



AGENDA

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
Tuesday, October 14, 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** Reverend Darrin Merlino
Sacred Heart Church
- ◆ **PLEDGE OF ALLEGIANCE** Councilwoman Wilcox
- ◆ **ROLL CALL**

MAYOR AND CITY COUNCIL

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

◆ **ANNOUNCEMENTS**

I. CONSENT AGENDA

CONSENT ITEMS I.A. – I.I. 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 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
- 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)
- G. Approval of: (1) acceptance of a 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)

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

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

RECOMMENDED ACTION: (1) MOVE to close the Public Hearing: and (2) MOVE to approve/deny Liquor License Application No. 12133599, for a Series 12, Restaurant license for Prescott Station Restaurant located at 200 East Gurley Street.

- 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 ADSP014-063237 pricing in the total amount of \$167,636.72 (Vehicle Replacement Fund)

RECOMMENDED ACTION: MOVE 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.

- 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)

RECOMMENDED ACTION: MOVE 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).

- 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)

RECOMMENDED ACTION: MOVE 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).

- 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 pm, November 18, 2014; and release of the Public Report

RECOMMENDED ACTION: MOVE to: (1) adopt the Notice of Intention to adjust rates, fees and service charges; (2) set a public hearing for 3:00 pm, November 18, 2014; and (3) release the Public Report.

- 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)

RECOMMENDED ACTION: MOVE 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.

- 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)

ORDINANCE NO. 4912-1450 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED AT WILD ROSE MEADOW AND MORNING GLOW WAY, FROM SINGLE-FAMILY 12 (SF-12) ZONING DISTRICT TO MULTIFAMILY MEDIUM (MF-M) ZONING DISTRICT.

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4912-1450.

- 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: Bullwhacker Associates)

RECOMMENDED ACTION: MOVE to approve RP14-003, a revision of The Ranch Unit VIII.

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 10-14-14

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of minutes for the City Council meetings held on September 9, 2014, and September 23, 2014

Approved By:

Date:

City Clerk: DeLong, Dana	10/07/2014
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Item Summary

Attached for approval are the City Council minutes of the Special Meeting held on September 9, 2014; Regular Voting Meeting held on September 9, 2014; and the Regular Voting Meeting held on September 23, 2014.

Attachments

1. September 9, 2014 Special Meeting Minutes
2. September 9, 2014 Regular Voting Meeting Minutes
3. September 23, 2014 Regular Voting Meeting Minutes

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

PRESCOTT CITY COUNCIL
SPECIAL MEETING
TUESDAY, SEPTEMBER 9, 2014
PRESCOTT, ARIZONA

MINUTES OF THE SPECIAL MEETING OF THE PRESCOTT CITY COUNCIL HELD ON SEPTEMBER 9, 2014, in the LOWER LEVEL CONFERENCE ROOM located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 1:30 P.M.

◆ **ROLL CALL**

Present:

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

Staff

Craig McConnell, City Manager
Jon Paladini, City Attorney
Dana DeLong, City Clerk
Alison Zelms, Deputy City Manager
Mark Woodfill, Finance Director
Matt Podracky, Assistant City Attorney
Linda Ripley, Legal Administrator
Henry Hash, Public Works Director, departed at 2:01 pm
Joel Berman, Utilities Manager, departed at 2:01 pm
Mary Jacobsen, Human Resources Director, arrived at 2:02 pm

CALL TO ENTER INTO EXECUTIVE SESSION

Upon a public majority vote of the members constituting a quorum, the Council may hold an executive session that is not open to the public for the purposes set forth below. When the executive session ends, Council may adjourn or return to open session.

MAYOR POR TEM LAMERSON MOVED TO RECESS INTO EXECUTIVE SESSION; SECONDED BY COUNCILMAN LAZZELL PASSED UNANIMOUSLY.

The Prescott City Council recessed into Executive Session at 1:30 P.M.

EXECUTIVE SESSION

I. LEGAL MATTERS

- A. The City Council will meet with the City Attorney for legal advice, discussion and consultation regarding its position in pending or contemplated litigation, including settlement discussions conducted in order to avoid or resolve litigation. A.R.S. §38-431.03(A)(3)and(4):

- 1) Hall adv. City of Prescott
- 2) Vicente adv. City of Prescott

- B. The executive session adjourned at 2:18 P.M.

II. ADJOURNMENT

There being no further matters to come before the Special Meeting, the meeting was adjourned at 2:18 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 Special Meeting of the City Council of the City of Prescott, Arizona held on the 9th day of September, 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

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, SEPTEMBER 9, 2014
PRESCOTT, ARIZONA

MINUTES OF THE REGULAR VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON SEPTEMBER 9, 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 given.

◆ **INVOCATION**

Rabbi Adele Plotkin gave the invocation.

◆ **PLEDGE OF ALLEGIANCE** by Councilman Blair

◆ **ROLL CALL:**

Present:

Absent:

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

None

◆ **ANNOUNCEMENTS**

No announcements were made.

◆ **PROCLAMATION**

A. Proclaiming September 20, 2013 as Prescott Thank a Police Office Day

Councilwoman Wilcox read the proclamation and presented it to Andrew Reinhardt, Deputy Chief of Police, and Erica Meza, the wife of Prescott Police Officer Meza. Ms. Meza was working on a project called Wives behind the Badge.

◆ **PRESENTATIONS**

- A. History book of Prescott Fire Department, presented by Conrad Jackson

Dennis Light, Fire Chief addressed the Council. He introduced Prescott Firefighter, Conrad Jackson, who wrote a book entitled, Prescott Fire Department. Mr. Jackson noted that the book covered the history of the Prescott Fire Department from its establishment with Morris Goldwater, through current events. He presented a book to each of the Council members.

I. CONSENT AGENDA

- A. Adoption of Resolution No. 4252-1461 approving an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for the provision and use of Arizona Traffic and Criminal Software (City Contract No. 2015-035)
- B. Approval of purchase of Centennial Center roof coating services from Badger Roofing in the amount of \$12,743.02 (City Contract No. 2015-031: Facilities Maintenance Fund)
- C. Approval of Base Hospital/Provider Agreement with Yavapai Regional Medical Center (City contract NO. 2015-042)

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

II. REGULAR AGENDA

- A. Approval of a professional services agreement with Segal Waters Consulting to complete a classification and compensation study in an amount not to exceed \$80,000.00 (City Contract No. 2015-027; Various Funds)

Mary Jacobsen, Human Resources Director, presented. She noted that the study was in the FY15 budget. She presented an overview of the study, including: reasons, methodology, time-frame and the presumed outcomes and recommendations. She showed a PowerPoint presentation which included:

- **WHY THE CITY NEEDS A CLASSIFICATION AND COMPENSATION STUDY**

The City's core business is to provide public services and amenities and personnel are the most important resource necessary to provide the quality services City residents want to see continued.

Mayor Pro Tem Lamerson asked if there was an evaluation on what it cost taxpayers to train certain classifications of personnel. Ms. Jacobsen said no. Statistically, 40 percent of an employee's wage went to training.

- CLASSIFICATION – COMPENSATION – BENCHMARKS
- WHAT THE CITY CAN EXPECT

Councilman Arnold said he expected the study to give the City a roadmap of where they needed to go. He did not want anyone to think they would receive a raise immediately.

- PROJECT TIMELINE
- PHASE 1: PROJECT INITIATION, EMPLOYEE FOCUS GROUPS, AND CONFIRMATION OF THE CITY'S COMPENSATION PHILOSOPHY

Mayor Kuykendall said the ICMA study looked at performance, but not wages. He asked if the scope of the classification and compensation study should be expanded to include performance.

Mayor Pro Tem Lamerson talked about public safety employees, and said he was concerned with the personnel who were subjected to various dangers.

Craig McConnell, City Manager, said the classification and compensation study would address all 500 City of Prescott employees. He said the question would be whether their position description adequately described the nature of the work they did.

Ms. Jacobsen continued.

- PHASE 2: TOTAL COMPENSATION MARKET ANALYSIS
- PHASE 3: DEVELOP RECOMMENDATIONS
- PHASE 4: PREPARE FINAL REPORT AND PRESENT RESULTS
- APPROACH
- OUTCOMES
- SEGAL WATERS
- PUBLIC SECTOR EXPERIENCE IN ARIZONA

Councilman Lazzell asked why the study could not be done in house. Ms. Jacobsen said the Human Resources (HR) personnel are generalists. They do not have the expertise to do a full study like this, but the Human Resources Department would be able to maintain the study.

Mr. McConnell said experience had shown that it was better to have an independent third party do a study like this to make sure it was totally objective and independent, and that there were no agendas.

Councilman Lazzell asked how much support staff would be required to give the consulting firm. Ms. Jacobsen noted that staff would do about 30 percent of the work. Councilman Arnold said he concurred with the study being done by a third party. The City needed to come up with a plan on how to compensate employees. He asked that the current policy get circulated to the Council.

Councilman Kuknyo said he hoped the department directors would be included, and look at the deeper cultural issues and educational opportunities. Ms. Jacobsen said the department heads would be involved with the job descriptions.

Mayor Kuykendall asked when the Council would be able to look at the results. Ms. Jacobsen thought early March 2015. Mayor Kuykendall asked if Council would be using the information for the budget discussions.

Councilman Arnold said it was important for the consulting group to come before Council to explain their process and their findings.

COUNCILWOMAN WILCOX MOVED TO APPROVE CITY CONTRACT NO. 2015-027; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

B. Adoption of 2012 International Building, Fire, and Wildland-Urban Interface codes and local Amendments

Randy Pluimer, Chief Building Official and Don Devendorf, Fire Marshal, presented. In 2012, the City and other local jurisdictions commenced review and adoption of the 2012 International Building, Fire, and Wildland-Urban Interface Codes. Mr. Pluimer noted that the process had been in the works for more than two years, with more than 20 public hearings. The ordinances and resolutions were taken to the Advisory Appeals Board and the Uniform Development Committee, all gave unanimous support to move forward. This item was being introduced for Council discussion and adoption of resolutions declaring the ordinances containing the code changes as 'public records', simplifying the adoption of those ordinances at the September 23, 2014, Regular Voting Meeting. All of the pertinent documents were on the City website. By adopting the new codes, the ISO ratings should be lowered.

Councilman Blair asked Mr. Pluimer to explain the ISO ratings. Mr. Pluimer responded that the ISO ratings were the ratings the insurance companies used to determine their fees. He noted that the City of Prescott was rated 2 for residential and 3 for commercial. The most recent audit moved the ratings to a 9 for each, with 10 being the worst. By adopting the codes, the ratings should move to between a 3 and 4.

Jon Paladini, City Attorney, said Council could make one motion for all of the resolutions as long as the resolution numbers were read. He noted that the ordinances would have to be approved separately.

COUNCILMAN ARNOLD MOVED TO APPROVE RESOLUTIONS LISTED ON THE AGENDA AS 1-10; SECONDED BY MAYOR PRO TEM LAMERSON; PASSED UNANIMOUSLY

Jon Paladini noted that Council approved resolutions 1 – 10, with the respective resolution numbers that follow:

Resolution No. 4243-1452
Resolution No. 4244-1453
Resolution No. 4245-1454
Resolution No. 4246-1455
Resolution No. 4247-1456
Resolution No. 4248-1457
Resolution No. 4249-1458
Resolution No. 4250-1459
Resolution No. 4253-1462
Resolution No. 4254-1463

C. Adoption of Resolution No. 4251-1460, approving a Procedural Pre-Annexation Agreement (City Contract No. 2015-034); adoption of Ordinance No. 4908-1446, annexing 37.35 acres of residentially zoned land, comprised of 5 existing lots in Senator Heights Subdivision, and establishing the zoning as Single-Family 35 (SF-35); and approval of Water Service Agreement WSA 14-005 (City Contract No. 2015-040) [ANX 14-001, Owners/Applicants are Bud Beshers of Stone Creek Investments, LLC, and the Candoli Trust]

ORDINANCE NO. 4908-1446 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF PRESCOTT BY ANNEXING APPROXIMATELY THIRTY-SEVEN ACRES OF RESIDENTIALLY ZONED LAND SITUATED ALONG SENATOR HIGHWAY INTO THE CITY OF PRESCOTT AND ASSIGNING A ZONING CLASSIFICATION THERETO

Tom Guice, Community Development Director, presented. The annexation request was introduced at the June 10, 2014 public hearing. There was a discussion regarding restricting lots or parcels that would be able to obtain City water service without connecting into the City sewer system. He noted that the annexation would allow connections to the City of Prescott water system for single-family residences on the remaining four of five vacant lots within the subdivision. Lots one, three, four and five would also have the ability to tie into City water.

Mr. Guice said there were additional provisions in the pre-annexation procedural agreement that would require the five lots, that were the subject property parcels, to tie into City sewer in the event that the property was brought back through the platting

process. If that were to occur, the 37.5 acres would have to tie into sewer, as well as any additional increases of density on the subject property.

The annexation ordinance would assign a single-family zoning designation of SF-35 and would not allow for an increase in density from the already approved Senator Heights subdivision plat.

Councilman Blair asked if the pre-annexation agreement had been accepted by the owner. Mr. Guice said yes.

COUNCILMAN BLAIR MOVED TO ADOPT RESOLUTION NO. 4251-1460 APPROVING THE PROCEDURAL PRE-ANNEXATION DEVELOPMENT AGREEMENT (CITY CONTRACT NO. 2015-034); SECONDED BY MAYOR PRO LAMERSON; PASSED UNANIMOUSLY.

MAYOR PRO TEM LAMERSON MOVED TO ADOPT ORDINANCE NO. 4908-1446 ANNEXING 37.35 ACRES OF RESIDENTIALLY ZONED LAND, COMPRISED OF 5 EXISTING LOTS IN SENATOR HEIGHTS SUBDIVISION, AS DESCRIBED BY THE PLAT OF ANNEXATION, AND ESTABLISHING THE ZONING AS SINGLE-FAMILY 35 (SF-35); SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

COUNCILMAN BLAIR MOVED TO APPROVE WATER SERVICE AGREEMENT 14-005 (CITY CONTRACT NO. 2015-040); SECONDED BY MAYOR PRO TEM LAMERSON; PASSED UNANIMOUSLY.

- D. Approval of Amendment No. 2 to City Contract No. 2013-044A2 with LA Consulting, Inc., for Field and Facilities Department maintenance management services in an amount not to exceed \$77,070.00 (Various Funds)

Stephanie Miller, Field and Facilities Services Director, presented. LA Consulting, Inc. provided maintenance management services to the City on an as-needed basis since 2004. In September 2012, the City entered into a contract with them for analytical assessment and training services pertaining to the maintenance management systems presently deployed in the Public Works and Streets and Maintenance Divisions.

Ms. Miller noted that in March 2014, Council approved Amendment 1 to the City contract with LA Consulting in an amount not to exceed \$17,359.00. The scope of service was based on the LA Consulting recommendations from an assessment of the Utilities Operations Division. Amendment No. 2 was for the Field and Facilities Department. The scope of services under this amendment built upon recommendations that LA Consulting provided the City of Prescott during the Phase I assessment in 2013.

Under the existing contract, LA Consulting completed a Phase I assessment of the Facilities Management Division, the Fleet Services Division and the Solid Waste

Division. The assessment included a work history review, established work programs and defined methods and guidelines enabling identification of opportunities for improvement. LA Consulting also reviewed the street maintenance operation and updated progress on their recommendations from a 2004 review they performed. Guidance and training were also provided to the Street Maintenance Division.

Ms. Miller said the amendment would provide the expert supplementary services needed to improve upon the performance based program and budget, implement a facilities maintenance management system, configure software systems, revise activity lists and work units, define work methods and guidelines, develop equipment utilization rates and provide training to the employees.

The Field and Facilities Services Department consists of 70 employees with an annual combined operating budget of approximately \$17.7 million. Maintenance management systems would provide instant access to asset histories, enabling better customer service and the ability to evaluate operations. Ms. Miller said she expected the project to take six months and money was available in each of the division's operating budgets.

Councilman Lazzell said the program was invaluable.

Craig McConnell, City Manager, said assets would be inventoried, their conditions would be determined; tasks would be defined to maintain the assets or infrastructure, and crew sizes and equipment needed would be determined.

MAYOR PRO TEM LAMERSON MOVED TO APPROVE AMENDMENT NO. 2 TO CITY CONTRACT NO. 2013-044A2 WITH LA CONSULTING, INC., FOR MAINTENANCE MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$77,070.00; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

- E. Award of contract for professional building assessment services to ISES Corporation using Federal Contract #GS-21F-0045W pricing in the amount of \$15,100.00 (City contract No. 2015-033)

Stephanie Miller, Field and Facilities Services Director, presented. She noted that approval of the item would award a contract to the ISES Corporation for professional building assessments for the fleet maintenance facility and garage on Granite parking structure. Both facilities required detailed asset identification and preventive maintenance programming to ensure each building and its critical service components are properly managed for maximum life expectancy.

Ms. Miller said the City's assets were being documented. The software system used was called Lucity. Each building and its critical components would be inventoried, programmed for maintenance, and programmed for replacement (when applicable). She noted that, in time, all of the equipment would also be barcoded.

Councilman Arnold asked why she wanted to bring in an outside company to assess the City's facilities, when she already had staff doing the job. Ms. Miller responded that it brought in the expert services needed to do a complete assessment of the facility.

Councilman Arnold noted that Council had discussed the building maintenance shortcomings in the past couple of years. He said he would be interested in the results of the professional assessments to determine if evaluating the rest of the buildings would make sense. Ms. Miller responded that her strategy was to evaluate the two newest facilities, so they could be on a cycle for replacement and she would catch up on the older facilities in future budget periods.

Councilman Arnold asked if staff was anticipating using their asset management hosting in the future. Ms. Miller said it was included in the first year and staff would see how it worked.

Councilman Kuknyo asked what type of assets they would barcode. Ms. Miller responded that some examples would be heating ventilation and air conditioning units, plumbing components and equipment in the elevator shafts at the garage.

COUNCILMAN ARNOLD MOVED TO APPROVE AWARD OF CITY CONTRACT NO. 2015-033 FOR PROFESSIONAL BUILDING ASSESSMENT SERVICES TO ISES CORPORATION USING FEDERAL CONTRACT #GS-21F-0045W PRICING IN THE AMOUNT OF \$15,100.00; SECONDED BY COUNCILMAN LAZZELL; PASSED UNANIMOUSLY.

- F. Award of bid and contract for inert debris processing services to Buesing Corporation in an amount not to exceed \$300,000.00 (City Contract No. 2015-032; Solid Waste Fund)

Councilman Kuknyo declared a conflict of interest and departed Council Chambers at 4:10 p.m.

Stephanie Miller, Field and Facilities Services Director, noted that the City of Prescott had been accepting inert debris from City departments and other customers for the past 20 years. Inert debris consisted of inorganic rock, concrete, block, brick and dirt materials. She noted that the Transfer Station charged a lower fee for the debris to encourage customers to bring it in separately, which made for efficient recycling. Processing the inert material resulted in 1 ½" minus material used by various divisions.

Ms. Miller noted that approximately \$35,000.00 was saved each year by using the recycled material. She said that by recycling the debris, the division also avoided paying transportation and disposal fees associated with it. By not hauling 54,000 tons annually, the City of Prescott avoided paying \$295,000.00 in those fees. Currently there are 45,000 tons of materials to be processed. The division would like to process half of the current material in FY15 and process the remaining amount of the current material in

FY16. The term of the contract would be for two years, with the option to extend up to three additional years upon mutual agreement of the City and the contractor. Contract pricing for each option year would be adjusted based on the west Urban Consumer Price Index, up to a maximum of 3 percent. She noted that more than 5,000 tons were added to the pile each year.

Councilwoman Wilcox noted that it looked like the City over budgeted for FY15, as the contract was for two years, but the City budgeted for five years. She asked why the City was committed for a five year term, when the contract was for two years, with three optional renewals.

Craig McConnell, City Manager, said that by approving the contract for two years with the option of three additional, the Council would be authorizing authority in each of the three fiscal years. He said the money would not be tied up for five years.

Ms. Miller noted that the expense was from a user fee based enterprise fund.

COUNCILMAN ARNOLD MOVED TO AWARD THE BID AND CONTRACT FOR INERT DEBRIS PROCESSING SERVICES TO BUESING CORPORATION IN AN AMOUNT NOT TO EXCEED \$300,000.00 (CITY CONTRACT NO. 2015-032); SECONDED BY MAYOR PRO TEM LAMERSON; PASSED 6-0.

Councilman Kuknyo returned to the dais at 4:21 p.m.

G. Approval of Ordinance No. 4897-1435 Granting a Utility Easement to Arizona Public Service Company at Heritage Park.

ORDINANCE NO. 4897-1435 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, GRANTING UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE (APS) AT HERITAGE PARK.

Joe Baynes, Recreation Services Director, presented. Arizona Public Service (APS) identified a faulted underground cable within Heritage Park that provided electrical power to the park and residential properties to the east. A new underground cable was installed to the north of the faulted location. In order for APS to complete the relocation project, a utility easement from the City for the relocated electrical line was necessary. Mr. Baynes noted that the utility easement had been modified to specify that it was only for an underground utility.

COUNCILMAN KUKNYO MOVED TO ADOPT ORDINANCE NO. 4897-1435; SECONDED BY COUNCILWOMAN WILCOX; PASSED UNANIMOUSLY.

- H. Approval to submit a grant application to the Arizona Governor's Office for Children, Youth and Families through the STOP Violence Against Women Formula Grant Program, in an amount not to exceed \$250,000.00 for a three-year Victim Advocate position

Andy Reinhardt, Deputy Chief of Police, presented. He noted that in 2013, the Prescott Police Department responded to over 500 domestic violence calls, many involving the same individuals or locations. This position was designed to work in collaboration with the resources in the community to assist in a successful intervention in these types of cases. The 25 percent match equates to an annual amount of \$20,833.00, all of which would be satisfied by in-kind costs.

Councilman Arnold asked if this would be sworn or civilian position. Deputy Chief Reinhardt said it would be a civilian position.

Councilman Lazzell asked if the employee would understand that the position may only be for three years. Deputy Chief Reinhardt said yes.

Councilman Kuknyo asked if the employee would work with the Trauma Intervention Program (TIP). Deputy Chief Reinhardt said the position would work with other organizations, such as TIP, West Yavapai Guidance Clinic, as well as the City of Prescott Detectives.

Mayor Pro Tem Lamerson said this position would give the City of Prescott the opportunity to see if a permanent position was needed.

COUNCILMAN LAZZELL MOVED TO APPROVE SUBMISSION OF THE APPLICATION FOR GRANT FUNDING THROUGH THE STOP VIOLENCE AGAINST WOMEN GRANT PROGRAM ADMINISTERED IN ARIZONA BY THE GOVERNOR'S OFFICE FOR CHILDREN, YOUTH AND FAMILIES; SECONDED BY MAYOR PRO TEM LAMERSON; PASSED UNANIMOUSLY.

- I. Approval of the acceptance of grant awards from the Governor's Office of Highway Safety in the total amount of \$35,000.00 for traffic education and enforcement

Andy Reinhardt, Deputy Chief of Police, presented. The awarded funds would be used to further the Police Department's ongoing impaired driver enforcement efforts, as well as conducting selective speed and aggressive driving enforcement details at known problem areas throughout Prescott.

Craig McConnell, City Manager, noted that the Mayor had asked where the money came from for the grant. Mr. McConnell said the grant was funded by federal appropriations.

COUNCILMAN KUKNYO MOVED TO APPROVE GRANT AWARDS FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY IN THE TOTAL AMOUNT OF \$35,000.00 FOR TRAFFIC ENFORCEMENT AND EDUCATION; SECONDED BY COUNCILWOMAN WILCOX; PASSED UNANIMOUSLY

- J. Approval to purchase sodium chloride for the Airport Water Reclamation Facility from SaltWorks of Mesa, Arizona, in an amount not to exceed \$43,621.47 utilizing City of Chandler Contract No. MU4-885-3350 pricing (City of Prescott Contract No. 2015-029)

Joel Berman, Utilities Manager, presented. He said the newly constructed and operational Airport Water Reclamation Facility was required to disinfect the effluent prior to leaving the treatment process. He said it was a requirement under the permit and was no different from any facility across the nation. An onsite process was chosen to make the disinfectant which involved the use of salt.

COUNCILMAN BLAIR MOVED TO APPROVE THE PURCHASE OF SODIUM CHLORIDE FROM SALTWORKS OF MESA, ARIZONA IN AN AMOUNT NOT TO EXCEED \$43,621.47 UTILIZING CITY OF CHANDLER CONTRACT PRICING (CITY OF PRESCOTT CONTRACT NO. 2015-029);, SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

- K. Approval of three (3) agreements with Arizona Public Service Company for Maintenance (City Contract No. 2015-037), Pole Use (City Contract No. 2015-038), and Energy (City Contract No. 2015-036)for the City's street light system

Ian Mattingly, City Traffic Engineer, presented. The item would replace an existing agreement which had been in place since 1992. The three new agreements provided for the operation, maintenance, and supply of energy for the City-owned streetlight system by APS.

APS was upgrading all of its contracts with municipalities. The monthly maintenance cost was proposed to increase from \$1.50 per light to \$2.35 each, which would be an annual increase of \$16,800.00. He noted that it was the first increase in 22 years. The agreements provided for adjustments in the preset unit costs for streetlight equipment and special work the City may require. Staff reviewed the costs and found them to be appropriate.

Mr. Mattingly said adoption of the contracts would result in an increase in the Transportation Services budget to cover the increases. He noted that funding in FY15 was sufficient to cover the cost.

Councilman Arnold asked about the Street Light Maintenance Agreement, and said he did not see a way for the City to challenge their annual raise in maintenance fees.

Mr. Mattingly responded by saying he did not anticipate the clause being frequently used, however, the contracts were at-will contracts. Councilman Arnold asked what the options were to maintain the street light system, outside of APS.

Councilwoman Wilcox said the interest clause caught her attention, noting there would be 18 percent interest charged if the City was late on a bill. She asked if the City was good about paying bills on time. Mark Woodfill, Finance Director, said yes, and it was the same rate the Utility Billing Department charged their clients for late payments.

Mr. Mattingly said the City had a good relationship with APS and the additional fees were not usually paid.

Mayor Pro Tem Lamerson asked for clarification about the cost being covered by the .75 cent charge that was sent to the rate payers. Mr. Mattingly said he referred to the .75 cent fee charged to every utility user. He said the total for FY15 was anticipated to cover the existing energy pole use and operation and maintenance, including the cost increases.

Jon Paladini, City Attorney, said that under the agreement for street light maintenance, APS charged \$2.35 per light for the first year. After 12 months they could adjust the rate. Before the rate was changed, the City would have a six month notice to find another contractor.

Mr. Mattingly said that because they had separated the contracts the City could find a new contractor for any one of the three contracts.

Craig McConnell, City Manager, said the ACC agreed to the tariff that was applied to the energy cost. Councilman Arnold said his concern was the maintenance fee of City owned poles. Mr. McConnell said they were APS owned poles. The City was paying to have the street lights attached to the power poles in the City right-of-way.

Mayor Kuykendall asked if there was an option to increase the value of the right-of-way use. Mr. McConnell said it was a franchise agreement that could be changed when the renegotiation took place.

There was a discussion of current and future rates and the City's relationship with APS.

Daniel Mattson, citizen, challenged the Council to find anyone who would beat the \$2.35 per light per month rate.

Councilman Arnold said that if APS raised the rate, the City may have to raise the rate charged to its customers for the streetlight fund.

Mr. McConnell said the City had a bucket truck to maintain the street lights. He did not think there was a problem, but the franchise agreement should be paid attention to.

COUNCILMAN LAZZELL MOVED TO APPROVE CITY CONTRACT NUMBERS 2015-036, 2015-037, AND 2015-038; SECONDED BY MAYOR PRO TEM LAMERSON; PASSED 5-2 , COUNCILMAN ARNOLD AND BLAIR DISSENTING.

III. ADJOURNMENT

There being no further business to be discussed, the Regular Voting Meeting of September 9, 2014, adjourned at 4:49 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 9th day of September, 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

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, SEPTEMBER 23, 2014
PRESCOTT, ARIZONA

MINUTES OF THE REGULAR VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON SEPTEMBER 23, 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 Pastor Jesse Liles, Willow Hills Baptist Church

◆ **PLEDGE OF ALLEGIANCE** by Councilman Arnold

◆ **ROLL CALL:**

Present:

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

Absent:

Councilwoman Wilcox, excused

◆ **ANNOUNCEMENTS**

No announcements were made.

◆ **PROCLAMATION**

A. Proclaiming October 2014 as Domestic Violence Awareness Month

Councilman Lazzell read the proclamation and presented it to Kathryn Chapman, Director, Yavapai Family Advocacy Center. Ms. Chapman announced the Take Back the Night event on October 1, 2014, at the Prescott Valley Patio.

I. CONSENT AGENDA

- A. Approval of minutes for the Council meetings held on August 26, 2014 and September 2, 2014
- B. Adoption of Ordinance No. 4893-1431 authorizing acceptance of public utility easements from the Michael H. King and Mary Jane King Living Trust, Paul D. Mitchell and Victoria S. LaMotte, and the Rohr Revocable Living Trust

ORDINANCE NO. 4893-1431 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF PUBLIC UTILITY EASEMENTS FROM MICHAEL J. KING AND MARY JANE KING LIVING TRUST, PAUL D. MITCHELL AND VICTORIA S. LAMOTTE, AND ROHR REVOCABLE LIVING TRUST AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PUBLIC UTILITY EASEMENTS.

- C. Adoption of Ordinance No. 4895-1433 authorizing purchase and acceptance of a public water line easement from Benjamin and Angel Burns

ORDINANCE NO. 4895-1433 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE AND ACCEPTANCE OF A PUBLIC WATER LINE EASEMENT FROM BENJAMIN AND ANGEL BURNS AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASES.

- D. Approval of Mitel telephone system support and maintenance services by Fulton Communications for Fiscal Year 2015 in the amount of \$16,950.00
- E. Approval of purchase of one (1) ea. electronic security gate from American Fence Company using Arizona State Contract No. AGFD14-058187 pricing in the amount of \$11,499.56 (Facilities Maintenance Fund Capital Account)
- F. Ratification of City Contract No. 2014-102 with PetData, Inc., for dog licensing services
- G. Adoption of Resolution No. 4256-1465 approving an Intergovernmental Agreement (IGA) with the Northern Arizona University Family Violence Institute to develop a regional domestic violence homicide prevention initiative (City Contract no. 2015-046)

- H. Adoption of Resolution No. 4255-1464 approving an Intergovernmental Agreement (IGA) with the City of Glendale to provide law enforcement and security services during Super bowl 2015 and certain other major events (City Contract Nol. 2015-047)

MAYOR PRO TEM LAMERSON MOVED TO APPROVE CONSENT AGENDA ITEMS I.A. – I.H.; SECONDED BY COUNCILMAN ARNOLD; PASSED 6-0.

II. REGULAR AGENDA

- A. Award of bid and contract for the Chino Piping Reconfiguration – Water Compound Realignments Project to CNB Excavating, Inc., in the amount of \$231,800.00 (City Contract No. 2015-043)

Joel Berman, Utilities Manager, presented. The item was for award of contract to remove, relocate and install 10-inch, 12-inch and 24-inch water mains and appurtenances within the Chino Valley Water Production Facility.

Mr. Berman said the reconfiguration would provide the infrastructure necessary to completely separate the water transmission pipes from the water distribution pipes. A benefit of the project was a reduction of sampling points.

COUNCILMAN ARNOLD MOVED TO AWARD THE BID AND CONTRACT FOR THE CHINO PIPING RECONFIGURATION – WATER COMPOUND REALIGNMENTS PROJECT TO CNB EXCAVATING, INC., IN THE AMOUNT OF \$231,800.00 (CITY CONTRACT NO. 2015-043); SECONDED BY COUNCILMAN LAZZELL; PASSED 6-0.

- B. Approval of purchase of water meters from Badger Meter, Inc., Milwaukee, Wisconsin, in an amount not to exceed \$65,166.10 utilizing City of Glendale contract pricing (City Contract No. 2015-043)

Joel Berman, Utilities Manager, presented saying the item would approve the purchase of the water meters needed by the City, for approximately one year.

COUNCILMAN LAZZELL MOVED TO APPROVE THE PURCHASE OF WATER METERS FROM BADGER METER, INC., MILWAUKEE, WISCONSIN, IN AN AMOUNT NOT TO EXCEED \$65,166.10, UTILIZING CITY OF GLENDALE CONTRACT PRICING (CITY CONTRACT NO. 2015-039); SECONDED BY COUNCILMAN BLAIR; PASSED 6-0.

- C. Adoption of Resolution No. 4242-1451 approving Change Order No. 2 to an Intergovernmental Agreement with the Yavapai County Flood Control District (City Contract No. 2015-041) to accept \$7000,000.00, in additional District funding for the Cliff Rose-Blackhawk Area Drainage Improvement Projects

Henry Hash, Public Works Director, presented. Adoption of the resolution would approve change Order No. 2 to the existing Intergovernmental Agreement (IGA) with the Yavapai County Flood Control District dated September 6, 2011, to accept an additional \$700,000.00 in funding to construct drainage infrastructure improvements in the Blackhawk subdivision.

Councilman Blair asked why the drainage requirements were not part of the original plat. Mr. Hash said he was making sure the future developments would not cost the City any money before, during or after the project.

