



AGENDA

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
Tuesday, September 23, 2014
3:00 PM**

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

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

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

MAYOR AND CITY COUNCIL

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

- ◆ **ANNOUNCEMENTS**
- ◆ **PROCLAMATION**

A. Proclaiming October 2014 as Domestic Violence Awareness Month

I. CONSENT AGENDA

CONSENT ITEMS I.A. – I.H. 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 August 26, 2014, and September 2, 2014
- B. Adoption of Ordinance No. 4893-1431 authorizing acceptance of public utility easements from the Michael J. 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 \$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 No. 2015-047)

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

II. REGULAR AGENDA

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

RECOMMENDED ACTION: MOVE to award the bid and contract for the Chino Piping Reconfiguration – Water Compound Realignment Project to CNB Excavating, Inc., in the amount of \$231,800.00 (City Contract No. 2015-043).

- 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 No. IFB 14-36 pricing (City Contract No. 2015-039)

RECOMMENDED ACTION: MOVE 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).

- 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 \$700,000.00 in additional District funding for the Cliff Rose-Blackhawk Area Drainage Improvement Projects

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4242-1451.

- 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).

RECOMMENDED ACTION: MOVE to (1) 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.

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

RECOMMENDED ACTION: MOVE 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.

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

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.

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.

ORDINANCE NO. 4902-1440 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III, 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.

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.

ORDINANCE NO. 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.

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.

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.

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.

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.

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.

RECOMMENDED ACTION: (separate motions required): *MOVE to adopt*

- 1. Ordinance No. 4900-1438 – Administrative Code and local Amendments**
- 2. Ordinance No. 4901-1439 – International Building Code and local Amendments**
- 3. Ordinance No. 4902 1440 – International Residential Code and local Amendments**
- 4. Ordinance No. 4903-1441 – International Plumbing Code and local Amendments**
- 5. Ordinance No. 4904-1442 – International Mechanical Code and local Amendments**
- 6. Ordinance No. 4905-1443 – International Fuel Gas Code and local Amendments**
- 7. Ordinance No. 4906-1444 – International Energy Conservation Code and local Amendments**
- 8. Ordinance No. 4907-1445 – National Electrical Code and local Amendments**
- 9. Ordinance No. 4909-1447 – International Fire Code and local Amendments**
- 10. Ordinance No. 4910-1448 – International Wildland - Urban Interface Code and local Amendments**

- 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)

RECOMMENDED ACTION: MOVE to approve RZ14-001 amending the zoning of 1045 Whipple Street from Multifamily Medium (MF-M) to Business General (BG).

- 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)

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4257-1466.

- 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)

RECOMMENDED ACTION: MOVE 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).

- 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)

RECOMMENDED ACTION: MOVE 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.

- 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)

RECOMMENDED ACTION: MOVE 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.

- 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

RECOMMENDED ACTION: MOVE to approve payment of attorney's fees in the amount of \$22,933.00 to the law firm of Ryan Rapp & Underwood.

- M. Approval to enter into a Settlement Agreement and Release of Claims regarding Case No. CV-08204-PHX aka CV-11-08204-PCT-DGC, Vicente v. City of Prescott, et.al.

RECOMMENDED ACTION: MOVE to approve the Settlement Agreement and Release of Claims in Vicente v. City of Prescott, CV-08204-PHX aka CV-11-08204-PCT-DGC.

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

RECOMMENDED ACTION: MOVE to approve the revised City Council meeting schedule for November and December 2014 set forth in the Council Agenda Memo.

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 9-23-14

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of minutes for the City Council meetings held on August 26, 2014, and September 2, 2014

Approved By:

Date:

City Clerk: DeLong, Dana	09/11/2014
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Item Summary

Attached for approval are the City Council minutes of the Special Meeting held on August 26, 2014; Regular Voting Meeting held on August 26, 2014; and the Workshop Meeting held on September 2, 2014.

Attachments

1. August 26, 2014 Special Meeting Minutes
2. August 26, 2014 Regular Voting Meeting Minutes
3. September 2, 2014 Workshop Meeting Minutes

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

PRESCOTT CITY COUNCIL
SPECIAL MEETING
TUESDAY, AUGUST 26, 2014
PRESCOTT, ARIZONA

MINUTES OF THE SPECIAL MEETING OF THE PRESCOTT CITY COUNCIL HELD ON TUESDAY, AUGUST 26, 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 1:00 P.M.

◆ **ROLL CALL:**

Present:

Absent:

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

I. DISCUSSION ITEMS

- A. Presentation of Report on Fire Department Operations by the International City/County Management Association Center for Public Safety Management (ICMA/CPSM)

Craig McConnell, City Manager, presented. He announced the ICMA Project Staff and talked about the project being data driven and extremely specific and analytical. This was a starting point, the ICMA professionals would then analyze the information and make recommendations.

Leonard Matarese, Research and Project Development Director, addressed the Council. He noted that today's presentation was being made by Joseph Pozzo, Senior Manager and discussed the qualifications of the team who worked on the report.

Mr. Pozzo addressed the Council. He noted that the data gathered was combined with the nuances of the community in order for the team to make their recommendations. Mr. Pozzo showed a PowerPoint presentation that covered:

- ICMA PROJECT STAFF
- PRESENTATION AGENDA

- PROJECT METHODOLOGY
- PURPOSE OF FIRE OPERATIONAL ANALYSIS
- KEY ICMA OBSERVATIONS
- KEY ICMA OBSERVATIONS – ADMINISTRATIVE COMPONENTS

Councilman Lazzell asked if all Emergency Medical Service (EMS) calls were emergency medical calls. Mr. Pozzo said they were EMS calls, but not all high priority. He noted that he would address a chart with that information later in the presentation.

- DATA AND WORKLOAD ANALYSIS OVERVIEW

Mayor Pro Tem Lamerson asked if the team knew what percentage of calls were from rehabilitation facilities in the City of Prescott. Mr. Pozzo said he did not have that information readily available, but would send that information.

Councilwoman Wilcox asked if there was an overlap in automatic aid received and given in the fire categories. Mr. Pozzo said those were separate numbers.

Councilman Lazzell asked what “other” referred to in the illness and other category. Mr. Pozzo said he could get that breakdown to him.

Councilman Kuknyo asked if the data included several calls from one individual. Mr. Pozzo said yes. Mr. Matarese added that the answer was not to keep going back to the same location, but to look at alternatives. Mr. Pozzo noted that Phoenix had a couple of departments that were doing some out of the box things to address that issue.

Mayor Pro Tem Lamerson said every call was important. Mr. Pozzo said they recommended a very good communication center be in place to screen the calls and dispatch the appropriate resources. He noted that the City currently had a manual system, but there was a software system available that would be more efficient.

- DATA AND WORKLOAD ANALYSIS OVERVIEW
- DATA AND WORKLOAD ANALYSIS OVERVIEW - CALLS BY HOUR OF DAY
- ANNUAL DEPLOYED TIME BY CALL TYPE
- AVERAGE RESPONSE TIME

Councilwoman Wilcox asked which one of the response times was a factor for insurance purposes. Mr. Pozzo said the current fire rating the City had did not take response time into account. He said they looked at linear miles between fire stations. He noted that the road network had a lot to do with travel time.

Councilman Arnold asked if all the response times were calls where the engines originated from a station. Mr. Pozzo said yes and continued the presentation.

- 90TH PERCENTILE RESPONSE TIME

- SERVICE DEMAND AND STATION RESPONSE – FIRE CALL DISTRIBUTION
- EMS CALL DISTRIBUTION
- KEY ICMA OBSERVATIONS – STAFFING
- STAFFING FOR DEMAND AND TYPE OF CALL

Councilman Blair asked if the false alarm number was high or low for a community the size of Prescott, and what other communities were doing to reduce the number. Mr. Pozzo said the quantity was average, considering the size of the community and types of businesses present. He noted that some communities had ordinances in place to financially penalize repeat offenders. He noted that communities had also gone to single engine responses.

Mayor Pro Tem Lamerson asked if they considered the failure of the National Forest Service and the Bureau of Land Management, who did not manage the fuels that subjected our fireman and community to harm's way. Mr. Pozzo responded that they considered the actual issues. He noted that when they got to the Wildland section, it was about getting the fuels mitigation program to do the fuels mitigation and educate the public as to what their responsibilities were. He said they did not do an analysis on any external agencies.

Councilman Lazzell asked if the current policy was that the Fire Department respond to 100 percent of the calls. Mr. Pozzo said yes, whether it was medical or not. He noted that communities generally error on the side of caution and the call taker should fully understand the situation.

- KEY ICMA OBSERVATIONS – STAFFING FOR DEMAND AND TYPE OF CALL

Councilman Kuknyo said it appeared the fire houses were in the correct locations. Mr. Pozzo agreed.

- FOUR, SIX AND EIGHT MINUTE TRAVEL TIMES
- PROPOSED FUTURE STATIONS
- SERVICE DEMAND AND STATION RESPONSE
- WHAT ARE THE DRIVERS FOR STAFFING AND DEPLOYMENT OF RESOURCES?
- KEY ICMA OBSERVATIONS – FACILITY AND FLEET
- KEY ICMA OBSERVATIONS - EMERGENCY COMMUNICATIONS
- WILDLAND ANALYSIS
- PROPOSED PFD ORGANIZATIONAL CHART
- WILDLAND ANALYSIS – RESPONSE TO WILDFIRES

Councilwoman Wilcox said a decision that the Council had to make was where to house fire administration. She asked if it was something they addresses. Mr. Pozzo said the decision would be the manager's recommendation, as to where he would like staff located.

Councilman Blair said he was more concerned with the safety of the facilities and the trucks, and asked if the facilities report should be put together by the Fire Department or the Facilities Department. Mr. Pozzo said Facilities Maintenance and engineers were trained to evaluate the structures.

Councilman Kuknyo asked if there would be an opportunity to read the report and then ask the team questions. Mr. McConnell said they were a continuing resource to the City and he felt there was a long-term interest in maintaining a relationship with them. He noted that on September 2, 2014, there would be a Workshop to discuss the ICMA recommendations for the Police Department. He said the same process was expected to happen with the Fire Department. If there was a need for specific information from ICMA, before or after the Workshops, they would be asked to assist.

Mr. Matarese talked about the facilities. He said a fire department was a tool and it needed to be looked at differently than a building. He said there were engineers and architects that were experts in fire station safety that the City may want to use.

Councilman Lazzell asked if they surveyed the firefighters, as to what they were looking for from the Council. Mr. Pozzo said they did not.

Mayor Kuykendall asked what his thoughts were regarding reserve units. Mr. Pozzo said they were difficult to manage, but made a big difference.

II. ADJOURNMENT

There being no further business to be discussed, the Special Meeting of August 26, 2014, adjourned at 2:47 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 Special Meeting of the City Council of the City of Prescott, Arizona held on the 26th day of August, 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, AUGUST 26, 2014
PRESCOTT, ARIZONA

MINUTES OF THE REGULAR VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON AUGUST 26, 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 3:01 P.M.

◆ **INTRODUCTIONS**

Mayor Pro Tem Lamerson introduced Yavapai County Supervisor Craig Brown,

◆ **INVOCATION**

No invocation was given.

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

◆ **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.

I. CONSENT AGENDA

A. Approval of minutes for the Council meetings held on August 5, 2014 and August 12, 2014.

B. Approval of payment to Trauma Intervention Programs of Arizona, Inc. (TIP), in the amount of \$23,906.00 for Fiscal Year 2015

- C. Adoption of Ordinance No. 4892-1430 authorizing acceptance of a public utility easement from "The Corum Trust"
- D. Adoption of Ordinance No. 4898-1436 authorizing the acceptance of a public utility easement from BASIS Schools, Inc.
- E. Adoption of Ordinance No. 4899-1437 accepting a public trail easement from BASIS Schools, Inc.

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

II. REGULAR AGENDA

- A. Public Hearing and consideration of a Series 10/10S, Beer and Wine Store with sampling privileges, liquor license application from Jeffrey Howard Roff, applicant for Whole Foods Market located at 1112 Iron Springs Road.

Dana DeLong, City Clerk, presented, noting that the application had been routed through the Police and Community Development departments and had been posted for 20 days. The applicant was present to answer questions.

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

COUNCILMAN KUKNYO MOVED TO APPROVE LIQUOR LICENSE APPLICATION NO. 10133274, FOR A SERIES 10/10S, BEER AND WINE STORE WITH SAMPLING PRIVILEGES, FOR WHOLE FOODS MARKET LOCATED AT 1112 IRON SPRINGS ROAD; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.

- B. Public Hearing and consideration of a Series 11, Hotel/Motel. Liquor license application from Andrea Dahlman Lewkowitz, applicant for La Quinta Inn & Suites Prescott Convention Center, located at 4499 Highway 69

Dana DeLong, City Clerk, presented noting that the application had been routed through the Police and Community Development departments and had been posted for 20 days. The applicant was present to answer questions.

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

COUNCILMAN ARNOLD MOVED TO APPROVE LIQUOR LICENSE APPLICATION NO. 11133032 FOR A SERIES 11, HOTEL/MOTEL LICENSE, FOR LA QUINTA INN &

**SUITES PRESCOTT CONVENTION CENTER LOCATION AT 4499 HIGHWAY 69;
SECONDED BY BLAIR; PASSED UNANIMOUSLY.**

- C. Appointment of Raymond Hardyman to the City of Prescott Public Safety Personnel Retirement System Board.

Dana DeLong, City Clerk, presented. In June 2014, a vacancy was created on the Public Safety Retirement System Board. It was advertised in July and three new applications were received, in addition to applications kept on file. The Council Appointment Committee interviewed two of the applicants on August 12, 2014 and recommended Raymond Hardyman to the Board, with a term to expire in March 2018.

Mayor Pro Tem Lamerson noted that there were three excellent applications and he appreciated the volunteerism of those citizens.

MAYOR PRO TEM LAMERSON MOVED TO ACCEPT THE COUNCIL APPOINTMENT COMMITTEE'S RECOMMENDATION TO APPOINT RAYMOND HARDYMAN TO THE CITY OF PRESCOTT PUBLIC SERVICE PERSONNEL RETIREMENT SYSTEM BOARD, TERM TO EXPIRE MARCH 2018; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

- D. Approval of Fiscal Year 2015 Transient Occupancy (Bed) Tax allocations

Don Prince, Tourism Director, presented. He noted that since 2008, the Bed Tax had been set at 3 percent with funding specified for tourism promotion and recreation development. For the past four years, the City staff and the Tourism Advisory Committee (TAC) jointly addressed the Bed Tax budget. Since 2011, there had been a process in place for event producers to request funding. This year, there were fifteen applications in two separate categories; Community Events and Tourism Events.

Mr. Prince noted that the funding table in the packet was created by staff and the TAC. There was no increase recommended in the Marketing and Promotion budget.

Councilman Lazzell asked if there was oversight on how the money was spent. Mr. Prince said that a marketing plan was submitted and reviewed. The money was specified for marketing.

Councilwoman Wilcox asked what specific recreation and tourism amenities were being funded with the \$30,000.00. Joe Baynes, Recreation Services Director, said the money was used for additional irrigation and additional field lighting.

Councilman Kuknyo said he would like to see the Sister Cities \$3,500.00 line item come out of the Council's budget and moved to the TAC, with the understanding that the amount would decrease over the years as they received more of their funding through fundraising events.

Craig McConnell, City Manager, said the bed tax allocation had a projected ending cash balance. The Council could vote to approve the proposal made by Councilman Kuknyo that day. Mayor Kuykendall said they could consider it for next year's budget.

Councilman Blair questioned the \$35,000.00 for Prescott Area Arts and Humanities Council (PAAHC) and asked how it supported tourism. Mr. Prince noted that Arts and Culture was one of the major tourism drivers. There had been much research done to prove that Arts and Culture travelers stayed longer and spent more money in the towns they visited. He noted that the \$35,000.00 was in a grant program that was allocated to organizations that requested funding for events and productions.

Mr. Prince noted that the Cowboy Poets Gathering was one of the events funded by that money in 2014. He noted that applicants could not get funding from PAAHC and the TAC.

Mr. McConnell said PAAHC acted as an agent for the City of Prescott, soliciting and evaluating event proposals and then making recommendations. PAAHC would not receive a lump sum of \$35,000.00 to expend from their budget.

Mayor Pro Tem Lamerson said he never agreed with the bed tax because it targeted one particular industry in the community, to pay for something the entire community benefited from; however, he said he would respect the Council's decision.

Cindy Gresser, Executive Director of the Smoki Museum, informed Council that she had been appointed to the Board of the Arizona Citizens for the Arts. She noted that Arizona recognized the positive impact of funding the arts by reinvesting \$1 million in the arts, from the rainy day fund.

She said some of the applicants only received \$700.00 from PAAHC, but the \$700.00 enabled the non-profit to get matching funds, and produce events which drew people to Prescott. She thanked Council for their previous votes and asked them to support the arts again.

COUNCILMAN BLAIR MOVED TO APPROVE THE TRANSIENT OCCUPANCY TAX ALLOCATIONS FOR FY2015; SECONDED BY COUNCILMAN KUKNYO; PASSED UNANIMOUSLY.

- E. Approval of a professional services agreement with Dibble Engineering, Inc., to provide engineering services for the Willow Creek Road Realignment Project in an amount not to exceed \$524,735.00.

Henry Hash, Public Works Director, presented, noting that the project consisted of construction and realignment of approximately 1.6 miles of Willow Creek Road, between Pioneer Parkway and the Deep Well Ranch Road roundabout. He noted that it also

included 7,500 feet of 12 inch water main and was a joint project with the County. He said the selection process was followed, according to Arizona law. There were six proposals, four of which were interviewed by a seven member panel.

Councilman Lazzell asked why an out of town firm was more qualified than the firms in Prescott. Mr. Hash said the selection was based on the scope of service in the proposal, not the numbers. He noted that the panel selected the firm that appeared to provide the best services. It was after that time that the price was negotiated. He said the choice to hire Dibble was a unanimous vote by the panel.

Councilman Blair said he thought it was too bad that engineers in the City were not given preferential treatment. He asked how Council could give preferential treatment to Prescott firms.

Jon Paladini, City Attorney, said Council could not do that. He noted the state legislature attempted to pass a local preference statute for procurement purposes. The courts threw it out for violating the State's Constitution.

Councilman Kuknyo said he did not want to lose sight of the project that had seen regional support. He noted that the project had to get done and should move forward. He thanked everyone who helped with the project.

Councilwoman Wilcox said she looked at the sub-contractors addresses and noted that Granite Basin Engineering of Prescott Valley was doing the bulk of the subcontracting work. She said she was concerned with the lack of bike lanes. Mr. Hash noted that the road could be narrowed to add two more feet to the four foot paved shoulder that could become a bike lane immediately.

County Supervisor Craig Brown addressed the Council. He talked about the importance of moving the project forward.

Councilman Blair recommended that, since the Council held the purse strings, one of the Council members should be appointed to the group that evaluated the engineers.

MAYOR PRO TEM LAMERSON MOVED TO APPROVE CITY CONTRACT NO. 2015-024 WITH DIBBLE ENGINEERING, INC., IN AN AMOUNT NOT TO EXCEED \$524,735.00; SECONDED BY COUNCILMAN KUKNYO; PASSED UNANIMOUSLY.

F. Approval of Site Plan SI14-001 for Panera Bread Bakery-Cafe at the Prescott Gateway Mall [3085 Gateway Boulevard, APN 103-20-571B; Business Regional (BR) Zoning; Westcor Commercial, Owner]

Tom Guice, Community Development Director, presented, noting that all aspects of the plan were in compliance with the Land Development Code. He said Chairman Menser of the Land Development Code Committee, discussed the sight distance at the

driveway off of Gateway Boulevard. The engineers for Panera submitted a traffic impact analysis which focused on various options to mitigate the poor sight-distance.

Councilman Blair asked why Council was looking at a site plan, when all of the PADs had been pre-engineered for businesses. Mr. Guice said at the time the 85 acres for the Prescott Gateway Mall was rezoned, there was a development agreement, with a letter of intent, that made the condition of the rezoning to Business Regional that had new site plans, to come before the Council for approval. Much of the engineering had been done and the site plans had been generally consistent with the Code on the initial submittal.

Bryan Schrock, Senior Development Project Manager for Panera, gave a PowerPoint presentation, which included 3-D renderings.

Ian Mattingly, City Traffic Engineer, suggested striping and potential vegetation management on the traffic island near the intersection.

Mr. McConnell said the City of Prescott was hoping the project would be successful and that they would consider opening a second location.

COUNCILMAN ARNOLD MOVED TO APPROVE SI14-001, SITE PLAN FOR THE PANERA BREAD BAKERY- CAFE AT 3085 GATEWAY BOULEVARD; SECONDED BY COUNCILWOMAN WILCOX; PASSED UNANIMOUSLY.

G. Approval of Final Plat for Phase II of the Tenney Homestead subdivision (FP14-002) consisting of 29 lots on 15.54 acres [Single-family (SF-18) zoning; APNs 110-06-005Q, 110-06-005V, 110-06-074, 110-06-075A and 110-06-076B; Senator Highway Development, LLC, owner]

Tom Guice, Community Development Director, said the preliminary plat was approved in June 2010, which consisted of two phases and 33 lots. He noted that the current phase would create 27 new lots and would incorporate two lots from Phase I into the plat. There will then be a total of 32 lots, one less than originally approved at the time for the preliminary plat. He discussed the street names and the change from Peoples Lane to Carl Lane.

Mr. Guice said the development agreement provided for various contractor contributions. One of those was a \$120,000.00 contribution for a retention basin to be located north of the subdivision in the area of Acker Park. He noted an additional \$20,000.00 developer contribution which would go towards specific Acker Park improvements. A third contribution would be up to \$28,000.00 for a left-hand turn lane, which had already been paid. The two other payments would be made within 30 days of posting the financial assurances. He discussed the improvements to be made to Acker Park.

Councilman Blair clarified that there would be one less water service agreement tied to the plat than what had been previously agreed upon. Mr. Guice said 1.35 acre feet would be debited back to the City.

Clark Pettit, representing Senator Highway Development, addressed the Council. He noted that the development had been renamed from Tenney Homestead to Tenney Ranch.

COUNCILMAN ARNOLD MOVED TO APPROVE FP14-002, THE FINAL PLAT OF PHASE II OF THE TENNEY HOMESTEAD; SECONDED BY COUNCILWOMAN WILCOX; PASSED UNANIMOUSLY.

III. ADJOURNMENT

There being no further business to be discussed, the Regular Voting Meeting of August 26, 2014, adjourned at 4:12 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 26th day of August, 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
WORKSHOP MEETING
TUESDAY, SEPTEMBER 2, 2014
PRESCOTT, ARIZONA

MINUTES OF THE WORKSHOP OF THE PRESCOTT CITY COUNCIL HELD ON SEPTEMBER 2, 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 Reverend Kimball Arnold, St. Luke's Episcopal

♦ **PLEDGE OF ALLEGIANCE** by Councilman Lazzell

♦ **ROLL CALL**

Present:

Absent:

Mayor Kuykendall
Mayor Pro Tem Lamerson
Councilman Arnold departed at 4:32
Councilman Blair arrived at 3:05 pm
Councilman Kuknyo
Councilman Lazzell
Councilwoman Wilcox

None

♦ **ANNOUNCEMENTS**

No announcements were made.

♦ **PROCLAMATIONS**

A. Proclaiming the week of September 17-23, 2014, as Constitution Week

Councilman Lazzell read the proclamation and presented it to the Daughters of the American Revolution (DAR).

B. Proclaiming the week of September 22-26, 2014, as National employer Support of the Guard and Reserve Week

Councilman Kuknyo read the proclamation and presented it to Larry Jacobs, Military Outreach Coordinator.

◆ **PRESENTATIONS**

A. Prescott Chamber of Commerce – Introduction of new businesses

Neal Sneller, Membership Director Chamber of Commerce, addressed the Council. He noted the Second Annual Yavapai Home, Health and Lifestyle Expo, September 13 and 14 and a Chamber Mixer at the Smoki Museum, September 18, 2014.

Mr. Sneller listed their new members for August: Arrowhead Lodge Recovery, Function by Design, Mode Transportation, The Prescott Chamber Orchestra, The Flooring Shack, Ti-City Singles, Verde Canyon Railroad, Women's Council of Realtors, and Yavapai Humane Society Thrift Store.

B. Assignment of an Americans with disabilities Act of 1990 (ADA) coordinator in the City of Prescott, by Jack Clevenger

Jack Clevenger addressed the Council. He showed a PowerPoint presentation which included:

- EVERYBODY'S HOMETOWN
- WHAT GAP
- WHAT HEARING LOSS "LOOKS" LIKE
- HOW DO WE BRIDGE THE GAP?
- AMERICAN WITH DISABILITIES ACT OF 1990
- TITLE II, THE PUBLIC ENTITY
- ACCESSIBILITY/ACCOMMODATION MEANS...
- HOW CAN I PARTICIPATE?
- WHO IS ALREADY DOING IT?
- PRESCOTT CAN LEARN FROM OTHERS
- OUR PURPOSE TODAY IS...
- RECOMMENDATIONS:
- OUR ULTIMATE GOAL

Carmen Green, Deputy Director for Arizona Commission of the Deaf and Hard of Hearing, read a statement from the Executive Director, Sheri Collins. She discussed the equipment available for the City of Prescott to use in their meetings.

Mayor Kuykendall said the management team will follow up with a discussion of the issue.

C. Urban farming as an important aspect of City and Community Development, by Thomas Lee Arnold of Shades of Green

Thomas Arnold addressed the Council. He noted that his family was farming in the 1870's and he was still farming. Urban farming had become a major movement, with a recent article about it in National Geographic. It showed that cities in the United States would have about three days worth of food if a major disaster struck. He said Prescott had two community gardens, but he was talking beyond that in food production.

Mr. Arnold said the City of Prescott should look at urban farming as a focal point for community development. He felt there were a lot of business opportunities for farm-to-restaurant foods. Urban farming brought awareness to the community regarding the eco-system in the area, and was a viable solution to ecological issues like harsh chemicals used for herbicides. His company, Shades of Green, worked on ecological restoration at a residential level.

Councilman Blair suggested the area near the Prescott Creeks office, as a possible farm. He said there were 10 vacant acres and the water from Granite Creek could be used for irrigation. He suggested talking to the owner about a short term lease at no charge.

Mayor Pro Tem Lamerson said there was an opportunity for dialogue to incorporate this idea with open space issues.

Mr. Arnold said he had been a volunteer with the school system for years and got the youth involved with his Farm Club at North Point Academy. He said they were turning the campus into a functional farm and the students were the farm managers. He noted that if the City of Prescott openly supported the concept, people would believe that it was a legitimate cause. He suggested pamphlets like those made for the WaterSmart program.

Councilwoman Wilcox said there was a lot of wasted land in Prescott, much of it in small pieces. She liked that Mr. Arnold was trying to make good use of the land. She noted that people over 60 years of age could make an urban garden work if they all worked together.

I. DISCUSSION ITEMS

A. Progress report/update on the ICMA recommendations for the Prescott Police Department

Jerald Monahan, Police Chief, presented, providing information about the on-going progress of tracking, researching, and implementing recommendations made by the ICMA Report on Police Department Operations presented to Council on July 22, 2014. He showed a PowerPoint Presentation that included:

- TIER ONE RECOMMENDATIONS – to immediately research and potentially implement

Those recommendations included: shift schedule changes, case management, focus on accident prevention, social media policy, security video system for property and evidence, and internal and external audits. Additional recommendations were next generation 911 conversion; develop take home vehicle policy and training coordination.

Mayor Pro Tem Lamerson asked how often the audits would be conducted. Chief Monahan responded that it depended on what was being audited and that sporadic audits may also be useful.

- TIER TWO RECOMMENDATIONS – not ready to implement, but continued discussion would take place

Those recommendations included: police response to non-emergency calls, Special Enforcement Team to supplement investigations, crime prevention and community engagement, reassign traffic unit to Patrol Division, create a workgroup to examine call-for-service, and create a special enforcement team for proactive enforcement.

Councilman Lazzell asked if the traffic and patrol officers were all uniformed officers. Chief Monahan said that was correct, they were all sworn police officers. The officers assigned to the Traffic Unit were motor officers in the Special Operations Unit. They were readily available should the Patrol Commander request assistance. They routinely supplemented the patrol beats by handling accidents that occurred during a patrol shift.

Councilman Kuknyo said the traffic officers freed up the patrol officers to go back to their beat by finishing the accident reports. Chief Monahan said the traffic officers had expertise in fatal and serious accidents. They also handled patrol calls when the department was busy.

Councilman Blair said, in the past, Council had requested and received a Special Enforcement Team to deal with vagrants, drugs, alcohol and prostitution. He noted that the group was very successful, but due to lack of staff the group was dismantled and put back on the street. He asked the Chief if that group might be reinstated. Chief Monahan said it was under discussion. He said there was a sergeant and a detective assigned to the regional narcotics effort. He noted that there was also a detective assigned to the State Gang Task Force.

Mayor Pro Tem Lamerson said it was difficult to keep quality officers in a free-market system when the City was so dependent on sales tax. He noted that there would be an upcoming meeting with some legislators to discuss some of these issues.

- COMPLETED RECOMMENDATIONS

Those items included: minimum staffing of patrol squads, multi-agency team approach for residential issues, intelligence and crime analysis, transfer Bike Unit to Patrol, maintain current beat configurations and on-going training for bias-based policing.

Councilman Kuknyo asked about the transfer of the bike officers to patrol. Chief Monahan said they would not be part of the Patrol Squad; they would be an addition for the squad.

Councilman Blair asked if there had been discussion about outfitting each officer with a body camera. Chief Monahan said Deputy Chief Reinhardt was researching the possibility.

- BUDGET/CAPITAL

Councilwoman Wilcox said the Council had deferred impact fees on police services and asked if any of those capital items would justify impact fees. Craig McConnell, City Manager, said no, the items did not involve Police Department expansion, were of a much smaller scale and would not be eligible. Councilwoman Wilcox asked if Council would reconsider impact fees for the Police Department and consider the needs outside of the ICMA study. Mr. McConnell said staff would come before the Council on December 9, 2014, to discuss impact fee. More discussions on that topic could be scheduled prior to that time.

- NOT RECOMMENDED AT THIS TIME

Those items included: reduction of personnel assigned to the traffic unit, bunker storage facility, move property and evidence unit to Administrative Services and a training coordinator to review use of force and pursuits.

Councilman Arnold said one of the areas that had not been touched on was the internal issues that were identified in the study regarding communication with City Hall. Chief Monahan said he tried to communicate significant changes in person, rather than through electronic communication. He would continue to work with the Command Group to discuss other alternatives. Councilman Arnold said it was an area from the report that he did not want to lose sight of.

Councilwoman Wilcox asked about the traffic unit and the accidents at Prescott Lakes Parkway and Highway 69. She asked which agencies responded to the accidents, and if there was a traffic-diversion plan that was understood by all officers. Chief Monahan said those were case by case incidents that were challenging, based on the type of accident and the need for a quality investigation. He noted that there should be greater coordination for traffic control with other law enforcement agencies to reduce impact on the other drivers.

