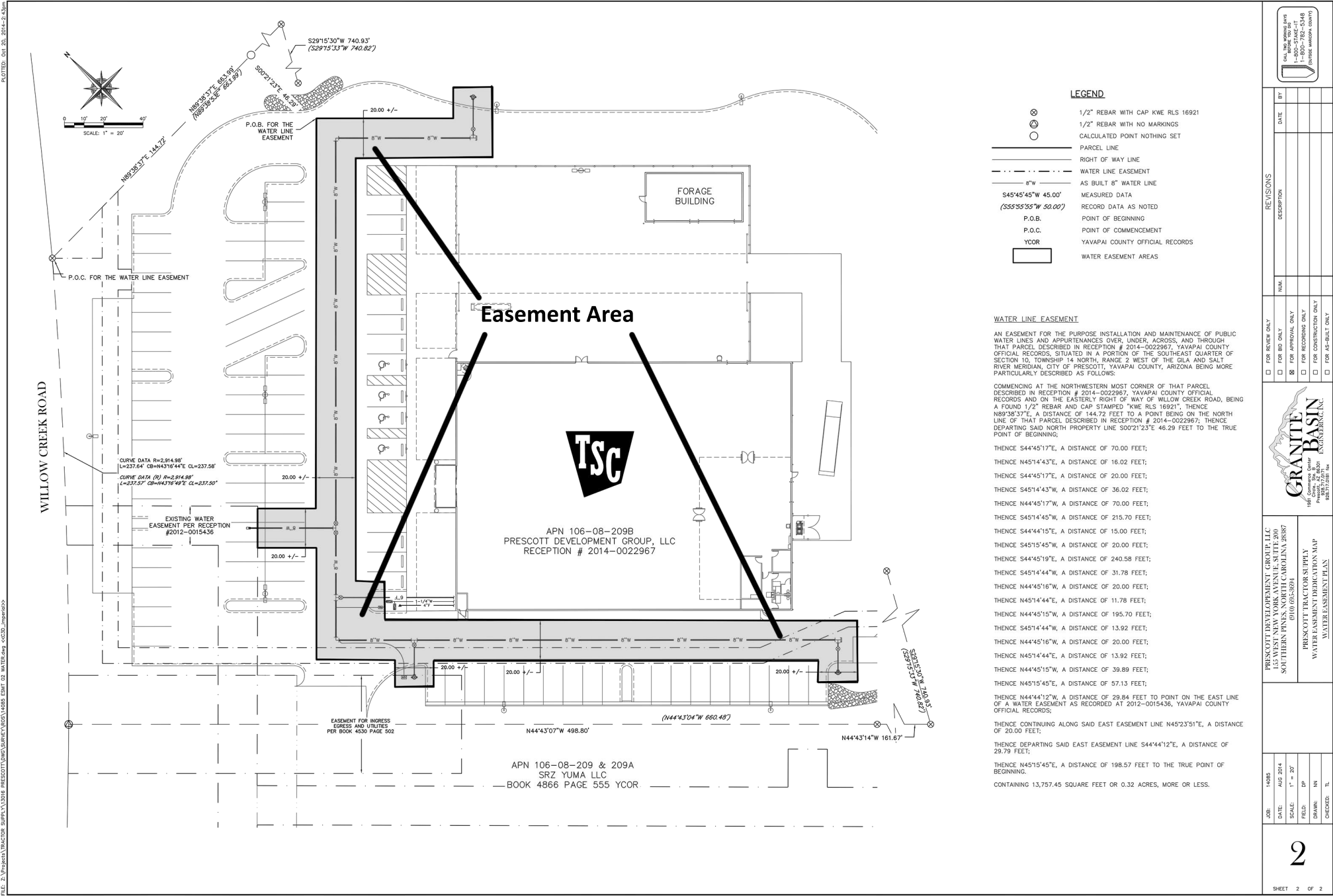
CITY CLERK

SURVEYOR'S CERTIFICATE:

I, THOMAS A. LIUZZO, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 33861 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF ARIZONA. I FURTHER CERTIFY THAT I HAVE PREPARED THIS PLAT FROM THE ORIGINAL FIELD NOTES MADE DURING A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE LAND SURVEYED AND WAS PERFORMED IN ACCORDANCE WITH THE ARIZONA MINIMUM STANDARDS FOR LAND SURVEY EFFECTIVE FEBRUARY 2002.

SHEET INDEX	
1	COVER
2	WATER EASEMENT PLAN

Exhibit "B" Map of Dedication



LEGEND

- 1/2" REBAR WITH CAP KWE RLS 16921
- 1/2" REBAR WITH NO MARKINGS
- CALCULATED POINT NOTHING SET
- PARCEL LINE
- RIGHT OF WAY LINE
- WATER LINE EASEMENT
- 8" W
- AS BUILT 8" WATER LINE
- MEASURED DATA
- RECORD DATA AS NOTED
- P.O.B.
- P.O.C.
- YCOR
- WATER EASEMENT AREAS

WATER LINE EASEMENT

AN EASEMENT FOR THE PURPOSE INSTALLATION AND MAINTENANCE OF PUBLIC WATER LINES AND APPURTENANCES OVER, UNDER, ACROSS, AND THROUGH THAT PARCEL DESCRIBED IN RECEPTION # 2014-0022967, YAVAPAI COUNTY OFFICIAL RECORDS, SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN MOST CORNER OF THAT PARCEL DESCRIBED IN RECEPTION # 2014-0022967, YAVAPAI COUNTY OFFICIAL RECORDS AND ON THE EASTERLY RIGHT OF WAY OF WILLOW CREEK ROAD, BEING A FOUND 1/2" REBAR AND CAP STAMPED "KWE RLS 16921", THENCE N89°38'37" E, A DISTANCE OF 144.72 FEET TO A POINT BEING ON THE NORTH LINE OF THAT PARCEL DESCRIBED IN RECEPTION # 2014-0022967; THENCE DEPARTING SAID NORTH PROPERTY LINE S00°21'23" E 46.29 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S44°45'17" E, A DISTANCE OF 70.00 FEET;