Craig McConnell, City Manager, noted that drainage criteria manuals that determined standards were not in place for decades. The manuals were now in place with a high level of service required. However, due to the terrain, it was sometimes impossible to determine home sizes on a lot, which could determine drainage patterns. He said that the conveyance would now help if the drainage patterns changed.

COUNCILMAN BLAIR MOVED TO ADOPT RESOLUTION NO. 4242-1451; SECONDED BY MAYOR PRO TEM LAMERSON; PASSED 6-0.

- D. Approval of: (1) acceptance of an Arizona Department of Transportation 90% funding grant in the amount of \$270,000.00, for design of improvements including relocation of the airfield electrical vault, upgrading of the emergency generator, and installation of lighting for Taxiway E; (2) Authorization of Services No. 3 for accomplishment of the design by Dibble Engineering in an amount not to exceed \$290,797.00 (City Contract No. 2014-029A3)

Jeff Burt, Economic Initiatives Director, presented. The project had been identified by ADOT and the FAA as high-priority airfield safety improvements. Most of the current airfield electrical vault equipment, including the emergency generator, had exceeded its useful life and became obsolete or difficult to maintain. He noted that Taxiway E lighting had never been in place. There would also be a replacement of a segmented circle used by pilots for air traffic navigation.

Councilman Blair asked how long the Dibble Engineering on-call contract would be viable. Mr. Burt responded that it was good for three years with two, one-year options.

Councilman Kuknyo asked if the improvements the City planned for the airport were considered with the improvements currently described. Mr. Burt said yes. He noted that these were foundation improvements that were needed for the overall operation of the airport.

Councilman Lazzell asked if the changes would accommodate expansion. Mr. Burt said Dibble was aware of the future design for the airport.

Mayor Kuykendall asked if the FAA was able to develop a construction amount without having the plans. Mr. Burt responded that the final amount would be considered when the bids came in. FAA set a maximum amount for the project.

Craig McConnell, City Manager, said that the City started with a current working estimate. As the project was designed, the working estimate would be refined. At the time the City went out for bids, there would be a fairly solid idea of what the project would cost.

MAYOR PRO TEM LAMERSON MOVED TO ACCEPT ADOT GRANT NO. E5S1I IN THE AMOUNT OF \$270,000.00, AND (2) APPROVE AUTHORIZATION OF SERVICES NO. 3 UNDER CITY CONTRACT NO. 2014-029A3 WITH DIBBLE ENGINEERING IN AN AMOUNT NOT TO EXCEED \$290,797.00; SECONDED BY COUNCILMAN ARNOLD; PASSED 6-0.

E. Acceptance of hazardous fuels mitigation funding grants from each of the Arizona Division of Forestry and Yavapai County

Dennis Light, Fire Chief, presented. The City Council approved the submittal of the applications on May 13, 2014. The Fire Department was notified of the award of funding to Prescott, and the check from Yavapai County had been received. Both grants would be used for mitigation efforts associated with fuels management. He noted that it was a 90-10 grant.

Councilman Blair asked if the brush crushing machine had been received by the City yet. Chief Light said that it shipped the previous week.

Councilman Lazzell asked if there would be additional costs to the City regarding employees or equipment after receiving the grants. Chief Light said no.

□□□COUNCILMAN ARNOLD MOVED TO APPROVE THE ACCEPTANCE OF HAZARDOUS FUELS MITIGATION FUNDING GRANTS FROM THE ARIZONA DIVISION OF FORESTRY IN THE AMOUNT OF \$175,018.00, AND YAVAPAI COUNTY IN THE AMOUNT OF \$15,000.00; SECONDED BY COUNCILMAN LAZZELL ; PASSED 6-0.

F. Adoption of 2012 International Building, Fire, and Wildland-Urban Interface Codes and local Amendments

Randy Pluimer, Chief Building Official, presented, noting that Council adopted the resolutions making the codes a public record.

Councilman Blair asked about the stickers on new windows he saw in the community that stated the windows were California fire rated windows, and what the stickers meant. Mr. Pluimer said that usually homes in a wildland area would not be fitted with vinyl

windows. The windows with the stickers could be used in the wildland area and met the energy efficiency standards.

Councilman Blair asked about the codes and if there was flexibility, locally, for the various departments to waive the codes that may not work for them. Mr. Pluimer said no, they had already taken that into consideration and worked with the local contractors and taken out anything that did not apply to the City of Prescott. He noted that alternate means and methods could be brought to the Building Official for a ruling.

ORDINANCE NO. 4900-1438 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III OF THE CITY CODE OF THE CITY OF PRESCOTT BY REPEALING SECTION 3-17-2 AND ADOPTING A NEW SECTION 3-17-2 BY REFERENCE BY ADOPTING THAT CERTAIN DOCUMENT ENTITLED "CITY OF PRESCOTT 2012 ADMINISTRATIVE BUILDING CODE AMENDMENTS", WHICH WAS MADE A PUBLIC RECORD BY RESOLUTION NO. 4243-1452, AND PROVIDING PENALTIES THEREFORE.

COUNCILMAN ARNOLD MOVED TO ADOPT ORDINANCE NO. 4900-1438-ADMINISTRATIVE CODE AND LOCAL AMENDMENTS; SECONDED BY COUNCILMAN BLAIR; PASSED 6-0.

ORDINANCE NO. 4901-1439 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III, CHAPTER 1 OF THE CITY CODE OF THE CITY OF PRESCOTT ENTITLED "INTERNATIONAL BUILDING CODE" BY REPEALING SECTION 3-1-2 AND ADOPTING A NEW SECTION 3-1-2 BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "CITY OF PRESCOTT 2012 INTERNATIONAL BUILDING CODE AMENDMENTS", WHICH WAS MADE A PUBLIC RECORD BY RESOLUTION NO. 4244-1453, AND PROVIDING PENALTIES THEREFORE.

COUNCILMAN LAZZELL MOVED TO ADOPT ORDINANCE NO. 4901-1439-INTERNATIONAL BUILDING CODE AND LOCAL AMENDMENTS; SECONDED BY MAYOR PRO TEM LAMERSON; PASSED 6-0.

ORDINANCE NO. 4902-1440 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE II, CHAPTER 8 OF THE CITY CODE OF THE CITY OF PRESCOTT ENTITLED "INTERNATIONAL RESIDENTIAL CODE FOR ONE – AND TWO – FAMILY DWELLINGS" BY REPEALING SECTION 3-8-2 AND ADOPTING A NEW SECTION 3-8-2 BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "CITY OF PRESCOTT 2012 INTERNATIONAL RESIDENTIAL CODE FOR ONE - AND TWO-FAMILY DWELLINGS AMENDMENTS", WHICH WAS MADE A PUBLIC RECORD BY RESOLUTION NO 4245-1454, AND PROVIDING PENALTIES THEREFORE.

COUNCILMAN ARNOLD MOVED TO ADOPT ORDINANCE NO. 4902-1440-INTERNATIONAL RESIDENTIAL CODE AND LOCAL AMENDMENTS; SECONDED BY COUNCILMAN BLAIR; PASSED 6-0.

ORDINANCE NO. 4903-1441 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III, CHAPTER 6 OF THE CITY CODE OF THE CITY OF PRESCOTT ENTITLED "INTERNATIONAL PLUMBING CODE" BY REPEALING SECTION 3-6-2 AND ADOPTING A NEW SECTION 3-6-2 BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "CITY OF PRESCOTT 2012 INTERNATIONAL PLUMBING CODE AMENDMENTS", WHICH WAS MADE A PUBLIC RECORD BY RESOLUTION NO. 4246-1455, AND PROVIDING PENALTIES THEREFORE.

COUNCILMAN LAZZELL MOVED TO ADOPT ORDINANCE NO. 4903-1441-INTERNATIONAL PLUMBING CODE AND LOCAL AMENDMENTS; SECONDED BY COUNCILMAN ARNOLD; PASSED 6-0.

ORDINANCE 4904-1442 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III, CHAPTER 2 OF THE CITY CODE OF THE CITY OF PRESCOTT ENTITLED "INTERNATIONAL MECHANICAL CODE" BY REPEALING SECTION 3-2-2 AND ADOPTING A NEW SECTION 3-2-2 BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "CITY OF PRESCOTT 2012 INTERNATIONAL MECHANICAL CODE AMENDMENTS", WHICH WAS MADE A PUBLIC RECORD BY RESOLUTION NO. 4247-1456, AND PROVIDING PENALTIES THEREIN.

COUNCILMAN BLAIR MOVED TO ADOPT ORDINANCE NO. 4904-1442-INTERNATIONAL MECHANICAL CODE AND LOCAL AMENDMENTS; SECONDED BY COUNCILMAN ARNOLD; PASSED 6-0.

ORDINANCE NO. 4905-1443 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III, CHAPTER 5 OF THE CITY CODE OF THE CITY OF PRESCOTT ENTITLED "INTERNATIONAL FUEL GAS CODE" BY REPEALING SECTION 3-5-2 AND ADOPTING A NEW SECTION 3-5-2 BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "CITY OF PRESCOTT 2012 INTERNATIONAL FUEL GAS CODE AMENDMENTS" WHICH WAS MADE A PUBLIC RECORD BY RESOLUTION NO. 4248-1457, PROVIDING PENALTIES THEREFORE.

COUNCILMAN ARNOLD MOVED TO ADOPT ORDINANCE NO. 4905-1443-INTERNATIONAL FUEL GAS CODE AND LOCAL AMENDMENTS; SECONDED BY MAYOR PRO TEM LAMERSON; PASSED 6-0.

ORDINANCE NO. 4906-1444 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III, CHAPTER 7 OF THE CITY CODE OF THE CITY OF PRESCOTT BY REPEALING SECTION 3-18-2 AND ADOPTING A NEW SECTION 3-18-2 BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "CITY OF PRESCOTT 2012 INTERNATIONAL ENERGY CONSERVATION CODE AMENDMENTS", WHICH WAS MADE A PUBLIC RECORD BY RESOLUTION NO. 4249-1458 AND PROVIDING PENALTIES THEREIN.

COUNCILMAN LAZZELL MOVED TO ADOPT ORDINANCE NO. 4906-1444-INTERNATIONAL ENERGY CONSERVATION CODE AND LOCAL AMENDMENTS; SECONDED BY COUNCILMAN BLAIR; PASSED 6-0.

ORDINANCE NO. 4907-1445 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III, CHAPTER 7 OF THE CITY CODE OF THE CITY OF PRESCOTT ENTITLED "NATIONAL ELECTRICAL CODE" BY REPEALING SECTION 3-7-2 AND ADOPTING A NEW SECTION 3-7-2 BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "CITY OF PRESCOTT 2011 NATIONAL ELECTRICAL CODE AMENDMENTS", WHICH WAS MADE A PUBLIC RECORD BY RESOLUTION NO. 4250-1459, AND PROVIDING PENALTIES THEREIN.

COUNCILMAN ARNOLD MOVED TO ADOPT ORDINANCE NO. 4907-1445-NATIONAL ELECTRICAL CODE AND LOCAL AMENDMENTS; SECONDED BY COUNCILMAN BLAIR; PASSED 6-0.

ORDINANCE NO. 4909-1447 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE VI, CHAPTER 1 OF THE CITY CODE OF THE CITY OF PRESCOTT ENTITLED "INTERNATIONAL FIRE CODE" AND ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED THE 2012 INTERNATIONAL FIRE CODE, WHICH DOCUMENT WAS MADE A PUBLIC RECORD BY RESOLUTION NO. 4253-1462 AND ALSO ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED THE CITY OF PRESCOTT 2014 AMENDMENTS TO THE 2012 INTERNATIONAL FIRE CODE, WHICH DOCUMENT WAS MADE A PUBLIC RECORD BY RESOLUTION NO. 4253-1462 AND PROVIDING FOR A DELAYED EFFECTIVE DATE THEREFORE.

COUNCILMAN LAZZELL MOVED TO ADOPT ORDINANCE NO. 4909-1447-INTERNATIONAL FIRE CODE AND LOCAL AMENDMENTS; SECONDED BY COUNCILMAN ARNOLD; PASSED 6-0.

ORDINANCE NO. 4910-1448 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE VI, CHAPTER 2 OF THE CITY CODE OF THE CITY OF PRESCOTT ENTITLED "WILDLAND-URBAN INTERFACE CODE" AND ADOPTING BY REFERENCE THAT

CERTAIN DOCUMENT ENTITLED THE 2012 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, WHICH DOCUMENT WAS MADE A PUBLIC RECORD BY RESOLUTION NO. 4254-1463 AND ALSO ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED THE CITY OF PRESCOTT 2014 AMENDMENTS TO THE 2012 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, WHICH DOCUMENT WAS MADE A PUBLIC RECORD BY RESOLUTION NO. 4254-1463 AND PROVIDING FOR A DELAYED EFFECTIVE DATE THEREFORE.

COUNCILMAN BLAIR MOVED TO ADOPT ORDINANCE NO. 4910-1448-INTERNATIONAL WILDLAND – URBAN INTERFACE CODE AND LOCAL AMENDMENTS; SECONDED BY MAYOR PRO TEM LAMERSON; PASSED 6-0.

G. Approval of rezoning of property at 1045 Whipple Street from Multifamily Medium (MF-M) to business General (BG) (APN 115-09-019A; lot area 0.66 acre; Owner Prescott Charities, Inc., Applicant Susan Adams; File No. RZ14-001)

Tom Guice, Community Development Director, presented, saying the address was the current location of the Prescott Child Development Center. The request to rezone the property was consistent with the General Plan designation. The applicant mentioned that potential future uses included general or medical office space.

Councilman Arnold said he was concerned about rezoning the property due to the proliferation of drug and alcohol services in the area.

Susan Adams, applicant, said that the focus was on various services involving the brain. Councilman Blair asked if the property was changing hands. Brad Newman, property owner, said yes.

Jon Paladini, City Attorney, said the current Land Development Code said the buffer zone applied to a community residence in a commercial or nonresidential zone. He noted that a rezoning was a legislative act and stood on its own; no precedent would be set.

There was a discussion about a rehabilitation facility near Miller Valley School in the area and permitted uses of property in the area.

COUNCILMAN ARNOLD MOVED TO APPROVE RZ14-001 AMENDING THE ZONING OF 1045 WHIPPLE STREET FROM MULTIFAMILY MEDIUM (MF-M) TO BUSINESS GENERAL (BG); SECONDED BY COUNCILMAN LAZZELL; PASSED 6-0.

- H. Adoption of Resolution No. 4257-1466 approving an Intergovernmental Agreement (IGA) with the Northern Arizona Council of Governments (NACOG) to perform administrative functions of the Community Development Block Grant (CDBG) Program (City Contract No. 2015-045)

Tom Guice, Community Services Director, presented, showing many of the day to day responsibilities of past CDBG employees. The City would pay NACOG \$2,500.00 per month for the remaining nine months of the fiscal year. An additional \$2,500.00 was added in the event of unanticipated services. He said the contract listed a not to exceed amount of \$25,000.00. The IGA provided for two, one-year contract options at an annual rate of \$30,000.00 per year. He noted that NACOG managed the small regional CDBG program for four counties.

Councilman Arnold asked if the local appointed board would still be responsible for vetting and making recommendations to the Council. Mr. Guice said yes and Council would still be responsible for adopting the resolution to approve the future year annual allocation.

Councilman Arnold asked if NACOG would be precluded from applying for CDBG funds if they facilitated the program. Mr. Guice said he was not sure they would qualify since they were administrating for the Northern Arizona four county areas.

Councilman Arnold said he would like an agenda item to come back with the priorities of the Council, as they related to the CDBG funds and what programs were available.

Councilman Blair asked about past grants and projects that had not been completed. He asked if those projects would have to go through the process again once NACOG came on board, and if those projects would be placed in the front of the line for funding. Mr. Guice said that there were a couple of projects that were ready to go out to bid and that they would be placed at the top of the list.

Craig McConnell, City Manager, noted that the administration of this program did not justify a full-time position.

MAYOR PRO TEM LAMERSON MOVED TO ADOPT RESOLUTION NO. 4257-1466; SECONDED BY COUNCILMAN ARNOLD; PASSED 6-0.

- I. Award of bid and contract for the Sundog Landfill Final Cap Repairs Project to Earth Resources Corporation in the amount of \$1,049,941.38 (City Contract No. 2015-044; Solid Waste Fund)

Stephanie Miller, Field and Facilities Services Director, presented. She said the City owned a landfill that served Prescott and the surrounding area between the 1930's until 1998, when it became inactive. It occupied approximately 55 acres and was located on

the south side of Prescott Lakes Parkway at Sundog Ranch Road. She noted that the landfill was officially closed on February 21, 2002.

Ms. Miller said this item would award the bid and contract for repairs to the final cap and improvements to the storm water control system at the Sundog Landfill, including all earthwork, associated drainage controls, and appurtenances.

She noted that staff had been maintaining the final cap, side slopes, drainage channels and access roads and various pieces of infrastructure on the landfill since its closure. Over the years, the natural settlement of the landfill, coupled with wind and rain erosion caused the final cap grades and slopes to fall outside of the specs required by the Arizona Department of Environmental Quality (ADEQ). Completion of the project was expected to be at the end of the 2014 calendar year.

Councilman Blair asked how often the City would have to spend that amount of money to get the cap vegetated as it should be. Ms. Miller said that it was a perpetual maintenance project. She said the money voted on that day would take care of some projects that should have been done since the closure. She noted that with heavy rain and snowfall, there would be no guarantee that the City would not have to continue to repair the erosion.

MAYOR PRO TEM LAMERSON MOVED TO AWARD THE BID AND CONTRACT FOR THE SUNDOG LANDFILL FINAL CAP REPAIRS PROJECT TO EARTH RESOURCES CORPORATION IN THE AMOUNT OF \$1,049,941.38 (CITY CONTRACT NO. 2015-044); SECONDED BY COUNCILMAN KUKNYO; PASSED 6-0.

- J. Approval of purchase of two (2) ea. 2015 ford F350 regular cab 4x4 replacement pickup trucks for the Recreation Services Department from Peoria Ford using State of Arizona contract ADSP014-063237 pricing in the amount of \$47,488.23 (Vehicle Replacement Fund)

Tim Legler, Recreation Services Superintendent, presented, noting that the new pickups would replace two pickups that met the City's criteria for replacement. One of the new trucks would be equipped with skid plates, used for trail maintenance. The other truck would be used for the right-of-way landscape sections and would be equipped with a snow plow ready package. Both trucks were built with eight foot beds.

COUNCILMAN ARNOLD MOVED TO APPROVE THE PURCHASE OF TWO (2) EA. 2015 FORD F350 REGULAR CAB 4X4 PICKUP TRUCKS FROM PEORIA FORD USING STATE OF ARIZONA CONTRACT ADSP014-063237 PRICING IN THE AMOUNT OF \$47,488.23; SECONDED BY COUNCILMAN LAZZELL; PASSED 6-0.

- K. Approval of purchase of four (4) ea. marked patrol vehicles from Midway Chevrolet using State of Arizona Law Enforcement contract ADSP013-038803 in the amount of \$248,031.24; and two (2) ea. marked patrol vehicles from Peoria Ford using State of Arizona Law Enforcement contract ADSP013-038802 in the amount of \$107,926.60 (Vehicle Replacement Fund)

Stephanie Miller, Field and Facilities Services Director, presented. The Police Department, working in conjunction with the Field and Facilities Services Department, Fleet Services Division requested authorization to purchase a total of six new patrol vehicles. Four of the vehicles would be 2015 Chevrolet Tahoes and the other two would be 2015 Ford Interceptors. The Police Department currently operated nine Chevrolet Tahoe vehicles and had been pleased with their performance and maintenance history.

Ms. Miller noted that instead of having a dedicated prisoner transport van, one of the Interceptors would have a special prisoner compartment to transport combative prisoners to the jail in Camp Verde.

Councilman Arnold asked if the vehicle used for prisoner transport would also be used for patrol operations. Lieutenant Richard Gill said that the vehicle would be used for both.

Mayor Kuykendall asked why the 15 percent discount given to the dealer for paying for the vehicle within 15 days was not passed on to the City. Ms. Miller said she would ask the vendor.

COUNCILMAN ARNOLD MOVED TO APPROVE THE PURCHASE OF FOUR (4) EA. MARKED PATROL VEHICLES FROM MIDWAY CHEVROLET USING STATE OF ARIZONA LAW ENFORCEMENT CONTRACT ADSP013-038803 IN THE AMOUNT OF \$248,031.24; AND TWO (2) EA. MARKED PATROL VEHICLES FROM PEORIA FORD USING STATE OF ARIZONA LAW ENFORCEMENT CONTRACT ADSP013-038802 IN THE AMOUNT OF \$107,926.60; SECONDED BY COUNCILMAN LAZZELL; PASSED 6-0.

- L. Approval for payment of Attorney's fees in the amount of \$22,933.00 for legal services to the City of Prescott Public Safety Personnel Retirement System (PSPRS) Board by the law firm of Ryan Rapp & Underwood

Jon Paladini, City Attorney, presented. He said that State law required the City to have local Public Safety Personnel Retirement System Boards for fire and police. The law also required the employer (the City of Prescott) to pay all of the costs incurred by the local PSPRS Board, including legal fees. In addition, he said the law required that the local PSPRS Board have independent legal counsel. The bill in question was from the Board's former law firm from the dates of February 2014 through July 2014. He noted that the local PSPRS Board approved the bill.

COUNCILMAN BLAIR MOVED TO APPROVE PAYMENT OF ATTORNEY'S FEES IN THE AMOUNT OF \$22,933.00 TO THE LAW FIRM OF RYAN RAPP & UNDERWOOD; SECONDED BY COUNCILMAN LAZZELL; PASSED 6-0.

M. Approval to enter into a Settlement Agreement and Release of Claims regarding Case No. CV-08204-PHX aka CV_11-08204-PCT-DCG, Vicente v. City of Prescott, et.al.

Jon Paladini, City Attorney, presented. The proposed Settlement Agreement and Release of Claims would resolve all claims and/or disputes, without prejudice, arising from the facts and circumstances alleged by the Plaintiffs in their Complaint against all Defendants, each side would bear its own costs and fees.

MAYOR PRO TEM LAMERSON MOVED TO APPROVE THE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS IN VICENTE V. CITY OF PRESCOTT, CV-08204-PHX AKA CV-11-08204-PCT-DGC; SECONDED BY COUNCILMAN ARNOLD; PASSED 6-0.

N. City Council meeting schedule for the November and December holidays

Dana DeLong, City Clerk, presented. The item was presented for approval of a revised City Council meeting schedule in November and December 2014, to comply with the City Council meeting requirements and to accommodate the upcoming holidays. If approved, the dates of the meetings would be November 4th and 18th and December 2nd and 16th, 2014.

COUNCILMAN ARNOLD MOVED TO APPROVE THE REVISED CITY COUNCIL MEETING SCHEDULE FOR NOVEMBER AND DECEMBER 2014 SET FORTH IN THE COUNCIL AGENDA MEMO; SECONDED BY MAYOR PRO TEM LAMERSON; PASSED 6-0.

III. ADJOURNMENT

There being no further business to be discussed, the Regular Voting Meeting of September 23, 2014, adjourned at 4:47 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 23rd day of September, 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 10-14-14

DEPARTMENT: Tourism

AGENDA ITEM: 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)

Approved By:		Date:
Director:	Prince, Don	09/23/2014
City Manager:	McConnell, Craig	10/06/2014

Item Summary

The Office of Tourism is requesting approval of an Advertising Services Agreement with Madden Media. The Agreement will enable the City to participate in the FY 2015 cooperative marketing program offered to rural destination marketing organizations by the Arizona Office of Tourism (AOT).

Background

The City submitted an application to participate in the AOT program which was subsequently approved. As a participant, the City is able to take advantage of AOT's reduced advertising rates and leverage our resources in partnership with AOT, increasing the scope and effectiveness of Prescott's marketing and advertising activities.

Examples of marketing types provided through the AOT cooperative include placement of advertising in magazines catering to Prescott's target market (e.g., *Arizona Highways*, *AAA Highroads*, *Outside Magazine*, *Phoenix Magazine*, *Sunset*, *True West*), and inserts in the *Arizona Republic* and *Los Angeles Times*. There are multiple media outlets involved in the cooperative, however, Madden Media will provide specific promotion through online advertising and SEM (search engine marketing) and display ad placement in the Official State Visitor's Guide, Phoenix Official Travel Guide, Official State Visitor's Map and AOT monthly newsletter.

The program specifies that AOT will pay for 50% of the City's advertising and marketing program, as outlined in Exhibit "A" to the Agreement. The City is responsible for direct payment of the other half of the fees charged by AOT's advertising vendor, Madden Media, and other specified media outlets. The City share of the cost for participation in

Agenda Item: 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)

the marketing program totals \$53,051.00. Of this amount, \$14,427.92 is for services provided by Madden Media. The City will receive invoices directly from other media outlets for the balance of cooperative marketing services, none of which will individually exceed \$10,000.00.

Madden Media currently has a contract with the State of Arizona for marketing and advertising services (Contract No. EPS090039-1). The subject Agreement is being made pursuant to this existing statewide contract, which was vetted through a competitive procurement process.

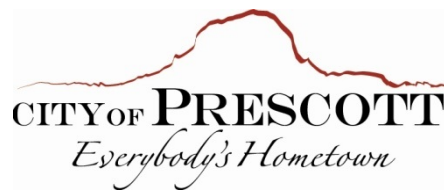
Financial Impact

Funding for the Agreement is provided from Transient Occupancy (Bed) Tax as part of the \$290,000.00 allocated for Tourism Marketing, approved by Council on August 26, 2014.

Attachments

1. Madden Media Advertising Agreement
2. AOT Marketing Co-op FY 15

Recommended Action: MOVE to approve an 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).



Advertising Services Agreement City of Prescott and Madden Media

City Contract No. 2015-058

WHEREAS, the City of Prescott (hereinafter referred to as “City”) is in need of certain services; and

WHEREAS, Madden Media (hereinafter referred to as “Professional”), has expertise in Tourism Marketing & Advertising and currently has a statewide advertising and marketing contract (contract: EPS 090039-1) with the State of Arizona and the Arizona Office of Tourism.

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

1. That Professional shall provide the services to the City in relation to advertising and marketing as indicated in Exhibit "A" (the Marketing Cooperative program with the Arizona Office of Tourism) and as requested by the City of Prescott Tourism Director.
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit "A".
5. The term of this Agreement shall be from September, 2014 to September, 2015.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit “A” thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.

8. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.
9. 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:

Don Prince Tourism Director
City of Prescott
201 S. Cortez
Prescott, AZ 86301

Dan Carter
Madden Media
1240 E. Missouri
Phoenix, AZ 85014

10. It is expressly agreed and understood by and between the parties that the Professional is an independent Contractor, and, as such, Professional 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. As an independent Contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent Contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Professional a total sum of fourteen thousand, four hundred twenty seven dollars and 92 cents (\$14,427.92) for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A".

(B) The foregoing sum includes payment for any and all services to be rendered Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other Professionals or sub-contractors retained by the Professional.

(C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge and City shall pay Professional in accordance with Exhibit "A".

Professional Services Agreement

(D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Professional, and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

13. 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 negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. All work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.
16. 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 Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
17. 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 Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
18. This Agreement represents the entire and integrated Agreement between the City and the Professional 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 Professional. 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.
19. 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.

20. The Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
21. 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.
22. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Tourism Director. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.
- (B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document.
- (C) In giving instructions, the Tourism Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Tourism Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.
- (D) Payment for any change ordered by the Tourism Director which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.
- (E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the Tourism Director, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional fee proposal.
- (F) If the Professional claims that any instructions involve extra cost under this Contract, it shall give the Tourism Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Professional shall do such extra work therefor

upon receipt of an accepted Contract Amendment or other written order of the Tourism Director and in the absence of such Contract Amendment or other written order of the Tourism Director, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Tourism Director to proceed with the work. All Contract Amendments must be approved by the Tourism Director. Contract Amendments over \$10,000.00 must be approved by City Council.

23. (A) The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

1) Commercial General Liability – Occurrence Form (if applicable)

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

General Aggregate	\$ 2,000,000
Products – Completed Operations Aggregate	\$ 2,000,000
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 Professional.”

2) Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

3) Business Automobile Liability (if applicable) 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
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(B) City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors and employees for damages covered by property insurance during and after completion of the Services.

(C) 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.

(D) Prior to commencing work under this Agreement, the Professional 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.

(E) 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.

(F) 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. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(G) Verification of Coverage: Professional 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. Please note the contract number on the Certificate.

24. The Professional, 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 sub-contractors, including procurement of materials and leases of equipment. The Professional 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.

25. Contractor Immigration Warranty

Professional 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 sub-contractors (“Sub-contractors”) 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 Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional 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 Professional or Sub-contractors employee who works on this Contract to ensure that the Professional or Sub-contractor is

complying with the Professional Immigration Warranty. Professional 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 Professional and any of sub-contractors to ensure compliance with Professional's Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

Neither the Professional nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Sub-contractor 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 Professional enters into with any and all of its sub-contractors who provide services under this Contract or any sub-contract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Professional or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

26. Professional shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.
27. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Professional.
28. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".
29. 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.

Dated this _____ day of _____, 2014.

Professional Services Agreement

City of Prescott, a municipal corporation

PROFESSIONAL

Marlin D. Kuykendall, Mayor

Madden Media

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Dana R. DeLong, City Clerk

Jon M. Paladini, City Attorney

Exhibit "A"

Madden Media Advertising Agreement

1240 E Missouri, Phoenix, AZ 85014
Telephone 480-638-3770
Fax 520-322-9438
Contract Created: 8/18/2014 - 10:05 a.m.

Contract: C44696



Client:	City of Prescott Office of Tourism	Customer No.:	102412
Attention:	Don Prince	Phone:	928 777-1100
Address:	201 S. Cortez St. P.O. Box 2059	Fax:	928 708-9337
City, State Zip:	Prescott AZ 86303	Email:	don.prince@prescott-az.gov
		Website:	www.visit-prescott.com

Program	Item	Net	Tax	Total
2015 AOT Monthly eNewsletter - March - Partner Feature Sponsor AOT Rural Co-op	History Traveled	\$1,250.00	0	\$1,250.00
2015 Arizona Official State Map	Partner Map Listing - Attractions \ AOT Rural Co-op	\$297.50	0	\$297.50
2015 Arizona Official State Visitors Guide	Partner Half-Page Ad - North Central AZ (Yavapai, Gila, Grand & Greenlee) \ AOT Rural Co-op	\$4,170.10	0	\$4,170.10
2015 arizonaguide.com Advertising	Online Static Banner Ads - 40000 impressions per mo. - AOT Rural Co-op \ AOT Rural Co-op Requested: Annual: Sept 2014 - Aug 2015	\$2,000.00	0	\$2,000.00
2014 AOT Co-op SEM Campaign	AOT SEM Partner: Silver Package - 870 clicks per month AOT Match Requested: 12 months: Sept 14 - Aug 15	\$3,600.00	0	\$3,600.00
2014 arizonaguide.com Advertising	Online Static Banner Ads - 40000 impressions per mo. - AOT Rural Co-op \ Sept 2014 - Dec 2014 Requested: Annual: Sept 2014 - Aug 2015	\$1,000.00	0	\$1,000.00
2015 Arizona Official State Visitors Guide	VacationFun Listing and Reader Service AOT Rural Co-op	\$0.00	0	\$0.00
2014 Phoenix Official Travel Guide 2014-One-Third Page Ad AOT Rural co-op	2015	\$2,091.50	\$18.82	\$2,110.32
2014 Phoenix Official Travel Guide 2014-VacationFun.com Listing and Reader Service	2015	\$0.00	0	\$0.00
Total:		\$14,409.10	\$18.82	\$14,427.92

Billing Information

Company:	City of Prescott Office of Tourism	Customer No.:	102412
Attention:	Don Prince	Phone:	928 777-1100
Address:	201 S. Cortez St. P.O. Box 2059 Prescott AZ 86303	Fax:	928 708-9337
		Email:	don.prince@prescott-az.gov

TERMS: Net 30 Days

Signature: 
Print Name: DON PRINCE

Date: 8/18/2014

Madden Media Rep.: Dan Carter

Professional Services Agreement

Terms and Conditions

TERMS: This offer for contract remains binding if signed and returned within seven days to the address or fax number shown below.

CREDIT CARD: Payments made by credit card are subject to a processing fee.

APPROVALS: All contents of all advertisements are subject to publisher's approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time.

POSITIONING: Positioning requests will be considered but not guaranteed unless position is paid for and specified in the contract. The ultimate position of each advertisement is at discretion of publisher. Space reservation deadline for premium positions is four weeks prior to published rate card deadlines.

DEADLINES/MATERIALS: If the advertiser does not submit acceptable ad copy and/or production materials by materials due date, the publisher reserves the right to use prior ad materials or fill the space with a non-revenue ad. If the advertiser does not return any provided proofs with all required changes by the proof deadline, publisher reserves the right to use provided proof with editorial modifications deemed appropriate in editing process. The advertiser is still liable for the full cost of the ad space. Ad materials must conform to specifications in publisher's Electronic Ad Specifications form and/or rate card.

AD PRODUCTION & CHANGES: Please see Production Rate Card for applicable production, change and ad submission rates. Advertiser agrees to accept the terms of the Production Rate Card as part of this agreement.