Councilman Kuknyo said the City of Prescott needed to keep updating the roads and work with the other agencies. He noted how expensive the projects were and how long it took to complete them. Chief Monahan responded that the Police Department was working with the City Traffic Engineer to see what could be done in the areas with the most accidents.

Councilman Blair said body cameras were important to show the officers actions as well as the actions of the citizens. He said the sooner the department could get them, the better.

- ICMA MATRIX OF PRESCOTT POLICE DEPARTMENT RECOMMENDATIONS / STATUS REPORT

Councilman Blair asked what share of Racketeering Influenced and Corrupt Organizations (RICO) funding the City of Prescott received and how far it went to accomplish the City's budget mission statement. Chief Monahan said the RICO dollars were managed in a joint account through the County Attorney's office. Requests were made for money from the members, for specific projects. A disbursement for a set amount would be awarded based on the balance in the account. He said those dollars also payed for the salary of Sergeant Perlak, the PANT Detective's salary and overtime for the Gang Intelligence Team Enforcement Mission(GITEM), Detective. He noted that the City of Prescott Police Department would receive \$28,000.00 disbursement within the next few weeks.

B. Public Works Program Updates: Pavement Preservation; sidewalks: Traffic Engineering and Operations

Item I.B. was taken out of order and considered after Item II.

Henry Hash, Public Works Director, presented. He noted that roads were the City's largest asset and needed to be preserved.

George Henderson, Capital Projects Manager, showed a Pavement Management PowerPoint that included:

- CITY OF PRESCOTT PAVEMENT MANAGEMENT PROGRAM

This was a computer database that included the street inventory, broken down into 2,700 segments. Each segment was rated with a Pavement Quality Index (PQI).

- WHAT DO WE HAVE?

There were 600 total lane miles in the City of Prescott.

- WHAT IS IT WORTH?

The replacement value was worth over \$283,130,848.00.

- PAVEMENT PERFORMANCE CURVE

When the pavement reaches the PQI of 70, approximately 12 years, that was a trigger point for pavement rehabilitation. The trigger point for pavement reconstruction was a 40 PQI, at approximately 20 years.

- PAVEMENT PERFORMANCE CURVE WITH PAVEMENT PRESERVATION AT ABOUT SEVEN YEARS

Pavement life could be extended 7 years when the pavement was rehabilitated at 9 years, making the trigger point 80 PQI.

- PAVEMENT PERFORMANCE CURVE WITH ONGOING PAVEMENT PRESERVATION PRACTICES

- PAVEMENT PERFORMANCE CURVE WITH PAVEMENT REHABILITATION

- CURRENT CONDITION – CURRENT NEEDS

Total current needs were \$72 million with a current annual budget of \$4.5 million

- WORST FIRST SCENARIO

The amount of backlog would be doubled in a ten year period and was not the best way to manage a pavement system. 68 lane miles would be improved in 10 years.

- BALANCED APPROACH – 20%/40%/40%

Shown with a \$4.5 Million, \$6 Million and a \$3.4 Million annual Budget

- COMPARATIVE ANALYSIS OVER 10 YEAR PERIOD
- PROGRAM DISTRIBUTION ANNUALLY BY PERCENT
- WHAT NEEDS TO BE DONE?
- PAVEMENT MANAGEMENT DISTRICTS
- STREETS IMPROVED SINCE 2007
- WHAT HAS BEEN DONE

Councilman Blair asked about the conditions of the asphalt. Mr. Henderson said the pavement being used now was of a much higher quality than that being used five years ago.

Mayor Pro Tem Lamerson hoped that the City of Prescott could go back to the voters to get more money to maintain the roads.

Councilwoman Wilcox said it made sense to design a large capital improvement program with a balanced approach, to expedite the preservation and rehabilitation and reconstruction program. She advocated using public financing to do that.

Councilman Kuknyo asked how much the City of Prescott received from the Highway User Revenue Fund (HURF) now. Mark Woodfill, Finance Director, said he would get that information.

Craig McConnell, City Manager, said the current One Cent Sales Tax, which would be reduced to three quarters of a percent, added to the gas tax revenue, was not enough to maintain the pavement infrastructure in the City.

Mr. Woodfill said debt issue was not a good financing option with the revenue stream the City currently had.

Mayor Kuykendall asked if the maintenance of the streets was included in the 600 lane miles. Mr. Henderson said that it was not and the City was a few years from taking over the rest of Highway 89, from Willow Lake Road to Pioneer Parkway. He did not know if the Arizona Department of Transportation would upgrade the highway before the City took it over.

Councilman Lazzell said Council and staff should consider the maintenance of roads for future developments.

George Henderson, Capital Projects Manager, showed a Sidewalk Replacement Program PowerPoint, which included:

- INTRODUCTION

Council approved Code changes to improve sidewalks, annually in March of 2013.

- DOWNTOWN SIDEWALK CONDITION ASSESSMENT
- FY 2014 SIDEWALKS REPAIR PROJECT
- EAST CARLETON STREET – BEFORE AND AFTER
- SOUTH CORTEZ STREET – BEFORE AND AFTER
- SOUTH MARINA STREET – BEFORE AND AFTER
- SOUTH MARINA STREET – AFTER HANDICAP ACCESS IMPROVEMENTS
- NORTH ALARCON STREET – BEFORE AND AFTER
- NORTH MCCORMICK STREET – BEFORE AND AFTER
- NORTH MT. VERNON AVENUE – BEFORE AND AFTER

Mayor Pro Tem Lamerson said it was about priorities. He thought it was poor tourism promotion to have sidewalks and streets in bad condition.

Ian Mattingly, Traffic Engineer, showed a Traffic Engineering & Operations PowerPoint, which included:

- TRAFFIC SIGNALS

There were 53 traffic signals in the City of Prescott, all operated, timed and maintained by Public Works crews, three were owned by Yavapai County. In-pavement detection was used on all City signals, with video detection on the two County signals.

Councilman Blair asked how often the Police Department sent reports to Public Works regarding traffic signals that were a problem. He noted that the signal at Willow Creek Road and Rosser was a problem. He also discussed the pedestrian crossing at Montezuma and Gurley that hindered traffic. Mr. Mattingly said staff could make some improvements to the Rosser Street intersection and would look at the pedestrian crossing.

Councilman Kuknyo asked if staff would be getting new signal boxes to allow more functions at the intersections. Mr. Mattingly said the City of Prescott had the latest and greatest Econolite cabinets and they could do whatever was needed.

Councilwoman Wilcox asked if staff had researched diagonal pedestrian crossing downtown. Mr. Mattingly said those were typically seen where there were very high concentrations of pedestrians.

Councilman Blair suggested a left-turn arrow at Willis and Montezuma.

Mr. Mattingly discussed the timing method and the two coordinated systems. He noted that fire and police vehicles could use emergency pre-emption on most arterial signals, which allowed emergency vehicles to receive a green light when activated. No private ambulance companies had that privilege.

Councilman Kuknyo asked if it would be wise to give ambulances access to activate emergency pre-emption. Mr. Mattingly said he would be concerned with liability issues.

Councilman Lazzell asked how much it would cost to put in a new traffic signal at an intersection. Mr. Mattingly said approximately \$300,000.00.

Mr. Mattingly noted that battery and generator backup was provided at 10 of the busiest intersections.

- TRAFFIC SIGNALS – FUTURE IMPROVEMENTS
- BICYCLE AND PEDESTRIAN ENHANCEMENTS

The City of Prescott added 13.5 miles of new bike lanes to Prescott Streets since 2003 and all new roadway standard plans classified as local commercial and higher (adopted in 2008) included provision for striped bike lanes.

- TRANSPORTATION ENHANCEMENT GRANTS

Infrastructure grants of over \$3 Million had been awarded since 2009.

II. BOARDS, COMMISSIONS, AND LEAGUE OF CITIES UPDATES

Item II. taken out of order and considered after Item I.A.

Councilman Arnold reported on the 2014 League Conference, noting that he, Councilman Kuknyo, and Councilwoman Wilcox attended. The first meeting regarded the Public Safety Personnel Retirement System (PSPRS), which provided information updating the status of the fund. He said the PSPRS staff was open to a discussion with the City of Prescott staff to talk about topics specific to the City regarding unfunded liabilities and the fluctuation in the contribution rates.

Councilman Arnold noted that they attended various workshops and had the opportunity to talk with Representative Fann, who had recommendations regarding community residences.

Councilwoman Wilcox said one of the most interesting sessions she attended was the keynote address by an economist named Elliot Eisenberg. He said this was the end of the rainbow for public financing; there would be no more low interest rates. She noted that if the City of Prescott wanted to finance public infrastructure it should be done soon and Council should think about submitting an additional sales tax to the voters.

Councilwoman Wilcox also attended a session regarding Boards and Commissions and she learned about what other communities were doing in the way of eliminating Boards and Commissions. The City of Sedona and Town of Marana were eliminating all, non-statutorily required Boards and Commissions. That allowed ideas from citizens and staff to be presented in a topic-form with a spontaneous discussion with creative ideas, which would come back to Council. She said they were trying to get away from the Silo Effect. She felt it was an interesting concept.

Mayor Kuykendall said several boards and commissions had been cut in the past, but they seemed to come back because of the Open Meeting Law.

Councilman Kuknyo reported that he went to a leadership seminar by Sheila Polk to discuss how to diffuse issues before they get too big. He enjoyed the lunch with Karen Fann and the discussion about group homes. He noted that he talked to the lead person for State Parks who said that something needed to be done in Prescott. He went to the Rural Policy Forum and heard what other communities were doing. The Arizona Airport session was also beneficial. He said some people were doing amazing things with their airports. He said if the City of Prescott wanted to put money into that project, they should do it soon.

Councilman Kuknyo noted that the Arizonan/Sonoran Mega-Region discussion involved trade with Mexico. He was not clear how much that would help the Prescott area, but said if the state was going to start spending money on that project, there would not be much money left for local highways. The Arizona's ports-of-entries needed to be

upgraded and Mexico was Arizona's biggest trading partner. The Rural Economic Development Tools and Programs was a good session that offered ideas for obtaining money for roads, airports and infrastructure.

III. ADJOURNMENT

There being no further business to be discussed, the Workshop Meeting of September 2, 2014, adjourned at 5:54 P.M.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

DANA R. DeLONG, City Clerk

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4893-1431 authorizing acceptance of public utility easements from the Michael J. King and Mary Jane King Living Trust, Paul D. Mitchell and Victoria S. LaMotte, and the Rohr Revocable Living Trust

Approved By:		Date:
Director:	Hash, Henry	08/29/2014
City Manager:	McConnell, Craig	09/08/2014

Item Summary

This ordinance is to accept three (3) separate public utility easements. Acceptance of a sewer line, presently private, is also being recommended, to minimize the potential for sewage overflows and public health impacts. There are no acquisition costs and the annual operations and maintenance costs will be negligible.

Exhibit "A" (attached) provides a summary of the easement areas. Upon approval of the ordinance and recordation, the City will have acquired the legal right for access, installation, repair, and maintenance for utility infrastructure within Sherwood Drive.

Background

The City owns, operates and maintains a 2-inch water main with meters, north of Sherwood Drive on an undedicated private roadway, within a utility easement. Some of the waterline and several of the meters were installed outside this easement in the Idylwild Tract. Homes in this area are connected to a 6-inch vitrified clay sewer, a private line according to City records. Historically, this line has been maintained by residents, who approached the City in August 2013 and expressed an interest in having the City take over ownership and maintenance of it.

Through an internal video camera process, it was determined that the condition of the pipe is acceptable. Dedication of these easements will allow the City legal access to the existing City water line facilities. With the transfer of the sewer main to the City, the sewer main will be placed on a schedule for routine inspection and cleaning.

The Arizona Department of Environmental Quality (ADEQ) has identified Sanitary Sewer

Agenda Item: Adoption of Ordinance No. 4893-1431 authorizing acceptance of public utility easements from the Michael J. King and Mary Jane King Living Trust, Paul D. Mitchell and Victoria S. LaMotte, and the Rohr Revocable Living Trust

Overflows (SSO's) as an area of prime concern for the environment and public health. With a proactive City schedule for maintenance and cleaning, as opposed to a reactive private response to back-ups, the probability for SSO's will be significantly reduced.

Attachments

1. Ordinance No. 4893-1431
2. Exhibit A- Summary of the Easement Areas
3. Exhibit B - Map of Easement Areas

Recommended Action: MOVE to adopt Ordinance No. 4893-1431.

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.

RECITALS:

WHEREAS, the City Council has determined that certain public utility easements, are needed by the City and the acceptance of these easements will be in the best interests of the health, safety and welfare of the City of Prescott.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the public utility easement and agrees to accept said easement from Michael J. King and Mary Jane King Living Trust, pursuant to the terms and conditions as set forth in the Public Utility Easement Agreement dated May 12, 2014.

SECTION 2. THAT the City Council hereby accepts the public utility easement and agrees to accept said easement from Paul D. Mitchell and Victoria S. LaMotte, pursuant to the terms and conditions as set forth in the Public Utility Easement Agreement dated May 13, 2014.

SECTION 3. THAT the City Council hereby accepts the public utility easement and agrees to accept said easement from Rohr Revocable Living Trust, pursuant to the terms and conditions as set forth in the Public Utility Easement Agreement dated May 12, 2014.

SECTION 4. THAT, in exchange for dedication of these easements, the City Council agrees to accept ownership of the existing sewer main and place it into the City's wastewater collection system for City operation and maintenance.

SECTION 5. THAT, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing public utility easements, and recordation of the public utility easement documents.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

EXHIBIT "A"

Sherwood Drive Project

PUE Summary

August 22, 2014

Owner Name	Property Address	Assessor Parcel No	Acquisition ROW / Easements	Public Utility Easement Agreement Dated
Michael J. King and Mary Jane King Living Trust	1688 Sherwood Drive Prescott, AZ. 86305	111-07-010	R/W= 771.9 S/F	May 12, 2014
Paul D. Mitchell and Victoria S. LaMotte	1624 Sherwood Drive Prescott, AZ. 86305	111-07-007	R/W=534.7 S/F	May 13, 2014
Rohr Revocable Living Trust	1626 Sherwood Drive Prescott, AZ. 86305	111-07-009A	R/W= 1,243.1 S/F	May 12, 2014

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

EXHIBIT "B"



GREEN = KING EASEMENT
BLUE = MITCHELL EASEMENT
RED = ROHR EASEMENT

MAP OF EASEMENT AREAS

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Public Works

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

Approved By:

Date:

Director:	Hash, Henry	08/29/2014
City Manager:	McConnell, Craig	09/08/2014

Item Summary

Approval of this ordinance would authorize purchase and acceptance of a public water line easement from Benjamin and Angel Burns associated with the re-construction of Williamson Valley Road. Exhibit "A" (attached) provides a map of the easement area. Upon approval of the ordinance and recordation, the City will have acquired all easements necessary for City access and maintenance of water facilities along Ca-Tim Drive.

Background

The Ca-Tim Drive water line realignment project was done in conjunction with the Williamson Valley Road widening project during 2010-2013. As part of the Williamson Valley Road project, West Dineh Drive was realigned to eliminate an unsafe offset intersection.

A result of the realignment of West Dineh Drive was that the water line at the intersection of Williamson Valley Road and Ca-Tim Drive required realignment from its original location within the dedicated Ca-Tim Drive right-of-way.

This easement will provide for the necessary access, installation, repair, and maintenance of public water facilities that are outside the main road public utility easement along Ca-Tim Drive.

Financial Impact

Bergthold Ag Services completed an appraisal of the easement area in April 2014. The total cost of acquiring the easement is \$2,400.00, plus closing costs.

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

Attachments

1. Ordinance No. 4895-1433
2. Agreement for Sale of Public Water Line Easement
3. Public Water Line Easement Agreement
4. Exhibit A - Map of Easement Area

Recommended Action: MOVE to adopt Ordinance No. 4895-1433.

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.

RECITALS:

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

WHEREAS, the proposed purchase price of the following easement along with the terms and conditions in the City of Prescott's ("City") standard Purchase Agreement and standard Easement Agreement, are deemed to be fair, equitable and acceptable.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the offer to purchase certain easement, comporting with the City's standard easement agreement and agrees to purchase and accept said public water line easement from Benjamin and Angel Burns, pursuant to the terms and conditions as set forth in the Public Water Line Easement Agreement dated May 1, 2014, for the purchase price of \$2,400.00 plus closing costs.

SECTION 3. THAT, upon payment of the foregoing sum, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing purchase of a public water line easement and acceptance of easement, including the payment of closing and other costs associated with the purchases and recordation the closing and the public water line easement documents.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney



CITY OF PRESCOTT
AGREEMENT FOR SALE OF PUBLIC WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT FOR SALE OF PUBLIC WATER LINE EASEMENT ("Agreement") is dated this 1st day of May, 2014, by and between **Benjamin and Angel Burns** (hereinafter referred to as the "**Seller**"), and the **CITY OF PRESCOTT**, an Arizona municipality (hereinafter referred to as "**Buyer**").

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) Seller agrees to sell and convey to the Buyer, and Buyer agrees to purchase from Seller, a perpetual, non-exclusive public water line easement (the "**Public Water Line Easement**") over and through the real property described and depicted in Exhibit "A" (the "**Easement Area**").
- 2) The total purchase price for the Public Water Line Easement is Two Thousand Four Hundred and no/100 dollars (\$2,400.00), payable upon the close of escrow.
- 3) The Buyer agrees as follows:
 - (A) Buyer shall be solely liable for and shall bear all risk of use of the Easement Area by Buyer and its respective employees, contractors, agents, and invitees. Buyer hereby indemnifies and agrees to hold Seller, its successors and assigns, harmless from any and all claims, damages, liabilities, and causes of action arising from use of the Easement Area by the Buyer or its employees, contractors, agents, and invitees.
 - (B) Buyer shall allow the Seller to maintain the existing leach field which falls within the easement.
- 4) The Seller warrants that Seller is the owner of a good and fee simple title to the Easement Area, free and clear of all liens and encumbrances, subject only to the following:
 - (A) Applicable zoning regulations.

Buyer HA

Seller BS AB

- (B) Utility, drainage and other easements of record in the records of the Yavapai County Recorder, or which would otherwise be identified by an inspection of the subject property.
 - (C) Mineral rights reserved in the patents to the land.
 - (D) Real estate taxes, utility district assessments and the like.
 - (E) Mortgage Loan.
 - (F) Any other matters of record against the Easement Area.
- 5) In order to effectuate the terms of this Agreement, Seller and Buyer shall promptly execute and deliver the Public Water Line Easement Agreement in the form attached hereto as **Exhibit "B"** (the "**Public Water Line Easement Agreement**").
 - 6) The closing of escrow shall be at a Title Company designated by the Buyer within 120 days after approval of this Agreement by the Prescott City Council. On the Closing Date, Buyer shall make payment as provided in Section 2 of this Agreement to the Seller. The Buyer shall pay all recording and transfer taxes and fees, including the cost of recording the Public Water Line Easement Agreement and any and all closing costs not hereinbefore specified.
 - 7) Buyer shall be entitled to use of the Easement Area for the installation and maintenance of underground water lines, subject to the Easement Restrictions as defined and described in the Public Water Line Easement Agreement, following the approval of this Agreement by the Prescott City Council and the close of escrow.
 - 8) Buyer understands that the foregoing sets forth the entire agreement between the parties and that no agent or representative of Seller has any authority to change or modify this Agreement in any manner, or to make any agreement or representation on behalf of the Seller not set forth herein.
 - 9) Pursuant to A.R.S. §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 of Prescott 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 consultant 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.
 - 10) This Agreement is subject to the approval by the Prescott City Council of an Ordinance authorizing the purchase of the Public Water Line Easement contemplated herein.

Buyer H.H.

Seller JB AB

- 11) All notices to Buyer shall be sent to: City of Prescott, c/o City Clerk, Post Office Box 2059, Prescott, Arizona 86302, with a copy to the Director of Public Works, Post Office Box 2059, Prescott, Arizona 86302.
- 12) All notices to the Seller shall be sent to: Benjamin and Angel Burns, 1610 N. Ca-Tim Dr, Prescott, AZ 86305.

DATED THIS 17 day of July, 2014.

(signatures begin on next page)

Buyer A.H.

Seller BE AB

Benjamin and Angel Burns

By: Angel Burns
Angel Burns

CITY OF PRESCOTT, an Arizona municipality

ATTEST:

APPROVED AS TO FORM:

JON M. PALADINI, City Attorney

Exhibit 'A'
WATER LINE EASEMENT

A portion of SW ¼ of the NW ¼ of Section 17, Township 14 North, Range 02 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, and also being a portion of Lot 95 Ho-Kay-Gan Village, Plat 3 as recorded in Book 9 Maps and Plats, Pages 85-86 on file at the Yavapai County Recorder's Office, and more particularly described as follows:

Beginning at the most Northwesterly corner of Lot 95 as shown on the plat of Ho-Kay-Gan Village Plat Three as recorded in Book 9 of Maps and Plats, Pages 85-86 of file in the Office of the Yavapai County Recorders, from which the Northeast corner bears S87°13'35"E, 275.48 feet (Recorded as S87°29'E, 269.52 feet);

Thence S87°13'35"E, 113.81 feet, along the Southerly right-of-way of Ca-Tim Drive;

Thence S82°59'58"W, 99.70 feet;

Thence S39°04'41"W, 23.82 feet, to the Easterly right-of-way of Williamson Valley Road as shown and recorded in Book 18 of Maps and Plats, Page 19 recorded at the Yavapai County Recorder's Office;

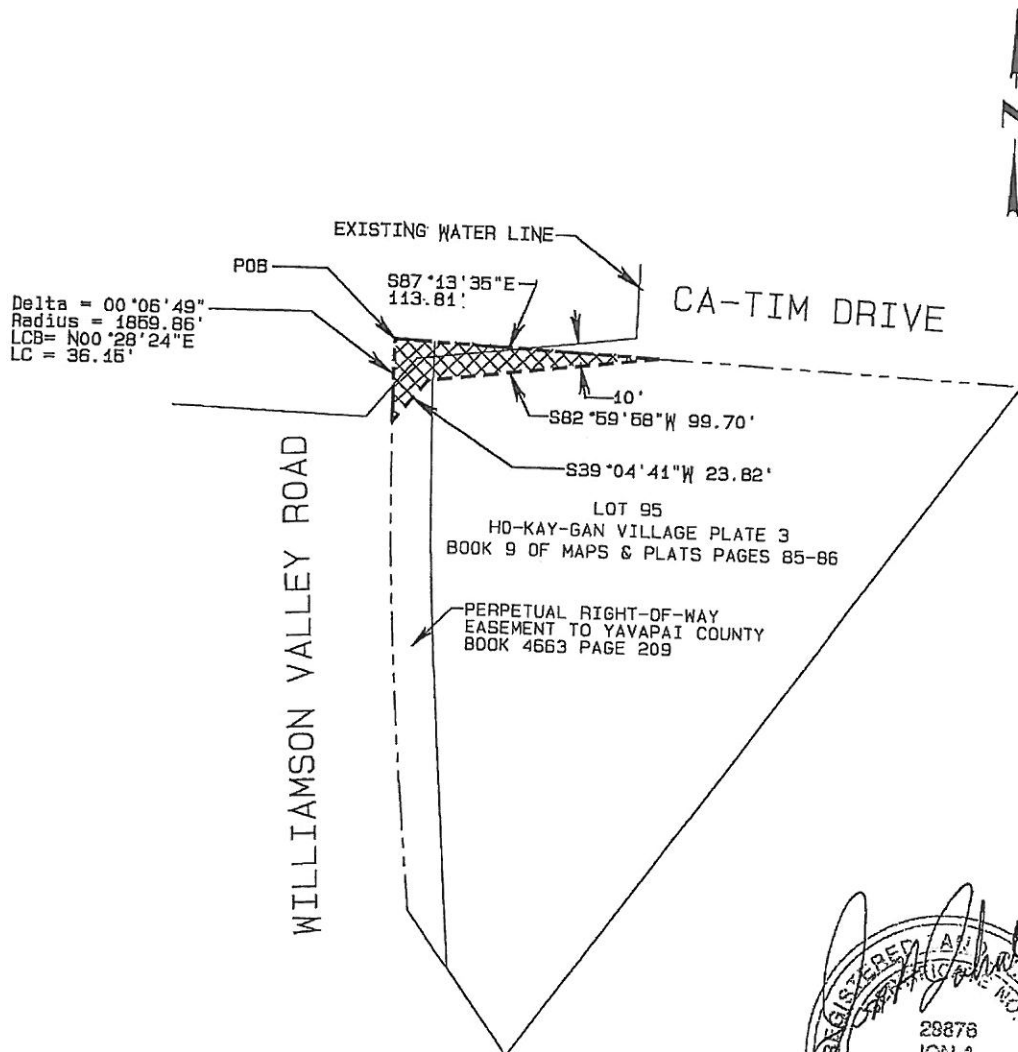
Thence Northeasterly along Easterly right-of-way on a non-tangent curve to the right having a chord bearing of N00°28'24"E, a chord length of 36.15 feet, a central angle of 00°06'49", and a radius of 1859.86 feet, to the Point of Beginning.

Containing 1234.0 square feet more or less.



EXHIBIT 'A'

WATER LINE EASEMENT



AREA = 1,234.0 Sq. Ft.

When recorded, mail to:
City of Prescott
City Clerk
P. O. Box 2059
Prescott, AZ 86302

PUBLIC WATER LINE EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each party to the other, **Benjamin and Angel Burns**, hereinafter called "**Grantor**", hereby grants to the **City of Prescott**, an Arizona municipality, hereinafter referred to as the "**Grantee**", its employees, agents, and designees, the non-exclusive right of ingress and egress over, under, and through the real property described and depicted in **Exhibit "A"**, attached hereto and made a part hereof (the "**Easement Area**"), for underground water lines, to use and construct same, together with the right to construct, maintain and replace same (the "**Public Water Line Easement**").

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee.

Grantor covenants and agrees not to perform any construction, excavation, or alteration upon or within said Easement Area, or perform any modifications to said property without prior written permission of the Grantee.

Grantor agrees not to construct any permanent building or wall upon said Easement Area.

Grantee agrees to return the ground cover and any landscaping to a condition as close as possible to that which existed before installations or any repair is made.

Grantee shall allow Grantor to maintain the existing leach field which falls within the easement. Grantor shall obtain an encroachment permit and call Arizona Bluestake before performing any excavations, in the easement, required to maintain the existing leach field

Use of the Easement Area shall at all times be subject to the terms and conditions contained on **Schedule 1** attached hereto and made a part hereof (the "**Easement Restrictions**").

Grantee shall be solely liable for and shall bear all risk of use of the Easement Area by

Grantee and its respective employees, contractors, agents, and invitees. Grantee hereby indemnifies and agrees to hold Grantor and its successors and assigns harmless from any and all claims, damages, liabilities, and causes of action arising from use of the Easement Area by Grantee or its employees, contractors, agents, and invitees.

This Public Water Line Easement Agreement may be executed by the parties hereto in two or more counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Public Water Line Easement Agreement as of the 17 day of July, 2014.

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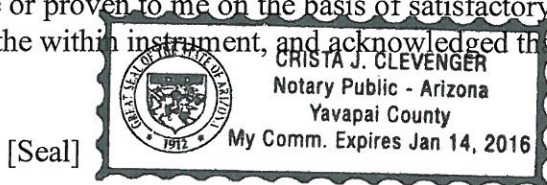
GRANTOR:

Benjamin Burns

By: *Benjamin Burns*

State of ARIZONA)
) ss.
County of YAVAPAI)

The foregoing instrument was acknowledged before me this 17th day of July, 2014, by BENJAMIN BURNS, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.



Crista J. Clevenger
Notary Public

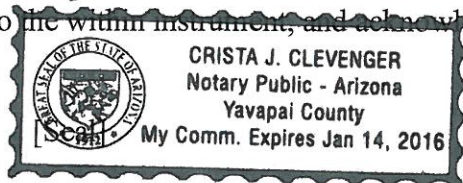
My commission expires: Jan. 14, 2016

Angel Burns

By: *Angel Burns*

State of ARIZONA)
) ss.
County of YAVAPAI)

The foregoing instrument was acknowledged before me this 17th day of July, 2014, by ANGEL BURNS, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.



Crista J. Clevenger
Notary Public

My commission expires: Jan. 14, 2016

Exhibit 'A'
WATER LINE EASEMENT

A portion of SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 14 North, Range 02 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, and also being a portion of Lot 95 Ho-Kay-Gan Village, Plat 3 as recorded in Book 9 Maps and Plats, Pages 85-86 on file at the Yavapai County Recorder's Office, and more particularly described as follows:

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Thence S87°13'35"E, 113.81 feet, along the Southerly right-of-way of Ca-Tim Drive;

Thence S82°59'58"W, 99.70 feet;

Thence S39°04'41"W, 23.82 feet, to the Easterly right-of-way of Williamson Valley Road as shown and recorded in Book 18 of Maps and Plats, Page 19 recorded at the Yavapai County Recorder's Office;

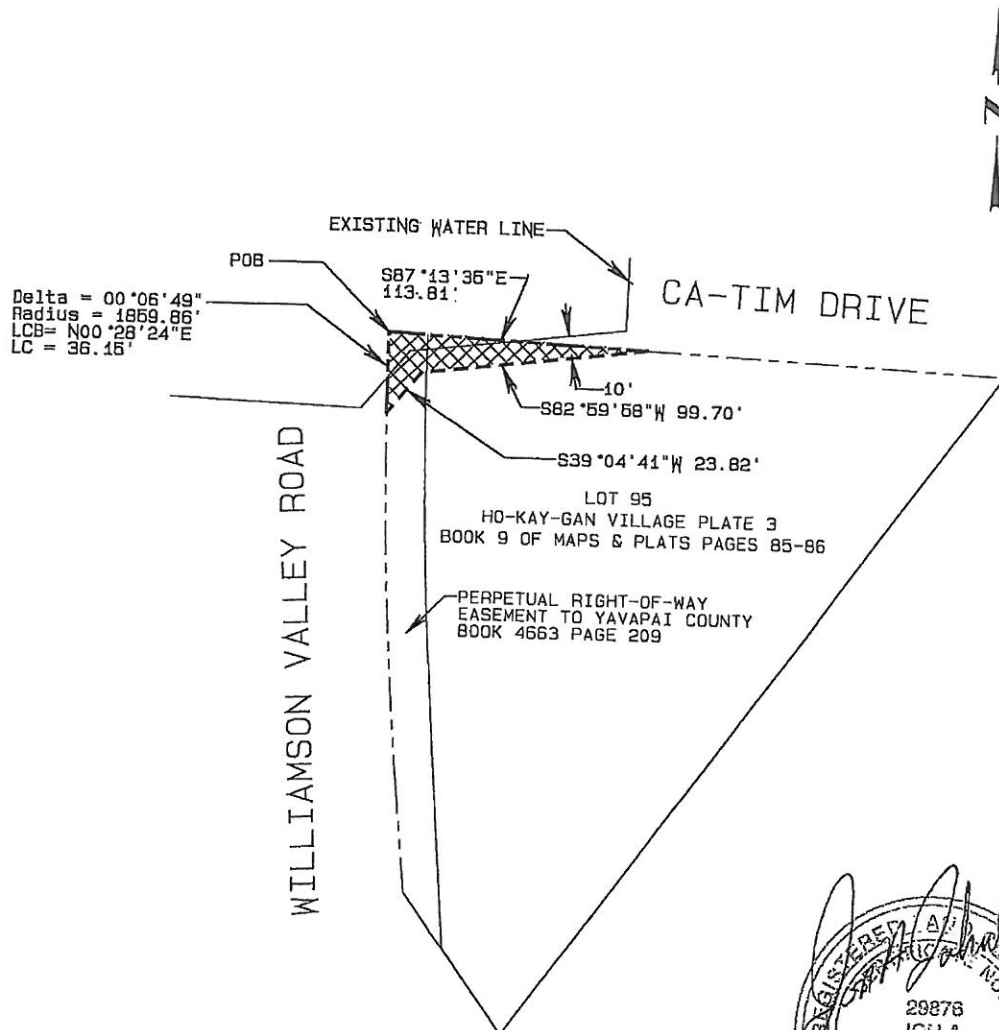
Thence Northeasterly along Easterly right-of-way on a non-tangent curve to the right having a chord bearing of N00°28'24"E, a chord length of 36.15 feet, a central angle of 00°06'49", and a radius of 1859.86 feet, to the Point of Beginning.