THENCE N45°14'43" E, A DISTANCE OF 16.02 FEET;

THENCE S44°45'17" E, A DISTANCE OF 20.00 FEET;

THENCE S45°14'43" W, A DISTANCE OF 36.02 FEET;

THENCE N44°45'17" W, A DISTANCE OF 70.00 FEET;

THENCE S45°14'45" W, A DISTANCE OF 215.70 FEET;

THENCE S44°44'15" E, A DISTANCE OF 15.00 FEET;

THENCE S45°15'45" W, A DISTANCE OF 20.00 FEET;

THENCE S44°45'19" E, A DISTANCE OF 240.58 FEET;

THENCE S45°14'44" W, A DISTANCE OF 31.78 FEET;

THENCE N44°45'16" W, A DISTANCE OF 20.00 FEET;

THENCE N45°14'44" E, A DISTANCE OF 11.78 FEET;

THENCE N44°45'15" W, A DISTANCE OF 195.70 FEET;

THENCE S45°14'44" W, A DISTANCE OF 13.92 FEET;

THENCE N44°45'16" W, A DISTANCE OF 20.00 FEET;

THENCE N45°14'44" E, A DISTANCE OF 13.92 FEET;

THENCE N44°45'15" W, A DISTANCE OF 39.89 FEET;

THENCE N45°15'45" E, A DISTANCE OF 57.13 FEET;

THENCE N44°44'12" W, A DISTANCE OF 29.84 FEET TO POINT ON THE EAST LINE OF A WATER EASEMENT AS RECORDED AT 2012-0015436, YAVAPAI COUNTY OFFICIAL RECORDS;

THENCE CONTINUING ALONG SAID EAST EASEMENT LINE N45°23'51" E, A DISTANCE OF 20.00 FEET;

THENCE DEPARTING SAID EAST EASEMENT LINE S44°44'12" E, A DISTANCE OF 29.79 FEET;

THENCE N45°15'45" E, A DISTANCE OF 198.57 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 13,757.45 SQUARE FEET OR 0.32 ACRES, MORE OR LESS.

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ORDINANCE NO. 4911-1449

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A WATERLINE EASEMENT DEDICATION FROM PRESCOTT DEVELOPMENT GROUP, LLC, AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT DEDICATION.

RECITALS:

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

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the easement dedication and agrees to accept said easement from Prescott Development Group, LLC, pursuant to the terms and conditions as set forth in the Record of Survey for Water Easement Dedication "Prescott Tractor Supply" dated August 2014.

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

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA DELONG, City Clerk

JON PALADINI, City Attorney

MEETING DATE/TYPES: VOTING SESSION 10-28-14

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Approval of purchase of two (2) ea. Konica Minolta Bizhub C284E multi-function copy machines from Konica Minolta with five-year service contracts using Mohave Educational Services Cooperative (MESC) pricing in the total amount of \$11,219.12 (City Contract No. 2015-063; Various Funds)

Approved By:

Date:

Director:	Miller, Stephanie	10/21/2014
City Manager:	McConnell, Craig	10/22/2014

Item Summary

The Field and Facilities Services Department is requesting authorization to purchase two new Konica Minolta Bizhub C284E multi-function copiers. The purchase includes five-year service contracts. These units will replace the current copy machines at each of the Fleet Maintenance Facility, and at the Sundog Transfer Station where the Solid Waste and Street Maintenance Divisions are located.

Background

The copiers currently in use are antiquated, increasingly unreliable, and lack the current technology to meet workload demands. Both machines will also replace several fax machines, printers and scanners that will no longer require service or supplies, therefore reducing costs.

The Field and Facilities Services Department contacted three vendors to request bids for copiers based upon annual copy volumes of 40,000. Three bids were received as follows:

<u>Vendor</u>	<u>Location</u>	<u>Copier</u>	<u>Amount</u> (including tax)	<u>Estimated Annual</u> <u>Service Contract</u>
Konica Minolta	Prescott, AZ	2 BizHub C284E	\$ 11,219.12	\$368.04 + color copies
Ricoh	Phoenix, AZ	MPC2503	\$ 13,169.63	\$374.40 + color copies
Xerox	Prescott, AZ	WC53335PT	\$ 12,108.23	\$120.00 + \$0.0060 per B&W copy @ 40,000=\$240.00 for a total of \$360.00

AGENDA ITEM: Approval of purchase of two (2) ea. Konica Minolta Bizhub C284E multi-function copy machines from Konica Minolta with five-year service contracts using Mohave Educational Services Cooperative (MESC) pricing in the total amount of \$11,219.12 (City Contract No. 2015-063; Various Funds)

Based upon the results, award to Konica Minolta as the lowest responsive bidder is recommended. The five-year service contract for the copier includes service and all related supplies for the copier except paper.

Financial Impact

Funding of \$11,219.12 is available within the Field and Facilities Service Department FY 2015 budget.

Attachment

1. Konica Minolta Quote dated September 30, 2014.

Recommended Action: MOVE to approve the purchase of two (2) ea. Konica Minolta Bizhub C284E multi-function copy machines from Konica Minolta with five-year service contracts using Mohave Educational Services Cooperative (MESC) pricing in the total amount of \$11,219.12.