PRINT METHOD: Body and cover are printed web offset. Final reproduction quality is contingent on materials furnished. Due to the nature of web offset and sheet-fed printing, color reproduction may vary from proofs and originals provided.

COMMISSIONS: A 15% commission is available to recognized agencies. No agency commission is allowed if payment is not received within 60 days of invoice date.

PAYMENT: Amounts due are invoiced upon delivery of publication. Some advertisement contracts may be required to be accompanied by a 50% deposit. Any balance not paid within 30 days of invoice date will be subject to a 1.5% monthly (18%) finance charge, unless payment plan option is approved. Publisher may order a client credit report at any time.

Publisher may hold advertiser and its advertising agency, jointly and severally, liable for all sums due and payable to publisher. Any collection expense or legal fees incurred in collecting payment will be paid for by the advertiser/agency.

CANCELLATIONS: The advertiser shall have the right to cancel this agreement at any time within three days of the date of this agreement by written notice to publisher. Any cancellation made after three days and up to and including the closing date shall be billed 30% of the amount of the original charge. No cancellations shall be accepted by the publisher after the closing date.

FREQUENCY DISCOUNTS: Apply only to advertising on written contracts. Repeat ads may be run the same as previous issue unless changes are received two weeks prior to closing date. If frequency contract is not fulfilled, advertiser agrees to pay short rate. Short rate is difference between rate contracted for and issue rates per rate card. Any frequency contract cancellations must be made in writing two weeks prior to closing date.

OMMISSIONS/ERRORS: Publisher will exercise every care to prevent an error or omission in each advertisement. Advertiser has 15 days from publication date to notify publisher of any omissions or errors. Advertiser is responsible for making all required changes to any proof provided. The publication shall not be responsible for an omission or error if a proof of an ad has been provided to the advertiser. The publisher is not liable for failure to publish an ad or for typographical errors in publication. Adjustments for errors are limited to the cost of that portion of the ad wherein the error occurred. Advertising corrections of changes taken over the telephone are accepted only at the advertiser's risk. Advertisements not received by advertising production department by material closing date will not be entitled to the privilege of approval or revision by the advertiser or its agency.

PUBLISHER/ADVERTISER: All advertisements are accepted and published upon agreement that the party placing such materials is authorized to publish any and all such materials. In consideration of the acceptance, advertiser and/or agency agree to indemnify and hold the publisher harmless from and against any loss or expense on claims based on the subject matter of such advertisements.

ENTIRE AGREEMENT: This writing contains the entire agreement of the parties. No representations are made or relied upon by either party other than those expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms set forth unless done in writing and signed by the publisher and the advertiser.

All advertising materials should be mailed to:

AD TRAFFIC DEPARTMENT

Madden Media, Inc.
345 E. Toole Ave.
Tucson, AZ 85701

Telephone: 520-322-0895 / Fax: 520-322-9438

Please reference the Contract Number C44696 on ad material submittals.

Advertiser and its agency will be presumed to have read this contract and agreed to its conditions.



Arizona Office of Tourism
1110 W Washington Street, Suite 155
Phoenix, AZ 85007
(602) 364-3709

The Marketing Cooperative Fiscal Year 2015

Due Date: Applications must be received at the AOT office no later than

5:00 p.m. Friday, June 6th, 2014

Application and Instructions

OFFICE LOCATION

Arizona Office of Tourism
1110 W Washington Street, Suite 155
Phoenix, AZ 85007

Agency Contact
Glenn Schlottman
Community Relations Manager

Telephone Number: (602) 364-3727
Fax Number: (602) 364-3701
E-Mail: gschlottman@azot.gov

ARIZONA OFFICE OF TOURISM
The Marketing Cooperative
FY 2015

Purpose

The Marketing Cooperative is administered by the Arizona Office of Tourism (AOT) for the purpose of expanding travel and tourism related activities in communities throughout Arizona. It also provides a means for eligible participants, including destination marketing organizations (DMOs), tribal entities, statewide tourism associations, and regional tourism partnerships, to participate in the following:

- Ad placements along with AOT in selected media
- AOT marketing opportunities including
 - Arizona Official State Visitor Guide (OSVG)
 - AOT E-Newsletters
 - ArizonaGuide.com
 - Sales and media missions
 - Visitor Intercept Studies (new for FY15)

Rural DMOs, tribal entities, statewide tourism associations, and regional partnerships are eligible to receive rates subsidized at fifty percent of cost.

The Marketing Cooperative includes an AOT campaign, which in addition to partner ads features AOT placements in the selected media. The campaign drives traffic to arizonaguide.com/adventure where all of the co-op partners are featured. AOT also features co-op partners throughout the campaign in advertorials.

AOT lead sales and media missions provide co-op partners with public relations opportunities in domestic and international markets. Eligible partners will receive a reduced rate of fifty (50) percent of the registration cost, but will be solely responsible for all travel costs.

Visitor intercept studies are available to DMOs, tribes and regions looking to gain a better understanding of their visitor. These yearlong studies will focus on surveying visitors in market and will provide insight into visitor demographics, interests, and spending.

These activities allow partners to leverage their resources in partnership with AOT. As a result, partners can work with AOT's in-state, national and international marketing efforts to sustain Arizona's tourism industry.

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1 Program Eligibility

All Arizona destination marketing organizations (DMOs) and tribes are invited to participate according to the criteria in sections 1.1 and 1.2. In addition to participation, rural DMOs, tribes and regional cooperatives meeting the criteria in section 2 are eligible for subsidized rates. Please read the eligibility criteria thoroughly.

- 1.1 Applicants must meet the criteria of at least one of the following three categories in order to participate in the Marketing Cooperative:
 - 1.1.1 An Arizona based Destination Marketing Organization (DMO). A DMO is defined as an incorporated not-for-profit organization or governmental unit that is responsible for the tourism promotion and marketing of a destination on a year round basis. Only one DMO can participate per city, town or region.
 - 1.1.2 A tribal government or a tribal tourism entity that is responsible for marketing existing tourism attractions and tourism facilities.
 - 1.1.3 An Arizona based statewide tourism association that represents entities that rely on tourism-related business for a majority of their income.

And

- 1.2 Applicants must have a tourism website to use as the call to action and a fulfillment piece.

All eligible applicants of the Marketing Cooperative may not qualify for subsidized rates. For subsidized rate eligibility see Section 2 below:

2 Subsidized Rate Eligibility

- 2.1 Applicants must meet the criteria of at least one of the following four categories in order to be eligible for subsidized rates:
 - 2.1.1 An Arizona based rural DMO. Rural DMOs are defined as any DMO located outside Pima and Maricopa counties or a DMO located in Ajo, Gila Bend, Why or Wickenburg.
 - 2.1.2 A tribal government or a tribal tourism entity that wishes to market existing tourism attractions and tourism facilities.
 - 2.1.3 An Arizona based statewide tourism association that represents entities that rely on tourism-related business for a majority of their income.
 - 2.1.4 An Arizona based regional partnership which consists of a minimum of three (3) DMOs that promote a minimum of three (3) communities as a single regional tourist destination; the number of partners that qualify for subsidized rates (i.e. rural or tribal) must be equal to or greater than the number of partners that do not qualify for subsidized rates (i.e. metro communities). For example, if a regional partnership consists of 3 DMOs, 2 must qualify for subsidized rates. Each partner must meet the eligibility requirements in Section 1. Regions are not limited to those marketing regions previously identified by AOT for promotional purposes. Each regional partner must be the designated DMO for its respective community. Regional partnerships must have a tourism website or microsite that promotes each regional partner in an equitable manner.

And

- 2.2 Applicants must be exempt from federal income tax under section 501(c)3 or 501(c)6 of the Internal Revenue Code. Applicants shall not use the 501(c)3 or 501(c)6 status of another organization. Tribes and municipalities are exempt from the 501(c)3 or 501(c)6 status requirement as they are government.

AOT will subsidize rates at 50 percent for qualified co-op participants. Subsidized rates for the Marketing Cooperative are contingent upon AOT's FY 2015 budget.

3 Media Plan

AOT has developed a comprehensive media plan backed by AOT research and partner insight. The majority of the media placements are geotargeted to the markets listed below. The other portion of the media is targeted to tribal culture interests. Refer to Attachment A Section B, and Attachment C for a list of selected media pricing and profiles.

- 3.1 The Marketing Cooperative is a rural Arizona focused co-op program that utilizes a media plan designed to attract visitors from major metropolitan areas in Arizona and surrounding states. The fiscal year 2015 program will run from September 1, 2014 – August 31, 2015, and features a media plan focused on attracting the following target markets:

Target Markets

- Primary: Los Angeles, Phoenix
- Secondary: Las Vegas, San Diego, Tucson

Primary Audience: Baby Boomers

- Age: 48-66
- HHI: \$50,000+, emphasis on \$75,000+
- With, and without children in the house

Secondary Audience: Generation X

- Age: 36-47
- HHI: \$50,000+, emphasis on \$75,000+
- With, and without children in the house

Secondary Audience: Generation Y (late set)

- Age: 27-35
- HHI: \$50,000+, emphasis on \$75,000+
- With, and without children in the house

AOT will place anchor ads in all media that are selected by community partners. AOT ad placements will direct readers to arizonaguide.com/adventure. The landing page will feature each partner and give visitors the opportunity to click through to the partners' sites.

- 3.2 Tribal Media - In addition to media reaching the above target, AOT is offering select media that is behaviorally targeted to individuals interested in tribal culture. The selected media are:
- National Geographic Traveler Magazine
 - Indian Country Media Network

Placement specifics and media profiles are available in Attachment A Section B, and Attachment C. AOT will be running ads in each of these placements and is looking for participation from Arizona Tribes. Non-tribal partners may also participate.

4 Application Instructions

Each entity may submit a maximum of two applications. If an entity submits two applications, one must be a regional partnership.

The application must include all information outlined in Sections A, B and C below.

- 4.1 Section A: Applicant Administrative Information - the following information must be included in The Marketing Cooperative application.
 - 4.1.1 Entity Name: The name of the applicant must be the same as it appears on the incorporation, federal tax exemption or the state charter.
 - 4.1.2 Physical Address: Provide a street address (no P.O. Boxes) for deliveries.
 - 4.1.3 Mailing Address: Provide a mailing address that can be used by AOT for routine correspondence.
 - 4.1.4 County: Identify the county in which the applying organization is located. In the case of regional applications, list all counties included under the application.
 - 4.1.5 Project Coordinator's Name and Title: The person responsible for administering the project and the day-to-day contact for AOT. This individual is also responsible for submitting all necessary documentation throughout the year-long effort of this project and must be familiar with the specifics of the Marketing Cooperative, as well as the application submitted. Provide the Project Coordinator's telephone number, fax number, and e-mail address.
 - 4.1.6 Provide the tourism website that will be promoted in advertisements. Regional partnerships must have a website that promotes the region and each partner in an equitable manner.
 - 4.1.7 The fulfillment piece is the tourism brochure or visitor guide that will be mailed to people that inquire about the destination. Regional partnerships must have a fulfillment piece that promotes the region and each partner in an equitable manner.
 - 4.1.8 Refer to Section 1.1.4 for information on Regional Partnerships. List all Regional Partners in the designated box.
 - 4.1.9 Refer to Section 2 to determine if the application qualifies for subsidized rates.
 - 4.1.10 Signatures: The signatures on the application certify that the information on the form is correct to the best of the signatories' knowledge, and authorizes the participation in the Marketing Cooperative for FY 2015. Applications must bear the signatures of the Project Coordinator and the Administrative Official (the person authorized to commit the applicant to funding requested co-op opportunities). Both signatures are required to process the application. In some cases the Project Coordinator and the Administrative Official will be the same person.

4.2 Section B: The Marketing Cooperative Rate Sheet

The Marketing Cooperative allows participants to leverage their resources in partnership with AOT; and for qualified participants to receive subsidized rates of 50 percent for all pre-selected marketing opportunities listed on the Marketing Cooperative Rate Sheet (Attachment A Section B). Please reference the Marketing Cooperative FY 2015 Opportunity Profiles (Attachment C) for specifics regarding each opportunity.

The following outlines the process for making the Marketing Cooperative selections:

- 4.2.1 Check the box of every co-op opportunity requested. Participants shall select only one level of participation per opportunity. For example, if *Sunset* magazine May 2015 is selected, only one ad size shall be identified.
- 4.2.2 Prioritize each opportunity in order of importance. The maximum number of participants for each opportunity is identified on The Marketing Cooperative Rate Sheet.

- 4.2.3 Final selections will be awarded by AOT based on the applicant's selection priorities, availability of funds and availability of each opportunity. **All applicants may not receive every marketing opportunity requested.**
- 4.2.4 Sales and media missions have limited space. Applicants must demonstrate their commitment to participate by identifying the attendee, reserving the dates, and budgeting for travel and related costs.
- 4.2.5 Visitor intercept study participation is limited. The study requires a year-long commitment. Prior to starting the study, the community will meet with AOT and the study vendor to finalize the terms of the study and sign the contract. Prior to signing the contract, the community, AOT, or the study vendor has the opportunity to cancel the study. (See Attachment D)

The following information applies only to subsidized rate applicants:

- Publication costs identified on the Marketing Cooperative Rate Sheet are listed as net rates for all media placements. Participants will be billed directly by the publisher at half the net insertion cost.
- All ads must be received by AOT prior to the material deadline identified in the Marketing Cooperative Opportunity Profiles. E-mail the ad to Jamie Daer, Advertising Manager at jdaer@azot.gov. AOT approval for all ad creative is mandatory and may take up to 5 business days from the date of receipt.
- Due to the specific nature of the Marketing Cooperative, once opportunities are approved no changes or cancellations are allowed unless a publication or marketing opportunity is cancelled.

Note: If an ad is placed without prior written AOT approval, AOT will not be responsible to pay any portion of the ad cost. The full advertisement cost will be the responsibility of the Marketing Cooperative participant.

- 4.3 Section C: Supporting Documentation – the following elements must be included:
 - 4.3.1 Signed FY 2015 Affidavit in Support of Application (Attachment B). Applications submitted as a regional partnership must include a separate signed affidavit from each regional partner.
 - 4.3.2 Fulfillment piece that will be used for the destination in FY 2015. If the FY 2015 piece is unavailable please include the current fulfillment piece.

One (1) typed, signed, original application must be received by AOT at the address below no later than Friday, June 6th, 2014 at 5:00 p. m. The application is also available on-line at www.azot.gov under the Community Resources section. Handwritten applications or those submitted via fax or e-mail will not be accepted.

The Marketing Cooperative – FY 2015
 ATTN: Glenn Schlottman, Community Relations Manager
 Arizona Office of Tourism
 1110 W Washington Street, Suite 155
 Phoenix, AZ 85007

Late applications will not be accepted. Incomplete applications will be ineligible.

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

DEPARTMENT: Tourism

AGENDA ITEM: 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

Approved By:		Date:
Director:	Prince, Don	09/30/2014
City Manager:	McConnell, Craig	10/06/2014

Item Summary

This item requests the 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 in Prescott.

Background

Northern Arizona University last conducted a Visitor Study for Prescott in 2008-2009, developing visitor profiles, visitation habits, and the financial benefit to the Prescott economy. This study was paid for by the Arizona Office of Tourism. Due to budget cuts at the Arizona Office of Tourism, no follow-up studies have been undertaken since 2009, despite significant economic and other changes in the tourism industry.

For Fiscal Year 2015, the Arizona Office of Tourism (AOT) included Visitor Studies as part of their Marketing Cooperative for rural communities, allowing AOT to share half of the cost of a Visitor Study with each selected community.

The City of Prescott requested, and was subsequently confirmed by the Arizona Office of Tourism, for a Visitor Study to be conducted by Northern Arizona University starting this month (October 2014). The study will extend for twelve months.

The Arizona Office of Tourism (AOT) as part of the Marketing Cooperative Program, is offering visitor intercept studies as a research option with the intention of improving marketing intelligence.

A visitor is defined by AOT as someone who has traveled 50 or more miles to a

Agenda Item: 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

community. The Arizona Hospitality Research & Resource Center (AHRRC), a unit of the Center for Business Outreach in the W.A. Franke College of Business at Northern Arizona University (NAU), will provide qualified personnel and materials to perform a visitor intercept study of Prescott.

The purpose of this study is to gather current information about visitors, enabling the City to create or update visitor profiles to help guide targeted marketing and product development.

Surveys will be conducted at popular tourist attractions and accommodations to maximize participation. These sites are listed below and subject to change.

- Visitor Center
- Hotels
- Prescott's trail system
- Sharlot Hall Museum
- Watson Lake
- Lynx Lake
- Bashford Court shopping center

NAU/AHRRC developed unique visitor survey instruments, in consultation with the City and AOT staff, endeavoring to ensure that data gathering is consistent with standard state and national survey categories, as well as previous surveys for comparison and trending purposes.

Financial Impact

The total cost of the study is \$10,000.00, to be shared equally by the Arizona Office of Tourism and the City. The City portion of funding (\$5,000.00) will be provided from the Transient Occupancy (Bed) Tax as part of the \$290,000.00 allocated for Tourism Marketing, approved by Council on August 26, 2014.

Attachments

1. Resolution No. 4258-1467
2. Memorandum of Understanding with NAU and AOT for Visitor Study

Recommended Action: MOVE to adopt Resolution No. 4258-1467.

RESOLUTION NO. 4258-1467

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA OFFICE OF TOURISM AND NORTHERN ARIZONA UNIVERSITY TO CONDUCT A VISITOR STUDY OF PRESCOTT.

RECITALS:

WHEREAS, the Council of the City of Prescott ("City") wishes to enter into a Memorandum of Understanding ("MOU") with The Arizona Office of Tourism ("AOT") and Northern Arizona University ("NAU") to conduct a visitor study of Prescott; and

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

WHEREAS, all parties to the MOU will cooperatively work together to produce a comprehensive visitor study that will outline visitor profiles, visitation habits and financial impact of visitors to Prescott; and

WHEREAS, entering into a MOU with AOT and NAU for the production of a cooperative visitor study of Prescott will be in the best interests of the health, safety and welfare of the City.

ENACTMENTS:

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

Section 1. THAT, the City Council hereby approves the MOU with AOT and NAU to conduct a comprehensive visitor study of Prescott.

Section 2. THAT, the Mayor and staff are hereby authorized to sign the MOU.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney



Memorandum of Understanding

Between Arizona Office of Tourism (AOT), City of Prescott and Northern Arizona University (NAU)

This Memorandum of Understanding (MOU) defines the cooperation between the Arizona Office of Tourism, the City of Prescott and NAU to conduct a visitor study of Prescott, and the coordination of all parties involved in the visitor study process.

All parties propose to work together to produce a comprehensive visitor study that will outline visitor profiles, visitation habits, and the financial impact.

This MOU shall include, but not be limited to, exchanges of information, and coordinated planning with all parties involved until the completion of the visitor study.

1. Purpose

The visitor study consists of a year-long intercept survey distributed to visitors at designated places in the communities. The survey will be administered partly by employees/owners at the distribution locations. Following the collection of the survey, the data will be compiled, analyzed and a report will be created by NAU. The study will conclude with a presentation by NAU to community leaders.

Upon release of the final report, all information contained in the report will be public information.

2. Responsibilities

The Arizona Office of Tourism shall:

- Review the survey instrument and survey locations.
- Work with all parties throughout the study to assure its successful completion.
- Facilitate a meeting between local officials and NAU once the study is complete.

Funding for the survey is conditional upon the availability of funds. If funds are not allocated and available for the continuance of the survey, the Arizona Office of Tourism may terminate the survey at the end of the period for which funds are available.

The City of Prescott shall:

- Identify local points-of-interest and accommodations as survey locations.
- Arrange for NAU to conduct survey training for all of the surveyors involved.
- Distribute blank surveys to survey locations and notify survey locations of collection dates.
- Collect completed surveys for submittal to NAU on a schedule determined by NAU.

NAU shall:

See the attached Scope of Work.

3. Payments

The total cost of the study is \$10,000. The City of Prescott will pay \$5,000 at the beginning of the study, and AOT will pay \$5,000 upon completion of the study.

4. Timeline

- Surveying will take place over a 12 month period and shall start no earlier than September 1, 2014 and no later than October 31, 2014.
- Quarterly reports will be provided to the City of Prescott one month after each the last surveys of each quarter are collected.
- The final report and presentation will be delivered two months after the last surveys are collected.

5. Terminations and/or Modifications

Surveying shall begin by October 31, 2014 or the study will terminate. Modifications to this agreement can be made only if all parties agree to the changes. This MOU shall become effective for all parties upon signature below.

6. Signatures

The person(s) executing this MOU on behalf of the organization hereby represent and warrant they have the right, power, legal capacity and appropriate authority to enter into this MOU.

City of Prescott

Arizona Office of Tourism

Northern Arizona University

Signature *Date*

Signature *Date*

Signature *Date*

Don Prince
Type Name

Karen Churchard
Type Name

Cheryl Cothran, Ph.D
Type Name

Director
Title

Assistant Deputy Director
Title

Director
Title

**Northern Arizona University Scope of Work
For
City of Prescott Visitor Intercept Study**

I. Introduction and Purpose

The Arizona Office of Tourism (AOT) as part of the Marketing Cooperative program is offering visitor intercept studies as a research option with the intention of improving marketing intelligence. A visitor is defined by AOT as someone who has traveled 50 or more miles to a community.

The Arizona Hospitality Research & Resource Center (AHRRC), a unit of the Center for Business Outreach in the W.A. Franke College of Business at Northern Arizona University (NAU), will provide qualified personnel, quality services and materials in the performance of the following scope of work for a visitor intercept study of Prescott. The purpose of this study is to gather current information about visitors to these communities, which will allow the City of Prescott to create or update visitor profiles to help guide targeted marketing, product development, and reports to the communities on the impact of tourism.

II. Scope of Work

1. Survey sites

Surveys will be conducted at popular tourist attractions and accommodations to maximize participation. These sites are listed below and subject to change.

- Visitor Center
- Hotels
- Prescott City Trails
- Sharlot Hall Museum
- Watson Lake
- Lynx Lake
- Bashford Courts Shopping Center

2. Questionnaire design

The NAU/AHRRC developed unique visitor survey instruments, in consultation with City of Prescott and AOT staff, endeavoring to ensure that these forms are consistent with standard state and national survey categories and with any previous visitor surveys for comparison and trending purposes. This survey tool is included in Addendum A.

- Survey instrument created in Teleform™ scanning software for rapid and accurate data capture and analysis, with survey categories to parallel those in prior surveys;
- Survey instrument created in Qualtrics™ E-Survey software. If any collection site has an email list of visitors, that site could opt to send an E-survey following their visit. In order to get a good response rate, these sites should generally offer some kind of valuable incentive to entice the guest to complete the survey after their visit (e.g., drawing, raffle);

3. Preparation and distribution of survey materials

NAU/AHRRC shall:

- prepare a sampling plan and distribution schedule, with projected numbers of surveys to be collected each month, by site;
 - NAU/AHRRRC shall print and provide sufficient paper survey forms to collection sites (NAU/AHRRRC prefers to print to maintain quality necessary for accurate scanning);
 - NAU/AHRRRC shall provide postage-paid return envelopes to all survey collection sites to mail completed forms back to NAU/AHRRRC.
4. Sampling plan
NAU/AHRRRC shall distribute and collect survey materials as identified in the sampling plan, (Addendum B).
5. Staff training & orientation, data collection
NAU/AHRRRC shall provide training sessions to local collection site staff distributing surveys on how to approach guests and how to select guests to obtain a random sample.
6. Data coding, cleaning and analysis
NAU/AHRRRC shall:
- clean, scan and enter all data from completed survey forms into Teleform software;
 - review for accuracy all data entered into Qualtrics E-survey software.
7. Preparation of final report
NAU/AHRRRC shall:
- Analyze and create all data tables using the SPSS software package;
 - Combine any data collected from Qualtrics software with the Teleform database;
 - Provide quarterly data tables to the City of Prescott so they can see the progress;
 - Extract spending data from surveys to determine the economic impact of tourism (including origin, party size, length of stay, expenditures for lodging, food, amusements and retail, etc.);
 - Determine, using the nationally-recognized IMPLAN input/output economic model, the total annual economic impact of visitation to the community, consisting of direct, indirect, induced effects.
8. Deliverables
NAU/AHRRRC shall:
- Create a Final Report (narrative) of all findings, including an Executive Summary;
 - Print and submit an electronic (pdf) copy and at least three printed and bound copies of the Final Report to the City of Prescott and AOT;
 - Create a PowerPoint presentation of the Final Report.

III. Project Team Roles and Responsibilities

1. NAU/AHRRRC Research Team
- *Cheryl Cothran, Ph.D.*, Director, Arizona Hospitality Research & Resource Center (AHRRRC)
Responsibilities include overall project management, research design, budget management, initial meeting with community members, survey design, report writing, communication with community stakeholders and with AOT, presentation of final report/Powerpoint.
 - *Thomas E. Combrink, M.S.*, Senior Research Specialist, AHRRRC
Responsibilities include creation of survey sampling plan, distribution and training community participants in survey sampling, monthly follow-up with community stakeholders and reports of

progress, creation of quarterly data tables, data analysis and table creation in SPSS, report preparation.

- *Jeffrey Peterson, MBA*, Research Associate, AHRRC
As an IMPLAN-trained expert, responsibilities include development of IMPLAN economic impact analysis for each community.
- *Melinda Bradford, B.S.*, Research Specialist, AHRRC
Responsibilities include creation of survey forms in Teleform and Qualtrics, oversight of survey scanning (e.g., students); tracking of surveys received/site and monthly follow-up with community stakeholders on progress toward goals, assistance with final report preparation.

The NAU/AHRRC Research Team shall:

- Work with the City of Prescott to conduct survey training for all of the surveyors involved;
- Distribute blank surveys to survey locations and notify survey locations of collection dates;
- Provide monthly tallies to the survey sites and community tourism leaders of numbers of surveys collected per site and progress toward goals;
- Provide quarterly tables of all survey data (so the community can monitor survey results without having to wait until the end of the project), and;
- Provide deliverables (as outlined in Section II. 8).

Budget

Budget Items--Community collects data	Cost
Salaries (faculty and students incl. fringe)	\$7000
Travel (may vary depending on location)	\$500
Data collection (copy and postage or tablets--may vary depending on data collection method and number of sites)	\$1590
Sub-Total	\$9090
Admin Fee (10%)	\$910
Total	\$10,000

IV. Timeline

- Surveying will take place over a 12-month period and shall start no earlier than September 1, 2014 and no later than October 31, 2014.
- Quarterly reports will be provided to the City of Prescott one month after each the last surveys of each quarter are collected.
- The final report and presentation will be delivered two months after the last surveys are collected.

Addendum A

PRESCOTT VISITOR STUDY

Hello! Welcome to Prescott. We appreciate your time in contributing to our visitor survey.
Please complete and return it to the surveyor. Your responses will be held in the strictest confidence and results will be analyzed so your answers on any single question can't be identified.

Please indicate the current month: ☐ January ☐ March ☐ May ☐ July ☐ September ☐ November
☐ February ☐ April ☐ June ☐ August ☐ October ☐ December

1. How did you hear about Prescott? Mark all that apply.

☐ Newspaper ☐ Radio ☐ Online/Website ☐ Word-of-mouth ☐ Other, list:
☐ Magazine ☐ TV ☐ Social Networking Sites ☐ Been here before

2. Is Prescott the primary destination of your trip?

☐ Yes ☐ NoIf not, what location is the primary destination of your trip?

3. Is this your first trip to Prescott?

☐ Yes ☐ NoIf not, how many times have you visited in the past year?

4. Please mark all the following communities you plan to visit on this trip.

☐ Camp Verde ☐ Dewey-Humboldt-Mayer ☐ Jerome ☐ Prescott Valley
☐ Clarkdale ☐ Flagstaff ☐ Las Vegas NV ☐ Sedona
☐ Cottonwood ☐ Grand Canyon ☐ Phoenix Metro ☐ Wickenburg

5. Indicate the primary purpose of your current visit to Prescott. Mark only ONE.

☐ Business/Conference ☐ Stay in Second Home/Residence
☐ Just Passing Through ☐ Vacation/Leisure
☐ Outdoor Recreation ☐ Other

6. Indicate the item that best describes your primary mode of transportation. Mark only ONE.

☐ Private auto ☐ RV/Camper ☐ Tour bus ☐ Shuttle Co.
☐ Rental car ☐ Motorcycle ☐ Air Service ☐ Other, define:

7. Is this trip to Prescott? ☐ A day trip only

☐ An overnight trip If staying overnight, how many nights:

8. If staying overnight in Prescott, what type of lodging are you using? Mark all that apply.

☐ Hotel/Motel ☐ Campground/RV Park ☐ Other, define:
☐ Bed & Breakfast ☐ Second Home
☐ Timeshare Property ☐ Home of Friends/Family

9. If your permanent residence is in the U.S. please write in your 5-digit ZIP-CODE

If you are not from the U.S. please list your Country of Origin:

10. Please estimate as closely as possible the amount of money your travel party is spending per DAY in PRESCOTT for the following categories in U.S. dollars with NO decimal places. (Example 92 not 92.00)

Please tell us the number of people these expenses cover.

Lodging/camping \$
Restaurant & grocery \$
Transportation (incl gas) \$
Shopping/souvenirs \$

Recreation/Tour/
Entrance /Permit fees \$
Other \$

Define Other:

11. Tell us which of the following attractions/activities you have or will visit/participate in during this visit to Prescott. (Mark all that apply)

Local Venues:

- ☐ Attending a meeting
- ☐ Attending an event or festival (specify):
- ☐ Casinos (Bucky's/Yavapai)
- ☐ Courthouse Plaza
- ☐ Dining out
- ☐ Historic Downtown Prescott
- ☐ Nightlife/Whiskey Row
- ☐ Prescott Gateway Mall
- ☐ Shopping
- ☐ Blank
- ☐ Blank2

Outdoor Recreation:

- ☐ Bird watching or wildlife viewing
- ☐ Boating, canoeing, or kayaking
- ☐ Camping or RV stay
- ☐ Fishing area lakes
- ☐ Golfing
- ☐ Hiking or walking trails
- ☐ Horseback riding
- ☐ Mountain or road biking
- ☐ Rock climbing/bouldering
- ☐ Sports tournament
- ☐ Blank3
- ☐ Blank4

Arts/Culture/Science/History:

- ☐ Heritage Park Zoological Sanctuary
- ☐ Highlands Center for Natural History
- ☐ Performing arts/Musical venue
- ☐ Phippen Museum of Western Art
- ☐ Sharlot Hall Museum
- ☐ Smoki Museum
- ☐ Visiting galleries/4th Friday Art Walk

Public Lands:

- ☐ City of Prescott Parks & Recreation Site
- ☐ Goldwater, Willow, or Watson Lake
- ☐ Lynx Lake
- ☐ Mile High Trail System (Prescott Circle Trail, Greenways Trail)
- ☐ Prescott National Forest lands
- ☐ Blank5

☐ Any Other (define):

12. On a scale of 1 to 10 where one is Low and ten is High, please indicate your overall satisfaction with your experience in Prescott.

Low 1 2 3 4 5 6 7 8 9 10 High
☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Finally, we have some questions about your travel party that will help us understand more about you.

13. What is your gender? ☐ Female ☐ Male

In what year were you born? 19

14. How many people including yourself are in your travel party?

Number of: Women Men Children under 18

15. Who is traveling with you on this trip? ☐ Family Only ☐ Family and Friends ☐ Organized Group
Mark only one ☐ Friends Only ☐ Nobody, traveling alone ☐ Business Associates

16. Which of the following categories best describes your annual household income?

- ☐ Less than \$40,000 ☐ \$80,000 to \$99,999 ☐ \$140,000 to \$159,999 ☐ \$200,000 or higher
- ☐ \$40,000 to \$59,999 ☐ \$100,000 to \$119,999 ☐ \$160,000 to \$179,999
- ☐ \$60,000 to \$79,999 ☐ \$120,000 to \$139,999 ☐ \$180,000 to \$199,999

Thank You For Taking The Time To Complete The Survey!

5362141855

Addendum B

Prescott Visitor Study September 2014 -2015

	Visitor Center	Sharlot Hall Museum	Hassayampa Inn	Watson Lake (City)	Lynx Lake (PNF)	Prescott City Trails (TBD)	Spring Hill Suites	Bashford Courts Shopping Center	Gateway Mall Concierge	Total
September	45	15	30	10	10	5	30	10	10	165
October	30	10	20	5	5	5	20	5	10	110
November	30	10	20	5	5	5	20	5	10	110
December	30	10	20	5	5	5	20	5	10	110
January	30	10	20	5	5	5	20	5	10	110
February	30	10	20	5	5	5	20	5	10	110
March	45	15	30	10	10	5	30	10	10	165
April	45	15	30	10	10	5	30	10	10	165
May	45	15	30	10	10	5	30	10	10	165
June	45	15	30	10	10	5	30	10	10	165
July	45	15	30	10	10	5	30	10	10	165
August	45	15	30	10	10	5	30	10	10	165
Site Total	465	155	310	95	95	60	310	95	120	1705

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

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: 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)

Approved By:

Date:

Director:	Miller, Stephanie	10/02/2014
City Manager:	McConnell, Craig	10/06/2014

Item Summary

The Facilities Management Division is requesting authorization to purchase a 175,000 BTU waste oil heater for the small mechanic bays in the Fleet Maintenance Facility. Clean Burn heaters are EPA approved for the disposal of used oil by using the oil as a heating source.