Containing 1234.0 square feet more or less.



EXHIBIT 'A'

WATER LINE EASEMENT



AREA = 1,234.0 Sq. Ft.

Schedule "1"
(Easement Restrictions)

General Requirements

The following general requirements are considered minimum requirements for the Public Water Line Easement. These minimum requirements are incorporated into this Public Water Line Easement Agreement to avoid conflict with any existing easement rights. The City of Prescott (hereinafter referred to as "**CITY**") shall have exclusive use of the Easement Area for underground water. The CITY may not grant a license for use within the Easement Area. These requirements are a part of the Public Water Line Easement; they are applicable to the current property owner and run with the land to any future owner/owners. Contractors shall be required to meet these provisions. Any construction shall require an encroachment agreement with the CITY.

1. This Public Water Line Easement restricts the placement of a pipeline, conduit, structure, including block fencing, buildings, major landscaping components, any part of a structure or material storage, within the Easement Area both above and below ground.
2. An authorized CITY representative must be on site during any work performed on or across the Easement Area, and will remain as long as power excavation equipment is utilized.

Pre-Approved Crossings

1. Subject to paragraph 2 above and the following provisions, Grantor and its successors and assigns shall have the right to construct a roadway and utility crossing of the Easement Area subject to adopted City Standards.

Excavation

1. Plans for any excavation or filling in the Easement Area must be reviewed and approved prior to commencing any work. Excavating closer than 2 feet vertically or horizontally to the pipeline shall be done by hand until the pipe is exposed and shall be done only under the observation of an authorized CITY representative.
2. Any plowing or ripping of soil within the Easement Area, including agricultural, at depths greater than 1 foot will require specific authorization from the CITY.

Streets, Roads, and Driveways

1. Notice and approval of the CITY is required before any construction of a driveway within the Easement Area is undertaken. Construction of any street or road that would include the heavy vehicles such as semi-trucks or construction equipment within the Easement Area will require written notice to the CITY, a review of construction plans, with minimum pipeline cover requirements, prior to any construction. An opportunity for CITY to make a pipe inspection

must be given to the start of any construction. A set of constructions plans reviewed and approved by the CITY is required.

2. Temporary easement surface crossings may be approved with notice to the CITY and prior authorization, some cover restrictions may apply.

Fences

1. Fence posts shall not be installed within 5 feet of the center of the pipeline, and the first post on either side of the pipe shall be set in hand dug holes. Also, the fences must be gated to allow vehicles ingress/egress along the Easement Area.

2. To perform normal inspections, maintenance, and repair, access through or around fences crossing the Easement Area must be provided. The CITY will provide access by providing gates on pre-existing fences to assure ingress/egress along the Easement Area. If fencing is removed for inspections, maintenance, and repair, it will be replaced with like materials in a like manner by the CITY, to the extent reasonably practicable.

Landscaping

1. Lawns and vegetable gardens are acceptable uses. No trees, shrubs, or permanent plantings are allowed. Lawns, flower beds, or gardens within the Easement Area may be damaged by inspections/surveys. Heavy maintenance may require total clearing of the Easement Area. No compensation is given to the owner to restore lawns or vegetable gardens under these circumstances.

Open Waterways

1. No open waterways, ditches, canals, drainage catchments, retention ponds, ponds, stock ponds, pools, etc. shall be allowed within 15 feet of the pipeline center line. Except a canal or ditch crossing at a 90 degree Angle shall be allowed if pre-existing or with an encroachment agreement with the CITY. The pre-existing roadside ditches will be permitted to remain in place at their current depth and slope.

2. Anyone altering (clearing, regrading, or changing alignment) a waterway within the Easement Area must obtain approval from the CITY prior to making changes, and obtaining an encroachment agreement.

General Requirements for Buried Line Crossings

1. All buried pipeline, power or telecommunication lines crossing the Easement Area shall be installed adhering to all applicable codes and requirements governing such installations. Before any installation, notification to the CITY and an encroachment agreement is required.

2. All buried pipeline, power or telecommunication lines crossing the Easement Area must cross on an Angel at 90 degrees or as close to it as possible. This Angel must be maintained

across the entire width of the Easement Area. Depending on the type of line, minimal cover amounts are required.

3. No new foreign appurtenances (meters, poles, or drop boxes, etc.) shall be located within the Easement Area without an encroachment agreement with the CITY.
4. A 6 inch wide vinyl burial warning tape shall be placed 12 to 18 inches above the crossing line and extend across the entire Easement Area, as a protective measure.
5. Communication lines (telephone, buried power lines, TV, or other data lines) shall be encased in a rigid nonmetallic conduit across the full width of the Easement Area and buried at a constant depth across the Easement Area.
6. Sewer and water lines shall adhere to these requirements.
7. No new water collection basins, well drilling, septic drain fields, septic tanks or septic treatment facilities are permitted in the Easement Area. Existing septic treatment facilities are permitted to be maintained by the property owner pursuant to applicable laws and regulations.

Above Ground Utility Crossings

1. Power lines shall maintain a minimum of 30 feet of clearance over the Easement Area.
2. No future poles or other appurtenances shall be located in the Easement Area unless an encroachment agreement is obtained.

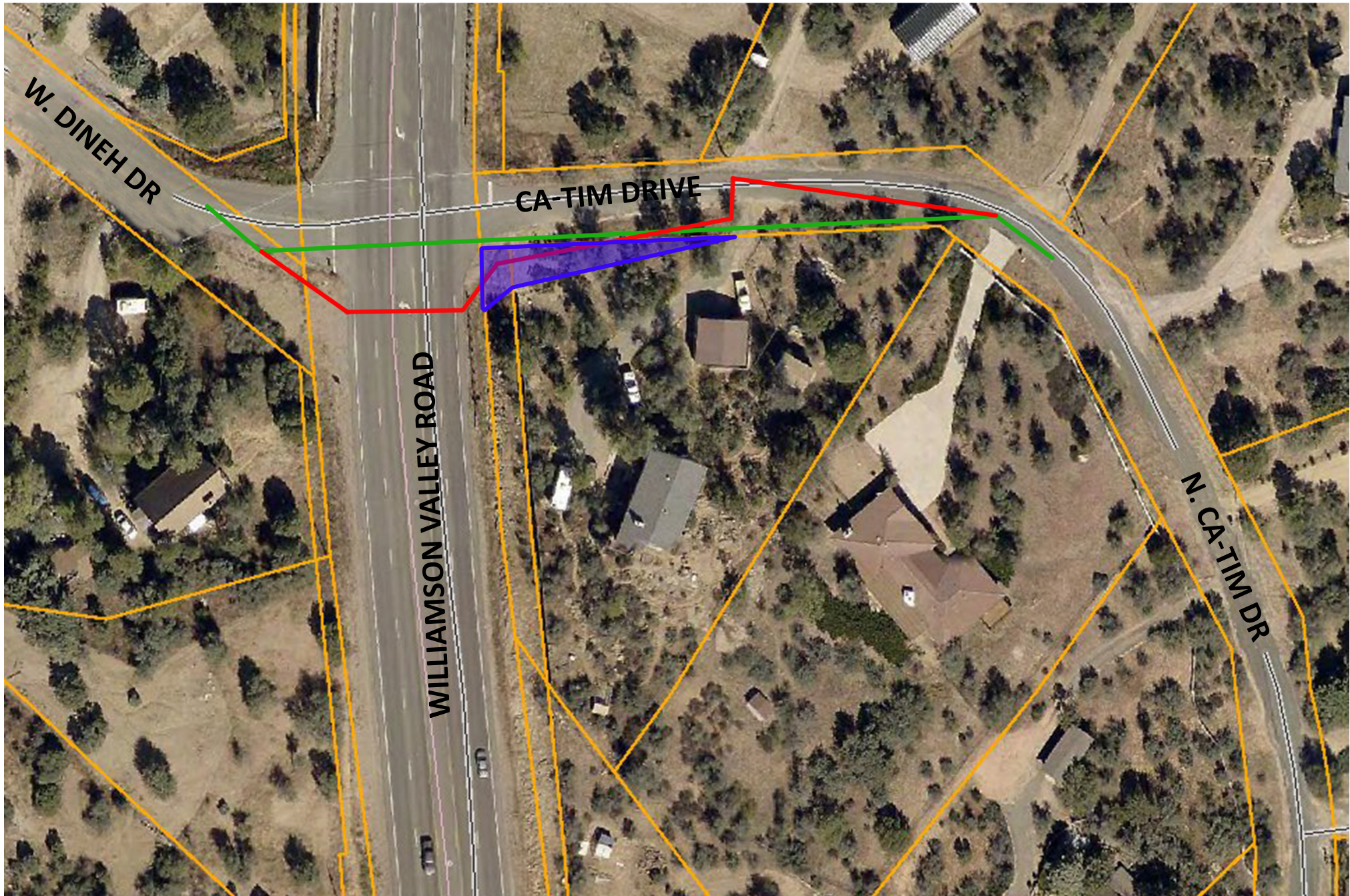
Penalties for Failure to Abide by Restrictions

1. Failure to follow or abide by these Easement Restrictions may be punishable as either a civil or criminal action to the fullest extent allowed by any federal, state, or local statutes, codes, ordinances, rules or regulations.
2. Owners will be liable to the City for any damage to City property within the Easement Area caused by the property owners' negligence in failing to abide by or follow the Easement Restrictions.

Contact Information

The CITY can/shall be contacted at Prescott Department of Public Works, telephone 928-777-1130. Any construction or changes to the Easement Area shall require an encroachment agreement. Contractors are required to adhere to these Easement Requirements.

EXHIBIT "A"



RED = RE-ALIGNED WATER LINE
GREEN = ORIGINAL WATER LINE

MAP OF EASEMENT AREA

PURPLE = EASEMENT AREA

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Finance

AGENDA ITEM: Approval of Mitel telephone system support and maintenance services by Fulton Communications for Fiscal Year 2015 in the amount \$16,950.00

Approved By:

Date:

Director:	Woodfill, Mark	09/10/2014
City Manager:	McConnell, Craig	09/12/2014

Item Summary

Support and maintenance for the City of Prescott Mitel telephone system by Fulton Communications for \$16,950.00 including tax under the National Joint Powers Alliance Contract NJPA 042109-MBS.

Background

The Mitel telephone system connects 40 City of Prescott network sites together into a single telephone system.

This system leverages the City of Prescott data network to deliver centralized and cost effective voice services.

The primary benefit for this type of a phone system comes from eliminating traditional costs associated with the maintenance and connectivity of separate phone and data networks as well as multiple phone systems in a multitude of locations.

This maintenance agreement provides hardware and software upgrades, hardware and software support, and maintenance for a one year period.

Mitel was founded in 1973 and provides products to over 60 million customers around the world.

Fulton Communications is the largest Mitel partner in the United States. Fulton has a sales and support office located in the Phoenix metropolitan area to provide on-site service and support as needed.

Agenda Item: Approval of Mitel telephone system support and maintenance services by Fulton Communications for Fiscal Year 2015 in the amount \$16,950.00

Financial Impact

This is an annual approved IT division budget item cost recovered from City of Prescott departments.

Attachments

1. Fulton Communications Agreement

Recommended Action: MOVE to approve Mitel support and maintenance services by Fulton Communications for Fiscal Year 2015 in the amount \$16,950.00

Fulton Communications – Maintenance Agreement for City of Prescott

Fulton Communications AZ, having its principal office at 2401 W. Glendale Ave., Ste 108, Phoenix, AZ 85021, herein after referred to “The Company”, and **City of Prescott**, herein after referred to as “The Customer”, wherein the parties agree as follows:

The Customer agrees to pay The Company, the sum of **\$16,950.00** for a **term commencing on 9/18/2014 and expiring on 9/17/2015**. The Customer's equipment to be serviced by The Company, is located at: **201 S. Cortez Street, Prescott, AZ 86303**.

- A. **SERVICE:** The Company agrees to service The Customer’s equipment, according to the terms and conditions set forth in schedule A.
- B. **COVERAGE:** The Company will provide maintenance for the products and services set forth in the attachment (Schedule A) to this agreement. All of the provisions of this Agreement shall be considered separate terms and conditions and in the event that any one of them shall be held illegal, invalid, or unenforceable, all of the other provisions shall remain enforceable as if the illegal, invalid, or unenforceable provision had not been a part of this Agreement.
- C. **TERMS AND CONDITIONS:** This maintenance agreement shall commence on 9/18/2014 and expire on 9/17/2015. The maintenance period shall result in providing the following stipulated provisions:

Hours of Coverage

- 24x7x365 (24 hours per day, seven days per week, 365 days per year) remote and onsite and support for a Major Failure.
- 8 a.m. - 5 p.m. Monday through Friday (local time at the site, excluding Fulton’s locally observed holidays) remote and onsite support for a Minor Failure.

Response Objectives

Major Equipment Failure

- Response within two (2) hours upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
- Onsite response within four (4) hours upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer.

Minor Equipment Failure

- Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Fulton’s locally-observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
- Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Fulton’s locally-observed holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer.

Additional Coverage Description

- Expedited replacement of defective parts and materials during the coverage hours indicated
- Labor to remove and replace a covered defective part
- Labor for troubleshooting software related problems

- D. **MAINTENANCE:** Subject to the conditions herein, The Company shall, without additional charge to The Customer, furnish all necessary service, including parts, materials and labor to maintain the system hereby in good working condition and repair. For the purpose hereof, emergency service shall be rendered as stated above unless required, it is understood that this agreement DOES NOT cover damages to, or failure of the system resulting from causes other than wear and tear from normal use. This includes but is not limited to: MISUSE, NEGLIGENCE, ACCIDENT, THEFT, ACTS OF NATURE (i.e. lighting, flood, wind) or ACTS OF THE PUBLIC ENEMY, IMPROPER WIRING, INSTALLATION, REPAIR OR ALTERATION BY ANYONE OTHER THAN THE COMPANY, or BATTERIES (i.e. UPS batteries, wireless handset batteries). Repairs necessitated by any one of the above expected causes shall be made by The Company and the reasonable cost of labor and materials shall be paid to The Company by The Customer. In the performance of all of these various

services, The Customer hereby agrees to grant The Company full and unrestricted access to the premises on which the system is located.

- E. **CONFIDENTIALITY:** The Company acknowledges that during the engagement it will have access to various trade processes, secrets, innovations, information, records, and specifications owned or licensed by/to The Customer and/or used by The Customer in connection with the operation of its business including, without limitation, The Customer business and product processes, methods, customer lists, accounts, and procedures. The Company agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with The Customer. All files, records, documents, specifications, information, letters, notes, media files, original/creative artwork, and similar items relating to the business of The Customer, whether prepared by the Company or otherwise coming into its possession, shall remain the exclusive property of The Customer. The Company shall not retain any copies of the foregoing without "The Customer's" prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by The Customer, The Company shall immediately deliver to "The Customer all such files, records, documents, specifications, information, and other items in its possession or under its control. The Company further agrees that it will not disclose the retention or the terms of this Agreement to any person without the prior written consent of The Customer and shall at all times preserve the confidential nature of its relationship with The Customer and of the services hereunder.
- F. **ADDITIONS:** In the event it should at any time become necessary, or should The Customer at any time require that changes be made to The Customer's system as presently constituted, by the addition of other units and/or by the modification of the system, The Customer agrees that any additions to, and/or modifications of, the system will become part of this Service Agreement just as though said additions and/or modifications were originally included hereunder and The Customer agrees to pay an increased monthly service rate for the addition and/or modifications at The Company, then current charges for such additions and/or modifications.
- G. **RENEWAL:** This maintenance contract will auto-renew at the end of the term for an additional 12-month period, at current Fulton Maintenance Agreement rates, unless The Customer notifies The Company in writing 30 days prior to expiration date of this agreement.
- H. **CHOICE OF LAW:** The parties agree that this Agreement shall not become effective until accepted by officers of both companies, and that all rights, duties, obligations, and remedies under this Agreement shall be governed by the laws of the state of Georgia.
- I. **PERFORMANCE:** IN THE EVENT OF MATERIAL BREACH OF THIS AGREEMENT, THIS BEING THE EXCLUSIVE REMEDY AVAILABLE, THIS COMPANY SHALL, IN NO EVENT, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE OR LOSS. DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY, OR IN COMBINATION WITH, ANY OTHER EQUIPMENT OR FROM ANY OTHER CAUSE, ACCRUES NO LIABILITY ON THE PART OF THE COMPANY.
- J. **ASSIGNMENT:** This agreement may not be transferred or assigned by any third party. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.
- K. **NONPAYMENT** In the event The Customer fails to pay when and as specified in this Agreement, or violates or fail to perform or otherwise breaches any other provisions of this Agreement, The Company shall have the right to terminate this contract without liability. Termination of this Agreement pursuant to this provision shall not relieve The Customer of liability for any unpaid balances or other charges, cost, and expenses agreed to be paid by The Customer and same shall immediately become due and payable. The advance payment made under this Agreement may be retained by The Company as partial or full satisfaction of any amounts due to The Company as result of The Customer's failure to pay when and as specified in this Agreement, or violates or fails to perform or otherwise breaches any other provisions of this Agreement.
- L. **ENTIRE AGREEMENT:** THIS AGREEMENT, INCLUDING ANY OF THE COMPANY'S PURCHASE AGREEMENTS OF WHICH THIS MAY BE A PART, IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, AND PROPOSALS OR UNDERSTANDING, WHETHER WRITTEN OR ORAL. THIS AGREEMENT MAY NOT BE AMENDED EXCEPT BY A SUBSEQUENT WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY.

THE PROVISIONS OF THIS AGREEMENT, WHEN APPROVED, ACCEPTED AND EXECUTED BY BOTH PARTIES, CONSTITUTES THE ENTIRE AGREEMENT.

Fulton Communications

City of Prescott

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Schedule A

Support Plan Covered Equipment and Application List

<u>Qty</u>	<u>Unit of Measure</u>	<u>Description</u>
2	Cabinet	3300 Controller
3	Cabinet	Analog Services Unit (ASU)
1	Cabinet	ASU II
2	Ea	Embedded Digital Trunk Module
476	Cabinet	3300 ICP User Licenses
938	Cabinet	3300 ICP Device Licenses
2	Cabinet	Quad DSP
2	Cabinet	16 Port ONS Line Card
1	Ea	3300 SWA
1	Cabinet	Nupoint IP
24	Port	Nupoint IP Ports
1	Ea	Nupoint SWA

Mitel Software Assurance (One Year) to be provided on the following Applications:

- Mitel MiVoice Business (aka 3300)- Primary Call Control
- Mitel MiVoice Business (aka 3300)- Resilient Call Control
- Mitel NuPoint Voicemail
- Mitel Enterprise Manager
- Mitel Call Accounting

Total: \$16,950.00 excluding taxes

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Approval of purchase of one (1) ea. electronic security gate from American Fence Company using Arizona State Contract No. AGFD14-058187 pricing in the total amount of \$11,499.56 (Facilities Maintenance Fund Capital Account)

Approved By:

Date:

Director:	Miller, Stephanie	09/12/2014
City Manager:	McConnell, Craig	09/15/2014

Item Summary

The Facilities Management Division is requesting authorization to purchase a motorized replacement security gate for the southwest entrance to the Virginia Street service center complex. The entrance is used 24/7 by City employees in the course of performing their duties.

Background

The Virginia Street service center complex houses the Public Works Department, the Facilities Management and Fleet Services Divisions of the Field and Facilities Services Department, and Police Department motor officers.

The complex has three access gates. Two of the gates are locked by Fleet Services Division employees at the close of business. The third gate, located on the southwestern side of the complex, is used 24/7 by City personnel dropping off vehicles at the Fleet Maintenance Facility, accessing equipment for after-hours repairs and emergency maintenance operations, and motor officers entering and exiting at various times for shift changes and other purposes.

To increase security and for more efficient access, replacement of the manual rolled gate with a motorized one is needed.

Financial Impact

Funding of \$11,499.56 for this budgeted FY15 item is available in the Facilities Maintenance Fund Capital Account.

Agenda Item: **MOVE** to approve the purchase of one (1) ea. electronic security gate from American Fence Company using Arizona State Contract No. AGFD14-058187 pricing in the total amount of \$11,499.56 (Facilities Maintenance Fund Capital Account).

Attachments

1. Security Fence quote.

Recommended Action: **MOVE** to approve the purchase of one (1) ea. electronic security gate from American Fence Company using Arizona State Contract No. AGFD14-058187 pricing in the total amount of \$11,499.56.



7301 Ist Street * Prescott Valley, Arizona 86314
PHONE: (928) 772-6320 * FAX: (928) 772-0736
WEB SITE: <http://www.americanfence.com>

08/10/14

To: City of Prescott
Attention: Mic Fenech

RE: Facilities New Gate

Please accept this letter as a bid to furnish and install fence as per the following scope of work. If you have any questions please do not hesitate to give me a call at 928-772-6320.

\$ 11,499.56
Base Bid: \$10,818.00 – tax \$681.56 - ~~\$11,500.00~~

- Provide and Install 1 each 20' cantilever gate
- Install 1 – new cantilever gate post 4"
- Install 2 hold open loops (customer to saw cut)
- Install 1 exit loop (customer to saw cut)
- Install 1 gate motor Apollo 8300
- Install 1 – radio receiver
- Supply – 10 transmitter
- Install 1 – photo eye
- Install – Knox box & switch
- Install – 1 – fire strobe
- Install 7 / 365 day timer
- Install concrete pad for motor
- Provide saw cut and electric layout

EXCLUSIONS:

- No bonds or permits
- No Saw cutting
- No Engineering
- No grading or grubbing
- No 110v

The amounts and terms listed herein are guaranteed for a period of 30 days from the date of this letter. If you have any questions, please do not hesitate to call upon the undersigned. We do appreciate the opportunity to submit a bid on this project.

Sincerely,
AMERICAN FENCE COMPANY OF AZ, INC.

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Police

AGENDA ITEM: Ratification of City Contract No. 2014-102 with PetData, Inc., for dog licensing services

Approved By:		Date:
Police Chief:	Monahan, Jerald	09/12/2014
City Manager:	McConnell, Craig	09/15/2014

Item Summary

The Police Department is requesting Council ratification of City Contract No. 2014-102 with PetData, Inc., which provides services to the Animal Control Section by sending out annual renewal notices, collecting fees, and issuing dog licenses to City residents.

Background

The Animal Control Section sent out annual dog license renewal notices until 2009. At that time, due to personnel constraints, Animal Control ceased issuing renewal notices. The large number of expired and/or non-licensed animals that resulted made it difficult to track and return animals to their owners.

On June 1, 2014, the Police Department entered into a contract with PetData, Inc., to send out annual license renewal notices, collect fees, and issue licenses. PetData, Inc., remits fees collected to the Police Department less \$3.90 per license as their service charge. The associated contract was not brought before Council at that time since the net income was estimated to be under \$10,000.00.

The City Attorney has advised that Council approval of this contract is required because the gross fees collected will exceed \$10,000.00.

Attachments

1. Contract No. 2014-102

Recommended Action: MOVE to ratify approval of City Contract No. 2014-102.

AGREEMENT FOR ANIMAL LICENSING SERVICES

2014.162

THIS AGREEMENT FOR ANIMAL LICENSING SERVICES ("Agreement") is made and entered into by and between City of Prescott, Arizona hereinafter called "CITY," and PETDATA, INC., a Texas for-profit corporation, hereinafter called "CONTRACTOR," as of the date last signed by a party as reflected on the signature page of this Agreement ("the Execution Date").

For good and valuable consideration, CITY and CONTRACTOR agree as follows:

1. SERVICES

For the consideration set forth below, CONTRACTOR agrees to provide to CITY the animal licensing services described under "CONTRACTOR's RESPONSIBILITIES" in Exhibit A, attached hereto and incorporated herein by reference (collectively, the "Services"), upon the terms and conditions of this Agreement. The Services relate to CITY's licensing and registration of pets. CITY agrees to perform "CITY's RESPONSIBILITIES" described in Exhibit A. In the event of any conflict between any of the contents of Exhibit A and any of the provisions of the main body of this Agreement, the provisions of the main body of this Agreement will prevail.

2. OVERSIGHT AND COORDINATION

All Services shall be performed to the reasonable satisfaction of CITY, as reasonably determined by CITY's Administrator or other person whom CITY shall from time to time designate to monitor the performance of the Services by CONTRACTOR. CITY agrees to promptly notify CONTRACTOR of the name and contact information of the person who will monitor the performance of the Services on behalf of CITY, and to promptly notify CONTRACTOR of any changes to CITY'S monitoring designee or the contact information for CITY's monitoring designee.

3. PERFORMANCE OF SERVICES

CONTRACTOR acknowledges that, prior to signing this Agreement, CONTRACTOR has become familiar with the scope of the Services required under this Agreement. Subject to CONTRACTOR's fulfillment of its obligations under this Agreement, the means, methods, timing, and manner of performing the Services shall be within the sole discretion of CONTRACTOR. CONTRACTOR may perform the Services at such location(s) that CONTRACTOR may from time to time determine, and shall not be required to perform any of the Services at a CITY location. CITY acknowledges that CONTRACTOR shall not be obligated to commence the performance of the Services until the Commencement Date, as hereinafter provided. CONTRACTOR shall not be responsible or liable to CITY or any third party for any delays, errors or omissions in the performance of the Services or any losses or damages sustained by CITY or any third party that are caused by (i) CITY or any of CITY's employees or agents, (ii) the inaccuracy, incompleteness, or other insufficiency of any data furnished by or on behalf of CITY to CONTRACTOR under or in connection with this Agreement, or (iii) any other items furnished by or on behalf of CITY to CONTRACTOR under or in connection with this Agreement.

4. CUSTOM SUPPLIES

If CITY requests that CONTRACTOR utilize specific supplies in connection with the performance of the Services, such as, for example, forms, brochures, or rabies books, CITY will provide those supplies to CONTRACTOR without charge.

5. BANK ACCOUNTS

Licensing fees and any other amounts that are collected by CONTRACTOR for the benefit of CITY under this Agreement will be deposited into an account of one of the following types that is from time to time designated by CITY (a "Bank Account"):

A. An account established and maintained by CITY in its name at a bank or other financial institution (a "CITY Account"); or

B. A separate account established and maintained by CONTRACTOR at a bank or other financial institution selected by CONTRACTOR in which will be deposited funds that relate solely to this Agreement (a "Maintained Account").

CITY will initially designate the type of Bank Account to be utilized hereunder in a notice that CITY will deliver to CONTRACTOR during the Transition Phase in accordance with Section 11. CITY may thereafter change the designation of the type of Bank Account to be utilized hereunder from time to time upon notice to CONTRACTOR, and CONTRACTOR will have a reasonable time in order to effect any such requested change. CITY will reimburse CONTRACTOR for all out-of-pocket expenses incurred by CONTRACTOR in connection with any change in the type of Bank Account utilized hereunder. CITY acknowledges and consents that CONTRACTOR may make an initial deposit into a Maintained Account from CONTRACTOR's funds in order to establish the account, which initial deposit will be refunded or otherwise reimbursed to CONTRACTOR.

6. COMPENSATION TO CONTRACTOR

In consideration of the Services, CONTRACTOR shall be entitled to the following compensation:

A. Basic Fees.

CITY shall pay to CONTRACTOR the following fees for all animal licenses issued during the term of this Agreement, regardless of whether they are issued by CITY, CONTRACTOR, veterinarians, or any other persons:

\$3.90 per license for a one-year license or a replacement tag.

\$2.00 for each additional year after year one if there are multi-year licenses.

- 1) \$2.50 collection service fee for each late fee, if any, paid by a Licensee during the term of this Agreement.

If the United States Postal Service increases its postage rates during the term of this Agreement, the parties agree that CONTRACTOR may adjust its fees under this Section 6A from time to time in order to compensate CONTRACTOR for actual increased postage costs. CONTRACTOR will notify CITY thirty days prior to the date that any increase described in this paragraph will go into effect.

The fees paid to CONTRACTOR under this Section 6A are further subject to reasonable adjustment in the event that CITY adds, modifies or eliminates any fees that are charged to Licensees during the term of this Agreement. CITY and CONTRACTOR agree to negotiate any such reasonable adjustments in good faith.

As used in this Agreement, the term "Licensee" refers to any person who applies for an animal license to be issued by or on behalf of CITY.

B. Start-Up Fee.

CITY shall pay to CONTRACTOR, a \$1,000, one-time only, "Start-Up Fee". The Start-Up Fee is due and payable within five business days after the Execution Date. There are no Start-Up Fees for term extensions or renewals.

C. Additional Service Fees or Costs.

The following fees or cost reimbursements will apply to the extent that the corresponding services described below are requested by CITY:

Cost of Bank Account. CITY will be responsible for all out-of-pocket costs related to any Bank Account. CITY will reimburse CONTRACTOR on a monthly basis for any out-of-pocket costs for a Bank Account that are paid by CONTRACTOR. CITY may request copies of the bank statements for a Maintained Account at any time and CONTRACTOR will provide available bank statements for that Maintained Account within five business days after a request is received by CONTRACTOR.

Bank Deposit Mailing Fees. If CITY requires CONTRACTOR to deposit money into a CITY Account other than at a branch located in the city where CONTRACTOR's principal office is located, CONTRACTOR may make any deposit to that CITY Account by means of any form of U.S. Mail or overnight delivery service, and the actual cost to transmit the deposits to the required bank location will be borne by CITY and included in invoices submitted to CITY for the Services.