PROPOSAL FOR:

City of Prescott

9/30/2014

432 N. Virginia
Prescott, AZ 86303

Pam Risaliti 928-777-1659 pam.risaliti@prescott-az.gov

FROM:

Konica Minolta Business Solutions
Konica Minolta Business Solutions, Prescott, AZ
1024 Willow Creek Road
Prescott, AZ 86301
Steve Chunglo 928-273-6970 schunglo@kmbs.konicaminolta.us

Mohave Contract

#10i-KMBS-0127



Quote#: 140930-MESC-COPFldFac-C284e

Qty	Item Number	Item Description	List Price Each	Mohave Contract Price Each	Quantity Extended Total Price	Service and Supplies Flat Monthly BW - CPC Color
Mohave Contract Number 10i-KMBS-0127						
2	A5C2011	Base Mohave Contract price C284e	\$11,700.00	\$2,478.38	\$4,956.76	Unlimited BW Flat Rate \$30.67/mo + 0.0377 CPC Color
2	A3CEWY1	DF-701 Single Pass Dual Scan Document Feeder	\$1,802.00	\$577.89	\$1,155.78	
2	A2YVWY1	JS-506 Job Separator Tray	\$500	\$148.31	\$296.62	
2	A2XMWY2	PC-210 2-way Paper Feed Cabinet	\$1,191	\$395.23	\$790.46	
2	A4MF012	FK-511 Fax Kit	\$1,070	\$381.08	\$762.16	
2	A0PD01H	LK-101 v3 i-Option License Kit (Web Browser)	\$53	\$16.30	\$32.60	
2	A4MHWY1	UK-204 i-Option Memory Upgrade Kit	\$290	\$107.30	\$214.60	
2	A64TWY1	KP-101 10-Key Pad	\$126	\$58.00	\$116.00	
2	A0W4WY2	WT-506 Working Table	\$112	\$29.73	\$59.46	
2	A161192000	Stylus Pen for INFO-Palette Series	\$30	\$20.00	\$40.00	
2	7640014723	Innovolt Power Manager 15Amp	\$275	\$75.00	\$150.00	
2	A48Y0Y1	Unity Document Suite 1 Seat License	\$400	\$322.00	\$644.00	
2	7640006607	Unity Software Integration and/or End-User Training - One Hour - Performed by KMBS	\$200	\$200.00	\$400.00	
Mohave prices include delivery, installation, electrical hook-up, testing, operator training and initial supplies.						

MSRP \$35,497

Fixed Maintenance pricing for term of the agreement.

Mohave Discount Total Price \$9,618.44

Estimated TAX \$803.14

Estimated 1 yr Maint & Supply BW only w/ tax \$797.54

Estimated Total: \$11,219.12



MEETING DATE/TYPES: VOTING SESSION 10-28-14

DEPARTMENT: City Clerk

AGENDA ITEM: Public Hearing and consideration of a Series 07, Beer & Wine Bar liquor license application from Lynn Van Der Heyden, applicant for the Elks' Theatre & Performing Arts Center, located at 117 East Gurley Street

Approved By:		Date:
City Clerk:	DeLong, Dana	10/17/2014
City Manager:	McConnell, Craig	10/20/2014

Item Summary

Lynn Van Der Heyden has applied for a new Series 07 liquor license for the Elks' Theatre & Performing Arts Center. The Series 07 license was transferred from Trader Joe's Company.

Background

A Liquor License Application, City No.15-248, State No. 07137003, has been received from Lynn Van Der Heyden, applicant for the Elks' Theatre & Performing Arts Center, located at 117 East Gurley for a Series 07 Restaurant license. The application was properly posted for the State-mandated 20-day period. No petitions or protests have been received during this period. The application cleared Planning and Zoning and the City of Prescott Police Department. The applicant has been requested to attend the Council meeting to answer any questions Council may have.

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

Public Hearing and Action Procedure

The City Council's recommendation of approval, disapproval or no recommendation will be forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration. If the City Council recommendation is for approval, no hearing is required unless the Director of the Department, the State liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If no

hearing is requested, the Director may approve the license. If the City Council recommendation is for disapproval of an application, a statement of the specific reasons along with a summary of the testimony or other evidence supporting the recommendation for disapproval is required to be attached to the order of disapproval and submitted to the Director, after which a public hearing will be held.

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

Financial Impact

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

Recommended Action: (1) **MOVE** to close the Public Hearing: and (2) **MOVE** to approve/deny Liquor License Application No. 07137003, for a Series 07, Beer & Wine Bar license for the Elks' Theatre & Performing Arts Center located at 117 East Gurley Street.

MEETING DATE/TYPES: VOTING SESSION 10-28-14

DEPARTMENT: Recreation Services

AGENDA ITEM: Presentation/update regarding the special event application and approval process

Approved By:		Date:
Director:	Baynes, Joe	10/15/2014
City Manager:	McConnell, Craig	10/20/2014

Item Summary

This presentation will provide an update on the special event application process and some recommended changes there to. Information will include:

- The current process, from application to permit
- Special event liquor licenses
- Feedback received from stakeholder meetings
- Proposed process adjustments

Recommended Action: Presentation for Council information and discussion. No formal action to be taken.

MEETING DATE/TYPES: VOTING SESSION 10-28-14

DEPARTMENT: Public Works

AGENDA ITEM: Approval of purchase of Accessible Pedestrian Signal (APS) equipment from JTB Supply Company, in an amount not to exceed \$16,981.44 to retrofit six (6) traffic signal locations on Willow Creek Road for visually impaired pedestrians

Approved By:		Date:
Director:	Hash, Henry	10/22/2014
City Manager:	McConnell, Craig	10/23/2014

Item Summary

This item will authorize the purchase of thirty-two (32) each accessible pedestrian signal (APS) pushbuttons from JTB Supply Company. As the initial phase of a retrofit of all City signalized intersections with pedestrian crossings, these pushbuttons will be installed at the (6) intersections on Willow Creek Road beginning at Montana Drive and extending north to Dan Carroll/Heritage Park, to enhance access for visually impaired users of the existing pedestrian crossings. These pushbuttons are a direct retrofit onto our signal poles and will be installed by Public Works crews.