Item Background

Energy conservation and sustainability are core functions of effective facilities management and important goals of the City of Prescott. The use of waste oil heaters is a cost effective way to dispose of used oil in an environmentally approved manner, while creating a sustainable system to efficiently heat buildings.

In February 2013, Council approved the purchase of a used Clean Burn waste oil heater for heating the ten large vehicle bays in the Fleet Maintenance Facility. This heater has realized the anticipated savings that had been projected in that natural gas costs for the facility for December through February are down almost 50% from \$12,064 in 2013 to \$6,112 in 2014.

The Fleet Maintenance Facility produces enough waste oil to supply both heaters during the three coldest winter months. The proposed 175,000 BTU unit is new equipment and comes with 10-year or 15,000 hours warranty for the heat exchanger/combustion chamber.

Agenda Item: 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)

Facilities Management contacted three vendors to request proposals for waste oil heaters to include equipment cost, factory installation, tax and freight. Three quotes were received with only Clean Burn providing factory installation services.

Vendor	Location	Amount (including tax)
Clean Burn Energy Systems	Phoenix, Arizona	\$11,997.71
Lanair	Janesville, Wisconsin	Non-responsive
Econo Heat	Spokane, Washington	Non-responsive

Based upon the results, award to Clean Burn Energy Systems as the lowest responsive quote is recommended. Lanair and Econo Heat provide only the heater; no installation is provided. The tax included is construction sales tax that will be paid to the City.

Financial Impact

Funding of \$11,997.71 for this budgeted FY15 item is available in the Facilities Maintenance Fund.

Attachment

1. Clean Burn Energy Systems Quote dated September 04, 2014.

Recommended Action: **MOVE** to approve the purchase of one (1) ea. 175,000 BTU waste oil heater from Clean Burn Energy Systems in the amount of \$11,997.71 (Facilities Maintenance Fund).



INSTALLATION GUIDE

Telephone: 800-824-4115 • Fax: 888-626-7843

No 31271

DATE 9/4/14 (Revised)

Basic installation will include up to 80' of oil pressure line, 15' of oil suction line, 80' of air line, air regulator/moisture trap, all air and oil line fittings, hanging of furnace with angle iron and threaded rod, stove pipe with clean out tee from furnace to insulated chimney, labor and training for operation and maintenance procedures.

CUSTOMER: City of Prescott

ADDRESS: 433 N Virginia St, Prescott, Az 86301

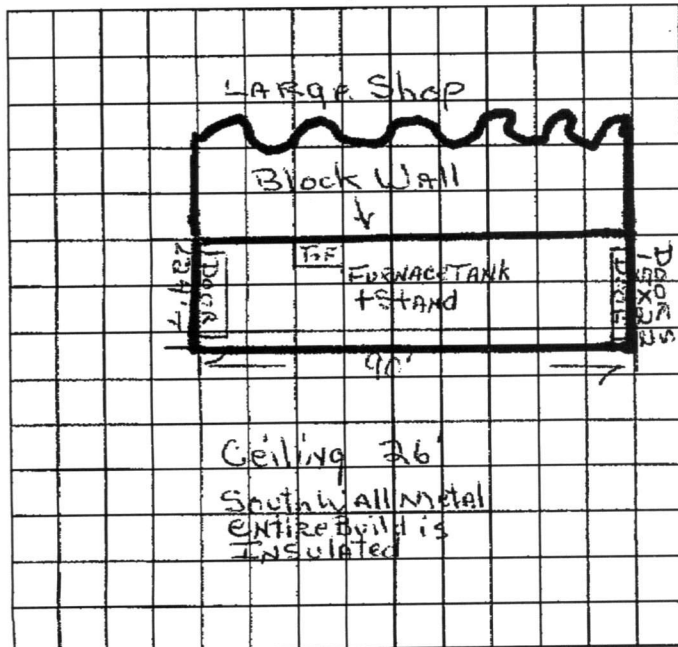
CONTACT: Mic Fenech (Field+Facilities Services) PHONE: 928-777-1201

EQUIPMENT: CB1750 w/Tank+Stand TANK 250gal. SALES REP: Gary East

AREA TO HEAT:	LENGTH: 90'	WIDTH: 24'	HEIGHT: 26'	CEILING FANS: No
ROOF PITCH:	FLAT	LOW SLOPE	STEEP	QUANSIT STYLE
ROOF TYPE:	METAL	RUBBER	TAR/GRAVEL	OTHER:
CHIMNEY LENGTH:	THROUGH WALL	THROUGH ROOF	Heavy Corrugated	
TRUSS STYLE:	Steel	CEILING w/ATTIC:		Y (N)
APPROX. DISTANCE BETWEEN FLOOR AND BOTTOM OF FURNACE: 16'-18'				
FURNACE MOUNTING:	CEILING HUNG	STAND	TANK W/BRACKETS	
TANK SIZE:	INDOOR 250gal	OUTDOOR	FT. FROM BLDG: N/A	
AIR SOURCE:	AT SHOP COMPRESSOR	CLOSEST	DSI COMPRESSOR	

On drawing below please place (T) for Tank, (E) for Existing Furnace, (F) for Furnace (proposed location), (A) for Air Source, and (P) for Pump Location.

DRAWING:



- (1) Need 24V for Thermostat Control
- (2) Air Requires 2.0 CFM @ 20 PSI.
- (3) Electrical Requires 115V AC 60 HZ Single Phase 20A

Equipment

- 1EA 1750 CF CLEAN BURN DRAIN OIL FURNACE
- 1EA 250gal TANK w/Stand
- 1EA Chimney Kit w/ Stovepipe

Installation = \$2100.00

Freight = \$700.00

Total Cost of Equipment = \$8,460.00

Tax = \$737.21

Total Job = \$11,997.21

*See Attached WARRANTY Sheet

Customer will provide electrical AND Air required.

CAN City of Prescott furnish scissor lift for chimney installation AND roof work / otherwise there will be a charge for a rental lift.

Initial

NOT INCLUDED UNLESS SPECIFIED: Electrical, used oil storage tank, tank venting, stand for mounting furnace, compressor, insulated stainless steel chimney, trenching, permits and oil testing.

**SALES PROPOSAL**

Telephone: 800-824-4115 • Fax: 888-626-7843

City of PrescottDate 9/4/14 (Revised)433 N Virginia St.Prescott, Az 86301P 928-777-1201Fax 928 771- 5929Clean Burn Multi Oil Furnace Model CB1750CF FURNACE W/250gal TANK+STAND

Complete with: remote oil transfer pump, washable 100 micron oil filter, brass check valve, vacuum and pressure gauges, barometric damper, wall mounted thermostat, and manual.

Insulated Stainless Steel Chimney ✓Installation as per Basic Installation Guide N° ✓See Installation Guide # 31271Total Job \$ 11,997.21Terms: Deposit 20% = \$2399.44 Check to D.S.I Recycling
Remainder to be paid within 15 day After Completion
of Job.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Failure to pay this contractor or those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429, RSMO. Applicable taxes extra.

Proposed by:

Accepted by:

Date Accepted:

Gary East

DSI

Authorized Signature

Note: This proposal may be withdrawn if not accepted within 45 days.

Source: _____



Multi Oil Heating Systems - "Proven quality and dependability since 1979"

HYCCT



WARRANTY INFORMATION

Clean Burn, LLC, MANUFACTURER, hereby warrants that MANUFACTURER's furnaces shall be free from defect in material and workmanship under normal use according to the provisions and limitations herein set forth.

MANUFACTURER warrants the heat exchanger/combustion chamber for a period of ten (10) years or 15,000 hours, whichever comes first, from the date of purchase by the original purchaser, as follows:

If the defect occurs within the first ten (10 years or 15,000 hours, whichever comes first), Clean Burn will replace or repair the heat exchanger/combustion chamber.

MANUFACTURER warrants all other Clean Burn component parts, including the energy retention disk, for a period of one (1) year from the date of purchase by the original purchaser.

LIMITATIONS:

The obligation of MANUFACTURER for breach of warranty shall be limited to products manufactured by MANUFACTURER, (1) that are installed, operated and maintained according to MANUFACTURER's instructions furnished and/or available to the purchaser upon request; (2) that are installed according to all other applicable Federal, State and local codes or regulations; and (3) that the purchaser substantiates were defective in material and workmanship notwithstanding that they were properly installed and correctly maintained as set forth above and were not abused or misused. The MANUFACTURER may request service records or require photos of the installation or defect.

The obligation of MANUFACTURER shall be limited to replacing or repairing the defective product, at the option of the MANUFACTURER. MANUFACTURER shall not be responsible for any labor or costs or removal or reinstallation of its products and shall not be liable for transportation costs to and from its plant at Janesville, Wisconsin.

Use of parts for modification or repair of the product or any component part thereof not authorized or manufactured by MANUFACTURER specifically for such product shall void this warranty.

This warranty shall not apply to any damage to or defect in any of MANUFACTURER's products that is directly or indirectly caused by (1) *force majeure*, Act of God or other accident not related to an inherent product defect; or (2) abuse, misuse or neglect of such product, including any damage caused by improper assembly, installation, adjustment, service, maintenance or faulty instruction of the purchaser.

Other than as expressly set forth hereinabove, MANUFACTURER makes no other warranty, express or implied, with respect to any of MANUFACTURER's products, including but not limited to any warranty of merchantability or fitness for a particular purpose.

And in no event shall MANUFACTURER be responsible for any incidental or consequential damages of any nature suffered by purchaser or any other person or entity caused in whole or in part by any defect in any of MANUFACTURER's products. Any person or entity to whom this warranty extends and who claims breach of warranty against MANUFACTURER must bring suit thereon within one year from the date of occurrence of such breach of warranty or be forever barred from any and all legal or other remedies for such breach of warranty.

MANUFACTURER is not responsible for and hereby disclaims any undertaking, representation or warranty made by any dealer, distributor or other person that is inconsistent with or in any way more expansive than the provisions of this limited warranty.

This warranty grants specific legal rights and shall be read in conformity with applicable state law. In some jurisdictions, the applicable law mandates warranty provisions that provide greater legal rights than those provided for herein. In such case, this limited warranty shall be read to include such mandated provisions; and any provision herein that is prohibited or unenforceable in any such jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and without affecting the validity or enforceability of such provision in any other jurisdiction(s).

May 1, 2012

CLEAN BURN

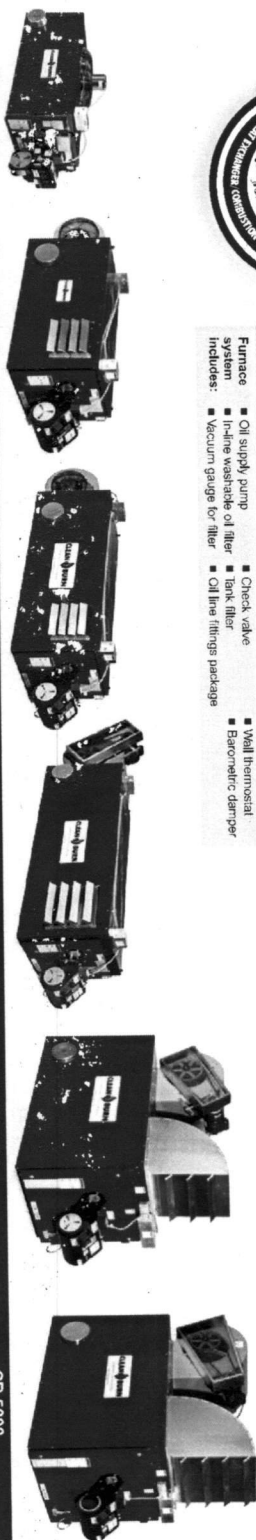
The #1 Waste Oil Furnace
In Customer Satisfaction



VERSATILE WASTE OIL HEATING TECHNOLOGY

- Furnace system
- Oil supply pump
- In-line washable oil filter
- Vacuum gauge for filter
- Check valve
- Tank filter
- Oil line fittings package
- Wall thermostat
- Barometric damper

8 ft. figure
shown for scale



	CB-140	CB-1750	CB-2500	CB-3250	CB-3500	CB-5000
*Maximum BTU/hour	140,000 (41 kW)	175,000 (51.25 kW)	250,000 (73 kW)	325,000 (95.3 kW)	350,000 (102 kW)	500,000 (146 kW)
*Maximum oil consumption	1.0 GPH (3.8 L/h)	1.2 GPH (4.54 L/h)	1.7 GPH (6.4 L/h)	2.1 GPH (7.91 L/h)	2.5 GPH (9.5 L/h)	3.6 GPH (13.6 L/h)
Fuels	Used oils: Crankcase, ATF, hydraulic Fuel oils: #2, #4, and #5 fuel oil					
Air flow output (CFM)	Unit heater 2000 Axial fan Furnace cannot be ducted	Unit heater 1700 Central furnace (ducted) 0.25 SPWC (in.) 1500 0.30 SPWC (in.) 1400	Unit heater 2700 Central furnace (ducted) 0.25 SPWC (in.) 2500 0.40 SPWC (in.) 2400	Unit heater 3300 Central furnace (ducted) 0.25 SPWC (in.) 3150 0.40 SPWC (in.) 2900	Unit heater 4200 Central furnace (ducted) 0.25 SPWC (in.) 4000 0.40 SPWC (in.) 3900	Unit heater 5500 Central furnace (ducted) 0.25 SPWC (in.) 5200 0.40 SPWC (in.) 5100
*Air compressor req'd	2.0 CFM @ 20 PSI (3.4 m ³ /h @ 1.4 bar)	2.0 CFM @ 20 PSI (3.4 m ³ /h @ 1.4 bar)	2.0 CFM @ 20 PSI (3.4 m ³ /h @ 1.4 bar)	2.0 CFM @ 20 PSI (3.4 m ³ /h @ 1.4 bar)	2.0 CFM @ 25 PSI (3.4 m ³ /h @ 1.7 bar)	2.5 CFM @ 25 PSI (4.25 m ³ /h @ 1.7 bar)
Stack size	6 inch dia. (152.4mm dia.)	8 inch dia. (203mm dia.)	8 inch dia. (203mm dia.)	8 inch dia. (203mm dia.)	8 inch dia. (203mm dia.)	10 inch dia. (254mm dia.)
Furnace dimensions, assembled L x W x H (inches) (millimeters)	45" L x 28" W x 20" H (1143 x 711.2 x 508)	83 x 29.25 x 31.5 (2190 x 743 x 787)	103.25 x 29.25 x 31.5 (2623 x 743 x 787)	121" L x 31.25 W x 35 H (3073 x 794 x 889)	74 x 35 x 61 (1880 x 889 x 1549)	78 x 38 x 73 (1981 x 965 x 1845)
Approx. weight (Unrated furnace system)	300 pounds (136.07 kg)	406 pounds (182.7 kg)	509 pounds (229.1 kg)	641 pounds (288.7 kg)	836 pounds (376.2 kg)	1036 pounds (466.2 kg)
Electrical requirements	115 VAC 60 Hz, single phase 20 A circuit breaker	115 VAC 60 Hz, single phase 20 A circuit breaker	115 VAC 60 Hz, single phase 30 A circuit breaker	115 VAC 60 Hz, single phase 30 A circuit breaker -or- 230 VAC 60 Hz, single phase 20 A circuit breaker	230 VAC 60 Hz, single phase 30 A circuit breaker	230 VAC 60 Hz, single phase 30 A circuit breaker

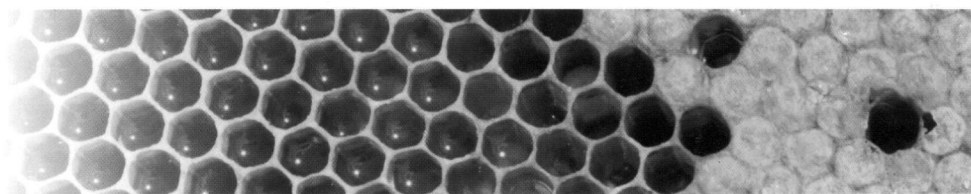
*Values indicated above are nominal. Actual values will vary depending on fuel and installation.

Clean Burn, LLC. 4109 Capital Circle, Janesville, WI USA 53546 1-800-331-0183 Fax: 717-656-0952 www.CleanBurn.com



ENERGY SYSTEMS

The World Leader In Used-Oil
Heating Systems™



The Convenient Installation & Storage Solution

Used-Oil Recycling Center

Storage and Heating System

The Clean Burn Recycling Center is a self-contained, on-site recycling and heating system that lets you store and burn used oil conveniently and efficiently.

The Recycling Center works in tandem with a range of Clean Burn used-oil furnaces, from the CB-1400 through the CB-2500.*

The storage tank holds 250 gallons to supply the furnace mounted just above.

Your Clean Burn Distributor is an expert at system selection and installation planning. Don't settle for less than Clean Burn, the industry gold standard.



The first choice for efficiency, reliability and return on investment.

- UL-listed 250 gallon storage tank
- Metering pump supplies the correct oil flow rate to the burner regardless of oil type or viscosity; ideal for both indoor and outdoor tank installations, where cold can affect oil flow
- Optional air compressor kit, funnel kit, filter drain rack kit
- All components easily accessible for easier maintenance
- Four-position furnace mounting provides maximum flexibility for heat flow (for CB-1400 only)

(8" diameter chimney pipe not included. 115-volt, 15-amp electrical line required.)

*NOTE: Furnace is not included with the Recycling Center and must be ordered separately.



Clean Burn is a strong advocate of environmental protection and energy conservation. Our multi-oil heating systems, storage tanks and recycling centers eliminate extra handling and transportation of used oils and, consequently, help avoid the possibility of used oils entering our water supplies.

The convenient solution for storing and heating with used oil

When used in combination with a Clean Burn furnace, a state-of-the-art Clean Burn Recycling Center is the ideal system for collecting, storing and generating heat recovered from used oils. The Clean Burn Recycling Center works with most Clean Burn used-oil furnace models and includes a 250 gallon storage tank.

A Clean Burn Recycling Center makes oil handling and free heat generation easier because it combines the tank and furnace in one convenient unit complete with all vents, connectors, brackets, mounting plates and wiring harnesses.

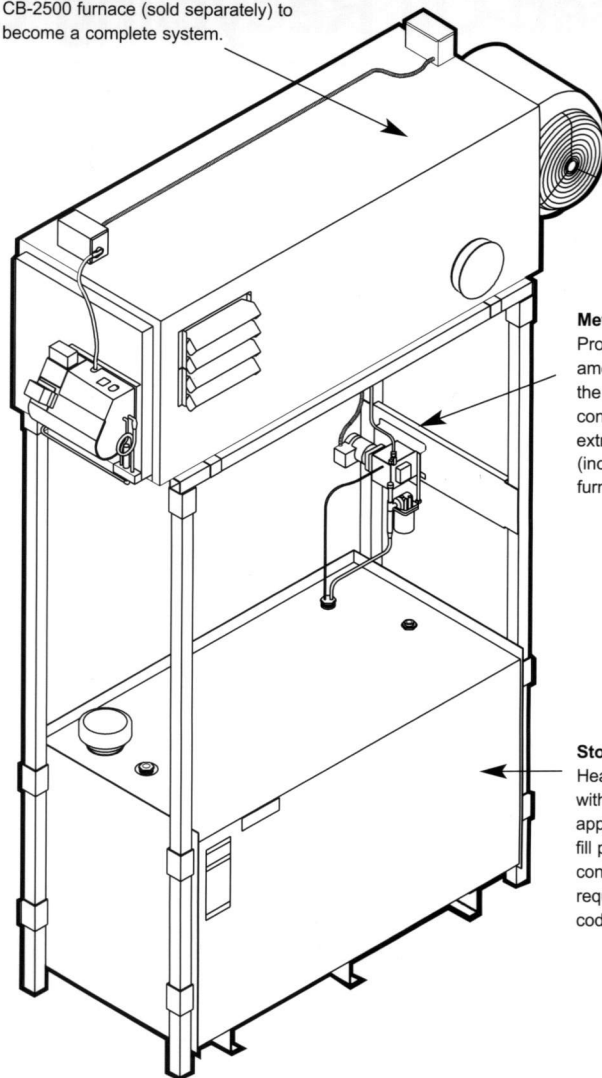
Your Clean Burn Distributor is a qualified expert in system selection, installation and service, and will make sure you get the system that is perfect for your facility.

- Designed from the ground up as a complete, self-contained heating and recycling system for used oils, including crankcase, ATF and hydraulic oils
- Accommodates most Clean Burn furnaces
- UL listed 250 gallon tank
- Simplifies furnace installation
- Optional funnel kit, filter drain rack kit and air compressor kit
- Government purchasing: GS-07F-5357P



Clean Burn Furnace

The Clean Burn Recycling Center accommodates a CB-1400, CB-1750 or CB-2500 furnace (sold separately) to become a complete system.



Metering Pump
Provides the proper amount of oil to the furnace in all conditions, even extreme cold. (included with furnace)

Storage Tank
Heavy duty tank with all the appropriate vents, fill ports and connections required to meet code regulations.

Approximate system dimensions with Clean Burn furnace installed:

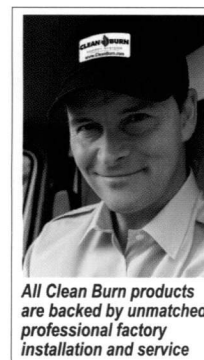
CB-1400	140,000 BTU/hr	65"L x 46"W x 125"H	1651 x 1168 x 3175 mm
CB-1750	175,000 BTU/hr	83"L x 29 1/4"W x 124" H	2108 x 743 x 3150 mm
CB-2500	250,000 BTU/hr	103"L x 29 1/4"W x 124" H	2616 x 743 x 3150 mm

CLEAN BURN

ENERGY SYSTEMS

The World Leader In Used-Oil Heating Systems™

34 Zimmerman Road
Leola, PA USA 17540-1958
1-800-331-0183 Fax: 717-656-0952
www.CleanBurn.com



All Clean Burn products are backed by unmatched professional factory installation and service

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

DEPARTMENT: Finance

AGENDA ITEM: Approval of annual ESRI Geographic Information System (GIS) software support and maintenance in an amount not to exceed \$17,000.00

Approved By:

Date:

Director:	Woodfill, Mark	09/24/2014
City Manager:	McConnell, Craig	10/03/2014

Item Summary

This item is for support and maintenance of ESRI GIS software packages including: ArcGIS Desktop, Spatial Analyst, 3D Analyst, ArcPad, and ArcGIS Server. These software systems are used by the GIS section to edit, process, and distribute GIS data to all internal and external customers.

Background

ESRI software is the GIS standard throughout the world. This product enables efficient data sharing among other agencies in the region, such as Yavapai County and neighboring municipalities and outside engineering firms which need mapping infrastructure for design of City projects.

The service agreement provides the latest software releases, service packs and patches, unlimited phone support, and access to online customer resources for the one-year period from October 29, 2014, through October 28, 2015.

Financial Impact

The annual cost is budgeted as Information Technology Software Maintenance and allocated across the City organization. The total amount of this procurement will be determined by the applicable taxes, but on no account will exceed \$17,000.00.

Attachments

1. Quote

Recommended Action: **MOVE** to approve the annual GIS software support and maintenance by ESRI in an amount not to exceed \$17,000.00.



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/24/2014
To: Catherine Moody
Organization: City of Prescott
Information Technology
Fax #: 928-777-1174 **Phone #:** 928-777-1309

From: Nicole Scott
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1232
Email: nscott@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25640901
Document Date: 07/24/2014

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1232
Fax #: 909-307-3083

Quotation

Date: 07/24/2014**Quotation Number:** 25640901**Contract Number:** 2009MPA4087

City of Prescott
Information Technology
City Hall
P.O. Box 2059
Prescott AZ 86302-2059
Attn: Catherine Moody
Customer Number: 8234

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Nicole Scott

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 10/29/2014 End Date: 10/28/2015	3,030.00	3,030.00
1010	1	86497 ArcGIS for Desktop Standard Concurrent Use Primary Maintenance Start Date: 10/29/2014 End Date: 10/28/2015	1,515.00	1,515.00
2010	2	86500 ArcGIS for Desktop Standard Concurrent Use Secondary Maintenance Start Date: 10/29/2014 End Date: 10/28/2015	1,212.00	2,424.00
3010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 10/29/2014 End Date: 10/28/2015	505.00	505.00
4010	1	87198	505.00	505.00

The items on this quotation are subject to the terms set forth herein and the terms of your agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Nicole Scott**Ext:** 1232

[ISAACST]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45751232
Fax #: 909-307-3083

Quotation

Page 2

Date: 07/24/2014

Quotation Number: 25640901

Contract Number: 2009MPA4087

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 10/29/2014 End Date: 10/28/2015		
5010	1	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 06/01/2015 End Date: 10/28/2015	166.03	166.03
6010	1	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 10/29/2014 End Date: 10/28/2015	404.00	404.00
7010	1	93094 ArcGIS for Desktop Basic with Extensions Single Use Primary Maintenance Start Date: 10/29/2014 End Date: 10/28/2015	1,010.00	1,010.00
8010	3	87193 ArcGIS for Desktop Basic Single Use Secondary Maintenance Start Date: 10/29/2014 End Date: 10/28/2015	303.00	909.00
9010	1	114511 ArcPad Maintenance Start Date: 10/29/2014 End Date: 10/28/2015	253.00	253.00
10010	1	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle	5,000.00	5,000.00
10020	1	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$2,000.00 of the bundled price. Start Date: 10/29/2014 End Date: 10/28/2015		
10030	1	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$3,000.00 of the bundled price. Start Date: 10/29/2014		

[ISAACST]



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380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1232
Fax #: 909-307-3083

Quotation

Page 3

Date: 07/24/2014

Quotation Number: 25640901

Contract Number: 2009MPA4087

Item	Qty	Material#	Unit Price	Extended Price
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End Date: 10/28/2015

Subtotal	15,721.03
Estimated Taxes	998.31
Total	\$ 16,719.34

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1232
Fax #: 909-307-3083

Quotation

Page 4

Date: 07/24/2014		Quotation No: 25640901		Customer No: 8234		Contract No: 2009MPA4087	
Item	Qty	Material#			Unit Price	Extended Price	

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

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

DEPARTMENT: Airport

AGENDA ITEM: Approval of purchase of one (1) ea. Type 1 Kitchen Hood from Custom Steel Fabricators, Inc., in the total amount of \$19,213.00 (City Contract No. 2015-059; Airport Fund)

Approved By:		Date:
Airport Manager:	Cox, John	10/02/2014
City Manager:	McConnell, Craig	10/06/2014

Item Summary

The Airport is requesting authorization to purchase a new Type I hood complete with roof curbs, exhaust fan, make-up air unit, electrical control package, fire suppression system, and installation, for the restaurant at the Prescott Airport Terminal.

Background

On January 28, 2014, Council approved an airport food services concession agreement and lease with George Sullivan and Susan Sullivan, DBA Susie's Skyway Restaurant. As part of this agreement, the City is to make certain repairs and installation of a new hood. Upon examination of the restaurant facility, it was determined that in order for the new hood system to be installed, other items were required (but not budgeted in FY14). The current (FY15) budget includes \$55,000.00 to fund restaurant repairs and equipment upgrades, including purchase and installation of the hood/vent/fire suppression system.

In addition to the City's obligations, the Lessee is responsible for items necessary for compliance with applicable health codes. The Lessee has committed to a total of \$11,390.00 for architectural services, equipment purchases and installation, wall improvements, and infrastructure upgrades.

The work on the restaurant will be done through the City's Facilities Management Division. Specialty equipment, such as the hood and fire suppression system, is being purchased to include installation.

Three vendors were contacted for the kitchen hood including installation. The bids

Agenda Item: Approval of purchase of one (1) ea. Type 1 Kitchen Hood from Custom Steel Fabricators, Inc., in the total amount of \$19,213.00 (City Contract No. 2015-059; Airport Fund)

received were as follows:

Vendor	Location	Amount (including tax)
Custom Steel Fabricators	Surprise, AZ	\$19,213.00
Central Restaurant Products	Indianapolis, IN	\$20,558.14
B&W Fire Security Systems	Prescott Valley, AZ	\$22,076.52

Based upon the results, award to Custom Steel Fabricators is recommended.

Financial Impact

Funding has been budgeted in FY15 and is available in the Airport Fund for this purchase in the total amount of \$19,213.00.

Attachments

1. Custom Steel Fabricators Quote

Recommended Action: MOVE to approve the purchase of a Type 1 kitchen hood from Custom Steel Fabricators, Inc., in the total amount of \$19,213.00 (City Contract No. 2015-059).

customsteelfab@aol.com

Estimate

Date	Estimate No.
09/08/2014	1061
	Exp. Date

Address
City of Prescott 433 N. Virginia St. Prescott, AZ 86301 Re: Airport

Activity	Quantity	Rate	Amount
• Provide and install 10' Listed Type I hood Exhaust Fan, roof curb - Make Up air unit, roof curb - Electrical Control Pkg, 1 exhaust, 1 supply, exhaust on in fire, thermostatically controlled - Fire supression system, full field install	1	11,200.00	11,200.00
• Installation: Includes all material and labor to un-crate hoods and fans, set in place and hang hoods, fabricate and install 16 guage welded exhaust duct up to 14' in length with 2 hour fire wrap (assumes above area is clear and accessible for running duct straight to roof deck) Fabricate and install make-up air ducting, cutting of roof decking, spotting of and setting in place of roof curbs and fans. Stainless Backsplash and hood skirt.	1	7,500.00	7,500.00
• Sales Tax, construction contracting	1	513.00	513.00
Terms: 50% down, 40% Upon Hood Canopy Installation, balance upon		Total	\$19,213.00

Terms: 50% down, 40% Upon Hood Canopy Installation, balance upon completion

The above prices, terms, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. By signature hereto, we agree to said terms and conditions. Payment will be made in accordance with authorized agreement as outlined above.

Accepted By

Accepted Date

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

DEPARTMENT: Police

AGENDA ITEM: Approval of: (1) acceptance of a 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)

Approved By:

Date:

Police Chief:	Monahan, Jerald	10/03/2014
City Manager:	McConnell, Craig	10/06/2014

Item Summary

The City, through its Police Department, has been awarded grant funding from the U.S. Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$14,561.00. The awarded funds will be used to purchase six (6) Threat Level III Tactical Ballistic Vests with upgraded rifle plates in the amount of \$13,319.81 for use by the Prescott Police Department Special Weapons and Tactics (SWAT) Team.

Background

In June 2014, Council authorized the Police Department to apply for this grant opportunity. The U.S. Department of Justice has approved grant funding in the amount of \$14,561.00.

The Police Department's SWAT Team responds to high risk situations where special weapons and tactical equipment are needed. The Threat Level III Tactical Ballistic Vests will provide the highest level of up-to-date tactical protection for the unit. These six (6) ballistic vests are replacement vests for team members who are currently using expired body armor.

Agenda Item: Approval of: (1) acceptance of a 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)

Financial Impact

There is no requirement for a City grant match.. This purchase is 100% funded by the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Police Department will request the remaining funds be reappropriated in order to purchase individual first aid kits for the SWAT team.

Attachments

1. FX Tactical, LLC Quote
2. Phoenix Purchasing Contract

Recommended Action: MOVE to approve: (1) a 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 amount of \$13,319.81 (City Contract No. 2015-061).

FX TACTICAL, LLC

QUOTE

8948 W. CACTUS RD, PEORIA, AZ 85381

PHONE: 623-877-1257 FAX: 623-877-1229

DATE: 08-09-14

TO:

JON BRAMBILA

PRESCOTT POLICE DEPT.

Jonathan.Brambila@Prescott-AZ.gov

TERMS		EARLIEST SHIP	FOB		SHIP VIA	SALESPERSON
NET 30		6 WEEKS			UPS	JEFF GREGORY
ITEM NO.	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL	
PB-DFII-KXP3A	6.00	POINT BLANK DESERT FURY TAC VEST WITH KXP3A BALLISTICS. PACKAGE INCLUDES: *PPE LIGHTWEIGHT LEVEL 3 STAND- ALONE, TRIPLE-CURVE, RIFLE PLATE. SHOOTER'S CUT RIFLE PLATE. *REMOVABLE THROAT, COLLAR, BICEP, AND GROIN PROTECTORS. *CHOICE OF FIVE MOLLE POUCHES.	EA	\$2,049.00	12,294.00	
					Subtotal	12,294.00
					Tax	995.81
					Sub Total	13,289.81
					Ship-Handling	\$30.00
					Total	\$13,319.81

Tax rate: 8.1 %



CONTRACT AMENDMENT

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Date: 3/14/14
Purchasing Contract #: RFA12-027
SAP Contract #: 09663-13
City Clerk Contract #: 133897
Amendment Number: 3

Contract Title: Tactical Ballistic Vests

Contractor: FX Tactical, LLC

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

EXTENSION:

This contract is being extended from June 1, 2014 through May 31, 2015, Per Section III – Special Terms and Conditions, Item 10. Option to Extend.

2014 APR -2 PM 3:31

CITY CLERK DEPT.

Buyer Name: Roseann Yrigoyen

ALL OTHER PRICES, TERMS, AND CONDITIONS OF THE CONTRACT WILL REMAIN THE SAME

Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to the Procurement Division.

Deputy Finance Director/James Scarboro

Signature

ATTEST:

Typed/Printed Name and Title

Date: 3/20/14

Deputy City Clerk



APPROVED AS TO FORM

Approved as to form this 7th day of August 2006 Assistant City Attorney, Mary Finnerty

"This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form of document is altered."