- 1) Postal Box/Mail Forwarding Fee. If CITY requests CONTRACTOR to establish a local post office box for mail collection and forwarding, CITY will pay or reimburse CONTRACTOR for the actual costs of mail box rental, mail forwarding and postage fees.
- 2) Supply Fee. If CITY requests changes to supplies which it has previously approved, including but not limited to fee or program changes, CITY will be responsible for the actual costs associated with changing, replacing or discontinuing the use of the previously approved supplies. If CITY terminates this Agreement for any reason other than for cause, CITY will remain responsible for the actual cost of supplies purchased on its behalf.

Lock Box Fees. If CITY utilizes a lockbox, the actual fees and costs associated with the lockbox, including the cost to forward mail to CONTRACTOR from a lockbox, shall be borne solely by CITY.

D. Charges to Licensees.

CITY agrees that CONTRACTOR may charge and collect the following fees directly from Licensees, and CONTRACTOR shall be entitled to retain any such fees so collected as part of CONTRACTOR's compensation under this Agreement, except as otherwise provided below:

- 1) \$1.95 for each on-line transaction engaged in by a Licensee.
- 2) CONTRACTOR may charge a fee to a Licensee of no more than \$25.00 (or, if lower, the maximum amount permitted by applicable law from time to time in effect) for each check or other payment from that Licensee that is returned uncollected for any reason. Any such returned item fee related to a Maintained Account that is actually collected shall be deposited into the Maintained Account and shall be for the benefit of CITY; otherwise the fee shall be retained by CONTRACTOR.

7. MODIFICATIONS OF SERVICES

If CITY requests Services in addition to those described in this Agreement, and CONTRACTOR agrees to provide those additional Services, then CONTRACTOR shall be entitled to additional compensation for those additional Services as shall be agreed upon by CONTRACTOR and CITY in a written modification to this Agreement that is signed by CITY and CONTRACTOR. CONTRACTOR shall not be required to perform any such additional Services unless and until the parties have entered into a written modification of this Agreement. CITY may determine after the Execution Date that certain portions of the Services are no longer necessary, in which event CITY shall notify CONTRACTOR of the portions of the Services that are no longer required, and CONTRACTOR shall be relieved of the responsibility for performing those portions of the Services. However, there shall be no adjustment in CONTRACTOR's compensation hereunder for any portions of the Services that CONTRACTOR is not required to perform.

8. REPORTS

A. Reports from CONTRACTOR. Within 15 business days after the end of each calendar month during the term hereof, CONTRACTOR will submit an animal licensing summary report for the preceding calendar month to CITY in a format that is mutually agreed upon by CITY and CONTRACTOR. Any such report may be transmitted electronically or by any other means.

B. Reports from CITY. Within 10 calendar days after the end of each calendar month during the term hereof, CITY will submit a report to CONTRACTOR of all license fees that CITY has received during the preceding calendar month from Licensees, veterinarians or any other source other than CONTRACTOR. Any such report may be transmitted electronically or by any other means.

9. PAYMENTS

A. CITY Account Used. If and for so long as a CITY Account is utilized hereunder, the following provisions shall apply (and the provisions of Section 9B shall be inapplicable):

Within 15 business days after the end of each calendar month, CONTRACTOR will submit to CITY an invoice with supporting documentation for the compensation due CONTRACTOR under this Agreement for that calendar month. CITY will pay CONTRACTOR the invoiced amount by means of check, ACH payment or other form of payment acceptable to CONTRACTOR within 30 days after the date CONTRACTOR submits the invoice to CITY. Invoices that are not timely paid will, at CONTRACTOR's option, bear interest from the 30th day after the date that CONTRACTOR submits the invoice to CITY until paid at a rate equal to the lesser of (i) 18% per annum or (ii) the maximum annual rate of interest permitted from time to time under applicable law (or if those rates are the same, then at the rate determined under either clause). Invoices will be submitted electronically to the e-mail address that CITY shall from time to time provide CONTRACTOR for the submission of invoices or in such other manner as CITY may from time to time request in writing to CONTRACTOR and that is acceptable to CONTRACTOR.

B. Maintained Account Used. If and for so long as a Maintained Account is utilized hereunder, the following provisions shall apply (and the provisions of Section 9A shall be inapplicable):

Within 15 business days after the end of each calendar month, CONTRACTOR shall remit to CITY the residual amount, if any, of all license fees collected by CONTRACTOR hereunder during the preceding calendar month after deducting therefrom all fees, costs, expenses, and reimbursements due CONTRACTOR hereunder. If at any time the funds in the Maintained Account are not sufficient to fully pay amounts due to CONTRACTOR hereunder, then CONTRACTOR may recoup any shortfall from any subsequent payments due to CITY under this paragraph until all sums due CONTRACTOR have been fully paid.

C. Direct Collections by CITY. If CITY collects any animal license fee or any other amount that is subject to this Agreement directly from a Licensee, veterinarian or other source, other than CONTRACTOR, CITY may either forward the amount collected to CONTRACTOR within fifteen business days for deposit into a Maintained Account, if a Maintained Account is in effect, or retain the amount. In either event, CITY shall report the amount so collected to CONTRACTOR in accordance with Section 8B so that the fee(s) due CONTRACTOR hereunder with respect to the amount collected by CITY may be determined and paid in accordance with this Agreement.

10. TERM

The initial term of this Agreement will commence on the Execution Date and will expire at the close of business on the last day of the 36th full calendar month after the Commencement Date, unless this Agreement is sooner terminated in accordance with other provisions of this Agreement.

This term of this Agreement will automatically be extended for up to two additional periods of one-year each. Subject to the limit on the number of extensions provided in the preceding sentence, the term of this Agreement will be automatically extended for an additional one-year period upon the expiration of the then current term (as it may have previously been extended) unless either party notifies the other party of its intention not to extend the term not later than 90 days prior to the expiration of that then current term. If the term of this Agreement is extended in accordance with this paragraph, then each of the basic fees payable to CONTRACTOR under Section 6A shall be

increased by a mutually agreed upon amount, which shall be not more than 3% of the then current amount for that respective fee, throughout the period of such extension.

11. TRANSITION PHASE

The period beginning on the Execution Date and expiring at the close of business on the 60th day thereafter is referred to as the "Transition Phase." CONTRACTOR shall begin processing licenses within a reasonable time following the Transition Phase subject to CITY's timely fulfillment of its obligations under this Section 11. CONTRACTOR, in its discretion, may begin processing licenses prior to the expiration of the Transition Phase. CITY acknowledges that any delay in the performance of its obligations under this Section 11 may result in a delay in the commencement of the Services. The date on which CONTRACTOR commences the processing of licenses hereunder is referred to in this Agreement as the "Commencement Date." CONTRACTOR shall notify CITY of the Commencement Date within a reasonable period before or after the Commencement Date.

During the Transition Phase:

A. License Data.

CITY shall provide historical license data files consisting of licenses older than 90 days within five business days after the Execution Date. The said historical data shall be made available to CONTRACTOR in an electronic format that is readily importable by CONTRACTOR.

B. Deliverables.

Within five days after request from CONTRACTOR, CITY shall provide to CONTRACTOR agreed upon supplies, data, feedback, process information, the initial designation regarding the type of Bank Account under Section 5, and required approvals for items such as form designs (collectively, "Deliverables"). Deliverables may be requested throughout the Transition Phase.

C. Tags.

CITY shall purchase, at CITY's expense, and cause to be delivered to CONTRACTOR license tags that meet CONTRACTOR's specifications, which have been provided to CITY.

12. PERMITS AND REQUIREMENTS

A. Permits.

CONTRACTOR shall obtain the necessary permits(s), if any, required by CITY or its governing ordinances for the performance of the Services. CITY agrees to provide CONTRACTOR with a list of any and all such permits and to cooperate and assist CONTRACTOR in good faith to aid CONTRACTOR in obtaining any such permits in a timely fashion.

B. Legal Requirements.

CONTRACTOR shall, in performing the Services under this Agreement, comply with all federal, state, county, or CITY statutes, laws, codes and ordinances, as amended, that are directly applicable to CONTRACTOR's performance of the Services. CITY shall notify CONTRACTOR of changes to laws, codes or ordinances affecting CONTRACTOR's performance of Services under this Agreement of which CITY obtains actual knowledge during the term of this Agreement.

13. COVENANTS REGARDING DATA

CONTRACTOR agrees that it will not, without CITY's consent, use personal data collected on behalf of CITY other than for the performance of the Services or other uses permitted by this Agreement or under applicable law.

Further, CONTRACTOR agrees that it will not sell, or intentionally transfer or release, to any third party personal data that CONTRACTOR has collected in performing the Services, except as may otherwise be required by this Agreement or applicable law, and that it will take commercially reasonable measures to prevent the unauthorized release of any such third party personal data.

Upon the termination of this Agreement, CONTRACTOR agrees to return or transfer to CITY, in a mutually acceptable format, all animal licensing data maintained by CONTRACTOR under this Agreement within 15 business days after CONTRACTOR has received all sums due CONTRACTOR under this Agreement.

14. INDEMNITY

Subject to the limitations on CONTRACTOR's and CITY's liability set forth elsewhere in this Agreement, CONTRACTOR and CITY agree to indemnify and hold harmless each Party and its officers and employees from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, arising out of CONTRACTOR's or CITY's gross negligence or willful misconduct in the performance of the Services under this Agreement. In the event of joint and concurring responsibility of CONTRACTOR and CITY, responsibility and indemnity, if any, shall be apportioned comparatively. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, in or to any other person or entity.

15. INSURANCE REQUIREMENTS

(A) The Contractor 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.”

(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.

16. TERMINATION

A. Expiration.

If the term of this Agreement expires and is not extended in accordance with other provisions of this Agreement, then CONTRACTOR shall be paid all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination, including CONTRACTOR's basic fees under Section 6A with respect to animal licenses or renewals that are in process at the time of termination.

B. For Cause.

If CONTRACTOR materially breaches this Agreement and fails to cure the breach within 30 days after CITY notifies CONTRACTOR of the breach and specifies the details of the breach, CITY may terminate this Agreement upon notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment for all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination, including CONTRACTOR's basic fees under Section 6A with respect to animal licenses or renewals that are in process at the time of termination.

C. Termination of Licensing Program.

CITY may terminate this Agreement upon not less than 90 days prior notice to CONTRACTOR if CITY determines to terminate its animal licensing program. Upon such termination, CONTRACTOR shall be entitled to payment for all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination plus an additional amount (the "Cancellation Fee") equal to the sum of all compensation payable to CONTRACTOR under this Agreement for the three calendar months in which the highest monthly compensation was payable to CONTRACTOR hereunder during the twelve calendar months preceding the date of termination (or if shorter during the period from the Execution Date until the date of termination). The parties agree that the Cancellation Fee is reasonable compensation to CONTRACTOR for the lost revenue that CONTRACTOR would otherwise incur as a result of the early termination of this Agreement by CITY and is not a penalty.

17. UNFORESEEN CIRCUMSTANCES

CONTRACTOR shall not be responsible for any delay or omission in the performance of any of CONTRACTOR's obligations under this Agreement to the extent caused by natural disaster, power outages, war, civil disturbance, labor dispute or other cause beyond CONTRACTOR's reasonable control. To the extent CONTRACTOR is able to do so, CONTRACTOR shall provide notice to CITY of any event described in this Section within ten (10) business days after the occurrence of such event.

18. RECORDS/AUDIT

CONTRACTOR shall maintain in electronic form or on a database material books, records, and documents directly related to the performance of the Services (collectively, "Records") during the term of this Agreement and for a period of three years thereafter. CONTRACTOR shall further maintain any Records that were either received or originally generated by CONTRACTOR in paper form for a period of three years after the date(s) that the respective Records were originally received or generated or until the termination, by expiration or otherwise, of this Agreement, whichever occurs first. Any paper Records in existence at the expiration of any such three-year period or at the termination of this Agreement shall either be shipped to CITY or destroyed, at CITY's option and at

CITY's expense in either case. During the term of this Agreement and for a period of three years thereafter, CITY shall have the right to inspect and audit, at CITY's expense, and upon reasonable advance notice to CONTRACTOR, the Records that CONTRACTOR is obligated to maintain hereunder as of the time of any such inspection or audit. Notwithstanding the foregoing, any Records maintained by CONTRACTOR during the term of this Agreement that relate to any litigation, appeal, or related settlement arising under or in relation to this Agreement shall be preserved until a final disposition has been made of such litigation. However, CONTRACTOR shall not have any liability for disposing of paper Records in accordance with this Agreement prior to the time that CONTRACTOR obtained actual knowledge of the existence of the litigation.

19. NOTICES

Any notice, statement, or demand required or permitted to be given hereunder by either party to the other shall be in writing and shall be given personally or by courier, by overnight delivery service, by certified mail, return receipt requested, postage prepaid, or by confirmed (either machine or personal) facsimile transmission, addressed to the recipient as follows:

Notices to CITY shall be addressed as follows:

Animal Control Officer
City of Prescott, AZ
City Hall
201 S. Cortez St.
Prescott, AZ 86303

Cc: City Attorney
City of Prescott, AZ
221 S. Cortez St.
Prescott, AZ 86303

Notices to CONTRACTOR shall be addressed as follows:

Chris Richey, President
PetData, Inc.

P.O. Box 141929 (if mailed)
Irving, Texas 75014-1929

1850 Crown Drive, Suite 1110 (if delivered)
Dallas, Texas 75234

214-821-3106 (facsimile)

Any such notice shall be effective (a) if delivered personally or by courier, when received, (b) if sent by overnight courier, when received, (c) if mailed, on the second business day after being mailed as described above, and (d) if sent by confirmed (either personal or machine) written telecommunication, when dispatched. Any party may change any of its contact information for notices upon not less than ten (10) days' prior notice to the other party in accordance with this Section. The provisions of this Section shall not govern the means of submission of invoices by CONTRACTOR to CITY under this Agreement.

20. CONTRACTOR'S SYSTEM

CITY acknowledges that CONTRACTOR has developed and coordinated proprietary means and methods of performing the Services and related know-how, skills, and property (collectively, the "System"). The System includes, among other items, an interactive website, databases, software, and related items. The System is special and unique to

CONTRACTOR and has been developed by CONTRACTOR at great cost and expense to CONTRACTOR. CITY acknowledges that CITY is not acquiring any rights in or to the System, and that the System is and will remain the sole and exclusive property of CONTRACTOR. CITY further acknowledges and agrees that any information that CITY obtains related to the use, formulation or operation of the System that is not generally known is CONFIDENTIAL, may only be used by CITY for the limited purposes described in this Agreement, and may not be disclosed to any third parties except as may be required under applicable law or with CONTRACTOR's prior, express written consent in CONTRACTOR's sole discretion. Upon the termination of this Agreement, any information and materials, in whatever media or format, related to the System that CITY has in its possession will be returned to CONTRACTOR or destroyed at CONTRACTOR's option. CITY agrees that it will not attempt to discover, duplicate, or replicate the System in any manner.

21. MISCELLANEOUS

A. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

B. Relationship of Parties.

The relationship of CITY and CONTRACTOR is that of independent contractors. Nothing in this Agreement is intended to create a partnership or joint venture between the parties, to establish a fiduciary relationship between the parties, or to render either party liable or responsible for any debts, liabilities or other obligations of the other party.

C. Entire Agreement.

This Agreement, including any exhibits hereto, embodies the complete agreement of the parties hereto, and supersedes all oral or written previous or contemporary agreements or understandings between the parties relating to any of the matters herein. This Agreement may not be amended or otherwise modified except in a writing executed by both parties. The expiration or other termination of this Agreement shall not extinguish any right or remedy existing at the time of termination.

D. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Assignment; Binding Effect.

Neither party may assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, the transfer of CONTRACTOR's interest in this Agreement to an affiliate of CONTRACTOR or in connection with a merger, consolidation, sale of substantially all of CONTRACTOR's assets, or business combination involving CONTRACTOR shall not be deemed to be an assignment in violation of this Section, provided that such transferee shall be subject to all of the terms and conditions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and, where permitted, assigns.

F. General.

All references in this Agreement to sections and other subdivisions refer to corresponding sections and other subdivisions of this Agreement unless the context indicates otherwise. Titles appearing at the beginning of any such sections or subdivisions are for convenience only and shall not constitute part of such sections or subdivisions and shall be disregarded in construing the language contained in such sections or subdivisions. These words "this Agreement", "this instrument", "herein", "hereof", "hereby", "hereunder" and words of similar import refer to this

Agreement as a whole and not to any particular subdivision unless expressly so limited. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Words in any gender (including the neutral gender) shall include any other gender, unless the context otherwise requires. Examples shall not be construed to limit, expressly or by implication, the matter they illustrate. The word "includes" and its derivatives shall mean "includes, but is not limited to" and corresponding derivative expressions. The term "or" includes "and/or." All exhibits attached to this Agreement are incorporated herein by reference. No consideration shall be given to the fact or presumption that one party had a greater or lesser hand in drafting this Agreement. All references herein to "\$", "dollars", or other sums of money shall refer to U.S. Dollars. References in this Agreement to "business days" shall refer to days other than Saturdays, Sundays, or other days on which CITY offices are closed. Any references in this Agreement to "days" other than business days shall refer to calendar days. Time is of the essence of this Agreement. No delay or forbearance in asserting any right or enforcing any obligation under this Agreement shall constitute a waiver of such right or obligation.

G. Authorization.

Each of the parties represents and warrants to the other that this Agreement has been duly authorized by all necessary corporate or governmental action on the part of the representing party and that this Agreement is fully binding on such party.

H. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary for each party to sign each counterpart, and separate signature pages may be attached to any counterpart in order to make a complete counterpart. For purposes of the execution of this Agreement or any amendment hereto or modification hereof, a signature transmitted by facsimile, computer file or other electronic means shall be fully binding as an original signature.

I. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

J. 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 Contractor further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

K. 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.

L. 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 Contractor 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.

M. 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.

N. Contractor Immigration Warranty

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

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its 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 Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

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

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

Neither the Contractor nor any Sub-contractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor 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 Contractor 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 Contractor or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

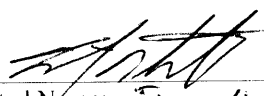
P. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement 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.

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

[Signature page follows]

EXECUTED by CITY and by CONTRACTOR on the respective dates set forth below to be effective as of the Execution Date.

CITY:

By: 

Printed Name: Timothy A. Fletcher

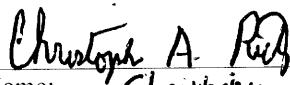
Title: Lieutenant

Date of Execution: November 26, 2013 

December 11, 2013 

CONTRACTOR:

PETDATA, INC.

By: 

Printed Name: Christopher A. Richey

Title: President

Date of Execution: October 24, 2013

EXHIBIT A
Description of Services

This exhibit is attached to and a part of the above and foregoing Agreement for Animal Licensing Services (Agreement). Terms used in this exhibit that are not defined in this exhibit but which are defined elsewhere in the Agreement shall have the respective meanings given to them in the other provisions of the Agreement. In the event of any conflict between any of the provisions of this exhibit and the other provisions of the Agreement, the other provisions of the Agreement shall control.

CONTRACTOR RESPONSIBILITIES

1. Process License Applications
 - A. Receive and process animal license applications through the mail.
 - B. Provide online licensing and process applications initiated through CONTRACTOR's website.
 - C. Enter new and renewal license applications into CONTRACTOR's proprietary database.
 - D. Deposit, or transmit for deposit, all receipts collected for license fees, with the exception of those payments made via credit card, into a Bank Account.
 - E. Mail license tags within 10 business days after receipt of payment and complete documentation as required by local ordinance and/or CITY policy.
 - F. Update license information in CONTRACTOR'S database and issue replacement tags as needed.
 - G. If CONTRACTOR collects any payments due CITY from Licensees via credit card transactions that are paid to CONTRACTOR, those payments will be deposited, or transmitted for deposit, into a Bank Account within 15 business days after the end of the calendar month in which collected.
2. Mail License Notices
 - A. Mail renewal and reminder notices for expiring animal licenses. Renewal notices will be mailed in the month prior to the license expiration date, or as otherwise agreed upon between CONTRACTOR and CITY.
 - B. Mail billing notices to pet owners who have vaccinated a pet against rabies but have not licensed, if CITY collects rabies vaccination reports from veterinarians.
3. Customer Service for Licensing Program
 - A. Provide customer service to pet owners via phone, email and mail, and respond to requests in a timely fashion.
 - B. Provide customer service to CITY staff, and respond to CITY requests in a timely fashion.
 - C. Provide online access to licensing data to appropriate personnel via CONTRACTOR's proprietary website, at no additional charge.
4. Manage Reports from Authorized Registrars and Veterinary Clinics
 - A. Process and enter license sales records from any registrars and veterinary clinics authorized to sell animal licenses.
 - 1) Track tag inventories at all authorized registrars, and reconcile reports.
 - 2) Invoice authorized registrars for licenses sold as needed

- B. Process and enter rabies vaccination records from local veterinary clinics if rabies reporting is required by CITY.
 - C. Follow up with delinquent clinics and registrars and report delinquent clinics and registrars to CITY as needed.
- 5. Provide veterinarians and other authorized registrars with reasonable quantities of supplies (reporting forms, applications or vaccination certificates, citizen mailing envelopes, etc.) necessary to sell license tags and/or report rabies vaccinations to CONTRACTOR. Supplies are to be printed in one color with the design and layout to be determined by CONTRACTOR.
- 6. Reporting to CITY
 - A. Send reports to CITY within 15 business days after the end of each month including the number of licenses sold at each location.
 - B. Provide statistical reports to CITY as requested within a timely manner. Depending on the information requested, CONTRACTOR can provide most reports within five business days.

CITY RESPONSIBILITIES

- 1. Purchase license tags to CONTRACTOR's specifications and ship them to CONTRACTOR. CONTRACTOR recommends that tags be shipped directly from tag vendor to CONTRACTOR to reduce shipping costs.
- 2. Report CITY license sales electronically or by mail at least monthly by the 10th calendar day of the month for the prior month's sales.
- 3. Give CONTRACTOR at least 60 days' notice of license fee or ordinance changes.
- 4. Respond to CONTRACTOR inquiries in a timely fashion.
- 5. Provide feedback to CONTRACTOR regarding program and customer matters.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
11/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mike Baker
3400 Carlisle St, Suite 470
Dallas, TX 75204



CONTACT
NAME: Jen Wierzba
PHONE (A/C, No. Ext): 214-780-0900 FAX (A/C, No): 214-780-0909
E-MAIL: jen.wierzba.m5je@statefarm.com
ADDRESS: jen.wierzba.m5je@statefarm.com

INSURED
Pet Data Inc
1850 Crown Dr Ste 1110
Farmers Branch, TX 75234

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Lloyds	43419
INSURER B: State Farm Fire and Casualty Company	25143
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	93-TV-3354-6	11/13/2012	11/13/2014	
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PROJECT ☐ LOC						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						
	EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			93-BY-F889-7	07/11/2013	07/11/2014	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				☒ WC STATUTORY LIMITS ☐ OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y					E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Animal Licensing

General liability policy extends full liability coverage to non-owned and hired automobiles used in the course of business.

Proprietor is excluded from coverage under the workers compensation policy.

CERTIFICATE HOLDER

City of Prescott, Arizona
City Hall
201 S. Cortez St
Prescott, AZ 86303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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1001486 132849.6 11-15-2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4786 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS
(Scheduled)**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 93-TV-3354-6

Named Insured:
PET DATA INC

Name And Address Of Additional Insured Person Or Organization:
CITY OF PRESCOTT, ARIZONA CITY HALL
201 S CORTEZ ST
PRESCOTT AZ 86303-3938

1. **SECTION II — WHO IS AN INSURED of SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

a. Ongoing Operations

- (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for that additional insured; or

b. Products-Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

- 2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
- 3. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Police

AGENDA ITEM: 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)

Approved By:

Date:

Police Chief:	Monahan, Jerald	09/12/2014
City Manager:	McConnell, Craig	09/15/2014

Item Summary

The Police Department requests to enter into an Intergovernmental Agreement with the Northern Arizona University Family Violence Institute. The goal is to develop a regional domestic violence homicide prevention initiative through involvement in the Yavapai County Domestic Violence Fatality Review Team and the Yavapai County Coordinated Community Response Team, bringing promising national practices to Yavapai County.

Background

In 2013, the Prescott Police Department responded to over 500 domestic violence calls, many of which were repetitive, involving the same individuals. This IGA is designed to work in collaboration with the Northern Arizona University Family Violence Institute and other resources in our community to enhance our knowledge of and capabilities to address high-risk domestic violence cases.

The project addresses the Federal Program Purpose Area in developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including crimes of sexual assault, dating violence, stalking, and domestic violence, as well as the appropriate treatment of victims.

The Family Violence Institute will coordinate logistics for meetings, interviews and focus groups, which will analyze data from high risk domestic violence cases and provide recommendations regarding relevant emerging best practices to successfully reduce the frequency of domestic violence cases in the City of Prescott and Yavapai County.

Agenda Item: 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)

Financial Impact

There is no funding impact to the City of Prescott or the Police Department. Any costs associated with this IGA will be paid for by grant funding from the Family Violence Institute.

Attachments

1. Resolution No. 4256-1465
2. IGA / Memorandum of Understanding

Recommended Action: MOVE to adopt Resolution No. 4256-1465.

RESOLUTION NO. 4256-1465 _____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PRESCOTT AND NORTHERN ARIZONA UNIVERSITY.

RECITALS:

WHEREAS, the City of Prescott ("Prescott") has the authority pursuant to its Charter, A.R.S. §9-240 and §11-952 to enter into intergovernmental agreements ("IGA's") for purposes of carrying out its responsibilities and to provide for the joint exercise of any powers common to public entities; and

WHEREAS, Prescott through its police department and Northern Arizona University ("NAU") through its Family Violence Institute ("FVI") desire to enter into a collaborative agreement to develop a regional Domestic Violence Homicide Prevention Initiative; and

WHEREAS, through their involvement in the Yavapai County Domestic Violence Fatality Review Team and the Yavapai County Coordinated Community Response team, the Prescott Police Department will work with the NAU FVI to learn more about the handling of high-risk domestic violence cases, bringing promising national practices to Yavapai County; and

WHEREAS, the project addresses certain Federal Program Purpose Areas such as developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including crimes of sexual assault, dating violence, stalking, and domestic violence, as well as the appropriate treatment of victims; and

WHEREAS, NAU will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS, it is in both governmental parties' interests to enter into an agreement entitled Memorandum of Understanding setting forth the services to be provided by way of the collaborative effort.

ENACTMENTS:

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

Section 1. That Prescott hereby approves the Memorandum of Understanding with NAU to develop a regional Domestic Violence Homicide Prevention Initiative.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the IGA between Prescott and NAU and to take any and all steps deemed necessary to accomplish the above.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

**Intergovernmental Agreement
City Contract No. 2015-046**

Memorandum of Understanding

Northern Arizona University (NAU), through its Family Violence Institute (FVI), and the City of Prescott, Arizona, through its Police Department agree to collaborate to develop a regional Domestic Violence Homicide Prevention Initiative (DVHPI). Through their involvement in the Yavapai County Domestic Violence Fatality Review Team and the Yavapai County Coordinated Community Response team the aforementioned police agencies will work with the FVI to learn more about the handling of high-risk domestic violence cases, bringing national promising practices to Yavapai County.

The project addresses the following Federal Program Purpose Areas:

- Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including crimes of sexual assault, dating violence, stalking, and domestic violence, as well as the appropriate treatment of victims.

It also addresses Arizona's STOP Grant Priority to:

- Improve training and use of assessment tools for all disciplines to provide early detection and intervention for high-risk situations in order to prevent fatalities.

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which Northern Arizona University will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting for the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Arizona Governor's Office for Children, Youth and Families on or before September 29, 2014;

1. Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

The Family Violence Institute Project Director and staff will:

- Serve as the fiscal agent.
- Act as the main point of contact with the Governor's Office for Children, Youth and Families.
- Gather relevant information and submit necessary reports in a timely fashion.
- Coordinate logistics for meetings, interviews and focus groups.
- Coordinate and conduct site visits to work with the team.

- Facilitate processes to highlight the work of the local team on a state level.
- Provide specialized technical assistance throughout the project.
- Analyze data.
- Provide a preliminary report to all collaborative partners by December 31, 2015.
- Seek input from partners.
- Provide recommendations regarding relevant emerging practices.
- Budget \$5,000 to support focus groups, survivor interviews and field project support.

Our police department partners will work with the FVI, the Yavapai County DVFRT, the Yavapai County CCR and other relevant entities to:

- Ensure access to closed domestic violence homicide case files.
- Permit law enforcement ride-alongs for FVI staff and others working on the project.
- Provide FVI access to call taker/dispatch records and to individual call takers/dispatchers for interviews and sit-alongs.
- Redact personally identifying information in materials gathered for text analysis.
- Provide materials, including policies and procedures, risk assessment tools currently used, and other documentation needed for text analysis.
- Provide other resources as deemed mutually necessary.
- Provide interviewees.
- Recruit survivors to participate in focus groups with the FVI.
- Review and revise the draft report prepared by the FVI.

2. Timeline

The roles and responsibilities described above are contingent on **NAU** receiving funds requested for the project described in the STOP grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be **1/1/15 through 12/31/15**.

3. Commitment to Partnership

1) The collaboration service area includes **Yavapai County, AZ**.

2) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

Signature: _____

Date: _____

Wilma G. Ennega
 Wilma G. (Winnie) Ennenga
 Assistant Vice President for Research Administration
 Director, Office of Grant and Contract Services
 Northern Arizona University

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

DANA DELONG
City Clerk

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

JON M. PALADINI, City Attorney

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Police

AGENDA ITEM: 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 No. 2015-047)

Approved By:

Date:

Police Chief:	Monahan, Jerald	09/12/2014
City Manager:	McConnell, Craig	09/15/2014

Item Summary

The University of Phoenix stadium is located in the City of Glendale, which has jurisdictional authority over and public safety interests in the operation of the stadium and surrounding area. The City of Glendale needs to augment their public safety staff for Super Bowl XLIX and certain other major events, and desires to enter into an Intergovernmental Agreement with the Prescott Police Department to provide additional officers for their event(s).

Background

Law enforcement routinely provides mutual assistance among jurisdictions during large-scale events. Super Bowl XLIX, the Fiesta Bowl, and NFL Pro Bowl will be hosted in 2015 at the University of Phoenix Stadium over which Glendale has jurisdictional authority.

The purpose of this agreement is to provide the means by which Glendale can integrate Prescott Police Department and Glendale Police Department personnel. The document addresses command, control, personnel, planning, and training for the events.

Financial Impact

Per the IGA, each Prescott Police Officer providing services will become a temporary employee of Glendale. There is no cost, liability or exposure to the City of Prescott.

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

Attachments

1. Resolution No. 4255-1464
2. IGA

Recommended Action: MOVE to adopt Resolution No. 4255-1464.