Background

Public Works has been approached by Embry-Riddle Aeronautical University (ERAU) on behalf of a visually impaired student, requesting that APS systems be installed along the aforementioned segment of Willow Creek Road. The request has the support of the College's Disability Support Services and Chancellor's Office. Continuation of the City-wide retrofit program will be done through future annual budgets.

Engineering Considerations

Guidance for the installation of APS systems is contained within the Manual on Uniform Traffic Control Devices (MUTCD), including recommendations that APS systems be considered based on requests for accessible pedestrian signals, potential demand, and complexity of the intersections and phasing. This segment of Willow Creek Road, with several T-intersections, overlapping right turn arrows, and heavy turn movements, meets these criteria. With the recent request, proximity to ERAU, and location within a commercial corridor, this six (6) signal system is recommended for an APS pushbutton retrofit.

Agenda Item: Approval of purchase of Accessible Pedestrian Signal (APS) equipment from JTB Supply Company, in an amount not to exceed \$16,981.44 to retrofit six (6) traffic signal locations on Willow Creek Road for visually impaired pedestrians

System Operation

The APS system will retrofit two new vibrotactile pushbuttons at each existing crossing location. These devices have directional crossings arrows and emit an audible locator tone (beep) to aide visually impaired users in locating the pushbutton on approach from an adjacent sidewalk. Once pushed, the button provides a pedestrian call and other audible messages to indicate when to wait and when to walk. The system is customizable to each intersection to provide specific crossing information, including street names. The locator tone (beep) and audible message volumes automatically adjust to ambient noise, and can be quieted by time of day.

Bid Results

Two bids were received from the following companies, which are distributors for the two major APS pushbutton manufacturers, Campbell and Polara.

JTB Supply Company	Orange, California	\$15,680.00
	Tax	<u>1,301.44</u>
	Total	\$16,981.44
Advanced Traffic Products	Everett, Washington	\$19,240.00
	Tax	<u>1,596.92</u>
	Total	\$20,836.92

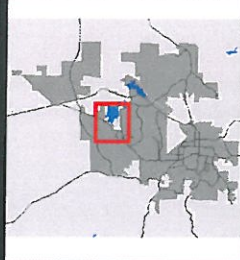
Financial Impact

The total cost of the APS signal equipment and materials will not exceed \$16,981.44 in this fiscal year. Funding for this procurement is available in the One-Cent Streets and Open Space Fund.

Attachments

1. Location Map
2. JTB Quote
3. Advanced Traffic Products Quote

Recommended Action: MOVE to approve the purchase of Accessible Pedestrian Signal (APS) equipment from JTB Supply Company to retrofit six (6) traffic signal locations on Willow Creek Road, in an amount not to exceed \$16,981.44.



This map is a product of
The City of Prescott



0' 1" = 1180'

EXHIBIT A

TS # 1 WILLOW CREEK
ROAD @ DAN CARROLL
& HERITAGE PARK

TS # 2 WILLOW CREEK
ROAD @ PRESCOTT HONDA

TS # 4 WILLOW CREEK
ROAD @ SANDRETTO

TS # 3 WILLOW CREEK
ROAD @ COMMERCE

TS # 6 WILLOW CREEK
ROAD @ MONTANA

TS # 5 WILLOW CREEK
ROAD @ WILLOW LAKE





Quotation

To: Ken Sarvis
Quote: 140908-12
From: Randy Ristow
Project: City of Prescott

JTB Supply is pleased to quote on the following equipment:

Qty	Item	Description	Each	Extend
32		AGPS 400A Audible Push Button	\$ 490.00	\$ 15,680.00
Total: \$ 15,680.00			Sales Tax	<u>1,301.44</u>
			Total	\$16,981.44

Delivery: Net 5 Weeks ARO

Terms: Net 30 pending credit verification. MC, VISA, AMEX.

Quote valid for 30 Days.

Freight: Included

Sales tax is not included

Sincerely,
JTB Supply Co., Inc.

Randy Ristow
Regional Sales Manager
Cell 928.713.5626
Fax 928.443.7679
randyjtb supplyco@cableone.net



Qty	Model No.	Description	Unit Price	Price
32	EN49UN0-X	9x12 R10-3B Reflective Info Sign, No Braille, No Spec. Voice Message	\$346.50	\$11,088.00
32	PHCU4W	Ped Head Control Unit	\$219.75	\$7,032.00
32	850-288-25	25' interconnect Cable	\$35.00	\$1,120.00
		12' interconnect cable also available at \$15.50 each		
			TOTAL	\$19,240.00

1122 Industry Street Suite A - Everett, WA 98203 - 425.347.6208

www.advancedtraffic.com



COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 10-28-2014

DEPARTMENT: Public Works

AGENDA ITEM: Ratification of City Contract No. 2015-056 with Ripple Industries, LLC, for emergency SCADA services in an amount not to exceed \$22,250.00 (Wastewater Fund)

Approved By:

Date:

Director:	Hash, Henry	10/23/2014
City Manager:	McConnell, Craig	10/23/2014

Item Summary

The Public Works Department, Utilities Division is requesting Council ratification of City Contract No. 2015-056 with Ripple Industries, LLC, which provides automation and controls services for mechanical and electrical equipment.