Page 1 of 1

(Revised 5-31-07)

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

DEPARTMENT: Police

AGENDA ITEM: 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

Approved By:

Date:

Police Chief:	Monahan, Jerald	10/06/2014
City Manager:	McConnell, Craig	10/07/2014

Item Summary

The City, through the Police Department, has been awarded grant funding in the amount of \$18,016.00 from the Arizona Department of Homeland Security (AZDOHS). The grant funds will be used to purchase 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, for the Prescott Police Department Special Weapons and Tactics Team, using the State of Arizona Western States Contracting Alliance (WSCA) pricing.

Background

On March 11, 2014, Council authorized the Police Department to apply for AZDOHS funds for thirty-two (32) ea. Ballistic Rifle Plates and sixteen (16) ea. National Institute for Occupational Safety and Health approved Chemical, Biological, Nuclear, and Radiological protective masks. The AZDOHS approved grant funding for the thirty-two (32) ea. Ballistic Rifle Plates in the amount of \$18,016.00.

The plates will allow team members to 'up-armor" immediately to respond to high-risk situations.

Financial Impact

There are no requirements for matching funds by the City. The Arizona Department of Home Land Security granted funds in the amount of \$18,016.00. Through the current

Agenda Item: 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

WSCA pricing a reduced price of \$14,385.68 was obtained, only the \$14,385.68 of the total grant funds awarded (\$18,016.00) will be used.

Attachments

1. FX Tactical, LLC, Quote 100214

Recommended Action: **MOVE** to accept (1) grant funding from Arizona Department of Homeland Security in the amount of \$18,016.00; and (2) approve 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.

FX TACTICAL, LLC

QUOTE

8948 W. CACTUS RD, PEORIA, AZ 85381

PHONE: 623-877-1257 FAX: 623-877-1229

DATE: 10-02-14

TO:

JON BRAMBILA

PRESCOTT POLICE DEPT.

Jonathan.Brambila@Prescott-AZ.gov

TERMS		EARLIEST SHIP	FOB	SHIP VIA	SALESPERSON
NET 30		4 WEEKS		UPS	JEFF GREGORY
ITEM NO.	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
10260-01	32.00	POINT BLANK LEVEL III STAND-ALONE, TRIPLE CURVE, SHOOTERS CUT RIFLE PLATE. PRICING BASED ON STATE OF ARIZONA WSCA CONTRACT.	EA	\$415.00	13,280.00
Subtotal					13,280.00
Tax rate: 8.1 %					Tax 1,075.68
Sub Total					14,355.68
Ship-Handling					\$30.00
Total					\$14,385.68

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

DEPARTMENT: Police

AGENDA ITEM: 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)

Approved By:		Date:
Police Chief:	Monahan, Jerald	10/01/2014
City Manager:	McConnell, Craig	10/03/2014

Item Summary

Annual support and maintenance for ADSi public safety software system utilized by the Police Department. Valid September 1, 2014 through August 31, 2015. This maintenance agreement has been renewed annually since 1999.

Background

The ADSi public safety software system provides the Police Department with secure and dependable records storage and retrieval. Payment is for continued use of the software system for another year, including support and maintenance. ADSi is the sole source, proprietary vendor for this public safety software system.

Financial Impact

The annual support and maintenance has been budgeted in the General Fund.

Attachments

1. ADSi Invoice

Recommended Action: **MOVE** to approve payment to Application Data Systems, Inc. (ADSi), for Fiscal Year 2015 public safety software annual support and maintenance services in the amount of \$17,155.00 (City Contract No. 2015-044).



Application Data Systems, Inc.

1930 First Commercial Dr
Southaven, MS 38671

Invoice

Date	Invoice #
9/1/2014	6349

Bill To
Accounts Payable City of Prescott PO Box 2059 Prescott, AZ 86302

Ship To
Same

P.O. No.	Terms	Account Rep
Contract	Due on receipt	J. House

Qty	Description	Unit Price	Total Amount
	Police, Yearly Support and Maintenance		
	DataForce, Incident Reporting	790.00	790.00
	DataForce, Property and Evidence	440.00	440.00
	DataForce, Pawn Shop Control System	440.00	440.00
	DataForce, Warrant Control System	440.00	440.00
	DataForce, Field Interview System	440.00	440.00
	DataForce, Master Name System	440.00	440.00
	DataForce, Criminal System	440.00	440.00
	DataForce, Domestic Violence System	440.00	440.00
	DataForce, Traffic Citation System	440.00	440.00
	DataForce, Juvenile Arrest System	530.00	530.00
	DataForce, Police Training System	660.00	660.00
	DataForce, Case Management System	750.00	750.00
	DataForce, Police Officer Daily Log	750.00	750.00
	DataForce, Criminal History	530.00	530.00
	Twenty Five Copies of MDTForce, Mobile MapForce, AVL, WriteForce	5,925.00	5,925.00
	DataForce, Animal Control Software Maintenance	1,125.00	1,125.00
	DataForce, False Alarm Billing Software maintenance	1,200.00	1,200.00
	DataForce, Pawn Shop Import for LEADS online	250.00	250.00
	DataForce, K9 module	1,125.00	1,125.00
	Length of Software Maintenance, September 1, 2014 through August 31, 2015		

Contact ADSi Phone: (662) 393-2046, web site: www.e9.com	Total	\$17,155.00
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MEETING DATE/TYPES: VOTING SESSION 10-14-14

DEPARTMENT: City Clerk

AGENDA ITEM: 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

Approved By:		Date:
City Clerk:	DeLong, Dana	10/06/2014
City Manager:	McConnell, Craig	10/06/2014

Item Summary

Linda Karen Gabrick has applied for a new Series 12 liquor license for Prescott Station Restaurant. Ms. Gabrick is changing the structure of the company from a limited liability corporation to an individual ownership, requiring her to obtain a liquor license in her name only.

Background

Liquor License Application, City No.15-247, State No. 12133599, has been received from Linda Karen Gabrick, applicant for Prescott Station Restaurant, for a Series 12 Restaurant license, located at 200 East Gurley. 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

Agenda Item: 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

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. 12133599, for a Series 12, Restaurant license for Prescott Station Restaurant located at 200 East Gurley Street.

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

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: 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 ADSP014-063237 pricing in the total amount of \$167,636.72 (Vehicle Replacement Fund)

Approved By:

Date:

Director:	Miller, Stephanie	10/01/2014
City Manager:	McConnell, Craig	10/06/2014

Item Summary

The Field and Facilities Services Department is requesting authorization to purchase two new two-ton pickups to replace two 1-1/2 ton pickups that have met the City's criteria for replacement. The two 2015 Ford F550 regular cab XL 4x4 two-ton pickups are being purchased from Peoria Ford, Peoria, Arizona, using State of Arizona Contract ADSP014-063237.

Background

The Street Maintenance Division of the Field and Facilities Services Department, working in conjunction with the Fleet Services Division, replaces aging vehicles used in street maintenance operations which are at or are approaching 100,000 miles, have reached the end of their useful lives, and are becoming mechanically unreliable. The Street Maintenance Division utilizes pickups for hauling material to and from work sites, snow plowing and transporting equipment using trailers.

The Street Maintenance Division is planning to replace the existing 1½- ton pickup trucks with heavier-duty two-ton pickup trucks in order to increase efficiencies and allow for safer operations. The existing 1½- ton pickups, when fully loaded with a snow plow, a spreader and cinder mix, are near their gross vehicle weight limit. In order to avoid being overweight, Streets crews have to purposely "under-load" cinder mix which results in more trips back to the yard to reload cinder mix during snow events. Additionally, it is possible for the trucks to exceed their weight limit when carrying heavy debris from storms, such as mud and rocks. If a vehicle were to be overloaded, the brakes and hydraulics would be forced to perform outside of their designed capacities, possibly

Agenda Item: 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 ADSP014-063237 pricing in the total amount of \$167,636.72 (Vehicle Replacement Fund)

becoming unsafe. Streets crews must remain mindful at all times of the weight limit and make extra trips to the Transfer Station to ensure proper loading and avoid the potential safety hazards associated with exceeding gross vehicle weight limits.

The replacements for Vehicle Nos. 1043 and 1086 will be outfitted with dump bodies, tow packages, snow plow-ready packages, and stainless steel cinder spreaders.

Criteria used in deciding to replace the vehicles are as follows:

No.	Year	Description	Miles	Repair Costs to Date
1043	2003	Ford F350 4x4 dump body	64,739	\$43,999
1086	2004	Ford F350 4x4 dump body	67,442	\$38,081

Although these units do not meet the 100,000 mile criterion, the high repair costs, reflecting sustained operations at the limits of vehicle capacity as discussed above, justify replacement.

Financial Impact

Funding of \$168,000.00 for these budgeted FY15 trucks is available in the Vehicle Replacement Fund.

Attachments

1. Peoria Ford quote dated September 11, 2014 replacing Vehicle No. 1043.
2. Peoria Ford quote dated September 22, 2014 replacing Vehicle No. 1086.

Recommended Action: MOVE 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.



AZ Contract #: ADSP014-063237

City of Prescott

9/11/2014

Color: TBD at time of PO

Replacing #1043

See Attached Specifications

Chad Welsh

9130 West Bell Road

Peoria, Arizona 85382

Phone: 623-261-0570

Fax: 480-393-5536

Email: cwelsh@peoriaford.com

Line Item:	Order Code	Description	Price
1	F5H	2015 F550 Reg Cab XL 4x4 141"WB 6.7L Diesel	\$38,133.32
2	X8L	4.88 Limited Slip Axle for 19500 GVWR	\$360.00
3	68M	Payload Plus Pkg (19500 GVWR)	\$1,155.00
4	473	Snow Plow Prep Pkg	\$85.00
5	52B	Trailer Brake Controller	\$270.00
6	535	High Capacity Trailer Tow Pkg	\$350.00
7	62R	Transmission PTO Provision	\$280.00
8	76C	Backup Alarm	\$125.00
9	DIO	Aftermarket Upfit items per Drake Equip Quote# 57154	\$36,773.00
10			
11			
12			
13			
14			

Taxable Total:			\$77,531.32
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Sales Tax:		Sales Tax if applicable Peoria 8.1%	\$6,280.04
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Warranty Cost:			\$0.00
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Tire Tax:			\$7.00
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Freight			\$0.00
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Total Per Unit:			\$83,818.36
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Unit Quantity Requested:

0

Total Price for all units Delivered:

\$0.00

Thank you for this opportunity to gain your business!

To place order, review for accuracy and fax back with signature and P.O. number (if applicable).

Signature: _____

Date: _____

Printed Name: _____

P.O.#: _____



DRAKE EQUIPMENT OF ARIZONA
2235 S 19TH AVE
PHOENIX, AZ 85009
 602-278-2552 FAX 602-278-0427
 AZINFO@DRAKEEQUIPMENT.COM

Quotation

Quote Number:
57154

Quote Date:
Aug 19, 2014

Quoted to:

PEORIA FORD
 ATTN: ACCOUNTS PAYABLE
 9130 W BELL RD
 PEORIA, AZ 85380-0939

Ship to:

CHAD
 CITY OF PRESCOTT

Page:

1

Customer ID	Good Thru	Payment Terms	Sales Rep
PEOFOR	10/31/14	Net 10 Days	

Quantity	Item	Description	Unit Price	Extension
1.00		60" CA TRUCK F550 4X4 WITH SNOW PLOW PREP PKG		
1.00	075-964901	9' 6" DUMP BODY, 10 GA FLOOR, 10 GA SOLID SIDES AND ENDS, STRUCTURAL CHANNEL UNDERSTRUCTURE, 1/4 CABSHIELD, HR520 SUBFRAME HOIST, SINGLE ACTING	5,961.00	5,961.00
1.00	001-512007	PAINT WHITE INDUSTRIAL GRADE URETHANE	590.00	590.00
1.00	001-512002	INSTALL 2-3 YD DUMP	982.00	982.00
1.00		9' WESTERN PRO PLOW STEEL BLADE	6,051.00	6,051.00
1.00	001-601000	INSTALL PLOW	494.00	494.00
1.00		9' FSM UNPAINTED STAINLESS STEEL SPREADER WITH INVERTEED VEE AND TOP GRATE SCREENS	9,231.00	9,231.00
1.00	001-601000	INSTALL SPREADER IN DUMP	237.00	237.00
1.00		PTO AND HYDRAULIC SYSTEM..FORCE AMERICA ELECTRIC EX HYDRAULIC SYSTEM FOR DUMP, PLOW AND SPREADER	9,639.00	9,639.00
1.00		WHELEN TACF85 AMBER INSTALLED	1,086.00	1,086.00
2.00		WORK LIGHT...MOUNTED ON CABSHIELD POINTING IN BED AREA	122.00	244.00
1.00		WHELEN RSLPPCA INSTALLED	758.00	758.00

Thanks for keeping Arizonan's working! Did you know Drake is the only manufacturer in Arizona and that for every dollar spent with a local manufacturer, it multiplies 2.3 times through our local economy? Drake...locally owned and working to provide the best quality equipment and service.

Subtotal	Continued
Sales Tax	Continued
Freight	
Total	Continued



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CITY OF PRESCOTT

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Quantity	Item	Description	Unit Price	Extension
1.00	10-110110	10K RECEIVER HITCH	447.00	447.00
1.00		UPGRADE TO BUTT PLATE WITH RECEIVER TUBE AND BOLT ON COVER ABOVE THE BUTT PLATE AS SHOWN IN PICTURE	680.00	680.00
1.00		SPIRILL SHIELD OVER SPREADER TAIL	373.00	373.00

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Subtotal	36,773.00
Sales Tax	
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Total	36,773.00



AZ Contract #: ADSP014-063237

City of Prescott

9/11/2014

Color: TBD at time of PO

Replacing #1086

See Attached Specifications

Chad Welsh

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Subtotal
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 Freight
 Total

Continued
 Continued
 Continued



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Subtotal	36,773.00
Sales Tax	
Freight	
Total	36,773.00

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

DEPARTMENT: Public Works

AGENDA ITEM: 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)

Approved By:		Date:
Director:	Hash, Henry	10/01/2014
City Manager:	McConnell, Craig	10/07/2014

Item Summary

This item is 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 and install new service lines within the City utility system.

The contract includes geotechnical investigations to establish subsurface conditions, surveying, design reports, plans, specifications, and post-design/construction services. The attached scope of services and fee proposal will become Exhibit "A" to the standard City professional services contract.

Background

To meet the basic infrastructure needs of providing for safe, adequate drinking water for the City's residents and businesses, the City annually budgets funds for the replacement and upgrade of small, undersized and aging water mains. These mains are typically 3-inch or less in diameter, often constructed of galvanized steel and also a source of leaks. Replacement of these lines improves the water system for our residents, increases fire flow, helps to reduce maintenance costs and water loss.

The City also annually budgets funds for the replacement and/or rehabilitation of sewer mains identified as failing or high-maintenance through sewer system investigations, work order tracking and mainline camera reports. Replacement of these sewer mains will reduce maintenance costs, service calls, and overflows. 5 new sewer services with backwater valves will be installed with the new sewer mains.

Approximately 670 lineal feet of water main and 390 lineal feet of sewer main will be

Agenda Item: 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)

replaced via this construction contract.

Procurement of Engineering Services

On July 24, 2014, the City received two (2) proposals for this publicly advertised engineering project. Pursuant to professional services selection procedures, the responses were ranked, with Kelley/Wise Engineering, Inc., determined to be the top-ranked firm for this project. Subsequently, the scope of services and negotiation of fees were successfully completed.

Project Schedule

Engineering is scheduled to be completed within four (4) months of issuance of notice to proceed by the City. Pending Council award of the future construction contract, the water main and sewer main improvements will be implemented later in Fiscal Year 2015.

Financial Impact

Fiscal Year 2015 funding for this contract in the amount of \$27,043.00 is available from the Water and Sewer Funds. The project is part of the City's Capital Improvement Program.

Attachments

1. Pleasant Street Project Description
2. Pleasant Street Fee Schedule
3. Pleasant Street Map

Recommended Action: **MOVE** 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).

EXHIBIT A

Pleasant Street Water and Sewer Main Replacement Project City of Prescott, Arizona

Prepared by Kelley/Wise Engineering, Inc.
September 11, 2014

Project Description

The City of Prescott will be entering into a contract for consulting engineering services and other related services required to produce a set of construction drawings (plans and specifications) for the Pleasant Street Water Main Replacement Project.

Preliminary Project Information and Proposed Improvements

- I. This Pleasant Street Water and Sewer Main Replacement Project consists of replacing the 2-inch water line with a new 6-inch water line and new 1-inch services from Aubrey Street north to Carleton Street, and replacing ± 390 LF of sewer on the southerly portion of the street.

Key Project Tasks

- Utility pothole services will be provided by the City under their agreement with Earth Resources Corporation (ERC) with survey and results provided to KWE. KWE to survey initial pothole locations only.
- Geotechnical borings (± 3) will be provided by ETC to verify excavation conditions and provide recommendations for trench backfill construction, recommended pavement sections for trench backfill, and soil corrosivity analysis.
- Develop 60%, 90%, 100% and Final plan set submittals of construction documents including technical specifications, cost estimate, and bid schedule for 60%, 90%, 100% and Final plans.
- Table top meetings for design phases, 60%, 90%, 100% and Final submittals with City staff.

Term of Contract

- The term of this contract is anticipated to start in October, 2014, and extend into calendar year 2015 (completed construction), with design services complete at the end of January, 2015.

Excluded Services¹ – The following services are not anticipated to be needed or required for this project and therefore work scope and fees are not included in this contract proposal.

- Archeological or cultural resource studies
- Drainage studies

- Pavement reconstruction or roadway improvements
- Environmental site assessment
- 404 permit or evaluation
- Traffic analysis
- Landscape plans

¹Services can be provided for an additional negotiated fee if required

Pleasant Street Water and Sewer Main Replacement

Task 100-Data Collection

1. **Reconnaissance-** The necessary team members will conduct a site visit and conduct design team meetings to review project scope, project limits, existing available or furnished information.
2. **Kick-off Meeting/coordination meetings-** The relevant design team members will attend a project kick-off meeting with City personnel. KWE will provide the City with a project schedule, directory of team members, organization chart and any contractual submittals. Elements of the project design will be discussed with City personnel to identify any critical issues and verify design timeline. Additional coordination meetings will augment the target submittal for 60%, 90%, 100% and Final design levels.
3. **Topographic Survey and Mapping-** KWE will survey Pleasant Street within the right-of-way (R.O.W.) to depict curb, gutter, sidewalk, pavement limits and above ground apparent utility appurtenances. Sewer manholes will be surveyed including rim and invert elevations. KWE will verify the R.O.W. and provide project benchmark(s) and include this information on the project design base electronic file and subsequent maps. Each water meter will be located by field survey. The City will furnish bluestake markings for water and sewer prior to our field survey.
4. **Review Available As-Built Mapping-** The City will furnish KWE all available maps within the projects limits, and sewer cameral inspection reports. KWE will review these maps in an effort to clarify existing conditions, i.e. pipe materials, diameter, depth and or location.

Task 200- 60% Construction Plans

The general requirements for the project design and the plan set will meet City requirements for COP Design Submittal Requirements, except where pavement improvements, drainage studies, walls and structural reports do not apply to this project. The City will furnish KWE sewer camera results for KWE's plotting of approximate service locations.

The anticipated plan sheets are as follows:

1. **Cover sheet-** This sheet will include the title, sheet index, and City seal/logo, list of utility companies with contacts, Mayor/Council name list, signature block, location and vicinity map.
2. **Index-** Index or Key Map will identify which sheet water and sewer improvements are located.

3. **Standard Details-** KWE will utilize City, ADOT, and/or MAG Standard Details for this project. Each detail that is referenced on the project design plans will be included on the detail sheets. Also, any unique or project specific details will be included.
4. **Pipe Connection Details-** KWE will develop details if necessary at point-of-connections. KWE understands that a 6-inch water stub-out exists at both points-of-connection in Aubrey and Carleton Streets. These details will be typical at each P.O.C. or further detailed as necessary based on existing conditions of the water system, including valve locations and anticipated pipe depths at the tie –in locations. The extents of sewer replacement will be identified and noted on the plan set.
5. **Notes-** KWE will utilize the standard construction notes furnished by the City. This sheet will also include symbol legend and overall quantity matrix.
6. **Horizontal Control-** A horizontal control plan will be prepared with adequate information to stake the proposed improvements.
7. **Results of Potholing/Utility Review-** KWE will incorporate the results of each pothole on the appropriate plan/profile sheet tabulating the coordinate northing/easting and elevation. KWE will be responsible for plotting the results of potholing, tabulating location and depth. Twelve (12) utility potholes are budgeted for Pleasant Street. KWE will be responsible for coordinating with each utility company (i.e. water, sewer, cable TV, electric, gas, telephone) in the area. Available information shall be depicted on the plans as clearly and accurately as possible in order to minimize unforeseen utility conflicts. No “Bluestake” fees are included in the KWE fees. Visible utilities and above ground utilities will be identified and located during the topographic survey, including water valves, hydrants, meters, electrical poles, street lighting, equipment pads, telephone and television risers, and above ground gas facilities. Any available “Bluestake” markings of underground utilities (water, sewer, electrical, telephone, cable and gas) will also be surveyed. KWE will also coordinate with the utility companies to assist them with their endeavors to upgrade, replace or enhance their facilities prior to or as part of the construction project. KWE will provide each of the utility companies a set of plans at the completion of the 60% and 100% levels and will provide any written responses from each of the involved utilities at the completion of each design level to the City.
8. **Erosion Control-** KWE will prepare an Erosion Control Plan showing BMP’s at each inlet to protect the existing storm drain system. The contractor will be responsible for notifying ADEQ and implementing the plan, if necessary to comply with the AZ PDES.
9. **Water and Sewer Main Plan and Profile-** KWE in coordination with the City and based on existing field conditions will establish a horizontal and vertical alignment for the new 6-inch water main. The sewer line to be replaced will follow the existing sewer alignment. Preliminary water alignment, valves, fire hydrants and services will be shown. The plan set will include the water and sewer lines drawn in plan and profile views. Both water and sewer mains will be designed with vertical control including pipe length, slope, and design invert elevations.

Task 300-Potholing

Potholing will be coordinated with your contractor, Earth Resources Corporation (ERC). This scope of work includes up to twelve (12) potholes. The survey layout will be

provided by KWE's survey crew. ERC will survey, then backfill potholes with pea gravel and install concrete patch per City requirements (under separate City contract).

1. **Identify potential utility conflicts-** In collaboration with City personnel, KWE will review the 60% plans and determine the horizontal location of potential utility conflicts.
2. **Survey Pothole Locations-** Each pothole location will be laid out by KWE field survey for the hydro excavation provided by ERC.
3. **Coordinate Pothole Activities-** KWE will coordinate with ERC prior to potholing to establish location, anticipated utility (electric, telco, gas, etc.) and furnish ERC a map of the pothole locations.
4. **Tabulate Pothole Results-** KWE will collect the findings from ERC and plot the results in table form and in each profile view for subsequent design call-outs. ERC will furnish KWE the depth, pipe diameter, number of pipes and pipe material (if evident).

Task 400-Water and Sewer Main Alignment

1. **Refine Horizontal Alignment-** Based on initial survey, the City will establish initial water main alignment and KWE will modify the horizontal alignment as necessary to avoid utility conflicts. Sewer main alignment will match the existing main.
2. **Refine Vertical Alignment-** Based on pothole results, KWE will add the necessary vertical bends to the proposed water main to create proper vertical separation to known conflicting utilities.
3. **Pipe Tie-ins-** Based on the City Blue-Stake and existing field conditions, KWE will design connections at each end. These will likely include extending from a existing valve.
4. **Service Connections-** KWE will design new service connections with new meter box, customer shutoff valve, and PRV at each existing service.

Task 500-Water and Sewer Main Abandonment

1. **"Blue-stake" Alignment-**The City will furnish the Blue-stake location and markings of the existing water and sewer from Aubrey to Carleton along the project limits on Pleasant Street including services.
2. **Abandonment Call-outs-** KWE will coordinate with the City to establish the abandonment limits for the existing 2-inch water main in Pleasant Street. We understand the existing 2-inch water main is to be abandoned within the project limits. Appropriate design call-outs will be included on the plans for construction. The City will advise KWE as to whether the line is abandoned in-place, or removed.
3. **Coordinated Tie over-** KWE will review with the City and establish appropriate notes and/or call-outs and technical specifications for the coordinated tie-over to the points-of-connection after the new system is tested and approved for operation.

Task 600-Technical Specifications/Special Provisions

KWE will utilize the City's boilerplate technical specifications for this project which utilize COP, YAG, and MAG format. Each bid item will be presented in the specifications. The technical specifications will be provided at the 60%, 90% and

100% reviews. Final technical specifications (hard copy and Word document) will be furnished to the City after approval.

Task 700-Engineer's Opinion of Probable Construction Costs

KWE will prepare 60%, 90%, 100%, and Final Engineer's Opinion of Probable Construction Cost Estimate. The City will furnish KWE recent bid tabs to aid in this effort.

Task 800-Bid Schedule

KWE will prepare a bid schedule for the 60%, 90%, and 100% reviews. The bid schedule will be coordinated, and conform with the project technical specifications section or special provisions.

Task 900-Preparation of 90% Plans

KWE will incorporate changes, correction, and or additions from the 60% table top plan review including those items required by the Design Submittal Requirements for a 90% submittal. The resulting set of plans will be submitted to the City and utilities, which will be reviewed by the City and utilities for any adjustments or additions.

Task 1000-Preparation of 100% Plans

KWE will incorporate changes, correction, and or additions from the 90% plan review including those items required by the Design Submittal Requirements for a 100% submittal. The resulting set of plans will be submitted to the City and utilities, which will be reviewed by the City and utilities for any adjustments or additions.

Task 1100-Final Bid Documents (P, S & E)

KWE will incorporate changes and/or additions as a result from comments of the 100% plan review. A set of final reproducible plans will be provided on 3 mil Mylar and on a disk (AutoCad dwg and pdf format). A hard copy and disk of the technical specifications, special provision, design report, bid schedule, and construction estimate will be submitted in Microsoft Word format. The City will prepare the formal contract documents. KWE will submit the design plans to Yavapai County as ADEQ representative for their Approval to Construct. KWE understands the City will pay the ADEQ fee.

Task 1200-Assistance during the bidding process

KWE will be present for the pre-bid meeting and review bid tabulations. During the bidding process, KWE will be available to coordinate bid addenda with the City.

Task 1300- Construction Administration

1. **Shop Drawings, RFI's and COR's-** KWE will review shop drawings for general conformance with the project plans and specifications. KWE will review and respond to contractor RFI's and change orders.
2. **Periodic Site Observation-** KWE will review the general progress of the construction. Periodic site observation will include trenching, pipe laying, services,

and coordinated as-built surveying. Pre-Final and final walk through will be conducted. A punch list will be prepared by the City.

3. **Utility Testing-** KWE will observe the contractor performance of quality assurance testing (disinfection, hydrostatic and bacteriological) for the newly installed water main and submit the test results and accompanying paper work required for ADEQ approval of construction. For the sewer main KWE will observe deflection and low pressure air testing.
4. **As-Built Plans-** The contractor's as-built plans will be reviewed during the periodic site visits. KWE will provide site visits for field survey for locating the actual construction installation of underground utilities. The contractor's as-built plans, KWE's survey and site observation will be utilized to prepare the final project as-built plans. Final as-built Mylar plan set and digital files will be provided by KWE to the City and Yavapai County (for ADEQ Approval of Construction).
5. **Pre-Final Punch list-** KWE in conjunction with City personnel and inspectors will field walk/review the project to develop a punch list for the contractor. KWE will review this punch list created by the City prior to submission to the contractor.
6. **Final Project Acceptance-** After all punch list items have been satisfactorily completed by the contractor, KWE will complete and submit the as-built plans to the City on Mylar and electronic disk and submit as-built plans, test results, and Engineer's Certificate of Completion to Yavapai County to obtain Approval to Operate.

STANDARD OF CARE:

KWE shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. KWE and the City of Prescott mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

OPINIONS OF COST:

KWE has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on KWE's opinion based on experience and judgment. KWE cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by KWE.

END OF EXHIBIT A

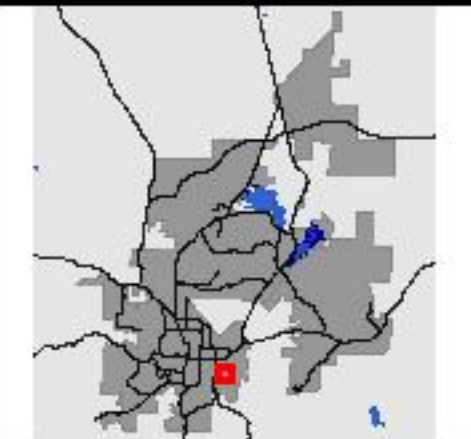
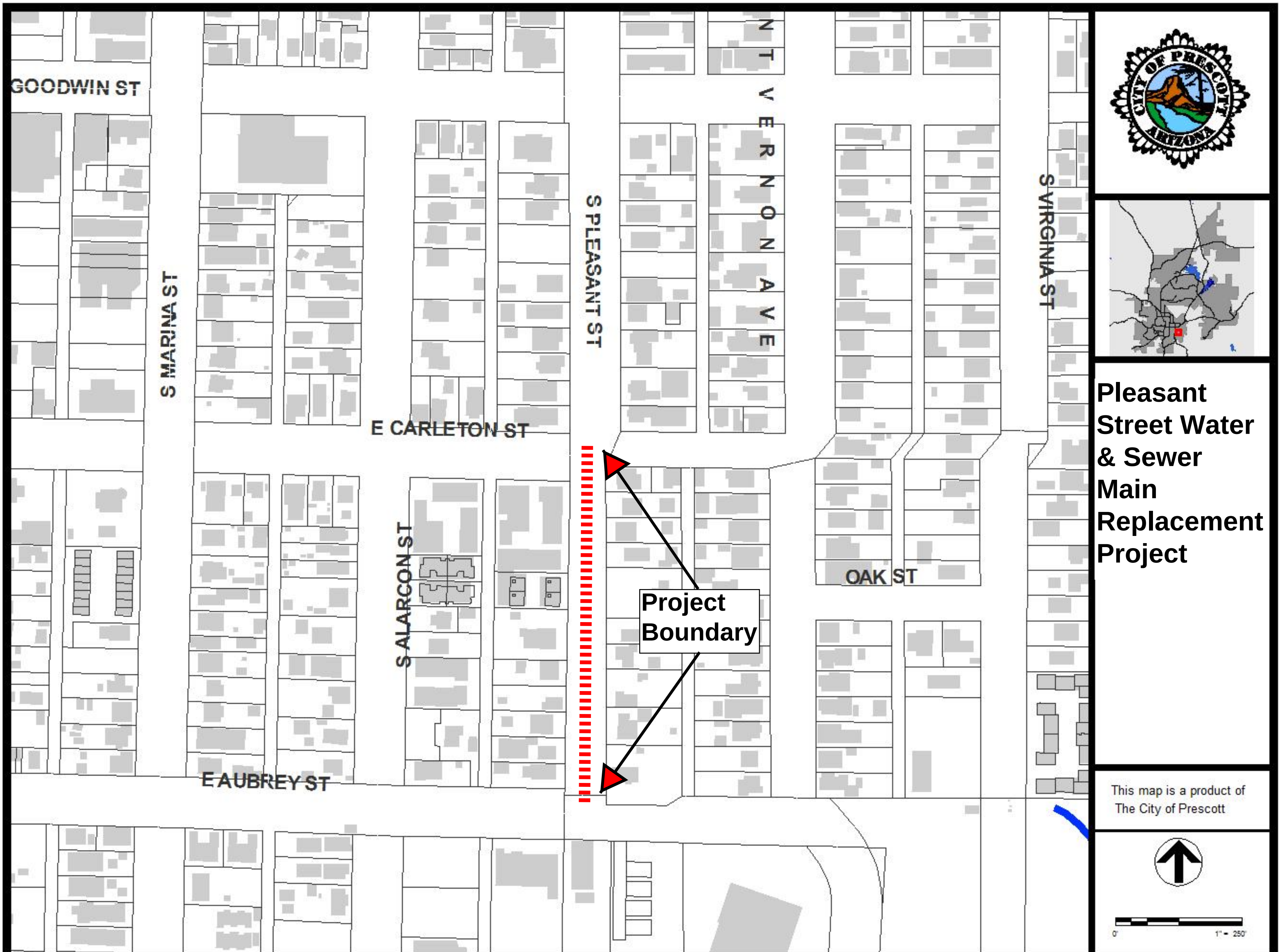
Attachments: Scope/Fee Spreadsheet
Subconsultant Proposal (ETC)