RESOLUTION NO. 4255-1464 _____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PRESCOTT AND THE CITY OF GLENDALE.

RECITALS:

WHEREAS, the City of Prescott ("Prescott") has the authority pursuant to its Charter, A.R.S. §9-240 and §11-952 to enter into intergovernmental agreements ("IGA's") for purposes of carrying out its responsibilities and to provide for the joint exercise of any powers common to public entities; and

WHEREAS, The University of Phoenix Stadium ("Stadium") is located within the City of Glendale ("Glendale") corporate limits and Glendale has jurisdictional authority over public safety matters related to the Stadium; and

WHEREAS, the Stadium will host events such as the 2015 Fiesta Bowl, 2015 National Football League Pro Bowl and the 2015 National Football League Super Bowl (collectively referred to as "Mega Events"); and

WHEREAS, Glendale has the need for qualified personnel to provide law enforcement and security services at the Stadium during Mega Events; and

WHEREAS, Prescott and Glendale desire to participate in providing law enforcement and security services for the Stadium by making available Prescott Police Department ("PPD") officers to Glendale for Mega Events.

WHEREAS, it is in both governmental parties' interests to enter into an agreement for Prescott to provide PPD Officers to Glendale for Mega Events.

ENACTMENTS:

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

Section 1. That Prescott hereby approves the IGA with Glendale to provide PPD Officers to Glendale for Mega Events at the Stadium.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the IGA between Prescott and Glendale and to take any and all steps deemed necessary to accomplish the above.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND THE CITY OF PRESCOTT
(City of Prescott Contract No. 2015-047)**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 by the City of Glendale (“Glendale”) and the City of Prescott (“Prescott”), collectively known herein as the “parties” and individually as a “party”.

RECITALS

- A. The University of Phoenix Stadium in Glendale (the “Stadium”) is located within Glendale’s corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and
- B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company (“Global Spectrum”) is managing the Stadium on behalf of the Arizona Sports and Tourism Authority (the “AZSTAS”); and
- C. Global Spectrum has the need for qualified personnel to provide law enforcement and security services at the Stadium; and
- D. The parties desire to participate in providing law enforcement and security services to Global Spectrum for the Stadium by making available Prescott Police Department (“PPD”) and Glendale Police Department (“GPD”) officers in accordance with the terms set forth herein.
- E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale’s primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

- 1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the PPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.
- 2. **Supervision and Staffing.**
 - 2.1 Prescott acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually “Event” and collectively “Events”) shall be the duty and responsibility of GPD.
 - 2.2 In carrying out this responsibility, GPD will in good faith assign officers to work events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to events.

- 2.3 Prescott agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide service for events; however, Glendale will provide information regarding staffing decisions to PPD as soon as it becomes available.

3. Assigned Personnel

- 3.1 Prescott shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at events (hereinafter referred to as “Assigned Officers”).
- a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.
 - b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify the Assigned Officers are “at will” temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.
 - c. If possible, Glendale will consult with Prescott prior to terminating any Assigned Officer.
- 3.2 While working an event, the Assigned Officers must wear uniforms approved by PPD, and the Assigned Officers may carry other equipment authorized by PPD.
- 3.3 When working an event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the event.
- 3.4 Upon termination of this Agreement, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

4. Compensation, Insurance and Reporting

- 4.1 The parties agree that during events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer shall also all times also be an employee of PPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).
- 4.2 Each Assigned Officer who works an event will be paid the negotiated hourly rate, less the \$5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing worker’s compensation insurance as set forth below.
- a. Assigned Officers’ compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.
 - b. Glendale shall provide the workers’ compensation coverage and liability coverage to the Assigned Officers in such amounts and under the same terms and conditions as other sworn, full-time GPD employees.

- c. Except for worker's compensation and liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.
- 4.3 Glendale shall make available to the PPD information about the hours worked by Assigned Officers not later than seven days following each event to enable PPD to properly monitor and regulate the hours worked by all of their Assigned Officers.
- 4.4 The parties affirms that they have complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

- 5.1 Glendale shall indemnify, defend, save and hold harmless Prescott, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.
- 5.2 Glendale's indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.
- 5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Prescott, its officers, officials, agents and employees for losses arising from the work performed by Prescott's Assigned Officers under this Agreement.

6. Media Releases and Relations

- 6.1 Any release of information to the media, other than a public records release, regarding an event or any activities carried out under this agreement will be coordinated by Glendale in cooperation with Prescott but, except as provided below, no unilateral media releases will be distributed by Prescott without the prior approval of Glendale.
- 6.2 A copy of all public record and media releases regarding an event or any activities carrying out this agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of PPD's Assigned Officer, PPD will be responsible for the release of information to the media relative to the incident.
- 6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

- 7.1 Relative to its Assigned Officers, PPD agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all

requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, PPD's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

- 7.2 Glendale and PPD agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

- 8.1 This Agreement will be effective immediately upon the approval and execution by Glendale and Prescott and shall remain in full force and effect until February 15, 2018.
- 8.2 This Agreement may be executed in counterparts.
- 8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

- 9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.
- 9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.
- 9.5 Termination. Prescott may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Prescott not less than sixty (60) days prior written notice.
- 9.6 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. In the event the parties cannot settle the dispute, the GPD Chief of Police shall have the final authority to decide the dispute, claim, question or disagreement.
- 9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.
- 9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

- 9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- 9.10 Nondiscrimination. No party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Each party agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

10. E-Verify

- 10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.
- 10.2 The parties warrant that they have registered with and participate with E-Verify.
- 10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above. Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.
- 10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

[signatures appear on the following pages]

CITY OF GLENDALE

Brenda S. Fischer, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale the City of Prescott is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Michael D. Bailey, City Attorney

CITY OF PRESCOTT

BY: _____
Marlin Kuykendall, MAYOR

DATE: _____

ATTEST:

Dana DeLong, CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Prescott is in proper form and is within the powers and authority of the City of Prescott under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Jon M. Paladini, CITY ATTORNEY

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Public Works

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

Approved By:		Date:
Director:	Hash, Henry	09/04/2014
City Manager:	McConnell, Craig	09/12/2014

Item Summary

This item is for award of a contract to remove, relocate, and install 10-inch, 12-inch, and 24-inch water main and appurtenances within the Chino Valley Water Production Facility. Work will also include cutting and capping of existing piping within the compound to reconfigure the City's five (5) million gallon reservoir discharge and supply piping.

Background

The purpose of this project is to completely separate the water distribution system from the transmission system which feeds the distribution lines. The work will enable blending of water from the City's wells and create a single sampling point at the Water Production Facility, improving the cost-effective delivery of water to the City.

This project will remove Wells No. 1 and No. 2 from the outlet of the 5 million gallon storage tank and pipe them to the inlet of the tank. A new piping alignment will be constructed to realign the suction line for Booster Pumps 1-5 to be able to draw water off the outlet of the storage tank.

The total number of sampling points for ADEQ compliance will be reduced by five and result in an estimated cost savings in the amount of \$12,000.00 the first year. Reporting of water quality sampling to ADEQ will also be simplified. The project will result in uniformly blended water of the highest quality from the production facility for distribution to all water customers.

Bid Results

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

A mandatory pre-bid meeting was held on August 6, 2014; three (3) bids were received on the due date of August 21, 2014, as follows:

<u>Bidder</u>	<u>Location</u>	<u>Total Bid</u>
CNB Excavating, Inc.	Dewey, AZ	\$231,800.00
Earth Resources Corp.	Dewey, AZ	\$232,375.00
Fann Environmental	Prescott, AZ	\$258,700.00

The Engineer's Estimate was \$257,250.00

Written confirmation of their bid has been received from the low responsive bidder, CNB Excavating, Inc. Verification of the company's license, bonding, references, and past performance of similar projects has been completed, and CNB has been deemed responsible for the purpose of contract award.

Schedule

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

Award of Contract	September 23, 2014
Pre-Construction Meeting	September 29, 2014
Notice to Proceed (NTP)	October 6, 2014
Substantial Project Completion	December 5, 2014

Financial Impact

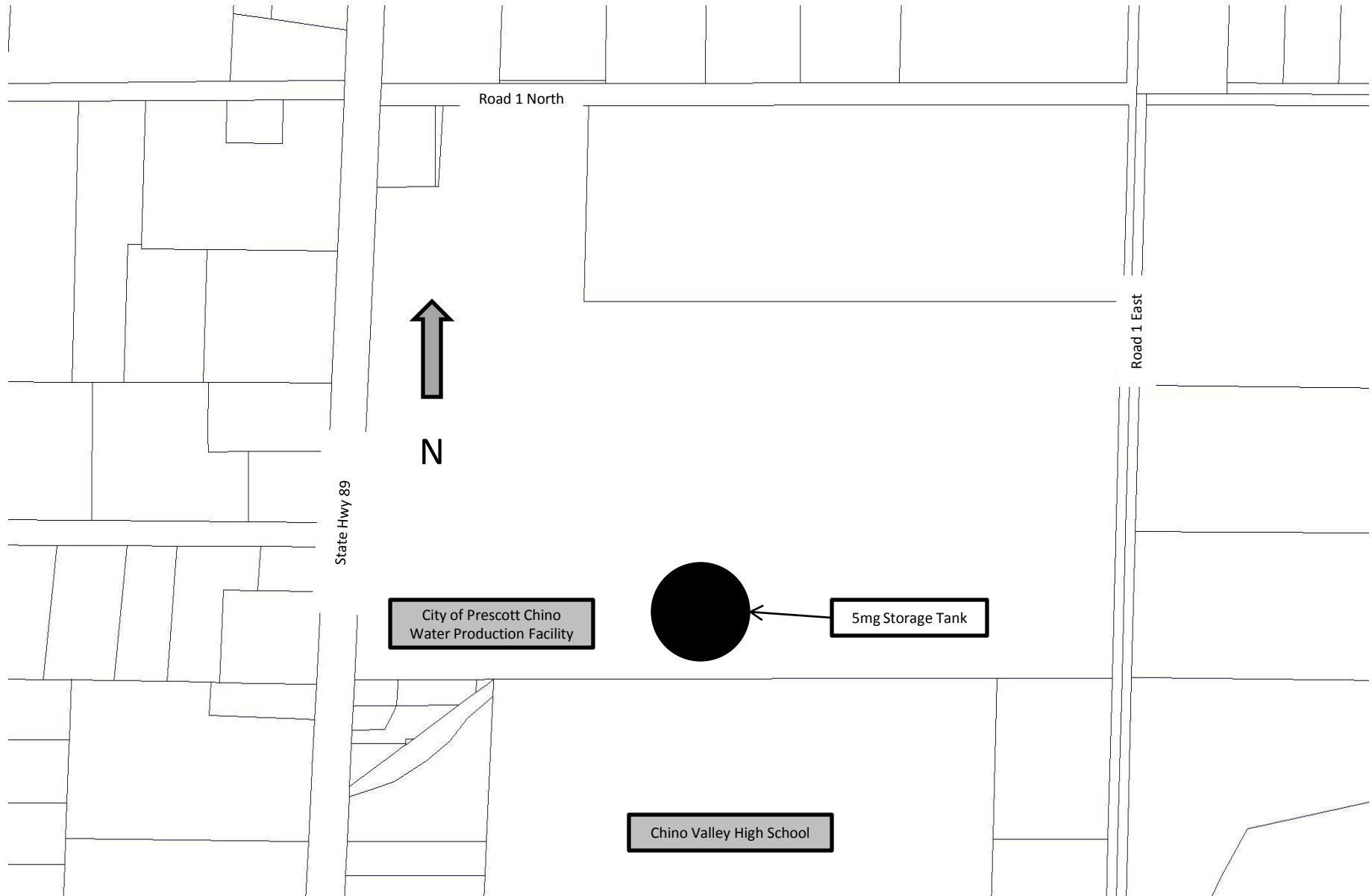
This FY15 budget project is funded from the Water Fund.

Attachments

1. Location Map – Chino Valley Water Production Facility
2. Reconfiguration Schematic

Recommended Action: **MOVE** to award the bid and contract for the Chino Piping Reconfiguration – Water Compound Realignment Project to CNB Excavating, Inc., in the amount of \$231,800.00 (City Contract No. 2015-043).

EXHIBIT A - CHINO VALLEY WATER PRODUCTION FACILITY



RECONFIGURATION SCHEMATIC – CHINO VALLEY WATER PRODUCTION FACILITY

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Public Works

AGENDA ITEM: 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 No. IFB 14-36 pricing (City Contract No. 2015-039)

Approved By:

Date:

Director:	Henry Hash	09/12/2014
City Manager:	McConnell, Craig	09/15/2014

Item Summary

This item for approval of the purchase of water meters from Badger Meter, Inc., for inventory, utilizing a City of Glendale competitively-bid contract. This “cooperative use of contract” procurement is for various sizes (5/8” x 3/4” through 2”) used in the City of Prescott water system, that are available for purchase through the City of Glendale contract. The new meters are compliant with Safe Drinking Water Act Section 1417 as “lead free”.

Background

Increasing water customers/accounts and replacement of defective units necessitate the procurement of water meters for installation throughout the City’s service area. This purchase will provide City-standard meters to meet requests received by the Utilities Division. The quantities of meters required for new demand and inventory are as follows:

Meter Size	Quantity	Unit Cost	Extended Cost
5/8” x 3/4”	300	\$90.64	\$27,192.00
1”	200	\$145.70	\$29,140.00
2”	10	\$381.21	\$3,812.10
Tax 8.35%			\$5,022.00
Total			\$65,166.10

Installation of meters is performed by City personnel as necessary.

Financial Impact

Agenda Item: 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 No. IFB 14-36 pricing (City Contract No. 2015-039)

The City of Glendale awarded a contract to Badger Meter, Inc., Milwaukee, Wisconsin, on an “as-required” basis. The contract contains a cooperative use of contract by other agencies. Prescott has received confirmation from Glendale that the contract is effective and the vendor has been responsively fulfilling the terms and conditions.

Recommended Action: MOVE 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 of Prescott Contract No. 2015-039).

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Public Works

AGENDA ITEM: 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 \$700,000.00 in additional District funding for the Cliff Rose-Blackhawk Area Drainage Improvement Projects

Approved By:

Date:

Director:	Hash, Henry	08/29/2014
City Manager:	McConnell, Craig	09/08/2014

Item Summary

Adoption of this resolution will 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.

Background

In September 2011, the Yavapai County Board of Supervisors, in their capacity as the Flood Control District Board of Directors, approved an Intergovernmental Agreement (IGA) to fund \$890,000.00 for the Cliff Rose-Blackhawk Area Drainage Improvement Projects. Those funds were expended completing drainage work in the Cliff Rose neighborhood.

The Blackhawk project has been designed, and is scheduled for construction in FY15. Drainage improvements include construction of inlets, laterals, and an additional main line to increase capacity of the existing drainage system in order to reduce flooding and property impacts adjacent to S. Lakeview, Golden Bear, and Golden Hawk Drives. The drainage improvements are being coordinated with the construction of previously planned road reconstruction in the area.

Project Schedule

It is anticipated that a construction contract for this work will be brought to Council in December 2014 for award.

Agenda Item: Adoption of Resolution 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 \$700,000.00 in additional District funding for the Cliff Rose-Blackhawk Area Drainage Improvement Projects

Financial Impact

There are no fiscal impacts to the City in accepting this funding which is generated by property tax revenues collected by the District. There is no requirement for a City funding match.

Attachments

1. Resolution No. 4242-1451
2. Change Order No. 2
3. Project Area Map

Recommended Action: MOVE to adopt Resolution No. 4242-1451.

RESOLUTION NO. 4242-1451

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, TO APPROVE CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PRESCOTT AND THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT TO OBTAIN ADDITIONAL FUNDING FROM THE FLOOD CONTROL DISTRICT IN SUPPORT OF THE CLIFF ROSE-BLACKHAWK AREA DRAINAGE IMPROVEMENT PROJECTS.

RECITALS:

WHEREAS, the City of Prescott ("City") and the Yavapai County Flood Control District (the "District") entered into that certain Intergovernmental Agreement ("IGA") dated September 6, 2011, and recorded on October 25, 2011 at 2011-0055273, records of the Yavapai County Recorder, for the purpose of the District providing a financial contribution in the amount of \$890,000.00 to the City in support of the Cliff Rose-Blackhawk Area Drainage Improvement Projects (the "Drainage Projects"); and

WHEREAS, the District has offered a change order to IGA, which change order is attached hereto as Exhibit A and made a part hereof by this reference, for the City to receive \$700,000.00 in additional funding from the District for the Drainage Projects; and

WHEREAS, it is in the best interests of the City, and will serve the health, safety and welfare of the citizens of Prescott, to approve the proposed change order.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves Change Order No. 2 attached hereto as Exhibit A to receive an additional \$700,000.00 in funding for the Drainage Projects.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the change order between the City and the District and to take any and all steps deemed necessary to accomplish the above.

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

YAVAPAI COUNTY FLOOD CONTROL DISTRICT

1120 COMMERCE DRIVE
PRESCOTT, AZ 86305
928.771.3197 PHONE
928.771.3427 FAX



10 S. 6TH STREET
COTTONWOOD, AZ 86326
928.639.8151 PHONE
928.639.8118 FAX

LETTER OF TRANSMITTAL

TO: City of Prescott
201 South Cortez Street
Prescott, AZ. 86302

DATE: 08/05/14

ATTN: Henry Hash, Public Works Director

RE: Change Order for IGA

WE ARE SENDING YOU HEREWITH: (X) ORIGINALS () COPIES OF THE FOLLOWING

COPIES	DATE	DESCRIPTION
2	08/04/14	Change Order for Cliff Rose- Blackhawk Area Drainage Improvements
1		Cover Letter
1		Copy of original IGA

THESE ARE TRANSMITTED:

() FOR REVIEW (X) FOR APPROVAL () FOR RECORDATION (X) FOR YOUR USE

REMARKS: PLEASE SIGN AND RETURN 1 COPY OF THE CHANGE ORDER (EXTENTION) TO THE EXISTING IGA TO US AND KEEP THE OTHER COPY FOR YOUR RECORDS. THANK YOU!

RETURN TO:

YAVAPAI COUNTY FLOOD CONTROL DISTRICT
1120 COMMERCE DR.
PRESCOTT, AZ 86305
ATTN: CHRISTINA SANDOVAL

A handwritten signature in purple ink, reading "Christina Sandoval", is written over a horizontal line.

YAVAPAI COUNTY FLOOD CONTROL DISTRICT

1120 COMMERCE DRIVE
PRESCOTT, AZ 86305
928.771.3197 PHONE
928.771.3427 FAX



10 S. 6TH STREET
COTTONWOOD, AZ 86326
928.639.8151 PHONE
928.639.8118 FAX

August 5, 2014

Henry Hash
Public Works Director
City of Prescott
201 South Cortez Street
Prescott, AZ 86302

Re: City of Prescott, Flood Control District Project Funding for Fiscal Year 2014/15

Dear Henry:

This letter is being written to confirm funding availability for an Intergovernmental Agreement (IGA) between the Yavapai County Flood Control District and the City of Prescott for fiscal year 2014/15. On August 4th, 2014, the District Board of Directors approved the below IGA with the listed funding amount.

The funded project (Cliff Rose-Blackhawk Area Drainage Improvements Project) is simply a change order to the existing recorded IGA that will likely just need signature and confirmation of the funding by the Mayor or his representative. If you would like to put the change order before your City Council for formal approval, that is perfectly acceptable to the Flood Control District as well, but I do need a signed copy returned to me for our records. To summarize, the following project has funding provided to the City of Prescott via a Change Order to an existing IGA, totaling \$700,000 for FY 14/15:

<u>Cliff Rose-Blackhawk Area Drainage Improvements Project -</u>	<u>\$700,000 funding</u>
TOTAL (FY 2014/15):	\$700,000

If you have any questions about the above matters, please do not hesitate to call or email.

Sincerely,

YAVAPAI COUNTY FLOOD CONTROL DISTRICT

A handwritten signature in blue ink that reads "Daniel A. Cherry".

Dan Cherry, P.E., CFM
District Director
Yavapai County Flood Control District
(928) 771-3197

YAVAPAI COUNTY FLOOD CONTROL DISTRICT

W W W . Y C F L O O D . C O M

1120 COMMERCE DRIVE
PRESCOTT, AZ 86305
928.771.3197 PHONE
928.771.3427 FAX



10 S. 6TH STREET
COTTONWOOD, AZ 86326
928.639.8151 PHONE
928.639.8118 FAX

CHANGE ORDER INTERGOVERNMENTAL AGREEMENT FISCAL YEAR 2014/15

PROJECT: Cliff Rose-Blackhawk Area Drainage Improvements

FCD Project#: FC0053

Date of Original Intergovernmental Agreement (IGA): September 6, 2011

OWNER: Yavapai County Flood Control District Change Order No. 2

COMMUNITY: City of Prescott Change Order Date: 8/4/14

The following changes shall be made to this Contract:

The Project added to this Contract is	<u>Continuation of Proj.</u>
The original IGA Contract Sum was	<u>\$ 890,000.00</u>
Net change by previous Change Orders (+ or -)	<u>\$ 200,000.00 (FY12/13)</u>
IGA Funds spent to date (through end FY 13/14)	<u>\$ 967,200.00</u>
IGA Funds remaining at end of FY 13/14	<u>\$ 122,800.00</u>
The Contract IGA Sum will be changed by	<u>\$ 577,200.00</u>
Contract IGA Sum for FY 2014/15	<u>\$ 700,000.00</u>

The term of this agreement will be extended to June 30th, 2015, and may be renewed for additional one year terms, until the completion of identified drainage improvements.

Comments: The original Cliff Rose-Blackhawk DI Project IGA was originally approved for \$890,000 for FY 11/12 and was fully billed out that year for improvements in the Cliff Rose area. A subsequent change order to provide additional funding of \$200,000 for civil design of Blackhawk area improvements in FY12/13 (P.O.# 054997) resulted in expenditures of \$77,200 of the encumbered funding. The remainder (\$122,800) was not carried forward to the FY13/14 budget and the P.O. was closed. The City of Prescott is proposing construction of the Blackhawk area drainage improvements in FY 14/15 and has requested \$700,000 be provided for that single project. The City of Prescott is expected to complete this project during FY 14/15.

Yavapai County Flood Control District
1120 Commerce Dr.
Prescott, AZ 86305

City of Prescott
ATTN: MARLIN KUYKENDALL, MAYOR
201 South Cortez Street
Prescott, AZ 86302

By: *Dir. A. Ch...*

By: _____

Date: August 5, 2014

Date: _____

YAVAPAI COUNTY FLOOD CONTROL DISTRICT

W W W . Y C F L O O D . C O M

1120 COMMERCE DRIVE
PRESCOTT, AZ 86305
928.771.3197 PHONE
928.771.3427 FAX



10 S. 6TH STREET
COTTONWOOD, AZ 86326
928.639.8151 PHONE
928.639.8118 FAX

CHANGE ORDER INTERGOVERNMENTAL AGREEMENT FISCAL YEAR 2014/15

PROJECT: Cliff Rose-Blackhawk Area Drainage Improvements

FCD Project#: FC0053

Date of Original Intergovernmental Agreement (IGA): September 6, 2011

OWNER: Yavapai County Flood Control District

Change Order No. 2

COMMUNITY: City of Prescott

Change Order Date: 8/4/14

The following changes shall be made to this Contract:

The Project added to this Contract is

Continuation of Proj.

The original IGA Contract Sum was

\$ 890,000.00

Net change by previous Change Orders (+ or -)

\$ 200,000.00 (FY12/13)

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IGA Funds remaining at end of FY 13/14

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Yavapai County Flood Control District
1120 Commerce Dr.
Prescott, AZ 86305

City of Prescott
ATTN: MARLIN KUYKENDALL, MAYOR
201 South Cortez Street
Prescott, AZ 86302

By: _____

Date: _____

By: _____

Date: _____



When recorded in the Office of the
Yavapai County Recorder, return to:

B: 4841 P: 223 10/25/2011 08:47:00 AM INAG
Ana Wayman-Trujillo
OFFICIAL RECORDS OF YAVAPAI COUNTY \$0.00
YAVAPAI CO FLOOD CONTROL 2011-0055273

Yavapai County Flood Control District
500 S. Marina St.
Prescott, AZ 86303

B: 4841 P: 223 10/25/2011 08:47:00 AM INAG
\$0.00 Page: 1 of 4 2011-0055273



INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made this 6th day of September 2011, by and between the YAVAPAI COUNTY FLOOD CONTROL DISTRICT, a special district legally created in the State of Arizona (hereinafter called "District") and the City of Prescott, a municipal corporation of the State of Arizona, (hereinafter call "City") for a period commencing, July 1, 2011, and extending through completion of the named project.

This agreement provides for financial contribution from the District to the City in support of the Cliff Rose-Blackhawk Area Drainage Improvement Projects. This agreement is funded in an amount not to exceed \$890,000 for Fiscal Year 2011/2012. Funding contributions for the project in future fiscal years will be dependant on project progress and funding availability. Funding for future Fiscal Years must be requested in writing and will be at the discretion of the Board of Directors of the Yavapai County Flood Control District. All design, engineering, bidding, contracts, inspection and project management shall be the sole responsibility of the City. The District's involvement in the project is limited to financial contribution as approved by the Board of Directors.

WITNESSETH:

WHEREAS, the District and the City have the authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes, Section 11-952, Section 48-3603(9) and Section 9-240(5); and,

WHEREAS, the City lies within the legal boundaries of the District (Yavapai County); and,

WHEREAS, property owners within the corporate limits of the City pay ad valorem taxes to support the District; and,

WHEREAS, the City has experienced storm water control and flooding problems for a number of years in various locations; and,

WHEREAS, the District is authorized to expend funds for flood control projects (including storm water control) and has approved and budgeted amounts necessary to provide funding assistance for flood mitigation work.

NOW, THEREFORE, IT IS AGREED as follows:

PURPOSE

1. The purpose of this Agreement is to authorize the Flood Control District to pay and contribute to the City funds in support of the City's Cliff Rose-Blackhawk Area Drainage Improvement Projects. Funding for Fiscal Year 2011-2012 shall not exceed Eight Hundred Ninety Thousand Dollars (\$890,000.00). Funding contributions for the project

in future fiscal years will be dependant on project progress and funding availability and will be at the discretion of the Board of Directors of the Yavapai County Flood Control District. The District shall make said contributions to the City in partial payments based upon periodic invoices from the City. Invoices shall be provided to the District for review prior to reimbursement. The District agrees to pay said invoices monthly or upon an alternate schedule as agreed to between the City and District.

2. The City shall use said District funds exclusively for reimbursement of approved costs associated with the project described above.
3. The City shall be responsible for the administration, right-of-way acquisition, design, construction, inspection and materials necessary to complete the project.

DURATION

The term of this Agreement is for the entire period of construction of the Cliff Rose-Blackhawk Area Drainage Improvement Projects. This Agreement is subject to cancellation pursuant to ARS §38-511.

RENEWAL

The Parties may, upon mutual written consent, extend this agreement as necessary to carry out its purposes. Upon a written request from the City, the Board of Directors of the District may provide additional funding for this agreement in future Fiscal Years if the project is not completed within Fiscal Year 2011/2012.

SEVERABILITY

The parties agree that if any part or parts of this Intergovernmental Agreement are held to be void or unenforceable by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matters herein, and it may be amended, modified, or waived only by an instrument in writing signed by both parties.

CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to ARS §38-511.

INDEMNIFICATION

The City and the Flood Control District each agree to hold the other party harmless and indemnify the other for any loss, liability, or damages arising from any action, omission, or negligence of each party's employees, officers, or agents, regarding the performance of this Intergovernmental Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

CITY OF PRESCOTT

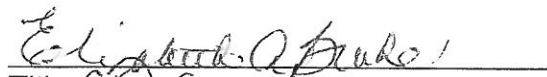
YAVAPAI COUNTY FLOOD
CONTROL DISTRICT


Marlin Kuykendall, Mayor


Carol Springer, Chairman
Yavapai County Flood Control District
Board of Directors

ATTEST:

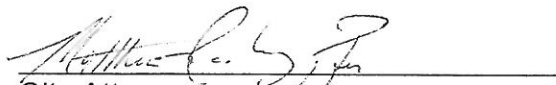
ATTEST:

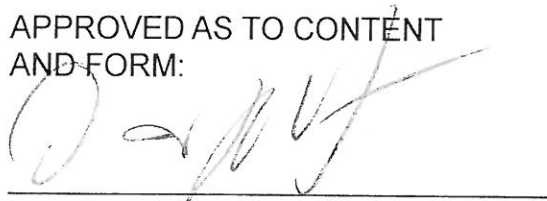

Title: City Clerk
City of Prescott


Julie Ayers, Clerk of the Board
Yavapai County Flood Control District

APPROVED AS TO CONTENT
AND FORM:

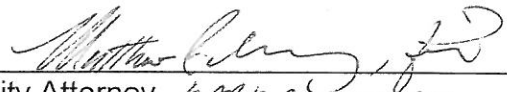
APPROVED AS TO CONTENT
AND FORM:


City Attorney
G. H. D. R. H. D., Esq.
MATTHEW PODRASKY, Esq.


Deputy County Attorney

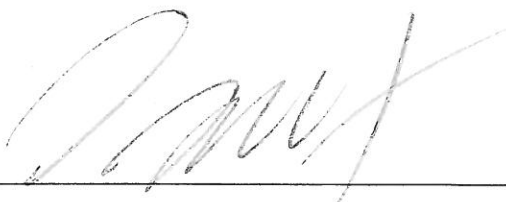
INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding contributions for flood mitigation work performed by the City has been reviewed by the undersigned city attorney who has determined that said Agreement is in appropriate form and is within the powers and authority of the City of Prescott.



City Attorney *Matthew O. Podany, Esq.*
Matthew Podany, Esq.
Date: 10/11/11

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding contributions for flood mitigation work performed by the City has been reviewed by the undersigned attorney who has determined that said Agreement is in appropriate form and is within the powers and authority of the Yavapai County Flood Control District.