Background

The Sundog Wastewater Treatment Plant (WWTP) currently has two independently operating Supervisory Control and Data Acquisition (SCADA) systems. The Steeplechase version was installed during the 1990 expansion project and operates off a Microsoft Windows NT based operating system. Ninety percent of the wastewater process is monitored through this system. The software and computer operating system is obsolete and not maintainable. In the event of failure, alarm reporting (equipment and fire) and “call-out” capabilities are lost, which could cause regulatory infractions, potential health/safety issues, and require 24/7 staffing.

The SCADA System program unknowingly shut down and failed to communicate with Win-911 software several times in the past month. These failures prevented a priority alarm from dialing the after-hours plant operator. Alarm reporting must be uninterrupted to avoid a catastrophic failure of plant equipment and shutdown of the treatment plant. Failure to replace the computer prior to crashing would require regeneration of lost data, and the repair cost would be significantly higher (estimated at five times higher by an integration and controls expert).

Agenda Item: Ratification of City Contract No. 2015-056 with Ripple Industries, LLC, for emergency SCADA services in an amount not to exceed \$22,250.00 (Wastewater Fund)

Three estimates for the SCADA emergency work were received. The low bidder visited the site and thoroughly familiarized themselves with the work. Because time was of the essence to obtain these services, the contract could not be brought to Council in advance. Pursuant to City Code, 1-27-10, Emergency Procurements, it is now being submitted for ratification.

Ripple Industries has ordered necessary materials and has begun the system conversion. They are scheduled to be onsite again during the week of October 27, 2014, to extract data from the legacy SCADA system and develop screen graphics. Completion of the work is anticipated in November 2014.

Attachments

1. Contract No. 2015-056
2. Ripple Industries, LLC, Estimate

Recommended Action: MOVE to ratify City Contract No. 2015-056



GENERAL SERVICES CONTRACT
Emergency SCADA Services Project

City Contract No. 2015-056

THIS AGREEMENT, made and entered into this 24 day of September 2014, by and between Ripple Industries, LLC of the City of Mesa, County of Maricopa, State of Arizona, hereinafter designated "Contractor", and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "City".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Emergency SCADA Services Project, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The contractors estimate #1171 is accepted and is made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The term of the contract shall be for a period of three (3) month.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of nineteen thousand, eight hundred, sixty five dollars and no cents (\$ 19,865.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is

in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

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

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X- OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the

project documents, the question and answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractors control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Director	Ripple Industries, LLC
City of Prescott	9221 E. Baseline Rd. #109-234
433 N. Virginia St.	Mesa, AZ 85209
Prescott, AZ 86301	
- D. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- E. This Agreement shall be construed under the laws of the State of Arizona.
- F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- G. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- H. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising

out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

- I. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- J. **INSURANCE:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. .

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The

certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Public Works Director at 433 N. Virginia St, Prescott, AZ 86301. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Insurance Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000
- Personal and Advertising Injury \$ 1,000,000
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
Each Accident -	\$1,000,000
Disease – each employee -	\$1,000,000
Disease – policy limit -	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of

Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Contractor shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

K. Contractor Immigration Warranty

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”.

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”).

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

- L. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- M. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is

exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

Witness, if Contractor is an Individual

Ripple Industries, LLC

By: _____

Title: _____

City of Prescott, a municipal corporation

Marlin D. Kuykendall, Mayor

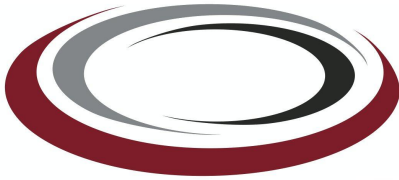
Attest:

Approved as to Form:

Dana R. DeLong, City Clerk

Jon M. Paladini, City Attorney

Ripple Industries, LLC



Ripple Industries, LLC
9221 E Baseline Rd #109-234
Mesa, AZ 85209

(480)442-8199
messick.robert@rippleind.com

Estimate

Date	Estimate No.
10/21/2013	1171
Exp. Date	12/21/2014

Address

Scott J Gregorio
City of Prescott
1505 Sundog Ranch Road
Prescott, AZ 86301 USA

Activity	Quantity	Rate	Amount
- Installation of 1756 ControlLogix rack, Power Supply, Remote IO scanner and Ethernet Module - Provision of PLC programming services to replace the current functionality of Steeple Chase PC based control system - Integration of Data from old Steeple Chase system into new Vijeo Citect HMI and Win 911 emergency callout software - On site training for the new system - Operator training on Citect/Allen Bradley system - Five days on-site for startup, commissioning and operator training - All relevant drawings, schematics, as-builts, diagrams, manuals, back-up programming and supporting documentation - Prices are dependent upon continued functionality of the existing system which contains relevant information that would be very extensive to replace; - The City to provide all necessary Citect licensing with adequate tag counts	1	19,865.00	19,865.00
Total			\$19,865.00

Ripple Industries appreciates the opportunity of doing business with you. This estimate is valid for 4 months from the date of issuance. If you have any questions regarding information provided herein, please contact your Ripple Industries accounts manager.

Accepted By

Accepted Date

MEETING DATE/TYPES: VOTING SESSION 10-28-14

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2015-057 for Zone 101 Waterworks Materials to Ferguson Waterworks in an amount not to exceed \$87,469.60

Approved By:		Date:
Director:	Hash, Henry	10/15/2014
City Manager:	McConnell, Craig	10/21/2014

Item Summary

City Contract No. 2008-164 is a Pre-Annexation Development Agreement (“DA”) which is recorded in the Official Records of Yavapai County in Book 4574, Page 221. The DA is an agreement between the City of Prescott (“City”) and Granite Dells Estates Properties, Inc., and Granite Dells Estates Properties II, Inc. (collectively “GDEP” and “Owner”). Section 5.02.06 of the DA states, “City shall be responsible to pay Owner for the cost to install any onsite water transmission facilities which are up-sized, at the request of the City, beyond that which is necessary for Owner’s development needs.”