Pleasant Street Water Main Replacement									
Scope and Fees									
									
		Project Principal	Project Engineer	Survey Manager	Survey 2-Man GPS	Survey 1-man	Technician	Admin	TOTAL FEE
	Billing Rate per Hour	\$150	\$100	\$90	\$160	\$110	\$70	\$50	
				Pleasant Street					
TASK 100	Data Collection								
1:	Reconnaissance	2	2				2		\$ 640
2:	Kick-off Meeting / Coordination Meetings	2	10					4	\$ 1,500
3:	Topographic Survey and Mapping	1	1	4	4	9	6		\$ 2,660
4:	Review Available As-Built Mapping	3	3						\$ 750
	Task manhours	8	16	4	4	9	8	4	
	Subtotal - TASK 100	\$1,200	\$1,600	\$360	\$640	\$990	\$560	\$200	\$ 5,550
TASK 200	60% Construction Plans								
1:	Cover Sheet		0				1		\$ 70
2:	Index		0				1		\$ 70
3:	Standard Details		1				1		\$ 170
4:	Pipe Connection Details	1	1				1		\$ 320
5:	Notes		0				1		\$ 70
6:	Horizontal Control		0	1			1		\$ 160
7:	Results of Potholing	1	0.5	1			2		\$ 430
8:	SWPPP-Erosion Control		0.5				2		\$ 190
9:	Water and Sewer Main Plan and Profile	2	8.5				1		\$ 1,220
	Task manhours	4	11.5	2	0	0	11	0	
	Subtotal - TASK 200	\$600	\$1,150	\$180	\$0	\$0	\$770	\$0	\$ 2,700
TASK 300	Potholing								
1:	Identify Potential Utility Conflicts	1	2.5						\$ 400
2:	Survey Pothole Locations			1	1	1			\$ 360
3:	Coordinate Pothole Activities			1			3		\$ 300
4:	Tabulate Pothole Results		2.5						\$ 250
	Task manhours	1	5	2	1	1	3	0	
	Subtotal - TASK 300	\$150	\$500	\$180	\$160	\$110	\$210	\$0	\$ 1,310
TASK 400	Water Main Alignment								
1:	Refine Horizontal Alignment		1				1		\$ 170
2:	Refine Vertical Alignment		1						\$ 100
3:	Pipe Tie-ins		1				1		\$ 170
4:	Service Connections		1				1		\$ 170
	Task manhours	0	4	0	0	0	3	0	
	Subtotal - TASK 400	\$0	\$400	\$0	\$0	\$0	\$210	\$0	\$ 610

									
		Project Principal	Project Engineer	Survey Manager	Survey 2-Man GPS	Survey 1-man	Technician	Admin	TOTAL FEE
	Billing Rate per Hour	\$150	\$100	\$90	\$160	\$110	\$70	\$50	
TASK 500	Water Main Abandonment								
1:	"Blue-stake" alignment			0.5			2		\$ 185
2:	Abandonment call-outs		0.5				1		\$ 120
3:	Coordinated tie-over		0.5				1		\$ 120
	Task manhours	0	1	0.5	0	0	4	0	
	Subtotal - TASK 500	\$0	\$100	\$45	\$0	\$0	\$280	\$0	\$ 425
TASK 600	Technical Specifications/Special Provisions								
1:	90% Specifications	1	3						\$ 450
2:	100% Specifications	1	3						\$ 450
	Task manhours	2	6	0	0	0	0	0	
	Subtotal - TASK 600	\$300	\$600	\$0	\$0	\$0	\$0	\$0	\$ 900
TASK 700	Engineer's Opinion of Probable Construction Costs								
1:	60% Plans	0.5	2						\$ 275
2:	90% Plans	0.5	1						\$ 175
3:	100% Plans	0.5	1						\$ 175
	Task manhours	1.5	4	0	0	0	0	0	
	Subtotal - TASK 700	\$225	\$400	\$0	\$0	\$0	\$0	\$0	\$ 625
TASK 800	Bid Schedule								
1:	90%		1						\$ 100
2:	100%		1						\$ 100
	Task manhours	0	2	0	0	0	0	0	
	Subtotal - TASK 800	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$ 200
TASK 900	Preparation of 90% Plans								
1:	Cover Sheet								\$ -
2:	Index								\$ -
3:	Standard Details								\$ -
4:	Pipe Connection Details		1						\$ 100
5:	Notes								\$ -
6:	Horizontal Control								\$ -
7:	Results of Potholing			1					\$ 90
8:	SWPPP								\$ -
9:	Water Main Plan and Profile	3	5						\$ 950
	Task manhours	3	6	1	0	0	0	0	
	Subtotal - TASK 900	\$450	\$600	\$90	\$0	\$0	\$0	\$0	\$ 1,140

									
		Project Principal	Project Engineer	Survey Manager	Survey 2-Man GPS	Survey 1-man	Technician	Admin	TOTAL FEE
	Billing Rate per Hour	\$150	\$100	\$90	\$160	\$110	\$70	\$50	
TASK 1000	Preparation of 100% Plans								
1:	Cover Sheet								\$ -
2:	Index								\$ -
3:	Standard Details								\$ -
4:	Pipe Connection Details		1						\$ 100
5:	Notes								\$ -
6:	Horizontal Control								\$ -
7:	Results of Potholing			1					\$ 90
8:	SWPPP								\$ -
9:	Water Main Plan and Profile	3	5						\$ 950
	Task manhours	3	6	1	0	0	0	0	
	Subtotal - TASK 1000	\$450	\$600	\$90	\$0	\$0	\$0	\$0	\$ 1,140
TASK 1100	Final Bid Documents (P,S,&E)								
1:	Final Plans	1	2	1					\$ 440
2:	Final Specifications	1	2						\$ 350
3:	Final Estimate	1	2				0.5		\$ 375
4:	Final Bid Schedule	1	1				0.5		\$ 275
5:	Yavapai County (ADEQ delegated permit)	2.5	2				1		\$ 625
	Task manhours	6.5	9	1	0	0	0	2	
	Subtotal - TASK 1100	\$975	\$900	\$90	\$0	\$0	\$0	\$100	\$ 2,065
	TOTAL KWE DESIGN FEES	\$4,350	\$7,050	\$1,035	\$800	\$1,100	\$2,030	\$300	\$ 16,665
SUBCONSULTANT DESIGN FEES WITH 10% MARKUP									
	ETC								\$ 2,750
	TOTAL SUBCONSULTANT DIRECT LABOR FEES								\$ 2,750
	TOTAL DESIGN FEES								\$ 19,415

[illegible]



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

DEPARTMENT: Public Works

AGENDA ITEM: 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)

Approved By:

Date:

Director:	Hash, Henry	10/01/2014
City Manager:	McConnell, Craig	10/07/2014

Item Summary

This item is for installation of water main stops and valves on the existing 14-inch Willow Creek water line. The work is necessary to maintain service during construction of the Willow Creek Water Line Repair and Scour Protection Project.

Background

In 2005, a flood event in Willow Creek exposed the City's 14-inch and 18-inch water transmission lines, and caused severe bank erosion in Willow Creek east of Clearwater Drive. The City subsequently worked with the U.S. Army Corps of Engineers to perform flood damage repairs in four locations. In recent years, the water transmission facilities have again become exposed. On October 23, 2012, Council awarded a contract to JE Fuller Hydrology & Geomorphology (JE Fuller) to complete a FEMA flood study of Willow Creek from upstream of Willow Creek Road to downstream of Jack Drive. In addition to the flood study, JE Fuller's scope of work included design of scour protection for the existing water transmission mains. The three water transmission lines crossing Willow Creek in this vicinity are 30-inch, 18-inch and 14-inch in diameter. The 18-inch and 14-inch water lines, currently exposed at the surface, are proposed to be combined into one 24-inch diameter ductile iron pipe to be encased in concrete and constructed a minimum of 8 feet below grade. The existing 30-inch diameter transmission main, already encased in concrete 7-8 feet below grade, will remain in place during construction.

Bid Results

Agenda Item: 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 Masters, Inc., in an amount not to exceed \$92,780.00 (City Contract No. 2015-053; FY15 Water Fund)

In July 2014, the Public Works Department advertised a request for Multi-Step Sealed Bids for the stops and valves. Bids were received from International Flow Technologies and Arizona Tap Master, Inc. The submittal from International Flow Technologies was determined to be non-responsive. Arizona Tap Master, Inc., whose submittal met the solicitation requirements, was subsequently requested to provide a priced bid schedule (attached Exhibit B). The line stops will be completed by freezing the water in the pipe with liquid nitrogen, which can only be completed by qualified, specialized contractors. No local contractors responded to the request for proposals.

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
Arizona Tap Master, Inc.	Glendale, AZ	\$92,780.00

Written confirmation of their bid has been received from Arizona Tap Master, Inc. Verification of the company's license, bonding, references, and satisfactory performance of past municipal projects has been completed.

Project Schedule

Commence Construction	October 27, 2014
Completion	December 19, 2014

Financial Impact

FY15 funding was budgeted and is available for the Willow Creek Water Line Repair and Scour Protection Project in the Water Fund.

Attachments

1. EXHIBIT A - Vicinity Map
2. EXHIBIT B - Proposal and Bid Schedule

Recommended Action: **MOVE** 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).

EXHIBIT A – VICINITY MAP

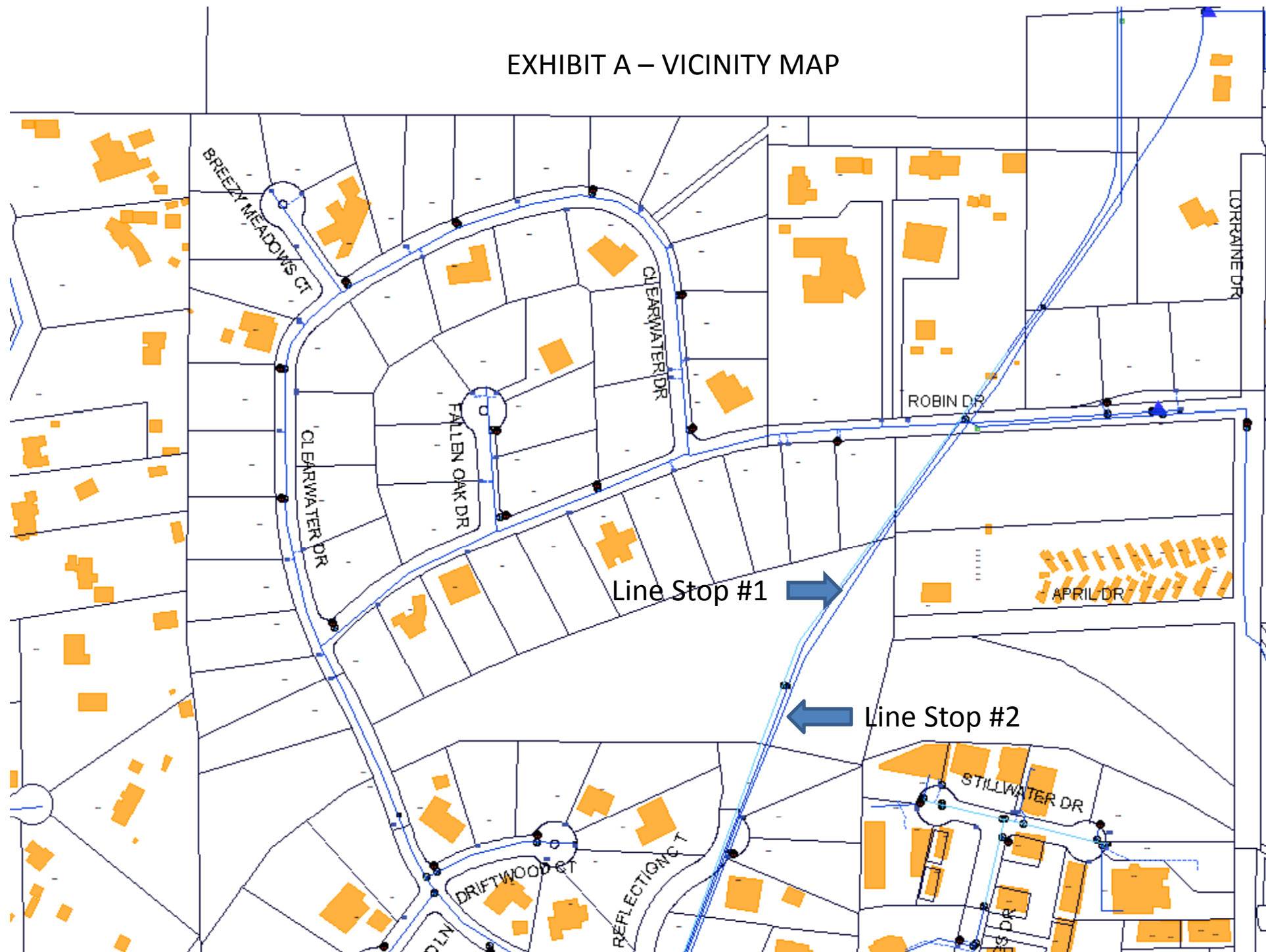


EXHIBIT B - PROPOSAL AND BID SCHEDULE

Arizona Tap Master, Inc
5838 W. Olive Ave, Ste C-105-273
Glendale, AZ 85302
AZ Contractors License # ROC257708



Contact: Don Hardin
Office: (623) 776-3132
Fax: (623) 776-3083
Cellular: (602) 999-1801
Email: azhottaps@gmail.com

Emergency Services Available

Pipeline Specialty Services

WILLOW CREEK WATER LINE REPAIRS PROPOSAL

• METHODOLOGY

Arizona Tap Master is to complete two 14" pipe freeze isolation stops on existing 14" concrete mortar lined pipe. Pipe freeze isolations are completed by installing a Pipe Freeze Jacket on piping system and injecting Liquid Nitrogen into the jacket to form an Ice plug stop. During the process TMI will monitor the temperatures of the piping to ensure that the plug is completely frozen and maintain the freeze during the valve installation. During this process there must be NO FLOW in order to achieve a successful freeze. Prescott Water must verify their inline valve will close and hold 100%.

• INCLUSIONS

1. 2- Permanent 14" weld on pipe freeze jackets (PIPE OD 14.36" – per Prescott Water Company) All Liquid Nitrogen required to complete the freeze.
 - A. Installation, by welding pipe freeze jackets at each location determined by COP Water. Each pipe freeze jacket will have one injection port and two vent ports installed on the top of the pipe freeze jacket and one drain port on the bottom of the jacket. Each port will have temporary ball valves installed to ensure isolation should there be a catastrophic failure in the existing 14" pipe. If a failure happens at this time the valves will be closed and a completion plug will be installed into the nipple to safely remove the temporary ball valves. This can be done with the pipe pressurized and with no interruption of service. Reinforcement pads will be installed at each end of the freeze jacket to reinforce the existing pipe in 12" of length.
 - B. 1 each 3" hot tap on each side of pipe freeze (1 upstream and 1 downstream for blow down / equalization)
2. Once pipe freeze is complete and verified. COP Water crew to drain piping in wash and TMI at other locations will cut 2 sections of the existing pipe out and prep pipe for installation of two new 14" Class E 150# Slip flanges (Flange Rating at 275# working pressure). The Flanges will be welded in place and new 14" valves and blind flanges will be installed at each location. (COP Water to approve and specify valve type, Bolts-stainless or CAD plated, Flange type full face or raised face)
 - A. Once valve is installed, the downstream side will be filled with water from existing pipeline (upstream hot tap) and equalized to operating pressure. TMI will verify there are no leaks at each 14" valve and newly welded flanges. At completion of the job the freeze jackets will be drained from bottom drain port. The freeze plug will be left to thaw out naturally on its own.

• EXCLUSIONS

Permits, Fees, Bonds, Special License's,
Blue Stake, Excavation, Shoring, Backfill, Dewatering / Draining of Pipeline and excavations.
Pumps, Chlorinating, Flushing, Disposal of any and all water.
Removal of Excess Water in Excavations where the new valves are to be installed.
Removal of Tar coatings, all hazardous materials that may be removed off pipe or during excavation and coatings created when prepping for welding on freeze jacket and weld on flanges.
Concrete Thrust blocks. Should pipe not be welded joints, COP to design engineered thrust restraints for piping to ensure that pipe will not pull out once pipe is cut and ready for flange and valve installation.
Concrete thrust support blocks under new 14" Gate valves that are installed.

HOT TAPS • LINE STOPS • PIPE FREEZING • VALVE INSERTION • WELDING SERVICES

Valve Box's, backfill, and compaction
Traffic Control permits, Traffic Control, Traffic Control Officers
Set up of all necessary fencing and safety barricades.
Lighting (light trees at each location of the work areas for work completed after hours if necessary)
Confined Space Permits, Regulations, Personnel and equipment if required.
Verification of NO FLOW in piping system (To be verified by COP Water Prior to start of Pipe Freeze Stops)
Repair the internal concrete mortar liner if damaged or popped off during the freezing process, or welding
Mortaring of any and all exposed steel piping that may be exposed internal and external.
Concrete liner may travel down pipeline and / or plugging or damaging of other water services and / or
equipment, pumps, fire hydrants, etc.
Any damage to existing pipe that may occur due to the freezing process (welds, corroded pipe, etc.)
All external coatings that may need to be applied or re-applied to existing piping, freeze clamps and fittings
that were installed by Tap Master or others.
Lifting devices if required to install fittings, and or valves should Tap Master truck not be within reach or
exceeds the weight limits of the truck crane.
Safe staging area near work area with clear access for Liquid Nitrogen Tanker and TMI trucks to fill all
Liquid Nitrogen Dewar's before, during and after pipe freezing process is being completed.

•THERE MUST BE NO FLOW IN ORDER TO ACHIEVE A SUCCESSFUL FREEZE•

•TIME FRAME TO COMPLETE WORK•

Excavations for pipe freeze and valve installation should be a minimum of 20 foot separation.
Pipe freezes should be completed during the slowest usage time. This should be determined by the
City Of Prescott and scheduled accordingly.
Excavation – To be provided and determined by COP
Pipe freeze jacket to be welded on, estimated time 12 hours each. To be completed in 8 hour working days.
Freeze time at each location – Estimated 8-10 hours per freeze. (This time may vary depending on
movement of water in piping)
Draining of pipe – City of Prescott to determine time frame. Approximately 2300 gallons per COP
Valve installations – Estimated 6-8 hours per valve installation
Thawing plugs – Estimated time 24 hours. This is an estimated time and may vary depending on outside
temperatures at that time.
Tap master to have two separate crews at each location of work to be performed and completed
consecutively.
Lead time on the valves is 3-4 weeks out on some makes of valves and 6-8 weeks on others ARO.
Lead time on Pipe Freeze Chamber's is 2-3 weeks out ARO.

12" Test Freeze

AZ. Tap Master completed a successful test freeze in our shop on a 12" pipe (supplied by COP) with similar characteristics. The freeze was completed in approximately 6 hours. Once the water was froze and determined to be safe for work to continue. A pressure test was completed on the upstream of the freeze plug at over 300 PSI and held for 2 hours. At completion of the pipe freeze there were not any noticeable defects or damage occurred to the pipe or the concrete liner during this process.



DONALD HARDIN / VICE PRESIDENT

Priced Bid Schedule (To be submitted only upon request)

Priced Bid Schedule
Water Line Stops and 14-inch Water Line Valve Installations for the
Willow Creek Water Line Repair and Scour Protection

Item	Description	Quantity	Unit	Unit Cost	Total
1	Water Line Stops	2	Ea	\$25,997.09	\$51,994.18
2	14-inch Resilient Wedge Gate Valves	2	Ea	\$8,892.91	\$17,785.82
3	Provisional Pay Item – Water Line Freeze Cost	10	HR	\$1,300.00	\$13,000.00
	Contract Allowance	1	LS	\$ 10,000.00	\$10,000.00

Total \$92,780.00

Total Bid:

Ninety Two Thousand Seven Hundred
Eighty and 00/100

Dollars

(Written Words)

Signature of Company Official

VICE PRESIDENT

Title

Arizona Tap Master

Company Name

623-7763132

Phone Number

5156 W. Olive Ave. #273

Address

623-776-3083

Fax Number

Glendale, AZ

City/State

85302

Zip Code

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

DEPARTMENT: Finance

AGENDA ITEM: 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 pm, November 18, 2014; and release of the Public Report

Approved By:

Date:

Director:	Woodfill, Mark	10/01/2014
City Manager:	McConnell, Craig	10/06/2014

Item Summary

At the October 7, 2014, Council meeting, adjustments to City utility (water and wastewater) rates necessary to fund the financial plan for these enterprises were outlined by Raftelis Financial Consultants, Inc. The rate setting process, and status of activities, are as follows:

10/3/14 Complete	Advertisement	Notification placed on the City's webpage informing the public of possible adjustments to water and wastewater rates.
10/7/14 Complete	Council Workshop	Presentation by Raftelis Financial Consultants on the Utility Rate Update. Discussion of rate adjustments necessary to fund the FY15-19 Water and Wastewater capital and operational expenses; presentation of the schedule for the rate setting public process.
10/14/14	Council Voting Meeting	Presentation and discussion to proceed with rate-setting process and/or other direction. Adoption of Notice of Intention to Adjust Rates; set a public hearing; and release the public report.
10/28/14	Public meeting with customers	Public Meeting #1 to present proposed rates and receive comments.
11/6/14	Public meeting with customers	Public Meeting #2 to present proposed rates and receive comments.
11/18/14	Council Voting Meeting	Public hearing on the proposed rates.
12/2/14	Council Voting Meeting	Council consideration of adoption of an ordinance setting adjusted water and wastewater rates.
1/1/15	New rates in effect	Ordinance setting new rates becomes effective 30 days after adoption.

Agenda Item: 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 pm, November 18, 2014; and release of the Public Report

Pursuant to the procedures set forth by the Arizona Revised Statutes, the City is required to adopt a Notice of Intention to Adjust Rates, set a public hearing, and release the Public Report to proceed with the rate setting process. The final Public Report will be filed with the City Clerk and made available for public review, including posting on the City website (www.prescott-az.gov). The Notice of Intention sets the public hearing for 3:00 pm, Tuesday, November 18, 2014. Adoption of the Notice and holding the public hearing will not obligate the Council to adjust the current rates. Any changes must be implemented by adoption of a separate ordinance, scheduled to be presented at the Council meeting of December 2, 2014.

Background

At the workshop of October 7, 2014, Council heard a presentation and discussed changes to the City utility rates identified in a financial plan prepared by Raftelis Financial Consultants, Inc. Revenue required to support functions within the Wastewater Fund continues to be of primary concern. Debt obligations and large capital investments are necessary for both the wastewater collection system (Sundog Trunk Main) and the wastewater treatment plants (Sundog and Airport) to maintain regulatory compliance. Additional pressure on both the Water and Wastewater Funds stems from inflationary impacts of the commodities and utilities (gas, electric) utilized in the day-to-day operations.

Attachments

1. Notice of Intention to Adjust Water and Wastewater Rates

Recommended Action: MOVE to: (1) adopt the Notice of Intention to adjust rates, fees and service charges; (2) set a public hearing for 3:00 pm, November 18, 2014; and (3) release the Public Report.

Public Notice of Intention to Adjust Water and Wastewater Rates

Notice is hereby given that the City of Prescott Council will be considering adjusting water and wastewater rates, fees and service charges. A public hearing on the proposed rate will be held on November 18, 2014, at 3:00 pm in the City Council Chambers at 201 South Cortez Street, Prescott, Arizona. The Public Report for the rate adjustments has been released, and is available on the City website www.prescott-az.gov, and at City Hall, 201 South Cortez Street, Prescott, Arizona.

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

DEPARTMENT: Airport

AGENDA ITEM: 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)

Approved By:

Date:

Airport Manager: Cox, John	10/06/2014
City Manager: McConnell, Craig	10/07/2014

Item Summary

This item pertains to pavement rehabilitation and structural upgrade to the apron located east of Taxiway D. The public aircraft access area is used to park large corporate aircraft as well as USFS fire suppression aircraft during the annual fire season. The design services will be performed by Dibble Engineering under City Contract No. 2014-029 for Airport Design and Engineering Services approved by City Council on September 24, 2013. ADOT approval of the Authorization of Services No. 4 is pending.

Background

The City and the United States Dept of Agriculture Forest Service (USFS) entered into a land lease agreement on April 18, 1989 (City Contract No. 1989-084) for development of what is now known as the Prescott Fire Center and Henry Y.H. Kim Aviation Facility. The aircraft apron areas of the leased facility are for USFS use during the normal fire season. The USFS maintains a hydrant system on this apron for filling aircraft with fire retardant. The Airport has the right to use the apron areas outside the normal fire season for heavy aircraft parking. Because of this, the lease requires the Airport to maintain the apron areas.

The Arizona Department of Transportation (ADOT) Pavement Preservation Program identified these apron areas as high priority for reconstruction. The ADOT grant will fund 90% of the design and construction costs; the 10% balance is budgeted in the City Airport Fund this fiscal year (FY15).

Agenda Item: 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)

The Prescott Fire Center has requested and tentatively received approximately \$1 million for separate improvements to the leasehold for federal Fiscal Year 2015. This has been a very lengthy process, and both agencies have been collaborating for over a year on the development and planning. The USFS has also contracted with Dibble Engineering for the design of their improvements, to maximize coordination with the City's apron reconstruction project.

The USFS improvements include an additional hydrant station and taxiway for aerial tankers, extending utilities to all hydrant stations, relocation/additional helicopter parking area and related infrastructure, and additional auto parking, and are 100% USFS funded.

The City's design work will be done by Dibble Engineering under City Contract No. 2014-029 for Airport Design and Engineering Services approved by City Council on September 24, 2013. This scope of services is in an amount not to exceed \$130,882.00. The Authorization for Services has been submitted to ADOT for approval, which is expected soon.

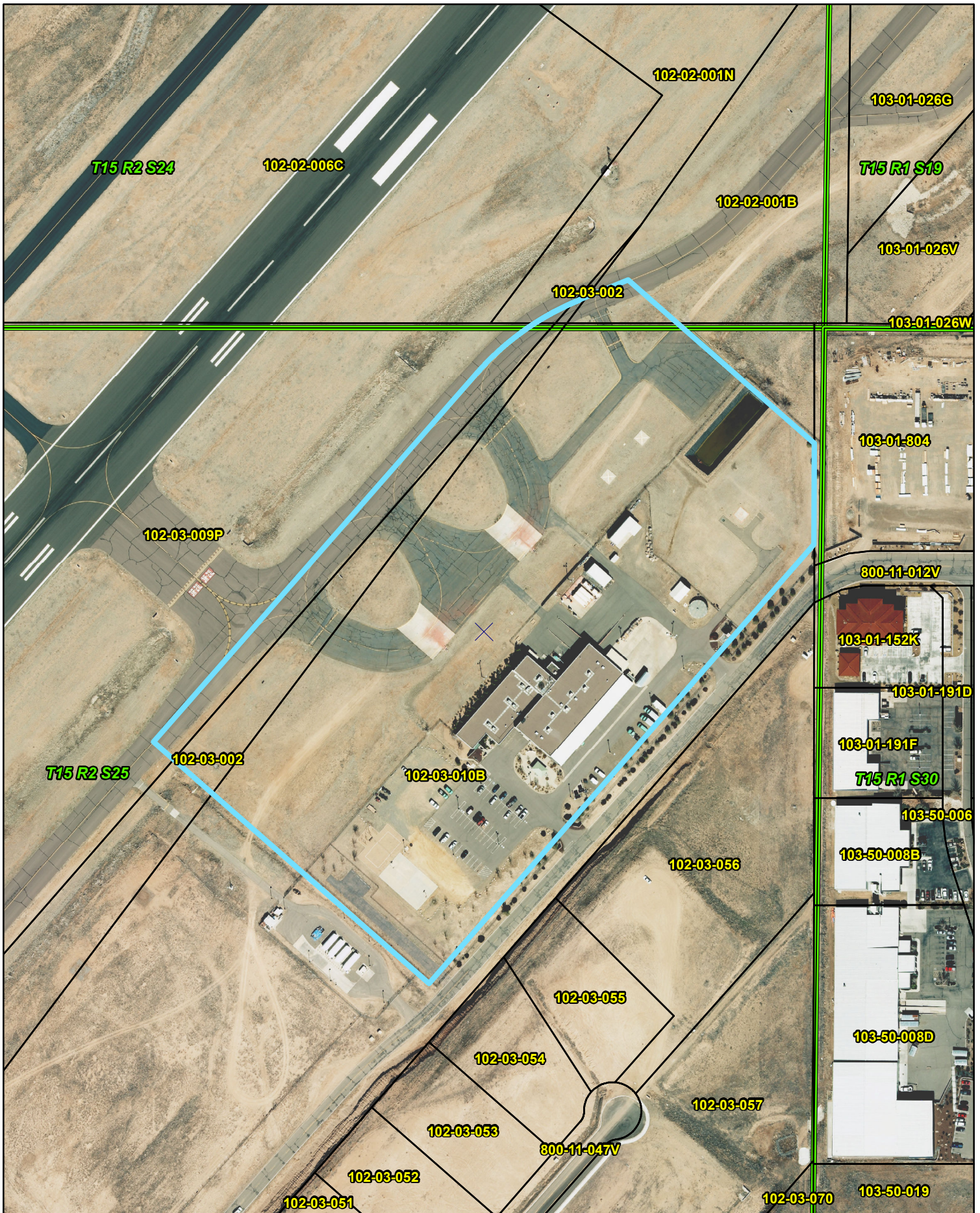
Financial Impact

The estimated project cost is \$1,600,000.00. As mentioned, ADOT will reimburse the City of Prescott 90% of the allowable design and construction costs up to \$1,440,000.00. The City's Airport Fund will contribute the remaining 10% (\$160,000.00), budgeted in FY15.

Attachments

1. USFS Leasehold – aerial map
2. USFS improvements preliminary layout
3. Aircraft Parking Apron - City Responsibility
4. ADOT Grant No. E5S2A
5. Authorization of Services No. 4 – Dibble Engineering

Recommended Action: **MOVE** to (1) accept 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.

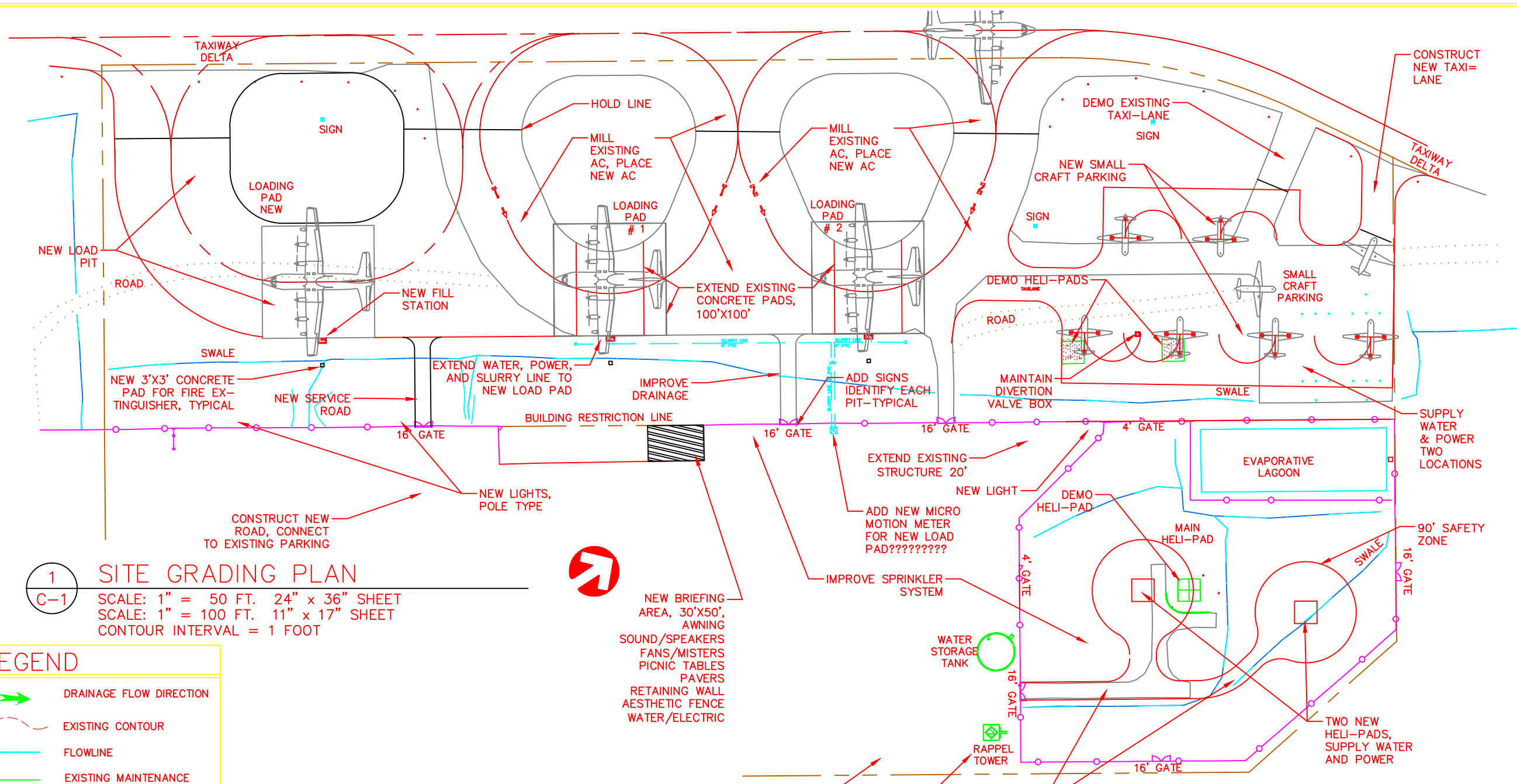


**USDA Forest Service Lease Area
Prescott Contract No. 89-84**

Legal Description

0 250 500 Feet





1 SITE GRADING PLAN
C-1 SCALE: 1" = 50 FT. 24" x 36" SHEET
SCALE: 1" = 100 FT. 11" x 17" SHEET
CONTOUR INTERVAL = 1 FOOT

LEGEND

- DRAINAGE FLOW DIRECTION
- EXISTING CONTOUR
- FLOWLINE
- EXISTING MAINTENANCE ROAD
- CENTER LINE TAXIWAY/LOADING RAMP
- SITE BOUNDARY
- SIGN
- RUNWAY/TAXIWAY LIGHT

PRELIMINARY

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Prescott, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of *Design/constr. rehab. and structural upgrade of 91,696 sf ACP apron east of Twy D (USFS Apron) used by USFS fire bombers during summer fire season and for large AC parking.* (the "Project"), for the improvement of the Ernest A. Love Field (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on July 11, 2014 and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **August 20, 2014**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be Ten Percent (10.0%)] as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **\$ One Million Four Hundred Forty Thousand (\$1,440,000)**
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or **August 20, 2018** whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after July 11, 2014 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

1) The Sponsor has the legal power and authority:

- a) to do all things necessary, in order to undertake and carry out the Project;
- b) to accept, receive and disburse grant funds from the State in aid of the Project.