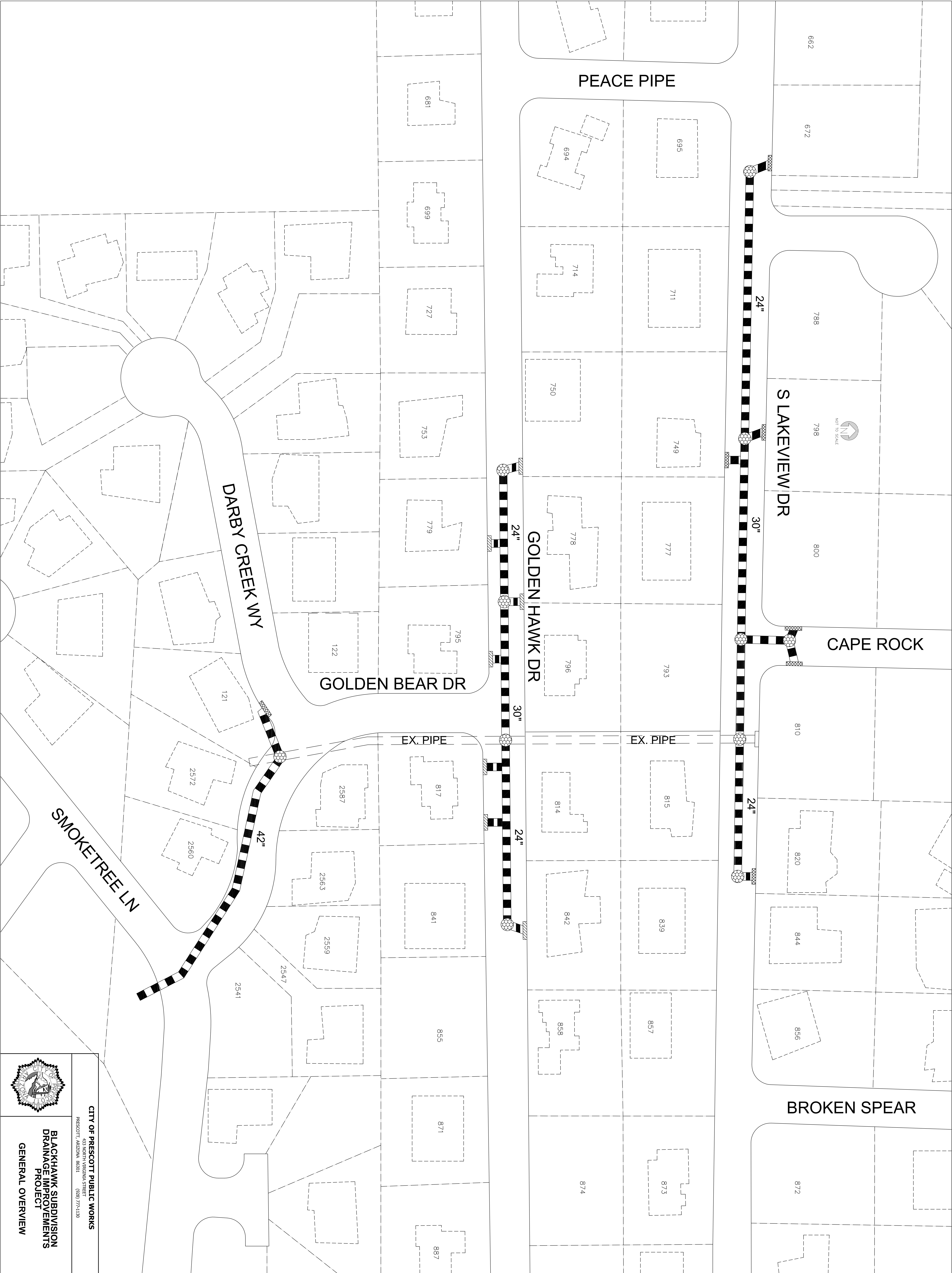


Deputy County Attorney

Date: 10/20/11

BLACKHAWK SUBDIVISION DRAINAGE IMPROVEMENTS PROJECT

GENERAL OVERVIEW



MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Airport

AGENDA ITEM: Approval of: (1) acceptance of an Arizona Department of Transportation 90 percent 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)

Approved By:

Date:

Economic Initiatives Director:	Burt, Jeff	09/03/2014
City Manager:	McConnell, Craig	09/09/2014

Item Summary

Approval to accept an ADOT grant for design of the relocation of the airfield electrical vault, upgrading the emergency generator, installation of lighting for Taxiway E and replacement of the segmented circle (a visual indicator system for pilots to provide air traffic pattern information). The design work will be done by Dibble Engineering under City Contract No. 2014-029A3 for Airport Design and Engineering Services approved by City Council on September 24, 2013.

Background

This project has 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, has exceeded its useful life and become obsolete or difficult to maintain. The location of the vault also conflicts with future growth of tenant facilities. A secondary vault was installed at the location of the new primary electrical vault approximately six years ago to house the additional electrical infrastructure required to support improvements; however, funds were not available to relocate the primary vault at that time.

Edge lighting does not exist on Taxiway E, as required by the FAA. The grant includes this new lighting, and the infrastructure in the new vault to support it. Finally, during the airport's annual FAA Certification Inspection, the segmented circle was found not in compliance with FAA standards; therefore, this has also been included in the project.

Agenda Item: Approval of (1) acceptance of an Arizona Department of Transportation 90 percent 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)

ADOT will fund 90% of the design phase costs; the 10% balance has been approved in the City's adopted FY15 Airport Fund budget. The FAA has agreed to fund up to 95% of the construction costs currently estimated at \$3,600,000.00. ADOT anticipates funding 2.5% of the construction in FY16, at which time the City will also be required to contribute 2.5% (\$90,000.00) from the Airport Fund. It is anticipated the construction phase be publicly bid in June 2014.

Financial Impact

As mentioned, ADOT will reimburse the City of Prescott 90% of the design costs up to \$270,000.00, with the City's Airport Fund contributing the remaining 10% (\$30,000.00), sufficient for this Authorization of Services No. 3 in the amount of \$290,797.00

Attachments

1. ADOT Grant No. E5S1I
2. Authorization of Services No .3 – Dibble

Recommended Action (one motion): **MOVE to (1)** 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.



Multimodal Planning

Janice K. Brewer, Governor
John S. Halikowski, Director
Scott Omer, Division Director

Received

AUG 19 2014

Prescott
Municipal Airport

August 20, 2014

John E. Cox, CM., CAE
Airport Manager
6546 Crystal Lane
Prescott, Arizona 86301

Re: Airport Development Reimbursable Grant Agreement
Ernest A. Love Field
ADOT Grant E5S1I

Dear Mr. Cox:

On July 11, 2014 the State Transportation Board approved Arizona Department of Transportation (ADOT) grant number E5S1I for \$270,000 for Fiscal Year 2014 funding. This state grant is for the following project: 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

Enclosed are two Airport Development Reimbursable Grant Agreements including Exhibits A through C. Please fill out the forms in their entirety including appropriate dates, cost details, committed local funds, and identification of the person authorized to receive grant funds. Please **DO NOT DATE** the agreement in Part One on page one. Remember to include an ALP-based drawing clearly depicting the project location and scope. Both completed and signed Agreements must be returned to ADOT no later than four (4) months from the date of this letter.

It is the Sponsor's responsibility to understand and abide by the requirements of the Grant Agreement. Please reference the ADOT grant number, as well as the Federal Aviation Administration's AIP number if applicable, on all correspondence and/or documents related to this project.

Please send ADOT a copy of your General Services Agreement (or other contract for professional services) including the scope of work or task order for this project. A grant process checklist has been included to help track all required submittals and coordination with ADOT throughout the life of the grant.

If you have any questions, please contact Jennifer Grunest at JGrunest@azdot.gov or (602) 712-8173.

Sincerely,

Michael Klein, A.A.E.
Aeronautics Group Manager

**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 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* (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 **\$Two Hundred Seventy Thousand (\$270,000)**
- 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 _____ dollars (\$_____), 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:

(Enter local funding type and location)

- 3) The Sponsor hereby designates _____, _____
Name Title
to receive payments representing the State's share of project costs.

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

STATE:

State of Arizona
Multimodal Planning Division

SPONSOR:

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

By: _____
Title: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

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 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

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Construction Engineering	\$	\$	\$	\$
Sponsor Administration**	\$	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Total Project Costs	\$	\$	\$	\$

*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: \$ 270,000

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
2018	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$
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					
Conduct 30% Design Review/Approval					
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval					
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval					
Issue Invitation for Bids					
Submit Bid Tab for State Review/Approval					
Award Construction Contract/Submit to the State					
Construction Phase					
Pre-Construction Meeting					
Issue NTP – Begin Construction					
Final Inspection					
Submit As-Builts & Final Documentation					
Submit Final Reimbursement Request and Sponsor Closeout Letter					

* 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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August 5, 2014 (revision 3)

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. 3
City of Prescott Contract 2014-029A1
Engineering and Design Phase Services
New Relocated Electrical Vault and Emergency Generator, Taxiway E Lighting and Signage, & New Segmented Circle with Lighted Wind Cone

We appreciate the opportunity to provide engineering and design phase services to the City of Prescott and the airport for the *New Relocated Electrical Vault and Emergency Generator, Taxiway E Lighting and Signage, & New Segmented Circle with Lighted Wind Cone* project. Dibble Engineering will utilize Prescott-area subconsultant *Civiltec Engineering* for topographical surveying and base map preparation; Prescott-area subconsultant *ETC* for geotechnical investigations and pavement design; *DWL* for architectural, structural, and mechanical services; and *CR Engineers* for electrical engineering and airfield lighting design.

Dibble Engineering proposes to provide all engineering and design phase services for the *Electrical Vault and Emergency Generator, Taxiway E Lighting and Signage, & New Segmented Circle with Lighted Wind Cone* project for a total fee of \$290,797.00. This total fee consists of the following services:

A. Design Phase Services:

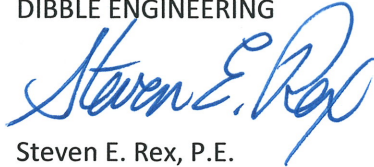
1. Dibble Engineering..... Civil.....	\$70,599.00
2. Dibble Engineering..... Expenses.....	\$3,150.00
3. Civiltec Engineering..... Survey and Base Mapping.....	\$10,059.00
4. Civiltec Engineering..... (Add'l Survey Allowance).....	\$2,500.00
5. ETC..... Geotechnical.....	\$2,645.00
6. CR Engineers..... Electrical.....	\$167,132.00
7. DWL..... Architect/Structural/Mechanical.....	\$31,212.00
8. Grady's Excavating..... Underground Utility Allowance.....	\$3,500.00

With inclusion of Civiltec Engineering and ETC, we are providing Prescott-area partners a participation benefit of 6.4%; and with CR Engineers we are providing an engineering DBE benefit of approximately 57.5%.

Transmitted herewith are our proposed Scopes of Work (Dibble and subconsultants), Fee Summaries, Derivation of Fee Proposal Summaries, Estimated Man-hour breakdowns, Estimated Allowance for Direct Costs worksheet, Scope Exhibits, Estimated Construction Costs for ACIP Planning, and a 5-month Design Schedule.

We have greatly appreciated working with the City of Prescott and the airport and are excited to continue to assist on planning and design projects. If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,
DIBBLE ENGINEERING

A handwritten signature in blue ink, reading "Steven E. Rex".

Steven E. Rex, P.E.
COO

A handwritten signature in blue ink, reading "Jared Bass".

Jared Bass, P.E.
Project Engineer

Enclosures
CC: MC Tennant

New Relocated Electrical Vault and Emergency Generator, Taxiway E Lighting and Signage, & New Segmented Circle with Lighted Wind Cone

Prescott Municipal Airport, Ernest A. Love Field
Prescott, Arizona

Dibble Engineering (Dibble), in conjunction with its subconsultants, shall prepare engineering, studies, designs, plans, special provisions, specifications, quantities, and probable construction costs for the *New Relocated Electrical Vault and Emergency Generator, Taxiway E Lighting and Signage, & New Segmented Circle with Lighted Wind Cone* project at the Prescott Municipal Airport. It is our understanding that Bid Phase Services will be provided under a separate contract.

New Relocated Electrical Vault and Emergency Generator: The existing electrical vault and generator have reached the end of their useful service lives and require replacement. Furthermore, the airport has designated a new location that would be more beneficial for the current and future development and electrical operations at the airport. Dibble will work with both CR Engineers and DWL Architects in the design of a new vault and emergency generator. The new approximate 1,400 Square Foot (SF) electric lighting vault will be designed to include the equipment required to power and control the existing electrical infrastructure as well as the equipment that will be required in future electrical projects identified in the Airport Master Plan (revised draft 2013). The new electrical vault will also include an approximate 80 SF control room.

Taxiway E Lighting and Signage: The existing Taxiway E does not currently have edge lighting and lighted signage. The FAA submitted a letter to the City of Prescott, (as a follow-up to a April 15, 2009 Inspection Letter of Certification from Patrick Lammerding), stating that any taxiway parallel to a runway used for air carrier services is required to have edge lighting and lighted signage according to current FAA regulations and standards (FAA AC 150/5340-30G). Dibble Engineering and CR Engineers will provide design for a new Medium Intensity Taxiway Edge Lighting (MITL) and lighted signage system. The taxiway lighting system design will include at a minimum, new LED taxiway edge lights, isolation transformers, 5KV cable, and new lighted airfield signage.

Segmented Circle and Lighted Wind Cone: The FAA issued a Letter of Correction on May 30, 2014 in which the existing Segmented Circle was identified to be out of compliance with regard to the existing grading and configuration for the existing aircraft traffic patterns. Furthermore, the existing lighted wind cone has reached the end of its useful service life and requires replacement. Dibble Engineering and CR Engineers will design a new Segmented Circle and Lighted Wind Cone that is appropriate for the airport category and meets current FAA standards.

For a more detailed and itemized breakdown of scope of work for the electrical design elements, reference the Scope of Work provided by CR Engineers.

A. Data Collection (Civiltec Engineering)

For a more detailed and itemized breakdown of scope of work for the survey and base map preparation, reference the Scope of Work provided by Civiltec Engineering.

New Relocated Vault and Emergency Generator, Taxiway "E" Lighting and Signage, and New Segmented Circle with Lighted Wind Cone

1. Record Information: Gather and review all available as-built drawings, utility drawings, design drawings, studies, reports and City of Prescott utility files relevant to the project.
2. Topographical Survey & Base Mapping: Conduct a ground-based topographical survey of existing surface and subsurface facilities and conditions anticipated to be impacted by the project design.
3. Survey Control: Provide survey for the planned utility vault and generator. The survey will be based on existing PACS and SACS horizontal and vertical state plane coordinates and elevations, (based on NAVD88).
4. Base Map Preparation: Utilizing topographic surveys, existing photogrammetric mapping, utility designation/potholing, and record drawings, coordinate AutoCAD Civil3D electronic base maps for design.
5. Additional Electrical Site Survey (Contingent Allowance): If determined to be necessary during design and upon prior approval of the City of Prescott, this Allowance item will allow Civiltec to perform additional survey for required control for the design and construction of new electrical infrastructure, (i.e. additional grading and drainage and electrical infrastructure).
6. Underground Utility Locating: During the course of the design, utility locating may be required to investigate or determine potential conflicts. This item is a contingent, time-and-materials item and will only be performed with prior approval from the airport.

B. Geotechnical Investigation and Report (ETC)

For a more detailed and itemized breakdown of scope of work for the geotechnical elements, reference the Scope of Work provided by ETC Engineering and Testing Consultants, Inc.

1. Field Investigation: Provide field investigations within the proposed site for the new electrical generator and vault area to provide geotechnical and foundation design. Preparatory work will include coordinating access requirements; reviewing available geotechnical information for adjacent pavements; conducting site reconnaissance of existing conditions; and obtaining Blue-Stake utility clearances for field borings. Approximately (2) subgrade borings will be taken to a depth of approximately 10 feet.
2. Geotechnical Report: Analyze the data obtained from field and laboratory testing and prepare a Draft and Final Report presenting all data obtained, including individual Log of Test Borings, Tabulation of Test Data and recommendations including the following:
 - a. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
 - b. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
 - c. Foundation design for the anticipated vault and emergency generator.

- d. Suitability of site soils for use as compacted fill and preferred earthwork methods.

C. Civil Design Elements (Dibble Engineering)

Working in conjunction with PRC staff, Dibble will prepare a construction staging, storage and access plan delineating approved access routes to/from the work zones and construction limits. In order to maximize the safety of aircraft operations during construction, detailed phasing of airfield construction within runway/taxiway safety areas and runway safety/approach areas will be evaluated. The phasing plans will address these items in addition to aircraft movements, clear zones, construction work areas, runway and taxiway closure sequences and durations. All phasing concepts and alternatives will be reviewed with PRC staff before development of the final recommended phasing plans and incorporation into the project plans.

In addition to the information provided above, Dibble Engineering, in conjunction with subconsultants, will provide the following services:

- Assist in the site location of the new electrical vault and emergency generator to ensure operational ease of access and maintenance.
- Prepare the site plans for the new electrical vault, emergency generator, and segmented circle and lighted wind cone.
- Coordinate site grading, drainage and new utility services.
- Evaluate the selected running lines for new conduit runs and ensure efficient usage of underground conduit alignments while considering existing and future infrastructure and potential conflicts.
- Evaluate and locate existing electric facilities that will be intercepted and connected to this new lighting system.
- Prepare plans and specifications to remove the existing electrical vault and generator following all local, state, and federal requirements.

D. Environmental Services (Dibble Engineering)

In accordance with Storm Water Pollution Prevention Best Management Practices. Dibble will prepare a draft Storm Water Pollution Prevention Plan (SWPPP) for the project, including required submittal documentation in the specifications, temporary erosion control plan templates, and Best Management Practices details for controlling stormwater pollution during construction activities. The SWPPP will be finalized by the Contractor prior to construction.

Dibble Engineering will also develop and submit on behalf of the City of Prescott a basic Federal Categorical Exclusion in accordance with FAA Order 1050.1E. See Section F.1 (on the next page) for additional information.

E. Federal Documents

Although this design project is not funded by the FAA, the construction of this project will be eligible for Federal, State, and Local funding. Therefore, Dibble Engineering will prepare and submit

***New Relocated Vault and Emergency Generator, Taxiway "E" Lighting and Signage,
and New Segmented Circle with Lighted Wind Cone***

a Site Plan (7460-1) and a Construction Safety and Phasing Plan to the FAA OE/AAA website for aeronautical review in a format required by the FAA.

Dibble Engineering will also prepare the construction grant application in accordance with FAA for SF 424 (Part A and B) as required for this project.

F. Project Deliverables

1. Categorical Exclusion: The FAA has acknowledged to the airport that they intend to fund the construction of the *New Relocated Electrical Vault and Emergency Generator, Taxiway E Lighting and Signage, & New Segmented Circle with Lighted Wind Cone* project. Therefore, this project must comply with federal environmental action criteria in accordance with FAA Order 1050.1E. Dibble Engineering will develop and submit on behalf of the City of Prescott a basic Federal Categorical Exclusion request in accordance with FAA Order 1050.1E as soon as the Notice to Proceed with the design is issued by the City of Prescott.
2. Contract Documents: Prepare the bid ready contract documents based on the template provided to PRC for previous projects for the review and approval of the City of Prescott. Once the City has approved the proposed contract documents, Dibble will assist the City in final preparation for bidding purposes.
3. Technical Specifications: Prepare Technical Specifications based on current FAA Advisory Circular standards and requirements for all elements of the work. State and local specifications may also be used where appropriate and acceptable by the FAA/ADOT.
4. Construction Plans: Prepare and coordinate all the construction plans for the work identified within this scope of work, meeting the requirements of the current FAA Advisory Circular standards. All construction plans will be created using AutoCAD, Civil3D, 2013.
5. FAA Engineer's Report: Over the course of the project, Dibble Engineering will develop and submit Engineer's Design reports, including a general project scope, identification of AIP-eligible components, documentation of design standards used, presentation of operational safety measures including construction phasing and airport facility closures; geotechnical evaluations, pavement design (if necessary), drainage design, pavement marking designs, lighting and signage design and criteria, estimated construction costs, and identification of any modifications to standards.
6. Construction Safety and Phasing Plan (CSPP): Prepare a FAA Construction Safety and Phasing Plan (CSPP) incorporating PRC general and project-specific phasing, detouring, and safety requirements. The CSPP will be prepared in accordance with the latest version and outline provided in FAA AC 150/5370-2F.
7. Construction 7460 Submittals: Prepare the FAA Form 7460 "Notice of Proposed Construction or Alteration" identifying specific locations, durations, and heights of proposed equipment if necessary for the geotechnical investigations and construction of the project improvements. 7460's will be submitted to the FAA via the OE/AAA aeronautical review website.

G. Design Meetings, Coordination, and Site Visits

1. Project Meetings: Dibble's key staff will be available, along with selected subconsultant staff as necessary, for a "design kick-off" and periodic progress meetings with PRC, estimated at a minimum of once per submittal. In addition, "special" on-demand meetings may be required such as ADOT reviews. The estimated total number of design coordination meetings is five (5).
2. Project Coordination: The Engineer will provide management of and coordination of the design team, and will provide coordination between design team members, PRC/COP, and other interested stakeholders as necessary.
3. Site Visits: In addition to the project submittal meetings, Dibble and CR will perform a "plans-in-hand" site visit after the 30% submittal and prior to the final 100% submittal, (a total of two field site visits).

H. Submittal Schedule

1. The anticipated submittal schedule will include:
 - a. 30% Submittal: 30% plans, draft engineer's report, 30% quantities and probable construction costs, and FAA CATEX (as identified herein).
 - b. 70% Submittal: 70% plans, draft contract documents and technical specifications, draft construction safety and phasing plan, and 70% quantities and probable construction costs.
 - c. 100% Pre-Final Submittal (ADOT/PRC/COP Final Review): 100% pre-final plans, pre-final contract documents and technical specifications, 100% quantities and probable construction costs, and final construction safety and phasing plan.
 - d. 100% Bid Submittal: 100% sealed bid-ready plans, contract documents, and technical specifications, 100% quantities and probable construction costs, and final engineer's report.

I. Bid Phase Services

Bid Phase Services: Engineering services during the bid phase shall include the following: attending the Pre-Bid meeting, responding to contractor questions, issuing addenda to the contract documents, preparation of bid tabulations, and assisting PRC/City of Prescott staff as necessary in evaluation of bids, including making a recommendation for construction contractor and assistance in preparation of based-on-bid grant documentation.

J. Miscellaneous

1. This proposal is based on an estimated six-month schedule for design (see attached).
2. All plans are to be prepared in AutoCAD Civil3D 2013.
3. Design Quality Control/Quality Assurance: Dibble will perform quality control reviews of their own work prior to each submittal utilizing standard checking processes plus separate review of project documents by a senior Airport Engineer. Each subconsultant will be responsible for

their own Quality Assurance/Quality Control program; however, Dibble will review all project documents for coordination of design elements. An additional review will be performed by the Quality Control Manager prior to the 30% and 100% submittals.

4. Dibble will make monthly "Design and Progress Reports", including invoicing, to the City of Prescott in a format acceptable to the City.
5. Each submittal will consist of the following deliverables:
 - a. (1) copy 24x36 construction plans
 - b. (2) copies 11x17 construction plans
 - c. (1) copy of the Engineer's Report (at the 30% and 100% Final Submittal Levels)
 - d. (1) copy of the Contract Documents and Technical Specifications (at the 70%, 100% Pre-Final, and 100% Final Submittal Levels)
 - e. (1) copy of the CSPP (70% and 100% Pre-Final Submittal Levels)
 - f. (1) CD-ROM that contains the electronic versions of the submittal documents in Adobe PDF format and AutoCAD Civil3D (2013) format (at the 100% Final Submittal)

K. Exclusions

1. Bid Phase Services.
2. Landscape, Irrigation, and Environmental Design Services.
3. Limited or Full Time Construction Administration services.
4. Environmental assessments or other significant environmental studies other than the SWPPP and CATEX request.

Firm: Dibble Engineering

On-Call Engineering

Project: New Vault and Generator, TW E Lighting and Signage

New Segmented Circle and Lighted Wind Cone

Prescott Municipal Airport

Date: 08/05/14



Contract Number: 2014-029A1

City of Prescott Number: 2014-029PR03

Task Number: 3

Revision Number: 3

FAA Number: NA

ADOT Number: TBD

Summary

Dibble

Subconsultants

A. Design Phase Services

	Fee	Type	
1 Dibble Base Fee.....	\$70,599.00	Lump Sum	\$70,599.00
2 Dibble Expenses.....	\$3,150.00	T&M	\$3,150.00
3 Topographical Survey & Base Mapping (Civiltec Engineering).....	\$10,059.00	Lump Sum	\$10,059.00
4 Add'l Topographical Survey & Base Mapping (Civiltec Engineering).....	\$2,500.00	Allowance	\$2,500.00
5 Geotechnical Investigation and Lab Work (ETC).....	\$2,645.00	Lump Sum	\$2,645.00
6 Airfield Electrical Engineering (CR Engineers).....	\$167,132.00	Lump Sum	\$167,132.00
7 Architectural/Structural/Mechanical (DWL).....	\$31,212.00	Lump Sum	\$31,212.00
8 Underground Utility Locating (Grady's Excavating).....	\$3,500.00	Allowance	\$3,500.00

Design Phase Subtotal	\$290,797.00	\$73,749.00	\$213,548.00
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Total Fee

Dibble

Subconsultants

Project Total	\$290,797.00	\$73,749.00	\$213,548.00
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Prescott Area Participation
DBE Participation

6.4%
57.5%

Firm:	Dibble Engineering	Contract Number: 2014-029A1
	On-Call Engineering	City of Prescott Number: 2014-029PR03
PROJECT:	New Vault and Generator, TW E Lighting and Signage	Task Number: 3
	New Segmented Circle and Lighted Wind Cone	Revision Number: 3
	Prescott Municipal Airport	FAA Number: NA
DATE:	8/5/2014	ADOT Number: TBD

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE - DESIGN PHASE SERVICES

Classification	Manhours	Direct Labor Rate	Labor Costs	
1 Project Principal	0	\$64.90	\$0.00	
2 Senior Project Manager	28	\$50.96	\$1,426.88	
3 Project Manager	178	\$47.11	\$8,385.58	
4 Senior Project Engineer	0	\$41.35	\$0.00	
5 Project Engineer	218	\$38.27	\$8,342.86	
6 Designer	82	\$28.85	\$2,365.70	
7 Assistant Engineer	90	\$26.00	\$2,340.00	
8 CAD Technician	0	\$26.00	\$0.00	
9 Admin Assistant	20	\$19.00	\$380.00	

Total	616 hrs
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a. Total Labor.....	\$23,241.02
b. Overhead at..... 176.15%	\$40,939.06
c. Subtotal Labor + Overhead.....	\$64,180.08
d. Net Fee..... 10% of c.	\$6,418.01
e. Total Basic Fee..... (c + d) (rounded)	\$70,599.00

ALLOWANCE FOR DIRECT COSTS - DIBBLE

(Listed by Item at Actual Cost - NO MARKUP)

Item	Cost	
1 Submittal Printing (Dibble).....	\$2,220.00	T&M
2 Mileage (Dibble).....	\$930.00	T&M
f. Sub-Total Allowances for Direct Costs.....	\$3,150.00	

ADDITIONAL COSTS, OUTSIDE SERVICES & SUBCONSULTANTS

(Listed by Item at Actual Cost - NO MARKUP)

Firm	Cost	Method of Compensation
1 Topographical Survey & Base Mapping (Civiltec Engineering).....	\$10,059.00	Lump Sum
2 Add'l Topographical Survey & Base Mapping (Civiltec Engineering).....	\$2,500.00	Contingent Allowance
3 Geotechnical Investigation and Lab Work (ETC).....	\$2,645.00	Lump Sum
4 Airfield Electrical Engineering (CR Engineers).....	\$167,132.00	Lump Sum
5 Architectural/Structural/Mechanical (DWL).....	\$31,212.00	Lump Sum
6 Underground Utility Locating (Grady's Excavating).....	\$3,500.00	Contingent Allowance

g. Sub-Total Allowance for Add'l Costs:	\$217,048.00
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TOTAL FEE - DESIGN PHASE SERVICES

h. Total Estimated Cost to Consultant....(e. + f. + g.)	\$290,797.00
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Firm:	Dibble Engineering On-Call Engineering	Contract Number: 2014-029A1 City of Prescott Number: 2014-029PR03
PROJECT:	New Vault and Generator, TW E Lighting and Signage New Segmented Circle and Lighted Wind Cone	Task Number: 3 Revision Number: 3
DATE:	Prescott Municipal Airport 8/5/2014	FAA Number: NA ADOT Number: TBD

ESTIMATED MANHOURS - DESIGN PHASE SERVICES										
TASKS - DESIGN PHASE SERVICES	PROJECT PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGNER	ASSISTANT ENGINEER	CAD TECHNICIAN	ADMIN ASSISTANT	TOTAL HOURS
1 Project Management and Administrative Tasks										
1a Project Management & Administration		8	36		24					68
2 Project Start-Up										
2a Record Drawing Utility Research			2		4		4			10
2b Topographical Survey Coordination			2			2	2			6
2c Base Map Preparation			2		4	4				10
2d Design Kick-Off Meeting (1 Total)			6		6		6			18
3 30% Submittal										
3a 30% Plans		2	6		12	12	4		2	38
3b Draft Engineer's Report		2	4		12	4	6		2	30
3c FAA/ADOT CATEX			2		8	2	2			14
3d 30% Quantities and Cost Estimate			2		8	4	4			18
3e 30% ADOT and PRC Review Meeting (2 Total)			14		14					28
3f Plans-in-Hand Site Visit			8		8					16
3g Internal QA Project Review			16							16
4 70% Submittal										
4a 70% Plans		2	4		8	12	4		2	32
4b Draft Contract Docs and Tech Specs		2	4		12		6		2	26
4c 70% Quantities and Cost Estimate			2		6	2	4			14
4d 70% Design Coordination Meeting (1 Total)			8		8					16
4e Draft CSPP		2	2		8	2	6			20
5 100% Pre-Bid Submittal (ADOT/PRC)										
5a 100% Plans (Sealed)		2	2		8	12	4		2	30
5b 100% Contract Docs and Tech Specs		2	4		12		6		2	26
5c Final CSPP (Submittal to FAA)			2		4	2	4			12
5d 100% Quantities and Cost Estimate			2		6	2	4			14
5e Pre-Final Engineer's Report		2	2		6	2	4		2	18
5f Final Internal QA Project Review			16							16
5g 100% Design Coordination Meeting (1 Total)			8		8					16
5h Plans-in-Hands Site Visit			8		8					16
6 100% Bid Documents										
6a 100% Bid Plans (Sealed)		2	2		4	12	4		2	26
6b Bid Contract Docs and Tech Specs (Sealed)		2	2		6		4		2	16
6c Bid Quantities and Cost Estimate			2		4	2	2			10
6d Final Engineer's Report			2		2	2	2		2	10
6e Federal Documents (Grant App & 7460-1)			6		8	4	8			26
TOTALS	0	28	178	0	218	82	90	0	20	616

Firm:	Dibble Engineering On-Call Engineering	Contract Number: 2014-029A1 City of Prescott Number: 2014-029PR03
PROJECT:	New Vault and Generator, TW E Lighting and Signage New Segmented Circle and Lighted Wind Cone Prescott Municipal Airport	Task Number: 3 Revision Number: 3 FAA Number: NA ADOT Number: TBD
DATE:	8/5/2014	

ESTIMATED ALLOWANCE FOR DIRECT COSTS

1. PRINTING (30%, 70%, 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)	50 sheets =	50 Sheets @	\$1.50 /sheet	\$600.00
b.	4	Submittals (4 Copies Scaled 1/2-Size Plans)	50 sheets =	50 Sheets @	\$0.25 /sheet	\$200.00
c.	4	Plotting	50 sheets =	50 Sheets @	\$1.50 /sheet	\$600.00
d.	3	Submittals for Spec Book (2 copies @ 350 pages each)	@	300 Sheets @ (double-sided)	\$0.06 /sheet	\$99.00
e.	2	Submittals for Eng. Report (2 copies @ 200 pages each)	@	300 Sheets @ (single-sided)	\$0.60 /sheet	\$720.00
Total						\$2,219.00
USE						\$2,220.00

2. MILEAGE

DESIGN PHASE

a.	10	Trips (Milage includes estimated travel on or around the airport during site visits)	210 Miles	@	\$0.445 /Mile	\$935
USE						\$930

EXPENSE TOTAL	\$3,150.00
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Civil Engineers and Land Surveyors
Prescott Phoenix

August 4, 2014

Jared Bass, P.E.
Project Engineer
Dibble Engineering
7500 North Dreamy Draw Drive, Suite 200
Phoenix AZ 85020-4669

Subject: Scope of Services and Fees – New, Relocated Electrical Vault, New Generator,
Taxiway E Lighting and Signage, and New Segmented Circle.