Background

Hydraulic modeling has established the development of the Owner’s property requires the installation of a twelve (12) inch water transmission main within City Pressure Zone 101. The twelve (12) inch transmission main, approximately 2,860 lineal feet in length, will commence at the Zone 101 Booster Station and terminate at the northern Granite Dells Estates property boundary generally along the Granite Dells Parkway alignment. A vicinity map has been enclosed that depicts the limits of the water transmission main (Exhibit 2).

The hydraulic modeling further identified that adjacent properties (owned by others) will place additional demand on the City’s water system, necessitating a sixteen (16) inch water transmission main within City pressure Zone 101. The sixteen (16) inch transmission main will replace the aforementioned twelve (12) inch transmission main.

Financial Impact

1. The City has requested that the water transmission main be upsized beyond that which is necessary for Owner’s development needs. To facilitate the City’s cost participation in accordance with Arizona Revised Statutes and the Prescott City Code,

the following process, summarized in Exhibit 1, was employed. The City publicly bid the piping materials (pipe, valves, joint restraint, and miscellaneous appurtenances) necessary for both the twelve (12) inch base size to meet the Owner's needs and the sixteen (16) inch size increased to meet the City's needs. This differential pipe cost is added to the differential installation costs to determine an "overall up-size cost". Exhibit 3, (attached) is the bid tabulation for this procurement.

2. The City and the Owner have agreed to the following differential installation costs associated with installation of the pipe.
 - a. The cost differential for the larger trench excavation is \$5,346.00. This value is based on the larger (width and depth) trench necessary to install the difference between the twelve (12) and sixteen (16) inch pipe.
 - b. The cost differential for the increased backfill material (bedding / shading) for the larger trench excavation is \$2,782.50. This value is based on the increased backfill material necessary to install the difference between the twelve (12) and sixteen (16) inch pipe.
 - c. A cost related to the overhead, profit, tax, and bond requirements associated with the differential installation costs has been calculated based on industry standards and Internal Revenue Service requirements at a percentage shown in the attached differential costs analysis.
3. The City will utilize the publicly bid piping material procurement to purchase sixteen (16) inch pipe only in the amount of the increment of increased cost. Upon Council approval of award, the City will issue a purchase order for the pipe to be delivered to the Owner's property for installation. No other consideration for the total upsized costs will be considered by the City. The Owner will be responsible for all other installation costs including but not limited to labor, equipment, testing, permitting, and inspection.

Attachments

1. Exhibit 1 Zone 101 Differential Cost Waterline Analysis
2. Exhibit 2 Zone 101 Vicinity Map
3. Exhibit 3 Zone 101 Bid Tabulation

Recommended Action: MOVE to award City Contract No. 2015-057 for Zone 101 Waterworks Materials to Ferguson Waterworks in an amount not to exceed \$87,469.60.

Exhibit 1

Zone 101 Differential Costs Waterline Analysis

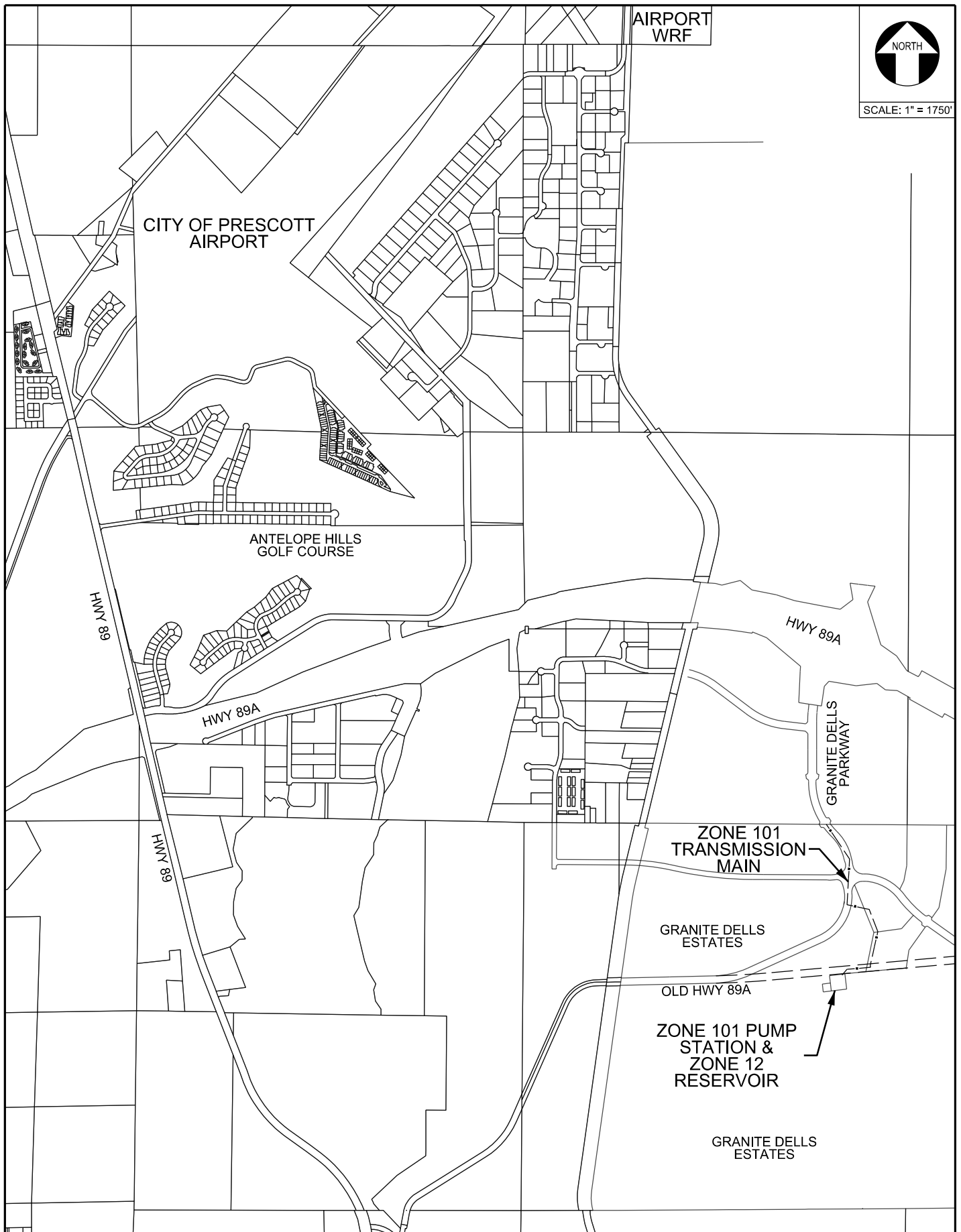
Cost differential to furnish and install a 12" waterline, valves and fittings versus a 16" waterline, valves and fittings