2) The Sponsor now has on deposit, or is in a position to secure One Hundred, Sixty Thousand dollars (\$ 160,000), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

Capital Improvement Fund

(Enter local funding type and location)

3) The Sponsor hereby designates John E. Cox, Airport Manager
Name Title
to receive payments representing the State's share of project costs.

John E. Cox Airport Manager
Signature of Sponsor's Representative Title of Representative

4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id Design relocation of the existing airfield electrical vault including upgrading emergency generator, TWY E MITL, parallel to RWY 12/30 and replace segmented circle airfield Electrical Vault

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

Grant Number E5S2A
City of Prescott
Ernest A. Love Field

STATE:

State of Arizona
Multimodal Planning Division

SPONSOR:

By: _____
Title: Joseph S. Omer, Director
Date: _____

By: _____
Title: Marlin D. Kuykendall
Mayor
Date: 10/14/2014

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: Dana R. DeLong
City Clerk
Date: 10/14/2014

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse effect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
 - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
 - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
 - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an effect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
 - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One **Design/Construction Project Description and Funding Allocation**

Detailed Project Description:

Design/constr. rehab. and structural upgrade of 91,696 sf ACP apron east of Twy D (USFS Apron) used by USFS fire bombers during summer fire season and for large AC parking.

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$ 150,000	\$ 15,000	\$ 0	\$ 135,000
Construction	\$1,250,000	\$ 125,000	\$ 0	\$ 1,125,000
Construction Engineering	\$ 180,000	\$ 18,000	\$ 0	\$ 162,000
Sponsor Administration**	\$ 20,000	\$ 2,000	\$ 0	\$ 18,000
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Total Project Costs	\$1,600,000	\$ 160,000	\$ 0	\$ 1,440,000

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two

Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for State Funds Only (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$ 1,440,000

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2014	\$	\$	\$	\$	\$	\$
2015	\$ 30,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
2018	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2014	\$	\$	\$	\$	\$	\$ 30,000
2015	\$ 286,000	\$ 286,000	\$ 214,500	\$ 214,500	\$ 214,500	\$ 214,500
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
2018	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule					
Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*					
Submit Contract for State Review/Approval					
Award Consultant Contract					
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design	150	10/17/14		3/30/15	
Conduct 30% Design Review/Approval	15	12/30/14		1/20/15	
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	15	3/15/15		3/30/15	
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	15	3/15/15		3/30/15	
Issue Invitation for Bids	30	4/1/15		5/1/15	
Submit Bid Tab for State Review/Approval	15	5/15/15		5/30/15	
Award Construction Contract/Submit to the State	10	5/30/15			
Construction Phase					
Pre-Construction Meeting		6/10/15		6/10/15	
Issue NTP – Begin Construction	150	6/15/15		11/15/15	
Final Inspection		10/15/15			
Submit As-Builts & Final Documentation		11/15/15			
Submit Final Reimbursement Request and Sponsor Closeout Letter		12/31/15			

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.



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www.dibblecorp.com

October 2, 2014

Prescott Municipal Airport
Ernest A. Love Field
6546 Crystal Lane
Prescott AZ 86301

Attention: Mr. John E. Cox, C.M., C.A.E.
Prescott Airport Manager

RE: ENGINEERING SERVICES PROPOSAL
Authorization of Services No. 4
City of Prescott Contract 2014-029
Design and Bid Phase Services
USFS Apron Reconstruction

We appreciate the opportunity to provide design and bid phase services to the City of Prescott for the *USFS Apron Reconstruction* project at the Prescott Municipal Airport.

Dibble Engineering, as the prime consultant, is proposing to complete the Scope of Work as included in this proposal for the following lump sum fees:

A. Apron Reconstruction (ADOT/City Funded):

1. Design Phase Services:

1. Dibble Engineering.....Base Fee.....	\$108,997.00
2. Dibble Engineering.....Expenses.....	\$2,000.00
3. Civiltec.....USFS Lease Survey	\$3,012.00
4. Civiltec.....Additional Survey (Allow).....	\$1,985.00
5. Civiltec.....Additional Utility Coord (Allow).....	\$2,061.00
6. CR.....Electrical Design Support (Allow).....	\$3,000.00
Design Subtotal.....	\$121,055.00

2. Bid Phase Services:

1. Dibble Engineering.....Base Fee.....	\$9,737.00
2. Dibble Engineering.....Expenses.....	\$90.00
Bid Phase Subtotal.....	\$9,827.00

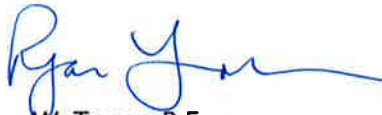
Apron Reconstruction Total..... \$130,882.00

With inclusion of Civiltec Engineering we are providing Prescott partners a participation benefit of 5.4%; and with CR Engineers we are providing a DBE benefit of approximately 2.3% on the Apron Reconstruction project.

Transmitted herewith is our proposed Scope of Work, Fee Summaries, Derivation of Fee Proposals, Estimated Manhours matrices, Estimated Allowance for Direct Costs (expenses), Project Exhibit, and Proposed Design Schedule.

We have greatly appreciated working with the City of Prescott and are excited to continue to assist on planning and design projects at the airport. If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,
Dibble Engineering

A handwritten signature in blue ink, appearing to read "Ryan Toner", with a long horizontal flourish extending to the right.

Ryan W. Toner, P.E.
Airport Practice Leader

A handwritten signature in blue ink, appearing to read "Jared Bass", with a long horizontal flourish extending to the right.

Jared Bass, P.E.
Airport Project Engineer

Enclosures



SCOPE OF WORK

Design and Bid Phase Services

USFS Apron Reconstruction

Prescott Municipal Airport



Dibble Engineering (Dibble) has been requested by the City of Prescott (City) to provide design and bid-phase services for the *USFS Apron Reconstruction* project at the Prescott Municipal Airport (Airport). The existing apron consists of old and severely deteriorated asphalt concrete (AC) pavement and has reached the end of its useful life. The existing condition generates varying sizes of Foreign Object Debris (FOD) relatively easy and often and is a significant concern for airport operations due to the potential risk of jet engine ingestion.

The City has received notice of a state grant in ADOT Fiscal Year (FY) 2015, (July 2014), for the reconstruction of the existing USFS apron. The grant will cover all design phase, bidding phase, City administration, construction administration and management services, and construction costs for the respective project.

The goal of the reconstruction project (ADOT/City Funded) is to extend the life of the existing apron pavement (AC and PCCP) and accommodate the current and projected future aircraft operations (size of aircraft and number of operations).

The construction documents will include plans, technical specifications, and bid-ready contract documents for the reconstruction of approximately 11,365 square yards (SY) of existing pavement (AC and PCCP). Construction will include demolition of the existing AC/PCCP pavements, earthwork, relocation of existing utilities, construction of new pavements (AC and PCCP), new utilities, and drainage modifications.

The Scope of Work for this project for the design and bid phase services includes:

1) **General:**

- a) **Project Management and Administration:** Dibble will provide all project management and coordination of the design team and will provide coordination between design team members, the City, and other interested stakeholders as necessary. Administration tasks such as file coordination and project printing and packaging at each submittal level will also be included under this task.

Dibble will make monthly "Design and Progress Reports", including invoicing, to the City in a format acceptable to the City.

2) **Project Start-Up and Data Collection:**

- a) **Existing Document Research and Coordination:** Gather and review all available as-built or record drawings, utility maps, surveys, design plans, studies, reports and miscellaneous projects at the airport and relevant to this project. This item shall also include contacting all utility stakeholders for potential impacts of this project. This item shall also consist of reviewing the existing data available for the current runway pavement and subsoil conditions. All of this information will be coordinated

with the surveyors so that any specific data important to the design of this project can be identified/obtained during the survey field activities.

- b) Survey and Base Map Development and Coordination: Multiple basemaps (topographic, utility, and civil) will be created from the topographic, pavement and utility infrastructure features collected from the topographic field survey, existing design files, field investigations (pictures and notes), quarter-section maps (if available), and record drawings. Also included in this item is the setup of all construction plan sheets including the survey and horizontal control sheets. All work will be consistent with City Standards.
- c) Project Kick-Off Meeting with the City: this meeting will be held with the City, USFS and any other airport stakeholder, (to be determined by the Airport), at the very beginning of the project. Discussion items may include design team, control of correspondence, design standards, design schedule, project submittals/deliverables, and coordination of anticipated impacts to airport operations and/or tenants during design (i.e. additional survey, geotechnical, etc.).

3) 30% Submittal:

- a) 30% Design Plans: Preliminary plans shall include the following: general construction notes, design legend and abbreviations; airport access location, contractor's haul route, staging and storage yard; construction phasing and barricading plans; Storm Water Pollution Prevention Plan (SWPPP) in accordance with Best Management Practices; pavement sections and typical cross-sections; demolition, grading and paving, pavement elevation, and pavement marking plans; miscellaneous utility details; pavement marking details; and other informational sheets such as geotechnical boring location map and boring typical sections.
- b) Draft Engineer's Design Report: The draft engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts such as geotechnical investigations. The report shall cover the following: airport and project descriptions; critical environmental and archeological aspects or documents such as an approved Categorical Exclusion (CATEX); relevant design standards; topographic survey and control; geotechnical investigations, results, pavement design and recommendations; pavement marking standards and design considerations; grading and drainage including hydrology and/or hydraulics (as needed); construction phasing; and list of anticipated technical specifications. The draft engineer's design report shall also include airport and project location exhibits and appendices such as: construction phasing exhibits, construction cost estimates, and other design elements as needed to document design intent.
- c) Draft Construction Safety and Phasing Plan (CSPP): Although the construction of this project is not anticipated to receive Federal Aviation Administration (FAA) funding, a CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2F.
- d) Categorical Exclusion (CATEX): Develop and submit the request for Categorical Exclusion to the FAA and/or ADOT for approval in accordance with all the required federal and state CATEX forms and the current FAA guidance, specifically FAA Orders 1050.1E and 5050.4B.

- e) 30% Quantities and Engineer's Opinion of Probable Construction Cost: based on the preliminary 30% construction plans and technical specifications, develop an Engineer's Opinion of Probable Construction Cost on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- f) 30% Design Coordination Meeting: This meeting will be held with the Airport, USFS and any other airport stakeholders, (stakeholders to be determined by the Airport), shortly after the 30% Submittal to discuss the design on a sheet-by-sheet basis. Discussion items may include preliminary construction phasing, material constructability, impacts to airport operations/tenants, any review comments provided at that time.
- g) 30% ADOT and Airport Review Meeting: This meeting will be held shortly after the 30% Submittal with ADOT MPD Aeronautics staff and airport representatives from the City to review the design scope and criteria, and to confirm other critical project components such as the CATEX (if required by ADOT). This meeting is required by ADOT and is necessary to receive approval to proceed past the 30% submittal stage.
- h) Plans-in-Hand Site Visit: Shortly after the 30% Submittal and before proceeding with the remainder of the project, Dibble will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utilities infrastructure and structures (visible in the field), pavement markings, grades, project limits, etc.
- i) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior practice staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standardized checking processes by a Senior QC Manager. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Senior QC Manager will review all combined project documents for consistency amongst the design elements before each submittal.

4) 60% Progress Submittal:

- a) 60% Design Plans: Plans shall include progressive design of all items as previously identified at the 30% level, as well as additional design details of the work. The 60% plans shall also incorporate any review comments received by the Airport, City, USFS, or ADOT MPD Aeronautics and the 30% plans-in-hand site visit.
- b) Draft Contract Documents and Technical Specification: The draft contract documents and technical specifications will be developed by Dibble in a manner consistent with the regulations and standards set forth by the funding agencies anticipated for construction, (i.e. ADOT and City). Contract documents shall include all Bidding Requirements, Contract General Provisions that control the work of the Contractor, Special Provisions specific to this project, and Technical Specifications for the materials with measurement and payment controlled on a unit price basis. The Technical Specifications will be consistent with the current edition of FAA AC 150/5370-10G, supplemented with City of Prescott, Yavapai County, and Maricopa Association of Governments (MAG) Standards and Details where applicable.

- c) 60% Quantities and Engineer's Opinion of Probable Construction Cost: Based on the 60% construction plans and technical specifications, develop an Engineer's Opinion of Probable Construction Cost on a unit price basis. As previously stated, the unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d) 60% Design Coordination Meeting: This meeting will be held with the Airport, USFS and any other airport stakeholder, (stakeholders to be determined by the Airport), shortly after the 60% Submittal to discuss the design on a sheet-by-sheet basis. Discussion items may include construction phasing, material constructability, impacts to airport operations/tenants, review comments, etc.
- e) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior airport staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standard checking processes by a Senior QC Manager. Review will include the deliverables not previously produced/reviewed such as the Contract Documents and Technical Specifications. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Senior QC Manager will review all combined project documents for consistency amongst the design elements before each submittal.

5) 100% Pre-Final Submittal (ADOT/Airport):

- a) 100% Design Plans: Pre-final plans shall be submitted for final review and approval by the City, USFS and ADOT MPD Aeronautics.
- b) 100% Contract Documents and Technical Specification: Pre-final contract documents and technical specifications for final review/approval by the City, USFS and ADOT MPD Aeronautics. This set will also be coordinated with the City to determine project advertisement and bidding dates.
- c) Final Construction Safety and Phasing Plan (CSPP): The final CSPP will be included as an appendix to the Contract Documents. The CSPP will be prepared in accordance with the most recent edition of FAA AC 150/5370-2F. The final CSPP along with a 7460-1 Site Exhibit will be submitted to the FAA Airspace Review website, *Obstruction Evaluation and Airport Airspace Analysis* (OE/AAA).
- d) 100% Quantities and Engineer's Opinion of Probable Construction Cost: Based on the preliminary 100% construction plans and technical specifications, develop an Engineer's Opinion of Probable Construction Cost on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- e) Pre-Final Engineer's Design Report: The pre-final engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications), and document the work and results of investigative efforts. This will be provided to the City, USFS and ADOT MPD Aeronautics at this submittal level for final review and approval.
- f) Plans-in-Hand Site Visit: Shortly after the 100% Submittal and before the final submittal (Bid Documents), Dibble will perform a plans-in-hand site visit to visually compare the plans to existing

field conditions. Design elements will be reviewed and/or confirmed in the field such as utility infrastructure and structures, pavement markings, grades, project limits, etc.

- g) 100% Design Coordination Meeting: This meeting will be held with the City, USFS and any other airport stakeholder, (stakeholders to be determined by the Airport), shortly after the 100% Submittal to discuss the design on a sheet-by-sheet basis. Discussion items may include final construction phasing, material constructability, impacts to airport operations/tenants, review comments, etc.
- h) Final Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior airport staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standard checking processes by a Senior QC Manager. Review will include the deliverables not previously produced/reviewed such as the Contract Documents and Technical Specifications. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Senior QC Manager will review all combined project documents for consistency amongst the design elements before each submittal.

6) 100% Bid Documents:

- a) 100% Bid Plans: Sealed plans shall have all internal and external review comments by the City, USFS and ADOT MPD Aeronautics incorporated and addressed and modifications made during final site visits. The plans will be issued for bidding and construction.
- b) Bid Contract Documents and Technical Specification: The final bid contract documents and technical specifications shall have all internal and external review comments by the City, USFS and ADOT MPD Aeronautics incorporated and addressed. The bid contract documents and technical specifications will be issued for bidding and construction.
- c) Bid Quantities and Engineer's Opinion of Probable Construction Cost: Based on the bid construction plans and technical specifications, provide a bidding schedule in the contract documents and an Engineer's Opinion of Probable Construction Cost on a unit price basis.
- d) Final Engineer's Design Report: The final engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. The final report shall also address any review comments received from all internal and external reviews, including the City, USFS and ADOT MPD Aeronautics.

7) Bid Phase Services:

- a) Project Management and Administration: Dibble will provide all project management and coordination of the design team, and will provide coordination between design team members, the City, USFS, ADOT and other interested stakeholders as needed, including the reprographics company used during the bidding process.

Administration tasks such as file coordination and project printing and packaging during the bid phase will be included under this task.

- b) Pre-Bid Meeting: Dibble will attend the pre-bid meeting and assist the City and USFS in conducting the meeting. Dibble, upon the request of the City and/or USFS, will provide a brief overview of the project and contract components, identifying important elements within the documents that the Contractors should be particularly familiar with prior to submitting a bid. Dibble shall also assist the City and USFS in developing and submitting the pre-bid meeting minutes to all plan holders.
- c) Bid Addendums: Pending contractors' reviews, comments, and questions, Dibble will assist the City in developing and issuing any necessary addendums, including revision to contract documents (i.e. plans and technical specifications). It should be noted that the hours provided in the *Estimated Manhour* matrix contained herein is based on a maximum of three (3) addenda.
- d) Contractor Questions: Dibble will coordinate, address, and appropriately respond to all contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed.
- e) Bid Opening Meeting: Dibble will attend the bid opening meeting to assist the City and USFS in reviewing and organizing the bidding documents from each contractor.
- f) Bid Tabulation and Recommendation: Dibble will evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the Engineer's Opinion of Probable Construction Cost and other bids submitted. Dibble will provide a bid summary letter stating all inconsistencies and results and a recommendation for the lowest responsible, responsive bidder. Included with this effort will be the review and evaluation support of the other contract components such as the DBE subcontractor evaluation.

8) Geotechnical and Pavement Design

It is Dibble's understanding that the required information for geotechnical and pavement design information will be provided from past work performed at the USFS facility, (i.e. Ninyo and Moore Report, USFS Survey files, and additional geotechnical).

9) USFS Lease/Property Boundary Survey (Lump Sum)

This item is to cover the effort to provide documentation for the lease/property lines of the USFS Facility during the design phase. *Civilitec Engineers* will perform these services, please see their attached proposal for additional information.

10) Additional Survey (Allowance)

It is Dibble's understanding that the majority of survey will be provided by the airport (i.e. existing USFS Survey Files and survey from the USFS Apron Expansion project funded by the USFS). This item is to cover the effort that may be required to provide additional topographic survey and control during the course of the design phase. As required, *Civilitec Engineers* will perform these services. Please see their attached proposal for additional information. This is a contingent allowance item and will only be allowed with prior approval by the airport.

11) Underground Utility Coordination (Allowance)

It is Dibble's understanding that the majority of underground utility information will be provided by the airport (i.e. USFS Apron Expansion project funded by the USFS). This item is to cover the effort that may be required for additional utility location during the course of the design phase. If required, *Civiltec Engineers* will perform these services. This is a contingent item and will only be used with prior approval by the airport.

12) Electrical Design Services (Allowance)

This item shall include the effort that may be required to provide electrical design and/or bid phase services. *CR Engineers* will perform these services if necessary. This is a contingent allowance item and will only be used with prior approval by the airport.

13) Project Deliverables

- a) 30% Submittal: 30% plans, Draft Engineer's Design Report, Draft CSPP, and 30% quantities and Engineer's Opinion of Probable Construction Cost.
- b) 60% Progress Submittal: 60% Plans, Draft Specifications, and 60% quantities and Engineer's Opinion of Probable Construction Cost.
- c) 100% Pre-Final (ADOT/City Final Review): 100% pre-final plans, pre-final specifications, 100% quantities and Engineer's Opinion of Probable Construction Cost, pre-final Engineer's Report, and Final Construction Safety and Phasing Plan.
- d) 100% Bid Submittal: 100% sealed bid-ready plans and specifications, 100% quantities and Engineer's Opinion of Probable Construction Cost estimate, and Final Engineer's Report. The final submittal for the project will also include an electronic (CD-ROM) of all the electronic documents, (i.e. CAD, Word, PDF, etc.).

Each submittal will be posted on the Dibble Webshare database electronically for the client's convenience. Also, the total number of hard copies of the deliverables is identified in the *Estimated Allowance For Direct Costs* sheet contained herein.

Dibble will also post the 30% and 100% submittals to the ADOT FTP site electronically (PDF).

14) Miscellaneous

This proposal is based on an estimated 5 month design schedule which includes the City and ADOT MPD Aeronautics review time, (see attached Design Schedule Exhibit).

All plans are to be prepared in AutoCAD Civil 3D 2013.

It is anticipated that this project will be designed as Base Bid and a maximum of two bid alternates.

15) Exclusions To This Scope of Work

- a) Landscape, Irrigation, and Environmental Design Services.
- b) Structural Engineering, Mechanical, or Architectural Design Services.
- c) Geotechnical and Pavement Design Services.
- d) Limited or Full Time Construction Administration services.
- e) Environmental Evaluation or assessments other than the CATEx or SWPPP.

Firm: Dibble Engineering
 On-Call Engineering
 Project: **USFS Apron Reconstruction**
Design and Bid Phase Services
 Prescott Municipal Airport
 Date: 9/29/2014



Contract Number: 2014-029
 Project Number: 2014-029PR04
 Task Number: 4
 Amendment Number: NA
 FAA Number: NA
 ADOT Number: E5S2A

Summary

Dibble

Subs

A. APRON RECONSTRUCTION

1. Design Phase Services

	Fee	Type		
1 Dibble Base Fee.....	\$108,997.00	Lump Sum	\$108,997.00	
2 Dibble Expenses.....	\$2,000.00	T&M	\$2,000.00	
3 USFS Facility Lease Survey (Civiltec).....	\$3,012.00	Allowance		\$3,012.00
4 Additional Survey (Civiltec).....	\$1,985.00	Allowance		\$1,985.00
5 Additional Utility Coordination (Civiltec).....	\$2,061.00	Allowance		\$2,061.00
6 Electrical Design Support (CR).....	\$3,000.00	Allowance		\$3,000.00
Design Phase Subtotal.....	\$121,055.00		\$110,997.00	\$10,058.00

2. Bid Phase Services

	Fee	Type		
1 Dibble Base Fee.....	\$9,737.00	Lump Sum	\$9,737.00	
2 Dibble Expenses.....	\$90.00	T&M	\$90.00	
Bid Phase Subtotal.....	\$9,827.00		\$9,827.00	\$0.00

APRON RECONSTRUCTION SUBTOTAL.....	\$130,882.00	\$120,824.00	\$10,058.00
---	---------------------	---------------------	--------------------

Prescott Area Participation	5.4%
DBE Participation	2.3%

Firm: Dibble Engineering
On-Call Engineering
Project: **USFS APRON RECONSTRUCTION**
Design and Bid Phase Services
Prescott Municipal Airport
Date: 9/29/2014

Contract Number: 2014-029
Project Number: 2014-029PR04
Task Number: 4
Amendment Number: NA
FAA Number: NA
ADOT Number: E5S2A

DERIVATION OF FEE PROPOSAL SUMMARY - APRON RECONSTRUCTION

APRON RECONSTRUCTION - BASIC FEE - DESIGN PHASE

Classification	Manhours	Direct Labor Rate	Labor Costs	
1 Project Principal	0	\$64.90	\$0.00	
2 Senior Project Manager	64	\$50.96	\$3,261.44	
3 Project Manager	130	\$47.11	\$6,124.30	
4 Senior Project Engineer	230	\$41.35	\$9,510.50	
5 Project Engineer	250	\$38.27	\$9,567.50	
6 Designer	240	\$28.85	\$6,924.00	
7 Assistant Engineer	0	\$26.00	\$0.00	
8 CAD Technician	0	\$26.00	\$0.00	
9 Admin Assistant	26	\$19.00	\$494.00	

Total 940 hrs

a. Total Labor..... \$35,881.74
b. Overhead at..... 176.15% \$63,205.69
c. Subtotal Labor + Overhead..... \$99,087.43
d. Net Fee..... 10% of c. \$9,908.74
e. Total Basic Fee..... (c + d) (rounded) **\$108,997.00**

ALLOWANCE FOR DIRECT COSTS

(Listed by Item at Actual Cost - NO MARKUP)

Item	Cost	
1 Submittal Printing (Dibble).....	\$ 1,530.00	T&M
2 Mileage (Dibble).....	\$ 470.00	T&M
f. Sub-Total Allowances for Direct Costs.....		\$2,000.00

ALLOWANCE FOR ADDITIONAL COSTS, OUTSIDE SERVICES & SUBCONSULTANTS

Firm	Cost	Method of Compensation
1 USFS Facility Lease Survey (Civiltec).....	\$ 3,012.00	Allowance T&M
2 Additional Survey (Civiltec).....	\$ 1,985.00	Allowance T&M
3 Additional Utility Coordination (Civiltec).....	\$ 2,061.00	Allowance T&M
4 Electrical Design Support (CR).....	\$ 3,000.00	Allowance T&M
g. Sub-Total Allowance for Add'l Costs:		\$10,058.00

TOTAL FEE

h. Total Estimated Cost to Consultant....(e. + f.) \$121,055.00

Firm: Dibble Engineering
On-Call Engineering
Project: **USFS APRON RECONSTRUCTION**
Design and Bid Phase Services
Prescott Municipal Airport
Date: 9/29/2014

Contract Number: 2014-029
Project Number: 2014-029PR04
Task Number: 4
Amendment Number: NA
FAA Number: NA
ADOT Number: ESS2A

APRON RECONSTRUCTION - ESTIMATED MANHOURS - DESIGN PHASE

TASK	PROJECT PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGNER	ASSISTANT ENGINEER	CAD TECHNICIAN	ADMIN ASSISTANT	TOTAL HOURS
1 General										
1a Project Management & Administration			8	36					12	56
2 Project Start-Up and Data Collection										
2a Existing Document Research and Coordination			2	2	4					8
2b Survey & Base Map Development & Coordination			2	2	12	12				28
2c Project Kick-Off Meeting with Airport			4	4					2	10
3 30% Submittal										
3a 30% Design Plans		6	12	24	32	48				122
3b Draft Engineer's Design Report			6	8	12	4			2	32
3c Draft CSPP			4	6	8	4			2	24
3d CATEX (FAA and/or ADOT)			4	8	6	4				22
3e 30% Quantities and EOPCC			4	4	8	4				20
3f 30% Design Coordination Meeting			4	4					2	10
3g 30% ADOT and Airport Review Meeting			4	4					2	10
3h Plans-in-Hand Site Visit				4	4					8
3i Internal QA Project Review		12								12
4 60% Submittal										
4a 60% Design Plans		6	12	24	34	56				132
4b Draft Contract Docs and Tech Specs		4	6	12	12					34
4c 60% Quantities and EOPCC			4	6	8	4				22
4d 60% Design Coordination Meeting			4	4					2	10
4e Internal QA Project Review		12								12
5 100% Pre-Final Submittal (ADOT/Airport)										
5a 100% Design Plans (Sealed)		4	12	12	36	48				112
5b 100% Contract Docs and Tech Specs		2	4	12	8					26
5c Final CSPP			4	8	4	4				20
5d 100% Quantities and EOPCC			2	6	8	4				20
5e Pre-Final Engineer's Design Report			4	4	8	4				20
5f Plans-in-Hand Site Visit				4	4					8
5g 100% Design Coordination Meeting			4	4					2	10
5h Final Internal QA Project Review		12								12
6 100% Bid Documents										
6a 100% Bid Plans (Sealed)		4	12	12	24	36				88
6b Bid Contract Docs and Tech Specs (Sealed)		2	4	8	6					20
6c Bid Quantities and Cost Estimate			2	4	6	4				16
6d Final Engineer's Design Report			2	4	6	4				16
TOTALS	0	64	130	230	250	240	0	0	26	940

Firm: Dibble Engineering
On-Call Engineering
Project: **USFS APRON RECONSTRUCTION**
Design and Bid Phase Services
Prescott Municipal Airport
DATE: 9/29/2014

Contract Number: 2014-029
Project Number: 2014-029PR04
Task Number: 4
Amendment Number: NA
FAA Number: NA
ADOT Number: E5S2A

DERIVATION OF FEE PROPOSAL SUMMARY - APRON RECONSTRUCTION

APRON RECONSTRUCTION - BASIC FEE - BID PHASE

Classification	Manhours	Direct Labor Rate	Labor Costs	
1 Project Principal	0	\$64.90	\$0.00	
2 Senior Project Manager	6	\$50.96	\$305.76	
3 Project Manager	38	\$47.11	\$1,790.18	
4 Senior Project Engineer	12	\$41.35	\$496.20	
5 Project Engineer	4	\$38.27	\$153.08	
6 Designer	12	\$28.85	\$346.20	
7 Assistant Engineer	0	\$26.00	\$0.00	
8 CAD Technician	0	\$26.00	\$0.00	
9 Admin Assistant	6	\$19.00	\$114.00	

Total 78 hrs

a. Total Labor..... \$3,205.42
b. Overhead at..... 176.15% \$5,646.35
c. Subtotal Labor + Overhead..... \$8,851.77
d. Net Fee..... 10% of c. \$885.18
e. Total Basic Fee..... (c + d) (rounded) **\$9,737.00**

ALLOWANCE FOR DIRECT COSTS

(Listed by Item at Actual Cost - NO MARKUP)

Item	Cost	
1 Mileage (Dibble).....	\$ 90.00	Time-and-Materials

f. Sub-Total Allowances for Direct Costs..... **\$90.00**

ALLOWANCE FOR ADDITIONAL COSTS, OUTSIDE SERVICES & SUBCONSULTANTS

Firm	Cost	Method of Compensation
	\$	

g. Sub-Total Allowance for Add'l Costs: **\$0.00**

TOTAL FEE

g. Total Estimated Cost to Consultant....(e. + f.) \$9,827.00

Firm:	Dibble Engineering On-Call Engineering	Contract Number: 2014-029 Project Number: 2014-029PR04
Project:	USFS APRON RECONSTRUCTION Design and Bid Phase Services	Task Number: 4 Amendment Number: NA
Date:	Prescott Municipal Airport 9/29/2014	FAA Number: NA ADOT Number: ESS2A

APRON RECONSTRUCTION - ESTIMATED MANHOURS - BID PHASE										
TASK	PROJECT PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGNER	ASSISTANT ENGINEER	CAD TECHNICIAN	ADMIN ASSISTANT	TOTAL HOURS
7 Bid Phase Services										
7a Project Management & Administration			6	4					2	12
7b Pre-Bid Meeting			6						2	8
7c Bid Addendums		2	6	4	4	12				28
7d Contractor's Questions		2	4							6
7e Bid Opening Meeting			6							6
7f Bid Tabulation and Recommendation		2	10	4					2	18
TOTALS	0	6	38	12	4	12	0	0	6	78

Firm:	Dibble Engineering On-Call Engineering	Contract Number: 2014-029 Project Number: 2014-029PR04
Project:	USFS APRON RECONSTRUCTION Design and Bid Phase Services Prescott Municipal Airport	Task Number: 4 Amendment Number: NA FAA Number: NA ADOT Number: E5S2A
Date:	9/29/2014	

ESTIMATED ALLOWANCE FOR DIRECT COSTS - DESIGN AND BID PHASE - APRON RECONSTRUCTION

1. PRINTING (30%, 60%, 100% and Bid Set Submittals)

(Miscellaneous Check Printing is Included in Operational Overhead)

DESIGN PHASE

a.	4	Submittals of (2 Copies Full-Size Bond Plans)	40 sheets =	40 Sheets @	\$1.50 /sheet	\$480.00
b.	4	Submittals (4 Copies Scaled 1/2-Size Plans)	40 sheets =	40 Sheets @	\$0.25 /sheet	\$160.00
c.	4	Plotting	40 sheets =	40 Sheets @	\$1.50 /sheet	\$480.00
d.	3	Submittals for Spec Book (2 copies @ 275 pages each)	@	150 Sheets @ (double-sided)	\$0.06 /sheet	\$49.50
e.	2	Submittals for Eng. Report (2 copies @ 275 pages each)	@	150 Sheets @ (single-sided)	\$0.60 /sheet	\$360.00
Subtotal						\$1,529.50
DESIGN PHASE TOTAL						\$1,530

2. MILEAGE

DESIGN PHASE

a.	5	Trips (Milage includes estimated travel on or around the airport during site visits)	210 Miles	@	\$0.445 /Mile	\$467
DESIGN PHASE TOTAL						\$470

BIDDING PHASE

b.	1	Trips (Milage includes estimated travel on or around the airport during site visits)	210 Miles	@	\$0.445 /Mile	\$93
BID PHASE TOTAL						\$90



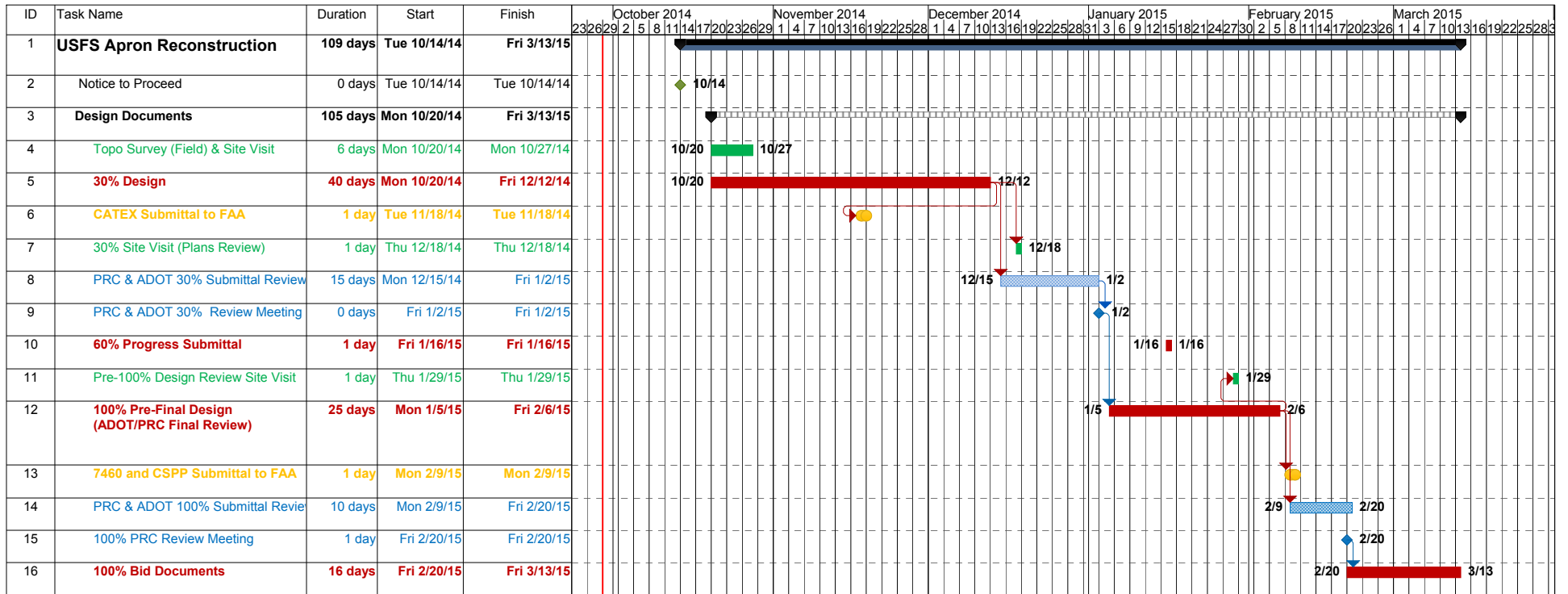
Legend

 Reconstruction Area



USFS APRON RECONSTRUCTION





Mon 9/29/14

USFS APRON RECONSTRUCTION

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

DEPARTMENT: Community Development

AGENDA ITEM: 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)

Approved By:		Date:
Director:	Guice, Tom	10/06/2014
City Manager:	McConnell, Craig	10/07/2014

Item Summary

This rezoning is associated with RP14-003, a separate agenda item for a replat of The Ranch Unit VIII.