Dear Mr. Bass:

We are pleased to furnish this scope of services design of airport improvements for Ernest A. Love Field in Prescott, Arizona.

We will perform the following services associated with the design of the project . . .

Phase 1 – Surveying Services

Task 1 – Utility data research

Research record data from PRC and our archives relative to existing historic utility information. Notify, meet with, and send local utility companies requests for record utility data for the project areas.

Task 2 - Design Survey

Provide detailed design survey within the project design areas related to the new electrical vault and segmented circle. Surveys will be in international feet, will be conducted utilizing PRC control as identified in task 3 below.

Task 3 – Survey Control Establishment

Establish Survey control by use of existing PACS and SACS located on Airport property.

Phase 2 – Base Mapping and Project Coordination

Task 1 - Base Mapping

Reduce and draft surveyed data from design surveying task and combine with existing aerial mapping. No new aerial topographic mapping is included herein. Include record utility data from sources cited above. Mapping will be prepared in AutoCAD Civil3D version 2014 and DWG files delivered to you for your use.

Task 2 –Project Coordination

Management and coordination with Engineer and other design team members as necessary. Includes internal project management, coordinating with Dibble staff, and attendance in up to two locally held project meetings if necessary.

Phase 3 – Project Allowance

Task 1 – Additional Surveying

This task includes additional field surveying and office calculations as needed for solving issues related to unforeseen conditions, potential conflicts, or other support during the design phase.

Estimated hours and associated fees for the aforementioned services are attached on the accompanying spreadsheet.

If other services are needed which are above and beyond the scope of services outlined, a contract addendum will be issued. Invoices will be sent on a monthly basis for services completed or partially completed during the previous month. All invoices are net 30.

Thank you for the opportunity to be of helpful service.

CIVILTEC ENGINEERING, INC.



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

Prescott Airport														
August 4, 2014														
Fee Estimate														
RS														
Professional Fees														
Civiltec Engineering, Inc.														
Phase	Task	DESCRIPTION		PRJ. PRIN.	P.M.	PRJ. EGR.	STF. EGR.	DD	ADMIN	SRVY MGR.	SURVEY	ALLOW	SUB TOTALS	TOTALS
			RATES	\$ 241.48	\$ 158.92	\$ 128.79	\$ 102.38	\$ 93.29	\$ 75.59	\$ 124.17	\$ 157.87			
1		Surveying Services												
	1	Record Utility Research					12						\$ 1,229	
	2	Design Survey								2	16		\$ 2,774	
	3	Survey Control Establishment								4	16		\$ 3,023	\$ 7,025
2		Base Mapping and Project Coordination												
	1	Base Map Preparation			1			24					\$ 2,398	
	2	Project Coordination			4								\$ 636	
														\$ 3,034
3		Allowance												
	1	Additional Surveying										\$ 2,500.00		
														\$ 2,500
											Total			\$ 12,559



ENGINEERING & TESTING CONSULTANTS, INC.

June 16, 2014

Mr. Jared Bass, P.E.
Dibble Engineering
7500 N. Dreamy Draw Dr., Suite 200
Phoenix, AZ 85020

SUBJECT: PROPOSAL FOR GEOTECHNICAL SERVICES FOR NEW RELOCATED ELECTRICAL VAULT, NEW GENERATOR, TAXIWAY E LIGHTING AND SIGNAGE, AND NEW SEGMENTED CIRCLE, PRESCOTT, AZ

Dear Mr. Bass:

Engineering & Testing Consultants, Inc., (ETC) is pleased to have this opportunity to submit our proposal to perform geotechnical investigation services during the design phase for the subject project referenced above.

The objective of the subsurface soil exploration is to provide soil bearing capacity results and recommendations regarding site grading, foundation support, and lateral design parameters for the proposed vault.

We propose the following scope of work.

SCOPE OF WORK

The subsurface soil exploration will be organized into three primary tasks: 1) field sampling and observation, and 2) the laboratory testing of selected soil samples, and 3) report preparation of results and recommendations.

Field Exploration

Field drilling and sampling will be completed using our Mobile B-47 drilling rig. ETC will obtain blue stake and airport clearances prior to drilling. The field work will include an exploration for the following conditions as encountered at the locations explored.

- General site conditions and review of previous work we have done in this area,
- Soil characteristics, approximate boundary between soil types and soil sampling,

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

417 NORTH ARIZONA STREET • PRESCOTT, ARIZONA 86301
928-778-9001 • FAX 928-778-4866



Mr. Jared Bass, PE – Dibble Engineering
Geotechnical Engineering – PRC Electric vault at Bottleneck Hangars, Prescott, AZ
June 16, 2014
Page 2 of 3

- Water level measurements (if encountered).
- Two auger borings will be drilled in accessible locations to depths of 10 feet, or auger refusal, at locations selected for the proposed location of the vault and generator.

Laboratory Analysis

- Selected field samples will be tested for soil characteristics as determined by the geotechnical engineer.

Exploration Report

A final report will be compiled including at least:

- a. Boring logs showing the stratification lines of the various soil types encountered during field exploration.
- b. Results from laboratory testing conducted on selected samples.
- c. General site conditions including topography, pavement structure, and surface drainage conditions.
- d. Description of the subsurface conditions encountered.
- e. Recommendations for design parameters as outlined in the Architect's request. Such parameters will include soil bearing capacity, lateral design parameters, slab-on-grade construction, site grading and suitability of on-site soils for use as backfill.

PAYMENT AGREEMENT

We estimate the subsurface soil exploration to cost \$2,645.00, and we propose to provide these services for a lump sum fee of \$2,645.00. Should we encounter conditions that require additional exploration and/or testing, such conditions will be reviewed with the client prior to proceeding.

ETC can schedule the fieldwork to begin within 1 week upon your authorization to proceed. We anticipate completion of the final report in three to four weeks following the authorization. Preliminary recommendations can be provided after the field work has been performed.



Mr. Jared Bass, PE – Dibble Engineering
Geotechnical Engineering – PRC Electric vault at Bottleneck Hangars, Prescott, AZ
June 16, 2014
Page 3 of 3

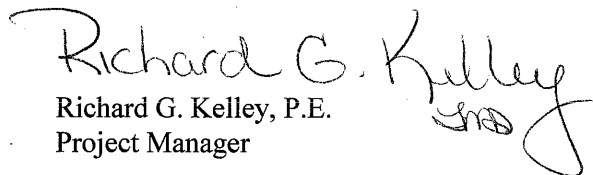
AUTHORIZATION TO PROCEED

If you are in agreement with the scope of work, the lump sum fee, as quoted above, for the subsurface soil exploration, and the conditions as stated in the Schedule of Fees, Charges and Conditions, presented as Attachment I, please sign both copies of this agreement and return the original (Attention: Richard G. Kelley, ETC) to indicate your understanding of and concurrence with the conditions set forth herein.

ETC would like to thank you for this opportunity to submit our proposal for the geotechnical engineering work. ETC is looking forward to working for you on this project. If you have any questions, please call at your convenience (928) 778-9001.

Respectfully submitted,

ENGINEERING & TESTING CONSULTANTS, INC.


Richard G. Kelley, P.E.
Project Manager

Enclosure: Attachment I

ACCEPTED AND APPROVED (If addressee is not client, please provide billing information below.)

Signature: _____ Date: _____

Printed
Name: _____ Title: _____



ATTACHMENT I

SCHEDULE OF FEES, UNIT CHARGES AND CONDITIONS

<u>Engineering Services</u>	<u>Charge Rate (hourly)</u>
-----------------------------	-----------------------------

Staff Engineer	\$100.00
Project Engineer.....	\$120.00
Sr. Project Engineer.....	\$135.00
Principal Engineer.	\$150.00

<u>Materials Testing Services</u>	<u>Charge Rate (hourly)</u>
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Engineering Technician.....	\$70.00
Senior Level Engineering Technician.....	\$75.00
Special Inspector.....	\$70.00

<u>Laboratory Testing</u>	<u>Charge Rate (each)</u>
---------------------------	---------------------------

Soil Aggregate:

Plasticity Index (wet prep).....	\$100.00
Plasticity Index (dry prep)	\$65.00
Moisture Density Relationship.....	\$120.00
Particle Size Analysis	\$75.00

Geotechnical:

Expansive Potential	\$150.00
Expansive Index.....	\$225.00
Consolidation/Swell	\$175.00

Asphalt:

Extraction with Gradation	\$150.00
Marshall Density.....	\$100.00
Rice Test	\$120.00

Concrete/Grout/Mortar:

Compression Tests (per Specimen).....	\$18.00
Compression Tests Drilled Cores (per Specimen).....	\$45.00



August 1, 2014

Dibble Engineering
7500 North Dreamy Draw Drive, Suite 200
Phoenix, Arizona 85020-4669

Attn.: Mr. Jared Bass, P.E.

Re: Project Name: Prescott Municipal Airport
Vault Relocation, Generator, Taxiway E Lighting, Segmented Circle and Windcone, and
Airfield Circuit Map and Signing and Marking Plan Update
CRE Proposal No.: 14029

We are pleased to present our proposal in the listed attachments below.

Scope of Work: See attached Exhibit A.

Fee Proposal: See attached Exhibit B.

This proposal will be valid for the next ninety (90) days, and we reserve the right to renegotiate it if it has not been accepted within that period. Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule will be made. Consultant will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by Consultant. The attached Terms & Conditions are a part of this proposal. Please feel free to call if you need to discuss them.

We will bill you for services rendered to date. Payment will be due within thirty (30) days of billing date.

Please do not hesitate to call if you have any questions.

Sincerely yours,

CR ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Catherine Alcorn', written over a horizontal line.

Catherine Alcorn, P.E.
President

Q:\Proposals\14000\14029 Prescott Airport Phase I Electrical Improvements - Vault, Generator, Txy E Lighting, & Windcone\14029 Proposal
Rev1.docx

**EXHIBIT A - SCOPE OF WORK
DESIGN SERVICES**

**ERNEST A. LOVE FIELD/PRESCOTT MUNICIPAL AIRPORT
VAULT RELOCATION, GENERATOR, TAXIWAY E LIGHTING, SEGMENTED
CIRCLE AND WINDCONE,
AND AIRFIELD CIRCUIT MAP AND SIGNING AND MARKING PLAN UPDATE**

PRC PROJECT NO. XX

Prepared by CR Engineers, Inc.
AUGUST 1, 2014

The project objective is to provide electrical construction designs, plans, specifications, quantities, and estimates for the following electrical improvements at Prescott Municipal Airport.

A. Taxiway E Lighting

- a. Removal of taxiway reflectors and signage as required as part of the Taxiway E project.
- b. Design of new LED TW Edge Lights including base cans, isolation transformers and 5KV cable and new airfield signage as determined to require replacement. Specification of infrastructure (i.e. base cans and conduit) will be included for future RGL locations along Taxiway E. Taxiway E will be powered from a dedicated 5KV airfield lighting circuit and new ferroresonant constant current regulator.

B. Vault Relocation

The electrical design for new main vault will include specifications for all new airfield lighting power distribution equipment, including 13 new ferroresonant constant current regulators (CCR's), and control equipment to replace both the existing main and mini vault equipment. Two of the CCR's will be designated as spares and the new vault will be sized to accommodate room for one more additional CCR. All 5kV output airfield lighting cables from the CCRs will be designed to be routed to separate runway and taxiway circuit selector "splice" cabinets. These "splice" cabinets will provide the ability for quick connection to a spare CCRs output leads in the event of an equipment failure, limiting airfield lighting circuit disruption.

An electrical service from APS rated at 480 Volts, three phase will be specified to provide power for the new vault. Sizing and specifications for a standby generator and automatic transfer switch system in a manufacturer provided generator building will be designed for total emergency backup for all the airfield electrical systems in the new vault. The new vault building will be provided with lightning protection. Additionally, lighting, and convenience receptacles will be specified. Communication lines will be provided to the vault building.

A performance specification will be provided to replace the existing Crouse Hinds Airfield Lighting Control and Monitoring System (ALCMS). Required workstations and necessary communication equipment will be specified for the ATCT and the new vault.

A new fiber optic control system and dedicated ductbank and handhole infrastructure from the new vault to the Air Traffic Control Tower (ATCT) will be designed. A new airfield lighting ductbank system will be designed as required to intercept and connect with the existing 5KV and 480V airfield lighting circuits, with provisions for spare conduits for future installations. The two existing Taxiway C circuits will be combined into one as part of the circuit reconnections to the main vault.

The existing mini and main vault will remain in operation until the new vault and all associated equipment, ductbank systems, and handholes have been installed and tested. Cutover of the systems will simply require the splicing and testing of the existing electrical lighting circuits. Electrical demolition within the existing main vault building will be included in this scope of work. The existing mini vault will remain to be used for storage. This scope will include removal of the electrical systems associated with the airfield lighting equipment within the mini vault.

C. Segmented Circle and Windcone

The electrical design will include specifications for the installation of a new internally lit (LED) L-806 frangible windcone with obstruction light to be powered from the existing Runway lighting circuit for the new segmented circle.

Design Documents

Based on the anticipated six month design schedule, CR Engineers will provide the following submittals: 30% drawings, and Draft Engineer's Report; 70% drawings, specifications, quantities and estimate; 100% Pre-Final drawings, specifications, Final Engineer's Report, quantities and estimate; and 100% (Bid Ready) plans, specifications, quantities and estimate. This 100% final set will be stamped and sealed by a Registered Professional Engineer in the State of Arizona.

Engineering services during the bid phase is excluded from this scope of work.

Airfield Circuit Tracing Allowance:

The scope of work for the airfield circuit tracing allowance will include up to 40 hours for an on-site senior electrical field inspector to work in conjunction with an electrical sub-contractor to trace and temporarily tag all unknown airfield lighting circuits and inventory damaged handholes. This will be scheduled to take place prior to the 30% design submittal.

D. Update of Airport Master Lighting, Signage, and Marking Plan:

CR Engineers will update the Airport Master Lighting, Signage, and Marking Plan to reflect the signage and lighting additions which are part of the Taxiway E Lighting and Vault Relocation Phase 1 project and all current conditions. The plan will take an inventory of all existing and new signs to provide the following information on the master plan: sign size, style, number of modules, manufacturer, and lamp wattages. A master sign numbering system will also be

developed as part of the Airport Master Lighting, Signage, and Marking Plan. Marking basefiles will be provided by others.

E. Airfield Circuit Map Update:

CR Engineers will update the Airfield Circuit Map to include all of the airfield electrical circuits, fixture, signage, and handhole locations which homerun back to the airfield electrical vaults to reflect modifications which are part of the Taxiway E Lighting and Vault Relocation project and all current conditions. We will provide you with a set of reproducible plans and electronic files in both AutoCAD and Adobe Acrobat. We will also provide a set of mylar overlays for each airfield circuit.

Design Documents for Airport Master Lighting, Signage, and Marking Plan and Airfield Circuit Map:

CR Engineers will provide the following submittals: 60% drawings, and 100% plans. This 100% final set will be stamped and sealed by a Registered Professional Engineer in the State of Arizona.

Exhibit B - CR Engineers, Inc.
Fee Proposal Summary

City Project No.: **XX**

Project Name: **Prescott Municipal Airport - Vault Relocation, Generator, Taxiway E Lighting, Segmented Circle and Windcone, Airfield Circuit Map and Signing and Marking Plan Updates**

Date: **1-Aug-14**

CRE Project Number: **14029**

FEES

Overhead Rate: 150 %
Profit Margin: 10 %

<i>1.0 Design Fees</i>	\$146,531
<i>3.0 Airfield Circuit Map</i>	\$4,690
<i>4.0 Signing and Marking Plan</i>	<u>\$10,789</u>

Total Fees	\$162,010
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ESTIMATED EXPENSES AND ALLOWANCES

<i>2.0 Circuit Tracing Fees</i>	\$3,857
<i>Auto mileage (\$0.445/mile)</i>	\$881
<i>(220 miles roundtrip: 9 trips)</i>	
<i>Lodging (\$81/night per room)</i>	\$150
<i>(estimated at 5 nights)</i>	
<i>Meals (\$39/day per person)</i>	\$234
<i>(estimated at 6 days)</i>	

Total estimated expenses	<u>\$5,122</u>
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GRAND TOTAL	<u>\$167,132</u>
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CR Engineers, Inc.
1.0 Design Fee Proposal Worksheet

City Project No.: **XX**

Project Name: **Prescott Municipal Airport - Vault Relocation, Generator, Taxiway E Lighting, Segmented Circle and Windcone, Airfield Circuit Map and Signing and Marking Plan Updates**

Date: **1-Aug-14**

CRE Project Number: **14029**

	Task Description	Quantity	Project Manager, PE	Senior Engineer	Senior Designer	Sen.Field Inspector	Field Inspector	CADD Designer	Project Assistant	Total Hours
1.1	Meetings & Site Visits									
1.1.1	Team Kick-off Meeting		2.0	2.0			2.0			6.0
1.1.2	On-Site Review Meeting(s)	3	21.0	7.0	14.0		14.0			56.0
1.1.3	Site Visit(s)	2	8.0	8.0	8.0		16.0			40.0
1.2	Load/Demand									
1.2.1	Load/CCR Calculations		10.0	14.0	24.0		8.0			56.0
1.3	Contract Documents									
1.3.1	Electrical Drawing(s)		80.0	100.0	180.0		100.0	180.0		640.0
1.3.2	Specifications		18.0	24.0	32.0		16.0		40.0	130.0
1.3.3	Cost Estimate/Quantities		20.0	24.0	36.0		40.0		6.0	126.0
1.3.4	Engineer's Report		8.0	14.0	8.0		10.0	6.0	10.0	56.0
1.3.5	30% Submittal QA/QC		16.0	16.0	16.0		10.0	12.0	4.0	74.0
1.3.6	70% Submittal QA/QC		18.0	18.0	18.0		12.0	18.0	6.0	90.0
1.3.7	100% Pre Final Submittal QA/QC		18.0	18.0	18.0		8.0	18.0	6.0	86.0
1.3.8	100% Bid Ready Submittal QA/QC		12.0	12.0	12.0		8.0	12.0	6.0	62.0
1.3.9	Client Coordination		8.0	8.0	12.0		8.0	8.0	4.0	48.0
1.0	Totals		239.0	265.0	378.0	0.0	252.0	254.0	82.0	1470.0

Overhead Rate 150 %

Profit Margin 10 %

	Labor Rates Per Hour:	\$53.44	\$48.69	\$32.21	\$31.84	\$29.22	\$26.21	\$17.23	
	Direct Labor:	\$12,772	\$12,903	\$12,175	\$0	\$7,363	\$6,657	\$1,413	
	Overhead:	\$19,158	\$19,354	\$18,263	\$0	\$11,045	\$9,986	\$2,119	
	Overhead + Direct Lab:	\$31,930	\$32,257	\$30,438	\$0	\$18,409	\$16,643	\$3,532	
	(OH + Direct) x Profit:	\$3,193	\$3,226	\$3,044	\$0	\$1,841	\$1,664	\$353	
1.0	Total Fees	\$35,123	\$35,483	\$33,482	\$0	\$20,249	\$18,308	\$3,885	\$146,531

CR Engineers, Inc.

2

.0 Circuit Tracing Allowance

Fee Proposal Worksheet

City Project No.: **XX**

Project Name: **Prescott Municipal Airport - Vault Relocation, Generator, Taxiway E Lighting, Segmented Circle and Windcon
Airfield Circuit Map and Signing and Marking Plan Updates**

Date: **1-Aug-14**

CRE Project Number: **14029**

	Task Description	Quantity	Project Manager, PE	Senior Engineer	Senior Designer	Sen.Field Inspector	Field Inspector	CADD Designer	Project Assistant	Total Hours
1.1	Circuit Tracing Site Visits									
1.1.1	Site Visit(s)						48.0			48.0
1.0	Totals		0.0	0.0	0.0	0.0	48.0	0.0	0.0	48.0

Overhead Rate 150 %

Profit Margin 10 %

	Labor Rates Per Hour:		\$53.44	\$48.69	\$32.21	\$31.84	\$29.22	\$26.21	\$17.23	
	Direct Labor:		\$0	\$0	\$0	\$0	\$1,403	\$0	\$0	
	Overhead:		\$0	\$0	\$0	\$0	\$2,104	\$0	\$0	
	Overhead + Direct Lab:		\$0	\$0	\$0	\$0	\$3,506	\$0	\$0	
	(OH + Direct) x Profit:		\$0	\$0	\$0	\$0	\$351	\$0	\$0	
1.0	Total Fees		\$0	\$0	\$0	\$0	\$3,857	\$0	\$0	\$3,857

CR Engineers, Inc.
3.0 Airfield Circuit Map Update Design Fee Proposal Worksheet

City Project No.: XX

Project Name: **Prescott Municipal Airport - Vault Relocation, Generator, Taxiway E Lighting, Segmented Circle and Windcone, Airfield Circuit Map and Signing and Marking Plan Updates**

Date: 1-Aug-14

CRE Project Number: 14029

	Task Description	Quantity	Project Manager, PE	Senior Engineer	Senior Designer	Sen.Field Inspector	Field Inspector	CADD Designer	Project Assistant	Total Hours
1.1	Contract Documents									
1.1.1	Electrical Drawing(s)		2.0		6.0		6.0	16.0		30.0
1.1.2	60% Submittal QA/QC		4.0		2.0		2.0	4.0	1.0	13.0
1.1.3	100% Submittal QA/QC		2.0		2.0		2.0	4.0	1.0	11.0
1.0	Totals		8.0	0.0	10.0	0.0	10.0	24.0	2.0	54.0

Overhead Rate 150 %

Profit Margin 10 %

	Labor Rates Per Hour:	\$53.44	\$48.69	\$32.21	\$31.84	\$29.22	\$26.21	\$17.23	
	Direct Labor:	\$428	\$0	\$322	\$0	\$292	\$629	\$34	
	Overhead:	\$641	\$0	\$483	\$0	\$438	\$944	\$52	
	Overhead + Direct Lab:	\$1,069	\$0	\$805	\$0	\$731	\$1,573	\$86	
	(OH + Direct) x Profit:	\$107	\$0	\$81	\$0	\$73	\$157	\$9	
1.0	Total Fees	\$1,176	\$0	\$886	\$0	\$804	\$1,730	\$95	\$4,690

CR Engineers, Inc.
4.0 Signing and Marking Plan Update Fee Proposal Worksheet

City Project No.: XX

Project Name: **Prescott Municipal Airport - Vault Relocation, Generator, Taxiway E Lighting, Segmented Circle and Windcone, Airfield Circuit Map and Signing and Marking Plan Updates**

Date: **1-Aug-14**

CRE Project Number: **14029**

	Task Description	Quantity	Project Manager, PE	Senior Engineer	Senior Designer	Sen.Field Inspector	Field Inspector	CADD Designer	Project Assistant	Total Hours
1.1	Meetings & Site Visits									
1.1.1	Site Visit(s)						16.0			16.0
1.2	Contract Documents									
1.2.1	Electrical Drawing(s)		4.0		12.0		18.0	40.0	1.0	75.0
1.2.2	60% Submittal QA/QC		6.0		4.0		8.0	4.0	1.0	23.0
1.2.3	100% Submittal QA/QC		4.0		2.0		2.0	4.0	1.0	13.0
1.0	Totals		14.0	0.0	18.0	0.0	44.0	48.0	3.0	127.0

Overhead Rate 150 %

Profit Margin 10 %

	Labor Rates Per Hour:		\$53.44	\$48.69	\$32.21	\$31.84	\$29.22	\$26.21	\$17.23	
	Direct Labor:		\$748	\$0	\$580	\$0	\$1,286	\$1,258	\$52	
	Overhead:		\$1,122	\$0	\$870	\$0	\$1,929	\$1,887	\$78	
	Overhead + Direct Lab:		\$1,870	\$0	\$1,449	\$0	\$3,214	\$3,145	\$129	
	(OH + Direct) x Profit:		\$187	\$0	\$145	\$0	\$321	\$315	\$13	
1.0	Total Fees		\$2,057	\$0	\$1,594	\$0	\$3,536	\$3,460	\$142	\$10,789



~~September 11, 2013~~
~~September 20, 2013 (revised)~~
~~June 18, 2014 (revised)~~
August 5, 2014 (revised)

Peter Knudson
Senior Project Manager
7500 North Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020-4669

RE: Prescott Airport On-call
***New, Relocated Electrical Vault, New Generator, Taxiway
E Lighting and Signage, and New Segmented Circle***
Fee Proposal for Architectural Design Services

Dear Peter:

We are very pleased for this opportunity to submit a proposal for architectural design and limited engineering services for the Electrical Lighting Vault at Prescott Airport as part of the On-call services. This proposal has been prepared in accordance with our understanding of the project based upon your recent emails and our phone conversation on 9/9/2013.

Scope of Work

The project will include:

1. The vault shall be sized for 14 regulators which is approximately 20' x 70'.
2. A control room approximately 8' x 10'.
3. Other design features include masonry exterior walls, a fiberglass grate at the cable trench, double exterior doors, a roll-up door, and one ground mounted packaged HVAC unit. Gas, water and hose bibs are not required.

Services

1. The Construction Documents will consist of drawings sufficient for a building permit from the City of Prescott Building Permits department.
2. Structural, Mechanical, Plumbing, Fire Protection engineering (performance spec) and cost estimating for the above mentioned building. See the attached scope from kpff Consulting Engineers, LSW engineers and CCMC.

Assumptions

Based on our discussions, we have made a few assumptions in the preparation of our proposal:

1. We understand this electrical vault is part of a larger project, the Taxiway Lighting project and the overall project budget is \$1,925,000.

Steve Rao, AIA, LEED AP, President
Mark R. Dee, AIA, LEED AP, Exec VP
Peter Pascu, AIA, NCARB, Exec VP
Dwight C. Todd, AIA, Exec VP
Sandra M. Kukla, AIA, LEED AP, Exec VP
Michael L. Haake, AIA, CSI, CCS, Chairman
Jeremy A. Jones, AIA, LEED AP, VP
Adam C. Sprenger, AIA, LEED AP, VP
Michael C. Braun, AIA, LEED AP, VP

Philip J. Ralston, AIA, Associate
Kiyomi Kurooka, AIA, LEED AP, Associate
Nicole Kiersztyn Snyder, Associate
Nithya Rachel Jebaraj, AIA, Associate
Mark A. Fulks, AIA, Associate
Steve Goodman, AIA, Associate



2. We assume that Dibble will provide civil engineering, a survey, a geotechnical report and site plan of the existing conditions. These services are not included in DWL's contract.
3. Dibble will coordinate and provide the necessary technical information pertaining to the electrical equipment. We assume the equipment sits on the floor slab and is not hung from the structure.
4. Dibble is the prime and will handle all submittals to the City and owner, as well as project manual front end sections.
5. CR Engineers will provide Electrical and Special Systems Engineering and is not included in our contract.
6. DWL will attend (1) meeting in Prescott.
7. DWL will use the drafting tool Revit for this project.
8. Cost Estimating for this project includes a Rough Order of Magnitude (cost per SF) at the beginning of Schematic Design for purposes of developing an overall project budget. Traditional Cost Estimates are included based on 30% Schematic Design and 100% Construction Documents.
9. Subconsultants included in this proposal. Please review their attached proposals for further scope details.
 - a. Kpff Consulting Engineers (Structural)
 - b. LSW Engineers (Mechanical, Plumbing and Fire Protection)
 - c. CCMC (Cost Estimating)

Exclusions

In order to provide clarity and to prevent any misunderstandings, we want to identify items that are excluded from this proposal. If for any reason Dibble requires these services, we can provide them for additional compensation.

1. Programming
2. Geotechnical Investigations, Civil Site Survey, Potholing, Field investigations.
3. Permit, code modification and other submittal fees.
4. Major scope change or revisions.
5. Deliverables beyond those listed below.
6. Investigation or studies for AC 150 compliance.
7. Services from engineers or consultants not identified in this proposal and beyond this project's scope will not be provided.
8. Community presentations.
9. LEED assessment and services.
10. Construction Administration services.
11. Bid Phase Services.

Deliverables

Deliverables for the previously described scope include:

1. Schematic Design – 30% Submittal: Includes architectural plans and elevations. A specification is not included.
2. A Cost Estimate will be provided based on the 30% Schematic Design.
3. Design Development – 70% Submittal: Includes architectural, structural, mechanical, and plumbing. Design development specification sections shall be included (technical sections).



4. Construction Documents – 100% Submittal: Includes disciplines as listed under DD. Specification Sections applicable to the building (technical sections only).
5. A Cost Estimate will be provided based on the 100% Construction Documents.
6. Bid Documents – 100% Submittal plus refinements from the CD submittal. Specification Sections applicable to the building (technical sections only). Addendum due to Building Permit Corrections.

Reimbursable expenses:

We will invoice at cost for project related expenses such as travel, mileage, long-distance telephone, courier, printing, copying (in or out of office). We have estimated our reimbursable expenses based on one (1) trip to Prescott (no lodging) and courier service. Reprographics is not included in our estimate. We will provide Dibble with PDF files.

Compensation

We will provide architectural design services as outlined above for a lump sum fee plus reimbursables as follows:

Architectural (DWL)	\$ 16,938
Mechanical, Plumbing & Fire Protection (LSW)	\$ 6,440
Structural (kpff)	\$ 3,864
Cost Estimating (CCMC)	\$ 3,570
<u>Reimbursables</u>	<u>\$ 400</u>
Total Fee	\$ 31,212

Conclusion

We are grateful for this opportunity and look forward to working with you and the Dibble Team. If you have any questions or require further explanation of any item in this proposal, please do not hesitate to contact me or Steve Rao.

Sincerely,

DWL ARCHITECTS + PLANNERS, INC.

A handwritten signature in blue ink, appearing to read 'Sandra Kukla', is written over a light yellow rectangular background.