1.	Cost differential to furnish pipe, valves, and fittings	
	To be determined based on City procurement	\$63,281.49
2.a.	Cost differential for trench excavation and backfill	
	• $(2860' \times 5.83' \times 3') = 50,021 \text{ ft}^3 = 1,853 \text{ yd}^3$ ○ Based on 4' bury depth + pipe diameter + 0.5' bedding • $(2860' \times 5.5' \times 2.5') = 39,325 \text{ ft}^3 = 1,456 \text{ yd}^3$ ○ Based on 4' bury depth + pipe diameter + 0.5' bedding • Difference = 397 yd³ • 397 yd³ x \$13.50 / yd³	\$5,346.00
2.b.	Cost differential for additional shading and bedding	
	• $[(3' \times 2,860' \times 2.83') - (\pi \times 0.67'^2)] = 20,248 \text{ ft}^3 = 750 \text{ yd}^3$ ○ Based on 36" wide trench and 34" deep bedding • $[(2.5' \times 2,860' \times 2.5') - (\pi \times 0.5'^2)] = 15,629 \text{ ft}^3 = 579 \text{ yd}^3$ ○ Based on 30" wide trench and 30" deep bedding • Difference = 171 yd³ @ 1 yd³ = 1.6 tons = 274 tons • 274 tons @ \$10.5/ton	\$2,782.50
	Subtotal	\$ 71,409.99
2.c.		
	• O, H & P \$ ○ (15%)	\$ 10,711.50
	• Taxes ○ (65% of 8.35%)	\$ 4,457.14
	• Bond ○ (1%)	\$ 865.79
3.	Total Upsize Cost	\$ 87,444.42
	At \$35.27/ lineal foot = 2,479.3 lineal feet	
	Round to 2,480 lineal feet =	<u>\$87,469.60</u>

EXHIBIT 2



SCALE: 1" = 1750'