The rezoning request pertains to all or parts of six lots in The Ranch at Prescott, Unit VIII. The replat will remove the subject area from Unit VIII and attach it to the unsubdivided parcel (103-20-596K) to the north. The parcel to the north will be a part of a future subdivision focused on multifamily development. The remaining portions of Lots 863, 864, and 865 will retain their SF-12 zoning, and be developed in a manner identical to the unaffected lots within Unit VIII.

Background

The owner of the subject lots, also the owner of the large multifamily parcel to the north, plans to develop that larger parcel as a multifamily subdivision and desires additional land area to accomplish it.

The proposed rezoning affects only the area to be removed from Unit VIII in order to match the MF-M zoning with that of the larger parcel. The associated Revision of Plat will divide the lots and adjust lot lines of the remaining lots of Unit VIII to assure that they continue to meet the zoning requirements of the SF-12 district. In addition, it will create the opportunity for a future street connection northward to Gateway Boulevard.

Notices were mailed to nearby property owners and The Ranch at Prescott Home Owners

Agenda Item: 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)

Association twice; no comments have been received.

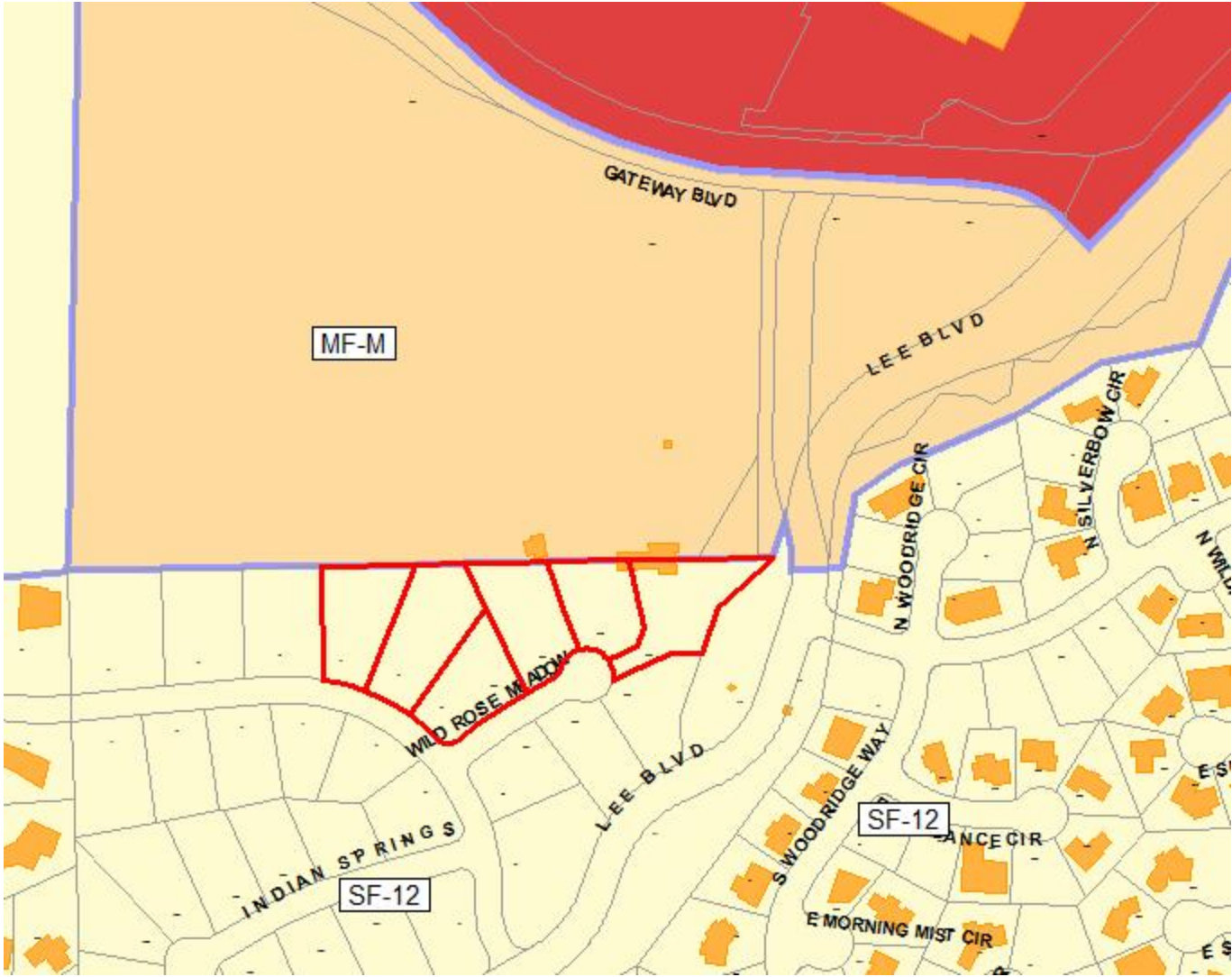
Planning and Zoning Commission Action

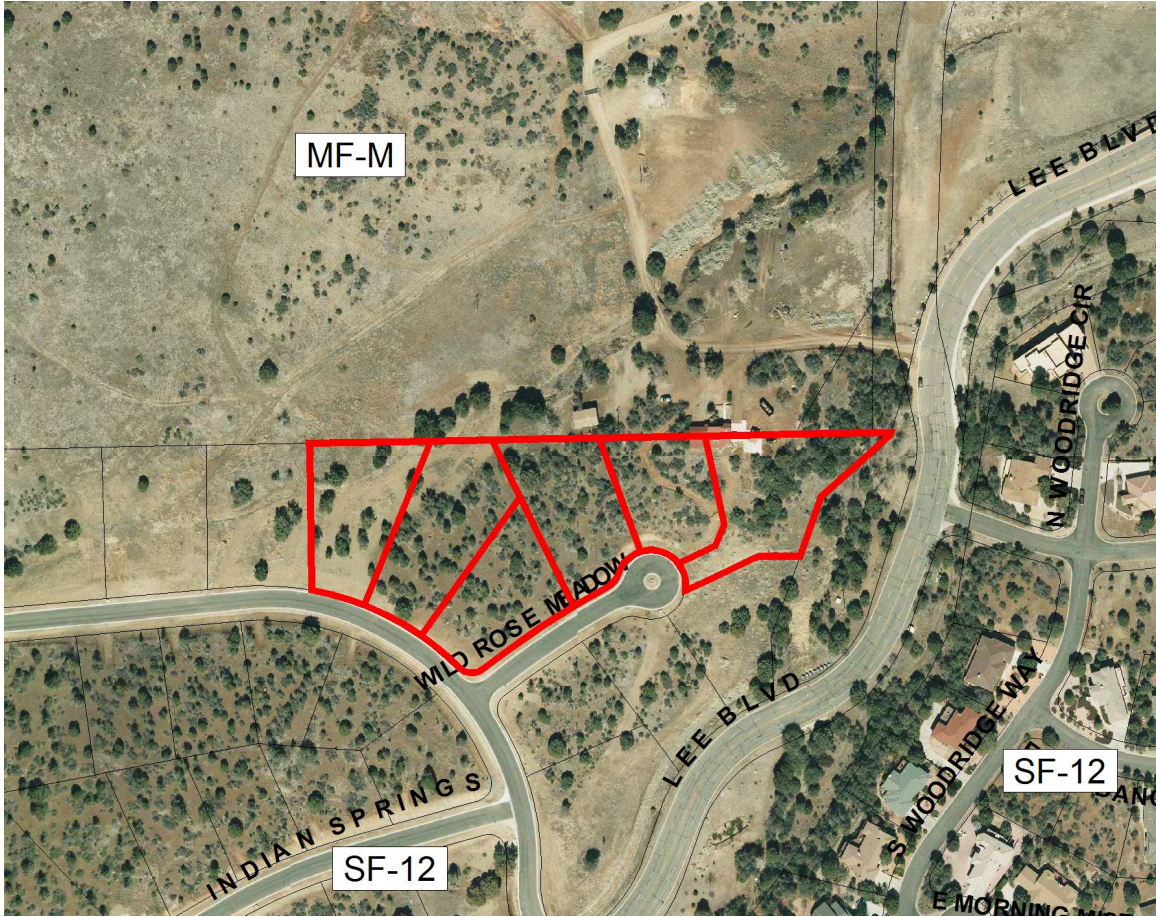
The Planning and Zoning Commission heard this request at their September 25, 2014, meeting; and after discussion voted 6-0 to recommend approval of the rezoning to the City Council.

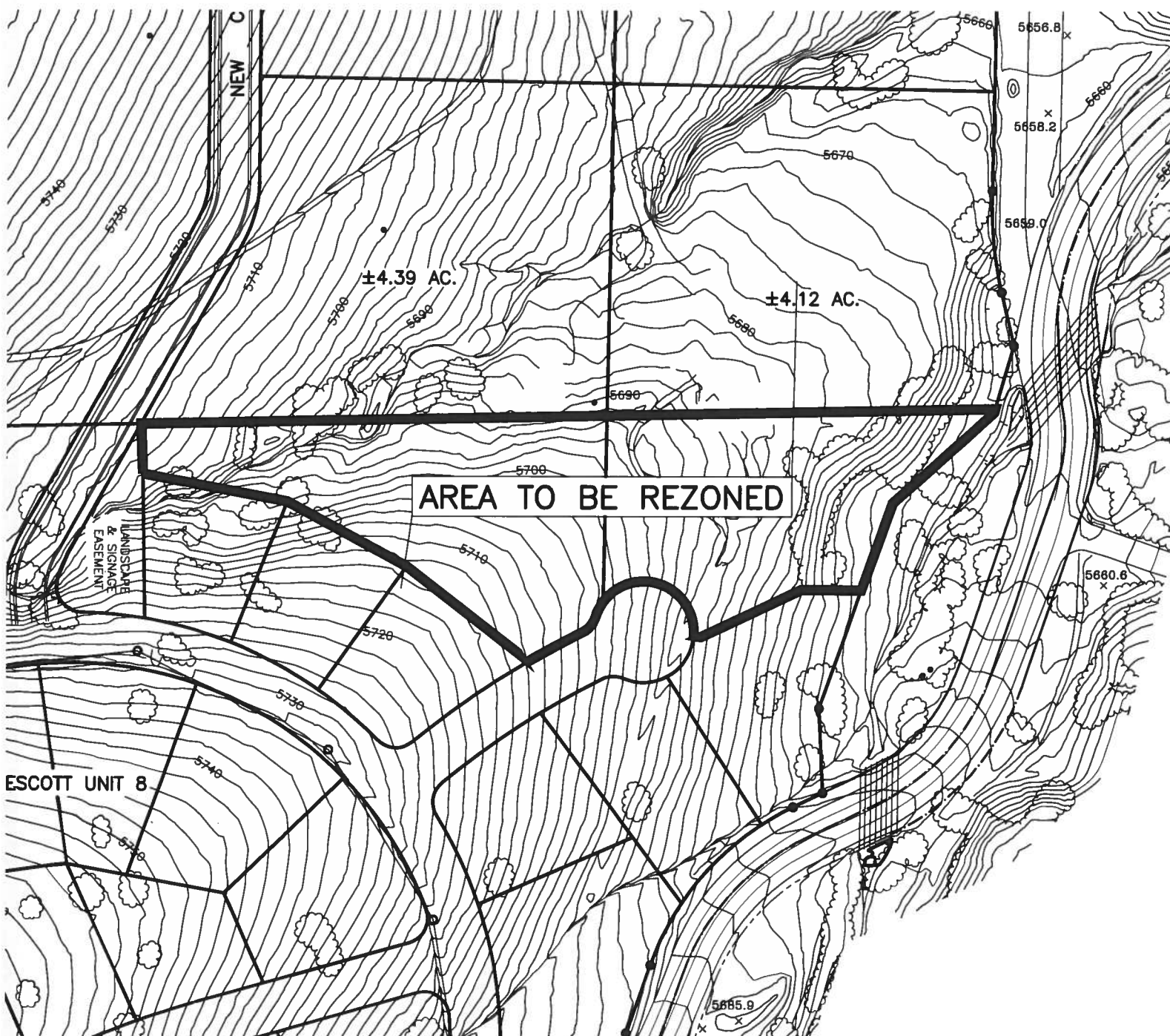
Attachments

1. Vicinity and zoning map
2. Aerial vicinity
3. Plan indicating area of zoning change
4. Ordinance No. 4912-1450

Recommended Action: MOVE to adopt Ordinance No. 4912-1450.







ORDINANCE NO. 4912-1450

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED AT WILD ROSE MEADOW AND MORNING GLOW WAY, FROM SINGLE-FAMILY 12 (SF-12) ZONING DISTRICT TO MULTIFAMILY MEDIUM (MF-M) ZONING DISTRICT.

RECITALS:

WHEREAS, the owners of certain properties within the corporate limits of the City of Prescott have requested a rezoning of their property; and

WHEREAS, the Planning and Zoning Commission of the City of Prescott has held public hearings regarding said rezoning; and

WHEREAS, the City Council of the City of Prescott has determined that it would be in the best interest of public necessity, interest, convenience or general welfare to rezone certain property; and consistent with the General Plan; and

WHEREAS, the requirements of Section 9.15 of the City of Prescott *Land Development Code* have been complied with.

ENACTMENTS:

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

SECTION 1. THAT, the following described parcel of land, further described in Exhibit A attached hereto and made a part hereof, is hereby reclassified as follows: Single-family 12 (SF-12) zoning district to Multifamily Medium (MF-M) zoning district.

SECTION 2. THAT the Mayor and Staff are hereby authorized to take all necessary steps to effectuate such rezoning.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

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

DEPARTMENT: Community Development

AGENDA ITEM: 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. (Owner: Bullwhacker Associates)

Approved By:

Date:

Director:	Guice, Tom	10/06/2014
City Manager:	McConnell, Craig	10/06/2014

Item Summary

This replat is associated with the separate item for rezoning parts of Lots 863 through 868.

This replat of Unit VIII will remove portions of Lots 863, 864 and 865, and all of Lots 866, 867 and 868 from the subdivision and revert the land to the adjoining unsubdivided parcel (APN 103-20-596K) to the north. In addition, the revision will modify lots 860 and 861, and create two common area tracts and a right-of-way for a future street connection to Gateway Boulevard, to the north.

Background

The property owner of the large un-subdivided parcel to the north is also the owner of all of the lots in Unit VIII affected by this plat revision. In order to set the stage for a future subdivision plat of the large multifamily parcel to the north, the owner desires to make changes to remove a portion of Unit VIII to be attached to the larger parcel and to create a point of connection for a future street. The future street will connect Unit VIII northward to Gateway Boulevard to serve the future subdivision of that larger parcel. The street will not be constructed until such time as a land division or development of the larger parcel occurs; the revision of Unit VIII is necessary to prepare for the foregoing.

The land area removed from Unit VIII will revert to un-subdivided land and can be incorporated into the anticipated future development of the large parcel as a number of multifamily residential complexes. The revision will reconfigure the remaining lots along Morning Glow and Wild Rose to retain lots that are compatible with the remaining

Agenda Item: 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. (Owner: Bullwhacker Associates)

unchanged lot of Unit VIII. The remaining portions of Lots 863, 864 and 865 range from 18,245 square feet to 20,886, all much larger than the minimum 12,000 square feet required by the zoning, but of comparable size to the remaining lots in Unit VIII, which are in the 18,000 to 24,000 square foot range.

Planning and Zoning Commission Action

The Planning and Zoning Commission heard this request at their September 25, 2014, meeting and, after discussion, voted 6-0 to recommend approval of the revision of plat to the City Council.

Attachments

1. Revision of the Ranch, Unit VIII

Recommended Action: MOVE to approve RP14-003, a revision of The Ranch, Unit VIII.

KNOW ALL MEN BY THESE PRESENTS:

THAT BULLWACKER ASSOCIATES, AN ARIZONA LIMITED PARTNERSHIP, LEE THOMAS BULLWACKER, AN ARIZONA LIMITED PARTNERSHIP, AND THE LIMITED PARTNERSHIP, GENERAL PARTNER, AS OWNER OF LOTS 860 THROUGH 868, INCLUSIVE, OF THE RANCH AT PRESCOTT UNIT VII, AS RECORDED IN BOOK 62 OF MAPS AND PLATS, COUNTY OF COCHISE, ARIZONA, BEING THE SAME AS SHOWN ON THE COUNTY RECORDED, LOCATED IN A PORTION OF SECTION 6, TOWNSHIP 13 NORTH, RANGE 2 WEST, AND A PORTION OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 2 WEST, GLA AND SALT RIVER BASIN AND MERIDIANA YAVAPAI COUNTY, ARIZONA, BEING THE SAME AS SHOWN ON THE COUNTY RECORDED, BEING THE SAME AS SHOWN HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE REVISION PLAY OF LOTS 860-868, THE RANCH AT PRESCOTT UNIT VII, AND HEREBY DECLARES THAT THE PURPOSE OF THIS REVISION OF PLAT IS: "AND

1. TO VACATE A PORTION OF THE EXISTING SUBDIVISION BY MODIFYING THE ORIGINAL SUBDIVISION BOUNDARY;
2. TO MODIFY THE CONFIGURATION OF LOT LINES WITHIN THE REVISED PLAT AREA, CREATING LOTS 860-R, 861-R, 863-R, 864-R, AND 865-R AND ABANDONING LOTS 867 THROUGH 865 AS SHOWN ON THE ORIGINAL PLAT;
3. TO RESERVE EASEMENTS FOR THE SPECIFIC PURPOSES SHOWN HEREON;
4. TO DEDICATE TO THE PUBLIC FOR USE AS SUCH THE RIGHT-OF-WAY FOR "CAWNEY RANCH", AS SHOWN HEREON;
5. AND TO ACKNOWLEDGE THAT THE REVISED LOTS ARE SUBJECT TO ALL MATTERS AS MAY BE CURRENTLY OF RECORD AFFECTING THE ORIGINAL PLATTED LOTS;

IN WITNESS WHEREOF, BILLWUWACKER ASSOCIATES, AN ARIZONA LIMITED PARTNERSHIP, LEE LIMITED, GENERAL PARTNERS, AS OWNER OF LOTS 860 THROUGH 868, INCLUSIVE, THE RANCH AT PRESCOTT UNIT "V", AS RECORDED IN BOOK 62 OF MAPS AND PLATS, PAGES 1-10, INCLUSIVE, HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND SEALED BY ITS AUTHORIZED OFFICER, AND THE INSTRUMENT TO BE FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF MARICOPA, ARIZONA, IN THE PUBLIC RECORDS OF THE COUNTY OF MARICOPA, ARIZONA, HAS CAUSED ITS NAME TO BE AFFIXED TO THIS INSTRUMENT. THE SIGNATURE OF THE OFFICER OF THE UNDERSEALED OFFICER FOR THE PURPOSES HEREIN CONTAINED, BEING DAY OF 2014.

BULLWHACKER ASSOCIATES, AN ARIZONA LIMITED PARTNERSHIP
LEE LIMITED, GENERAL PARTNER
LEE LIMITED

ATTEST BY: _____

JIM N. LEE, PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF YAVAPAI) SS

ON THIS _____ DAY OF _____, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR JIM N. LEE, WHO ACKNOWLEDGED HIMSELF TO BE PRESIDENT OF LEE LIMITED, AND ACKNOWLEDGED AS SUCH OFFICER, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BEING DULY AUTHORIZED TO SO DO.

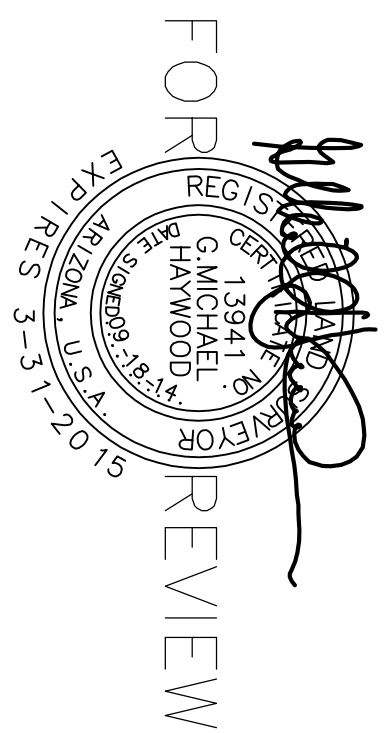
IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATION

I, MICHAEL HAYMOND, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 2014, THAT THE SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND, THAT ALL MONUMENTS SHOWN EXIST AS OF THE DATE HEREOF; AND ARE SUFFICIENT TO DEFINE THE BOUNDARIES OF THE SURVEY.



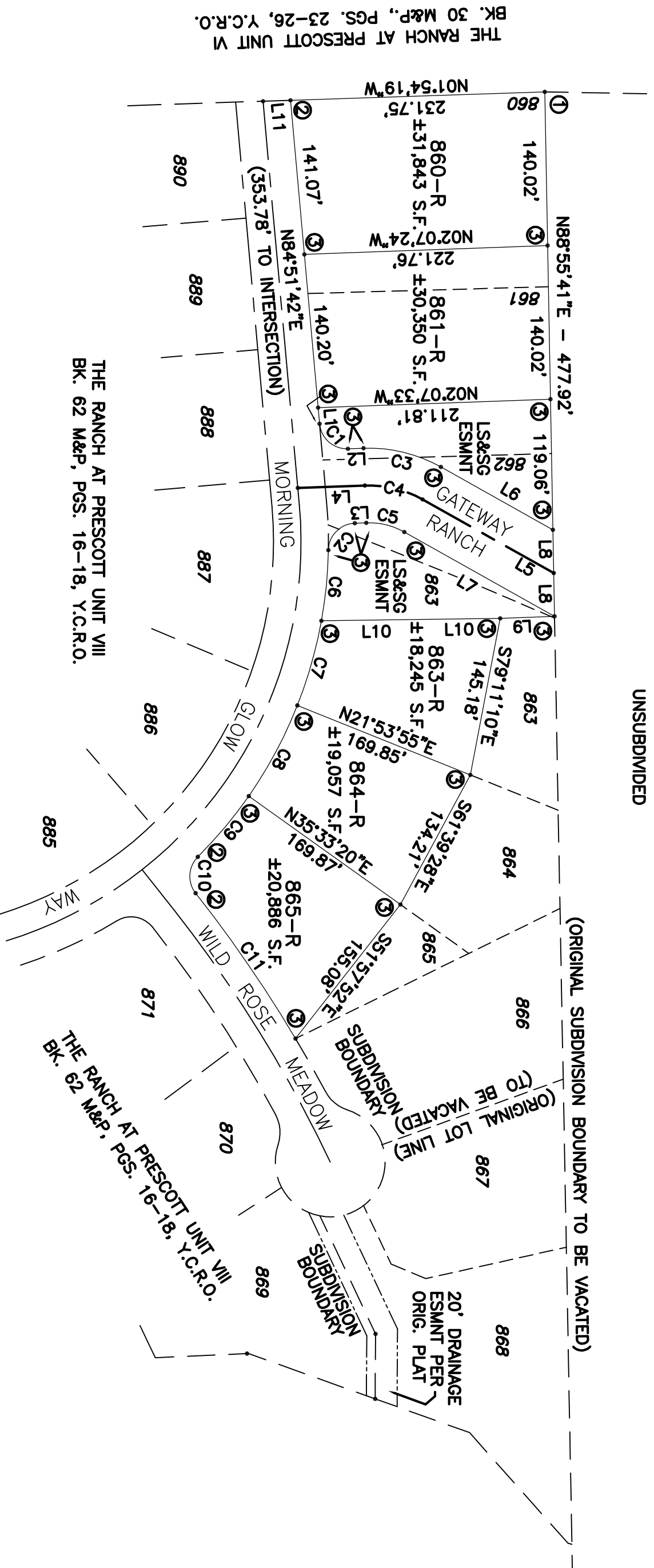
G. MICHAEL HAYWOOD - AZ. R.L.S. No. 13941

REVISION OF PLAT

LOTS 860-868, THE RANCH AT PRESCOTT UNIT VIII
YAVAPAI COUNTY, ARIZONA

LOCATED IN A PORTION OF SECTION 6, TOWNSHIP 13 NORTH, RANGE 2 WEST AND, SECTION 31, TOWNSHIP 14 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA.

PLAT ORIGINALLY RECORDED IN BOOK 62 OF MAPS AND PLATS, PAGES 16-18, ON FILE IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER

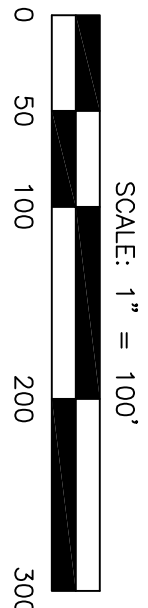
LINE TABLE

NO.	BEARING	LENGTH
L1	N84°51'42"E	14.80
L2	N02°05'29"W	14.22
L3	N02°05'29"W	10.44
L4	N02°05'29"W	61.16
L5	N29°18'02"E	136.99
L6	N29°18'02"E	117.06
L7	N29°18'02"E	156.91
L8	N88°55'41"E	39.41
L9	N02°11'03"W	46.99
L10	N02°46'40"W	162.95
L11	N01°54'19"W	25.04

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	25.00	86.571"	27.94
C2	25.00	86.524"	31.91
C3	134.00	31.2333"	73.42
C4	100.00	31.2333"	54.79
C5	66.00	31.2333"	36.16
C6	405.00	0.909494"	64.76
C7	405.00	1.12056"	80.22
C8	405.00	1.31758"	94.01
C9	405.00	1.01344"	72.30
C10	25.00	85.192"	36.36
C11	1225.00	0.73120"	160.83

① = FOUND G.L.O. BRASS CAP. N.W. COR. SEC. 6
S.W. COR. SEC. 31
② = FOUND 1/2" REBAR W/CAP "LS27239".
③ = SET 1/2" REBAR W/CAP "LS13941".



APPROVALS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PRESCOTT ON THIS
DAY OF _____, 2014.

MAYOFF

CITY CLERK

APPROVED BY THE COMMUNITY SERVICES DIRECTOR OF THE CITY OF PRESCOTT ON THIS
DAY OF _____, 2014.

COMMUNITY SERVICES DIRECTOR

APPROVED BY THE PUBLIC WORKS DIRECTOR OF THE CITY OF PRESCOTT ON THIS
DAY OF _____, 2014.

PUBLIC WORKS DIRECTOR

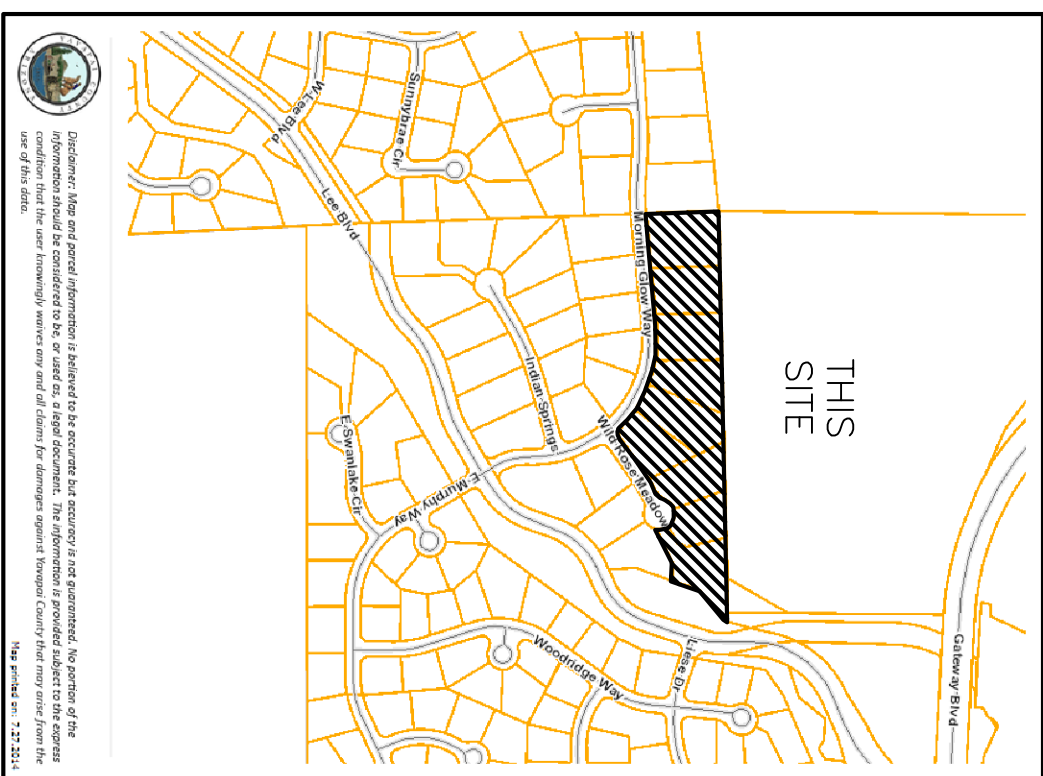
COMPLIANCE

THIS REVISION PLAT IS IN COMPLIANCE WITH CURRENT SUBDIVISION REGULATIONS AND CODES ESTABLISHED AND ADOPTED BY THE CITY OF PRESCOTT.

NOTES

THIS REVISION PLAT IS LOCATED WITHIN THE WATER SERVICE AREA OF THE CITY OF PRESCOTT ARIZONA, WHICH IS AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER RULES IN FORCE AT THE TIME OF RECORDING OF THE ORIGINAL PLAT.

THIS REVISION PLAT IS IN CONFORMANCE WITH CRITERIA ESTABLISHED BY STATE STANDARD ATTACHMENT 2-96 (SSA 2-96) UNDER AUTHORITY OF THE DIRECTOR OF THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR).



VICINTY MAP

YAVAPAI COUNTY G.I.S.

(RECORDER'S DATA) Filed and recorded at the request of <u>CITY OF PRESCOTT</u>	
NEXUS SOUTHWEST, LLC REGISTERED LAND SURVEYORS 212 S. MARINA STREET PRESCOTT, AZ. 86303 (928) 778-5101	
JOB NO. 14-214 CREW: BULLWHACKER CLIENT: RR/HW SCALE: 1" = 100'	DRAWN: GMM DATE: 7-24-14 CHECKED: GMM DATE: 7-28-14