ZONE 101 TRANSMISSION MAIN
UPSIZING

ZONE 101
TRANSMISSION MAIN
UPSIZING
VICINITY MAP

DATE	MARCH 2014
PROJECT NUMBER	274-09
DRAWING NUMBER	FIGURE 1-1
Page - 1	

Zone 101 - Water Works Supplies

				Arizona Waterworks		Farnsworth		Ferguson Waterworks		HD Supply	
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
	Price Sheet for 12"										
1	12-inch Waterline PVC C-900, Slip Joint	2,687	LF	\$ 18.52	\$ 49,761.00	\$ 19.5160	\$ 52,439.49	\$ 19.00	\$ 51,053.00	\$ 18.64	\$ 50,085.68
2	12-inch MJ Mechanical Restraint w/acc Kit	71	EA	\$ 85.79	\$ 6,091.09	\$ 91.8500	\$ 6,521.35	\$ 85.00	\$ 6,035.00	\$ 84.96	\$ 6,032.16
3	12-inch Bell Joint Restraining Clamp	14	EA	\$ 129.44	\$ 1,812.16	\$ 111.1000	\$ 1,555.40	\$ 105.00	\$ 1,470.00	\$ 116.65	\$ 1,633.10
4	12-inch MJ 90° Bend	1	EA	\$ 174.94	\$ 174.94	\$ 197.4500	\$ 197.45	\$ 183.00	\$ 183.00	\$ 193.16	\$ 193.16
5	12-inch MJ 45° Bend	2	EA	\$ 144.73	\$ 289.46	\$ 163.3500	\$ 326.70	\$ 151.00	\$ 302.00	\$ 159.80	\$ 319.60
6	12-inch MJ 22.5° Bend	5	EA	\$ 126.70	\$ 633.50	\$ 143.0000	\$ 715.00	\$ 132.00	\$ 660.00	\$ 139.89	\$ 699.45
7	12-inch MJ 11.25° Bend	14	EA	\$ 127.57	\$ 1,785.98	\$ 134.2000	\$ 1,878.80	\$ 124.00	\$ 1,736.00	\$ 131.28	\$ 1,837.92
8	12-inch Resilient Wedge Gate Valve MJ X MJ, w / Tyler Box & Cover or equal	1	EA	\$ 1,465.66	\$ 1,465.66	\$ 1,464.3000	\$ 1,464.30	\$ 1,522.00	\$ 1,522.00	\$ 1,534.16	\$ 1,534.16
9	12-inch Resilient Wedge Gate Valve FL X MJ, w / Tyler Box & Cover or equal	12	EA	\$ 1,401.11	\$ 16,813.32	\$ 1,399.7330	\$ 16,796.80	\$ 1,460.00	\$ 17,520.00	\$ 1,466.19	\$ 17,594.28
10	12-inch FL Tee	1	EA	\$ 534.58	\$ 534.58	\$ 603.3500	\$ 603.35	\$ 558.00	\$ 558.00	\$ 590.24	\$ 590.24
11	12-inch MJ X FL Tee	1	EA	\$ 346.40	\$ 346.40	\$ 391.0500	\$ 391.05	\$ 366.00	\$ 366.00	\$ 382.55	\$ 382.55
12	12-inch FL Tee	3	EA	\$ 534.58	\$ 1,603.74	\$ 603.3500	\$ 1,810.05	\$ 558.00	\$ 1,674.00	\$ 590.24	\$ 1,770.72
13	12-inch X 6-inch MJ X FL Tee	1	EA	\$ 217.83	\$ 217.83	\$ 245.8500	\$ 245.85	\$ 231.00	\$ 231.00	\$ 240.51	\$ 240.51
14	12-inch FL Cross	1	EA	\$ 663.72	\$ 663.72	\$ 749.1000	\$ 749.10	\$ 385.00	\$ 385.00	\$ 732.82	\$ 732.82
15	12-inch MJ Solid Sleeve	1	EA	\$ 133.52	\$ 133.52	\$ 150.7000	\$ 150.70	\$ 142.00	\$ 142.00	\$ 147.42	\$ 147.42
	Total for 12"				\$ 82,326.90		\$ 85,845.39		\$ 83,837.00		\$ 83,793.77
	Price Sheet for 16"			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	16-inch Waterline DIP CI-350, Slip Joint	2,687	LF	\$ -	\$ -	\$ 37.6740	\$ 101,230.04	\$ 35.27	\$ 94,770.49	\$ 35.98	\$ 96,678.26
2	16-inch MJ Mechanical Restraint w/acc Kit	71	EA	\$ -	\$ -	\$ 144.1000	\$ 10,231.10	\$ 133.00	\$ 9,443.00	\$ 133.22	\$ 9,458.62
3	16-inch Boltless Restraining Gasket (i.e., field lok,gripper)	16	EA	\$ -	\$ -	\$ 267.2330	\$ 4,275.73	\$ 212.00	\$ 3,392.00	\$ 261.42	\$ 4,182.72
4	16-inch MJ 90° Bend	1	EA	\$ -	\$ -	\$ 448.8000	\$ 448.80	\$ 415.00	\$ 415.00	\$ 439.04	\$ 439.04
5	16-inch MJ 45° Bend	2	EA	\$ -	\$ -	\$ 320.6500	\$ 641.30	\$ 297.00	\$ 594.00	\$ 313.68	\$ 627.36
6	16-inch MJ 22.5° Bend	5	EA	\$ -	\$ -	\$ 307.4500	\$ 1,537.25	\$ 284.00	\$ 1,420.00	\$ 295.34	\$ 1,476.70
7	16-inch MJ 11.25° Bend	14	EA	\$ -	\$ -	\$ 325.0500	\$ 4,550.70	\$ 300.00	\$ 4,200.00	\$ 317.99	\$ 4,451.86
8	16-inch AWWA Class 250B Butterfly Valve MJ X MJ, w / Tyler Box & Cover or equal,	1	EA	\$ -	\$ -	\$ 2,500.0000	\$ 2,500.00	\$ 2,066.00	\$ 2,066.00	\$ 2,474.43	\$ 2,474.43
9	16-inch AWWA Class 250B Butterfly Valve FL X MJ, w / Tyler Box & Cover or equal,	12	EA	\$ -	\$ -	\$ 2,625.0000	\$ 31,500.00	\$ 2,066.00	\$ 24,792.00	\$ 2,591.21	\$ 31,094.52
10	16-inch FL Tee	1	EA	\$ -	\$ -	\$ 953.7000	\$ 953.70	\$ 881.00	\$ 881.00	\$ 932.97	\$ 932.97
11	16-inch X 12-inch MJ X FL Tee	1	EA	\$ -	\$ -	\$ 670.4500	\$ 670.45	\$ 620.00	\$ 620.00	\$ 655.98	\$ 655.98
12	16-inch X 12-inch FL Tee	3	EA	\$ -	\$ -	\$ 935.0000	\$ 2,805.00	\$ 864.00	\$ 2,592.00	\$ 914.67	\$ 2,744.01
13	16-inch X 6-inch MJ X FL Tee	1	EA	\$ -	\$ -	\$ 449.9000	\$ 449.90	\$ 416.00	\$ 416.00	\$ 440.12	\$ 440.12
14	16-inch FL Cross	1	EA	\$ -	\$ -	\$ 1,332.1000	\$ 1,332.10	\$ 1,053.00	\$ 1,053.00	\$ 1,303.14	\$ 1,303.14
15	16-inch X 12-inch FL Reducer	1	EA	\$ -	\$ -	\$ 514.8000	\$ 514.80	\$ 197.00	\$ 197.00	\$ 503.61	\$ 503.61
16	16-inch MJ Solid Sleeve	1	EA	\$ -	\$ -	\$ 288.7500	\$ 288.75	\$ 267.00	\$ 267.00	\$ 282.48	\$ 282.48
	Total for 16"				\$ -		\$ 163,929.62		\$ 147,118.49		\$ 157,745.82
Cost differential between 12" & 16"					\$ 82,326.90		\$ 78,084.23		\$ 63,281.49		\$ 73,952.05
Sales Tax Rate:				8.1	%	7.8	%	0	%	8.35	%
Delivery Lead Time Upon Receipt of Order:				21	Days	28	Days	3 to 31	Days	21	Days
Highlighted means error in calculation											