Sandra Kukla, AIA
Executive Vice President

SMK

Attachments

cc: Steve Rao
Kathryn Maxwell

DWL ARCHITECTS + PLANNERS, INC.

Dibble Engineering

Prescott Airport - New, Relocated Electrical Vault, New Generator, Taxiway E Lighting and Signage, and New Segmented Circle

COMPENSATION ESTIMATE

09.11.2013 / 09.20.2013 / 06.18.2014 / 08.04.2014 Revised

DWL ARCHITECTS

Task Description		Hourly Billing Rate																Task Total	
Architectural and Engineering Services		Principal 176.00 per hr.		Project Director 154.00 per hr.		QA/QC Architect 111.00 per hr.		Proj. Archt. 93.00 per hr.		Apprentice Arch 72.00 per hr.		CADD Tech. 66.00 per hr.		Specifier 103.00 per hr.		Clerical 56.00 per hr.			
		Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost		
	Schematic Design	0	0	8	1232	0	0	14	1302	30	2160	0	0	0	0	2	112	4,806.00	
	Design Development	0	0	2	308	0	0	6	558	26	1872	0	0	8	824	2	112	3,674.00	
	Construction Documents	0	0	4	616	2	222	20	1860	54	3888	0	0	16	1648	4	224	8,458.00	
	Bidding/Negotiation	0		0		0		0		0		0		0		0		0.00	
	TOTAL	0	0	14	2156	2	222	40	3720	110	7920	0	0	24	2472	0	8	448	16,938.00
	Personnel subtotals	0.00		2,156.00		222.00		3,720.00		7,920.00		0.00		2,472.00		448.00		16,938.00	

SUMMARY	Design & Engineering	Reimbursable Expenses	TOTALS
Architectural (DWL)	16,938.00	400.00	17,338.00
Structural (kpff)	3,864.00	0.00	3,864.00
MPE & SS (LSW)	6,440.00	0.00	6,440.00
Cost Estimating (CCMC)	3,570.00	0.00	3,570.00
Subtotal	30,812.00	400.00	\$31,212.00
GRAND TOTAL - LUMP SUM			\$31,212.00



Consulting Engineers

2800 North Central Avenue, Suite 1010, Phoenix, AZ 85004-1008

Phone: (602) 264-1010

Fax: (602) 285-1010

Phoenix Seattle Portland San Francisco Sacramento Los Angeles Irvine San Diego St. Louis Chicago New York

AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT: DWL Architects + Planners, Inc.
2333 N. Central Ave.
Phoenix, Arizona 85004
Attn: Sandra Kukla, Vice President

DATE: August 5, 2014
PROPOSAL NO: P13162 revised
PROJECT NO:

PROJECT: Prescott Municipal Airport – Electrical Lighting Vault
Ernest A. Love Field, Prescott Municipal Airport, 6546 Crystal Lane, Prescott AZ 86301

SCOPE OF SERVICES: Structural engineering design and drafting, review your specifications, sealed calculations and construction documents for an approximately 20' x 70' single story above grade electrical light vault building per your Scope and Fee Draft Proposal dated September 10, 2013

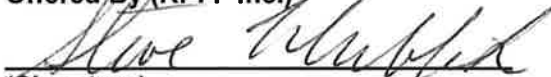
SPECIAL CONDITIONS:

1. Construction phase services normally included are additional service and not included.
2. The building is expected to be constructed of masonry walls with steel roof framing members and deck.
3. Two meetings at DWL's office are included; however, site visits and/or meetings in Prescott are not expected or included.
4. Main utility feed lines are not expected to be supported by the roof structure but rather placed underground.

FEE: Lump Sum of \$3,864 broken down as follows:
Schematic Design = \$900
Design Development = \$1,000
Construction Documents = \$1,964

Out of town transportation and subsistence expenses approved by the client, express mail expenses, mileage, deliveries, and printing of plans other than for our office use, will be billed to the client at our cost. Governmental agency review fees are to be paid by the client.

Offered By (KPFF Inc.)


(Signature)

Steve Wrublik Project Manager, Associate
(Print Name/Title)

Accepted by (Client)

(Signature)

(Print Name/Title)

cc: B. Raji, Managing Principal
K. Ratliff, Marketing Administrator
J. Kenney, Accounting



LSW Engineers
ARIZONA, INCORPORATED

August 5, 2014

DWL Architects + Planners, Inc.
2333 N. Central Avenue
Phoenix, AZ 85004

Attn: Sandra Kukla

Re: Prescott Airport On-Call
New, Relocated Electrical Vault, New Generator, Taxiway E Lighting
and Signage, and New Segmented Circle
LSW Proposal No. PR2013-240 [Revision 3]

Ms. Kukla:

We are pleased to offer our engineering services for the proposed new lighting vault to be constructed at the Prescott Airport.

PROJECT UNDERSTANDING

This project is understood to be a new 1,400 SF lighting vault building to be constructed at the Prescott Airport.

SCOPE OF WORK

Our engineering services for this project will consist of the following. Services not indicated below are considered outside of our basic scope and will be provided upon request as an additional service. It is our understanding that the design of this project will include two deliverables, with a 70% and a final bid document set.

Mechanical

- A. The mechanical system for this project is anticipated to include:
 - 1. One new packaged heating and cooling grade mounted HVAC unit to serve this facility.

Plumbing

- A. The plumbing system for this project is anticipated to include:
 - 1. Sizing and routing of the roof primary drains, overflow drains and associated drain piping to 5'-0" beyond the building perimeter. The roof plan and locations of the roof primary/overflow drains are provided by your office.



Fire Sprinkler

- A. We will provide a performance based specification addressing the fire sprinkler system for this project for bidding purposes. The installation drawings (including detailed piping drawings and calculations) will be a deferred submittal by the Fire Sprinkler Contractor.

GENERAL

Our scope will include the following general engineering services for the project:

- B. Attend up to one meeting at your office to assist in the coordination on the design of this project.
- C. One final set of signed and sealed drawings provided in electronic portable document format (PDF).
- D. One final set of signed and sealed specifications typed in our format.
- E. LSW's estimated design time through completion of the 70% construction documents is three weeks after receipt of the signed fee proposal, the backgrounds and all equipment cut sheets. We estimate completion of the final 100% construction documents within two weeks after receipt of comments from the team on the prior deliverable.

PROFESSIONAL FEE

Our fee for the work outlined above is a lump sum amount of \$6,440.

NOTE: This fee includes all travel expenses incurred within the metropolitan Phoenix area. Travel outside the metropolitan Phoenix area will be billed as a reimbursable expense including, but not limited to, travel, rentals, meals, lodging, and reasonable incidental expenses.

This fee does not include plotting or printing of sets of our drawings or other discipline's drawings for interprofessional coordination or distribution. We will provide PDF's to facilitate plotting of these submittals.

This fee is quoted on a lump sum basis. The breakdown of the fee into phases or tasks is for your convenience. The fee will be billed 100% at the end of the project, unless the scope of the project is changed by written agreement.

CLIENT SERVICES

Services requested of the Client and/or Owner includes the following:

- A. Provide a project title block and updated Revit base model in a timely manner to meet the established project deliverables.



- B. Provide a full size, complete, hardcopy set of the drawings at each established deliverable.
- C. Provide one full size and one half size hardcopy set of the drawings and one copy of the project specification book at the completion of the design phase for our use during construction.

EXCLUSIONS

- A. Cost estimating.
- B. Electrical design services.
- C. All work associated with LEED certification of the project.
- D. Building energy consumption calculations or modeling.
- E. Utility company energy rebate data collection and/or submission.
- F. All support or coordination work associated with an independent Commissioning Agent.
- G. Value engineering services or changes after 50% completion of the associated documents.
- H. Any design services caused by scope changes.
- I. Construction phase services.
- J. Project partnering meetings.

ADDITIONAL SERVICES

Additional services will be performed on an hourly basis at our standard billing rates as follows:

2014:	Senior Engineer	\$165./ hour
	Engineer	\$140./ hour
	Field Observer	\$105./ hour
	Senior Designer	\$110./ hour
	Designer	\$90./ hour
	CAD Operator	\$80./ hour
	Clerical	\$70./ hour
	Outside Services	Our cost

Our rates will remain the same for the duration of this project, assuming the project is completed according to the original project schedule. This proposal is effective for not more than 90 days.

LSW accepts the AIA C401 contract and requests that you prepare this document reflecting the terms and conditions of this proposal for our mutual execution prior to our beginning work.



DWL Architects + Planners, Inc.
LSW Proposal No. PR2013-240 [Revision 3]
August 5, 2014
Page 4

We appreciate this opportunity and look forward to working with your firm on this project.

Regards,

LSW ENGINEERS ARIZONA, INC.

A handwritten signature in black ink, appearing to read 'Russell Betz', is written over a horizontal line.

Russell Betz, P.E.
Sr. Vice President

RAB:sm

Please indicate your acceptance of this proposal by signing and returning one copy of this letter for our files.

APPROVED: _____ DATE: _____

YOUR PROJECT / REFERENCE NO.: _____

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June 18, 2014 (revised)
DWL Architects + Planners, Inc
2333 N. Central Avenue,
Phoenix, AZ 85004-1352

Attention: Sandra Kukla

Re: Prescott Airport On-Call

**New, Relocated Electrical Vault, New Generator, Taxiway E Lighting and Signage, and new Segmented Circle
Fee Proposal for Cost Estimating**

Dear Sandra,

Further to your request for a fee proposal, I appreciate the opportunity to submit this fee proposal to provide you with cost estimating services on the above project.

The scope of the project comprises: new vault approx. 1,400 SF
new control room approx. 80 SF
mechanical, plumbing and electrical limited to new vault and control room

Exclusions: all other work associated with the larger Taxiway Lighting project

Assumption: the cost for any specialized electrical equipment located in new vault and control room will be provided by others.

I propose to provide construction cost estimating services for Lump Sum of Three Thousand Five Hundred and Seventy Dollars (\$ 3,570.00) as detailed below:

Providing pre-design rough budgeting numbers (no deliverables)	\$ 238.00
Preparation of cost estimate at Schematic Design Phase	\$ 1,428.00
Preparation of cost estimate at Construction Documents Phase	<u>\$ 1,904.00</u>
TOTAL FEE	\$ 3,570.00

I trust this proposal will meet with your approval.

If you have any questions regarding this proposal, please contact me.

Sincerely,

Adriana V. Crnjac
Certified Cost Consultant





Proposed Site for
Segmented Circle with
Lighted Wind Cone



NEW RELOCATED ELECTRICAL VAULT AND EMERGENCY GENERATOR,
TAXIWAY E LIGHTING AND SIGNAGE,
AND NEW SEGMENTED CIRCLE WITH LIGHTED WIND CONE

PROPOSED LOCATION
FOR SEGMENTED
CIRCLE WITH LIGHTED
WIND CONE

6/16/2014

EMERGENCY VAULT RELOCATION, NEW GENERATOR, & TW E LIGHTING PRELIMINARY COST ESTIMATE

LINE No.	ITEM No.	DESCRIPTION	APPROX . QTY.	UNIT	UNIT PRICE	AMOUNT
CIVIL & ELECTRICAL						
1		Contractor Quality Control (Base Bid)	1	LS	\$80,000.00	\$80,000.00
2		Mobilization (Base Bid)	1	LS	\$130,000.00	\$130,000.00
3		Underground Utility Allowance	1	ALLOW	\$70,000.00	\$70,000.00
4		Airfield Safety and Security	1	LS	\$125,000.00	\$125,000.00
5		Subgrade Prep	253	SY	\$7.00	\$1,773.33
6		Over-Excavation of Unsuitable Materials (Contingent Item)	106	CY	\$12.00	\$1,266.67
7		Location of Underground Utilities (Allowance)	1	ALLOW	\$15,000.00	\$15,000.00
8		New Lighted Wind Cone and Segmented Circle	1	LS	\$35,000.00	\$35,000.00
9		Electrical Vault	1	LS	\$375,000.00	\$375,000.00
10		Electrical Infrastructure (Including New Generator)	1	LS	\$2,150,000.00	\$2,150,000.00
					Construction Subtotal	\$2,983,040.00
					10% Contingency	\$298,304.00
					Construction total	\$3,281,344.00
					10% CA&O	\$328,134.40
					5% PRC Admin	\$164,067.20
					Construction Project Total	\$3,773,545.60

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Fire

AGENDA ITEM: Acceptance of hazardous fuels mitigation funding grants from each of the Arizona Division of Forestry and Yavapai County

Approved By:		Date:
Fire Chief:	Light, Dennis	09/09/2014
City Manager:	McConnell, Craig	09/15/2014

Item Summary

On May 13, 2014, the Fire Department brought forward to the City Council the request for approval to submit two hazardous fuels mitigation grants. The City Council approved the submittal of the applications on that date. The Fire Department has been notified of the award of funding to Prescott, which will be available as soon as the final agreements are signed.

Background

The Arizona Division of Forestry (ADF) is preparing an agreement with the City to implement the grant proposal submitted in May with a minor modification: the total amount of the grant (\$175,018.00) will be split into two parts, with the federal government funding one project, and the State of Arizona funding the other. These projects are referred to as the Camps-2 Hazardous fuels project and include the treatment of 157 acres at Camp Yavapines, 81 acres at United Christian Youth Camp and 5 acres at Southwest Indian Bible Conference Center (see attached maps). The title of the project is Camps-2 even though there are 3 camps included in this project (last year the title of the project was Camps-1, which treated Friendly Pines and Emmanuel Pines). A detailed project time line as well as scope of work were submitted and approved with the application. This is a 90/10 grant with 90% of the funding coming from the federal government and 10% funded by the City for the Camp Yavapines Project and 90% State funding and 10% funding by the City for the United Christian Youth Camp and Southwest Indian Bible Conference Center.

Yavapai County has also notified the Fire Department that the grant proposal submitted in May was also approved (Title III Forest Project Funding). The Fire Department originally requested \$25,000.00; Yavapai County awarded \$15,000.00. This award is 100% grant

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

funding. Yavapai County has already sent a check for this amount to the City, where it is being held by the Finance Department pending grant acceptance.

Financial Impact

The ADF total project grant amount is \$175,018.00. Of this sum, \$157,500.00 is federal and State funded (the proportions will be determined in the final agreements), and \$17,518.00 is the City match budgeted in the Fire Department's grants. This is a pass-through grant providing reimbursement to the City for actual work completed, billed on a quarterly basis. The \$15,000.00 Yavapai County Title III grant is 100% prepaid, requiring completion reporting.

Attachments

1. Southwest Indian Bible Conference Center Map
2. United Christian Youth Camp Map
3. Camp Yavapines Map

Recommended Action: MOVE 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.

MEETING DATE/TYPES: **VOTING SESSION** **9-9-14**
 VOTING SESSION **9-23-14**

DEPARTMENT: **Community Development**

AGENDA ITEM: Adoption of the 2012 International Building, Fire, and Wildland-Urban Interface Codes and local Amendments

Approved By:

Date:

Director:	Guice, Tom	09/11/2014
City Manager:	McConnell, Craig	09/12/2014

Item Summary

In 2012, the City and other local jurisdictions commenced review and adoption of the 2012 International Building, Fire, and Wildland-Urban Interface Codes. Over the past two years there have been more than 20 public meetings on the topic and extensive involvement of the Yavapai County Contractors Association, local contractors, engineers, developers, and interested citizens. This item was introduced at the September 9th meeting for Council discussion and adoption of resolutions declaring the ordinances containing the code changes as “public records”, simplifying adoption of those ordinances. Between the Council meetings of September 9th and September 23rd, the pertinent documents were available to the public for viewing on the City website or in the Office of the City Clerk.

Background

The City adopted building safety codes in 1936, and has made numerous updates since. The City is currently using the 2006 International Codes with 2008 amendments. In 2008, the City adopted local amendments to insure the codes are relevant to Prescott’s unique characteristics and the local environment. It is now appropriate to consider adopting the 2012 International Building Safety, Fire, and Wildland Urban Interface Codes along with local amendments.

The purposes of the International Building Safety Codes are to establish the minimum requirements to safeguard the public health, safety, and general welfare through structural strength, means of egress, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property, from fire and other hazards attributed to the building environment, and to provide for the safety of fire fighters and other emergency responders during emergency operations.

Agenda Item: Adoption of the 2012 International Building, Fire, and Wildland-Urban Interface Codes and local Amendments

These amendments have been reviewed by the Building Advisory and Appeals Board and the Fire Board of Appeals and both voted unanimously to move forward. The Unified Development Code Committee also reviewed these amendments and also voted unanimously to forward the codes to Council. A workshop for Council was held on August 5, 2014.

There are a number of important reasons to adopt the 2012 International Building Safety, Fire, and Wildland-Urban Interface Codes: greater flexibility in the construction materials that contractors can use; more options in building design, and the ability to use state of the art building technology. Prescott's adoption of the new codes will also provide consistency in the region because other jurisdictions have already adopted this edition of the codes. Prescott Valley implemented the 2012 codes in July 2014. Yavapai County will implement them in January 1, 2015. The recommendation is for Prescott to implement the 2012 International Codes beginning January 1, 2015.

Another reason to adopt the 2012 codes is our Insurance Services Office rating. The City of Prescott recently underwent an ISO audit; the rating was downgraded from a 2 / 3 to a 9 / 9, primarily due to not being on the current codes. With the adoption of the 2012, codes it is anticipated that our rating will go back to a more favorable rating of 3 / 4. Better ISO ratings positively affect the ability to obtain, and lower the costs of insurance citywide.

Attachments

1. Ordinance No. 4900-1438 – Administrative Code and local Amendments
2. Ordinance No. 4901-1439 – International Building Code and local Amendments
3. Ordinance No. 4902-1440 – International Residential Code and local Amendments
4. Ordinance No. 4903-1441 – International Plumbing Code and local Amendments
5. Ordinance No. 4904-1442 – International Mechanical Code and local Amendments
6. Ordinance No. 4905-1443 – International Fuel Gas Code and local Amendments
7. Ordinance No. 4906-1444 – International Energy Conservation Code and local Amendments
8. Ordinance No. 4907-1445 – National Electrical Code and local Amendments
9. Ordinance No. 4909-1447 – International Fire Code and local Amendments
10. Ordinance No. 4910-1448 – International Wildland- Urban Interface Code and local Amendments

Agenda Item: Adoption of the 2012 International Building, Fire, and Wildland-Urban Interface Codes and local Amendments

Recommended Action: (separate motions required): MOVE to adopt

1. Ordinance No. 4900-1438 – Administrative Code and local Amendments
2. Ordinance No. 4901-1439 – International Building Code and local Amendments
3. Ordinance No. 4902-1440 – International Residential Code and local Amendments
4. Ordinance No. 4903-1441 – International Plumbing Code and local Amendments
5. Ordinance No. 4904-1442 – International Mechanical Code and local Amendments
6. Ordinance No. 4905-1443 – International Fuel Gas Code and local Amendments
7. Ordinance No. 4906-1444 – International Energy Conservation Code and local Amendments
8. Ordinance No. 4907-1445 – National Electrical Code and local Amendments
9. Ordinance No. 4909-1447 – International Fire Code and local Amendments
10. Ordinance No. 4910-1448 – International Wildland- Urban Interface Code and local Amendments

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 THEREFOR

RECITALS:

WHEREAS, the City of Prescott wishes to adopt certain amendments to the "*2012 Administrative Building Code*" in the interests of the health, safety and welfare of the citizens of Prescott; and

WHEREAS, Resolution 4243-1452 establishes the "*City of Prescott 2012 Administrative Building Code Amendments*" as a public record; and, whereas that document is intended to be adopted by this Ordinance therefore by reference.

ENACTMENTS:

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

SECTION 1. That certain document entitled the "*City of Prescott 2012 Administrative Building Code Amendments*", which document amends and supersedes certain designated sections of the *2012 Administrative Building Code* was made a public record by Resolution No. 4243-1452, is hereby adopted by this reference.

SECTION 2. SEVERANCE CLAUSE: The provisions of this Ordinance and the Codes it incorporates are hereby declared to be severable; and, if any section, sentence, clause or phrase of this Ordinance or the Codes that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code it incorporates, but they shall remain in effect, it being the legislative intent that this Ordinance and the Code it incorporates shall stand notwithstanding the invalidity of any part thereof.

SECTION 3. PENALTY-CRIMINAL: Any person who violates any provision of this Ordinance or the Codes adopted pursuant to this Ordinance may be guilty of a misdemeanor, and upon conviction thereof, shall be punished as provided in Section 1-3-1 of the Prescott City Code, by a fine not exceeding two thousand five hundred dollars (\$2,500.00) or by imprisonment for not more than six months, or by both such

fine and imprisonment, at the discretion of the City judge. Each and every day any such violation continues shall be deemed and considered a separate offense.

SECTION 4. PENALTY-CIVIL: Upon conviction any person who violates any provision of this Ordinance thereof may be punished as provided in Section 1-3-1 and Section 1-3-2 of the Prescott City Code and subject to a civil penalty. Each and every day any such violation continues shall be deemed and considered a separate offense.

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

MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

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.

RECITALS:

WHEREAS, the City of Prescott wishes to adopt certain amendments to the *2012 International Building Code* in the interests of the health, safety and welfare of the citizens of Prescott; and

WHEREAS, Resolution 4244-1453 establishes "*City of Prescott 2012 International Building Code Amendments*" as a public record; and, whereas, said document is intended to be adopted by this Ordinance therefore by reference.

ENACTMENTS:

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

SECTION 1. That certain document entitled "*City of Prescott 2012 International Building Code Amendments*", which document amends and supersedes certain designated sections of the *2012 International Building Code* and was made a public record by Resolution No. 4244-1453 is hereby adopted by this reference.

SECTION 2. SEVERANCE CLAUSE: The provisions of this Ordinance and the Codes it incorporates are hereby declared to be severable; and, if any section, sentence, clause or phrase of this Ordinance or the Codes that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code it incorporates, but they shall remain in effect, it being the legislative intent that this Ordinance and the Code it incorporates shall stand notwithstanding the invalidity of any part thereof.

SECTION 3. PENALTY-CRIMINAL: Any person who violates any provision of this Ordinance or the Codes adopted pursuant to this Ordinance may be guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided in Section 1-3-1 of the Prescott City Code, by a fine not exceeding two thousand five hundred dollars

(\$2,500.00) or by imprisonment for not more than six months, or by both such fine and imprisonment, at the discretion of the City judge. Each and every day any such violation continues shall be deemed and considered a separate offense.

SECTION 4. PENALTY-CIVIL: Upon conviction, any person who violates any provision of this Ordinance thereof may be punished as provided in Section 1-3-1 and Section 1-3-2 of the Prescott City Code and subject to a civil penalty. Each and every day any such violation continues shall be deemed and considered a separate offense.

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

MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

ORDINANCE NO. 4902-1440

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III, 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.

RECITALS:

WHEREAS, the City of Prescott wishes to adopt certain amendments to the *2012 International Residential Code for One- and Two-Family Dwellings* in the interests of the health, safety and welfare of the citizens of Prescott; and

WHEREAS, Resolution No. 4245-1454 establishes the "*City of Prescott 2012 International Residential Code for One- and Two-Family Dwellings Amendments*" as a public record; and, whereas said document is intended to be adopted by this Ordinance therefore by reference.

ENACTMENTS:

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

SECTION 1. That certain document entitled the "*City of Prescott 2012 International Residential Code for One- and Two-Family Dwellings Amendments*", which document amends and supersedes certain designated sections of the *2012 International Residential Code for One- and Two-Family Dwellings* and was made a public record by Resolution No. 4245-1454, is hereby adopted by this reference.

SECTION 2. SEVERANCE CLAUSE: The provisions of this Ordinance and the Codes it incorporates are hereby declared to be severable, and if any section, sentence, clause or phrase of this Ordinance or the Codes that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code it incorporates, but they shall remain in effect, it being the legislative intent that this Ordinance and the Code it incorporates shall stand notwithstanding the invalidity of any part thereof.

SECTION 3. PENALTY-CRIMINAL: Any person who violates any provision of this Ordinance or the Codes adopted pursuant to this Ordinance may be guilty of a

misdemeanor, and upon conviction thereof, shall be punished as provided in Section 1-3-1 of the Prescott City Code, by a fine not exceeding two thousand five hundred dollars (\$2,500.00) or by imprisonment for not more than six months, or by both such fine and imprisonment, at the discretion of the City judge. Each and every day any such violation continues shall be deemed and considered a separate offense.

SECTION 4. PENALTY-CIVIL: Upon conviction any person who violates any provision of this Ordinance thereof may be punished as provided in Section 1-3-1 and Section 1-3-2 of the Prescott City Code and subject to a civil penalty. Each and every day any such violation continues shall be deemed and considered a separate offense.

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

MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

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.

RECITALS:

WHEREAS, the City of Prescott wishes to adopt certain amendments to the *2012 International Plumbing Code* in the interests of the health, safety and welfare of the citizens of Prescott; and

WHEREAS, Resolution No. 4246-1455 establishes "*City of Prescott 2012 International Plumbing Code Amendments*" as a public record; and, whereas said document is intended to be adopted by this Ordinance therefore by reference.

ENACTMENTS:

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

SECTION 1. That certain document entitled "*The City of Prescott 2012 International Plumbing Code Amendments*", which document amends and supersedes certain designated sections of the *2012 International Plumbing Code* and was made a public record by Resolution No. 4246-1455, is hereby adopted by this reference.

SECTION 2. SEVERANCE CLAUSE: The provisions of this Ordinance and the Codes it incorporates are hereby declared to be severable, and if any section, sentence, clause or phrase of this Ordinance or the Codes that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code it incorporates, but they shall remain in effect, it being the legislative intent that this Ordinance and the Code it incorporates shall stand notwithstanding the invalidity of any part thereof.

SECTION 3. PENALTY-CRIMINAL: Any person who violates any provision of this Ordinance or the Codes adopted pursuant to this Ordinance may be guilty of a misdemeanor, and upon conviction thereof, shall be punished as provided in Section 1-

3-1 of the Prescott City Code, by a fine not exceeding two thousand five hundred dollars (\$2,500.00) or by imprisonment for not more than six months, or by both such fine and imprisonment, at the discretion of the City judge. Each and every day any such violation continues shall be deemed and considered a separate offense.

SECTION 4. PENALTY-CIVIL: Upon conviction any person who violates any provision of this Ordinance thereof may be punished as provided in Section 1-3-1 and Section 1-3-2 of the Prescott City Code and subject to a civil penalty. Each and every day any such violation continues shall be deemed and considered a separate offense.

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

MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

ORDINANCE NO. 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.

RECITALS:

WHEREAS, the City of Prescott wishes to adopt certain amendments to the *2012 International Mechanical Code* in the interests of the health, safety and welfare of the citizens of Prescott; and

WHEREAS, Resolution 4247-1456 establishes the "*City of Prescott 2012 International Mechanical Code Amendments*" as public records; and, whereas that document is intended to be adopted by this Ordinance therefore by reference.

ENACTMENTS:

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

SECTION 1. That certain document entitled the "*City of Prescott 2012 International Mechanical Code Amendments*", which document amends and supersedes certain designated sections of the *2012 International Mechanical Code* was made a public record by Resolution No. 4247-1456 is hereby adopted by this reference.

SECTION 2. SEVERANCE CLAUSE: The provisions of this Ordinance and the Codes it incorporates are hereby declared to be severable; and, if any section, sentence, clause or phrase of this Ordinance or the Codes that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code it incorporates, but they shall remain in effect, it being the legislative intent that this Ordinance and the Code it incorporates shall stand notwithstanding the invalidity of any part thereof.

SECTION 3. PENALTY-CRIMINAL: Any person who violates any provision of this Ordinance or the Codes adopted pursuant to this Ordinance may be guilty of a misdemeanor, and upon conviction thereof, shall be punished as provided in Section 1-3-1 of the Prescott City Code, by a fine not exceeding two thousand five hundred dollars

(\$2,500.00) or by imprisonment for not more than six months, or by both such fine and imprisonment, at the discretion of the City judge. Each and every day any such violation continues shall be deemed and considered a separate offense.

SECTION 4. PENALTY-CIVIL: Upon conviction any person who violates any provision of this Ordinance thereof may be punished as provided in Section 1-3-1 and Section 1-3-2 of the Prescott City Code and subject to a civil penalty. Each and every day any such violation continues shall be deemed and considered a separate offense.

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

MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

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.

RECITALS:

WHEREAS, the City of Prescott wishes to adopt certain amendments to the *2012 International Fuel Gas Code* in the interests of the health, safety and welfare of the citizens of Prescott; and

WHEREAS, Resolution 4248-1457 establishes "*City of Prescott 2012 International Fuel Gas Code Amendments*" as public records; and whereas those documents are intended to be adopted by this ordinance therefore by reference.

ENACTMENTS:

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

SECTION 1. That certain document entitled "*City of Prescott 2012 International Fuel Gas Code Amendments*" which document amends and supersedes certain designated sections of the *2012 International Fuel Gas Code* was made a public record by Resolution No. 4248-1457 is hereby adopted by this reference.

SECTION 2. SEVERANCE CLAUSE: The provisions of this Ordinance and the Codes it incorporates are hereby declared to be severable, and if any section, sentence, clause or phrase of this Ordinance or the Codes that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code it incorporates, but they shall remain in effect, it being the legislative intent that this Ordinance and the Code it incorporates shall stand notwithstanding the invalidity of any part thereof.

SECTION 3. PENALTY-CRIMINAL: any person who violates any provision of this Ordinance or the Codes adopted pursuant to this Ordinance may be guilty of a misdemeanor, and upon conviction thereof, shall be punished as provided in Section 1-3-1 of the Prescott City Code, by a fine not exceeding two thousand five hundred dollars (\$2,500.00) or by imprisonment for not more than six months, or by both such fine and imprisonment, at the discretion of the City judge. Each and every day any such violation continues shall be deemed and considered a separate offense.

SECTION 4. PENALTY-CIVIL: Upon conviction any person who violates any provision of this Ordinance thereof may be punished as provided in Section 1-3-1 of the Prescott City Code and subject to a civil penalty. Each and every day any such violation continues shall be deemed and considered a separate offense.

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

MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

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.

RECITALS:

WHEREAS, the City of Prescott wishes to adopt certain amendments to the *2012 International Energy Conservation Code* in the interests of the health, safety and welfare of the citizens of Prescott; and

WHEREAS, Resolution 4249-1458 establishes “*City of Prescott 2012 International Energy Conservation Code Amendments*” as public records; and, whereas those documents are intended to be adopted by this Ordinance therefore by reference.

ENACTMENTS:

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

SECTION 1. That certain document entitled the “*City of Prescott 2012 International Energy Conservation Code Amendments*”, which document amends and supersedes certain designated sections of the *2012 International Energy Conservation Code* was made a public record by Resolution No. 4249-1458 is hereby adopted by this reference.

SECTION 2. SEVERANCE CLAUSE: The provisions of this Ordinance and the Codes it incorporates are hereby declared to be severable, and if any section, sentence, clause or phrase of this Ordinance or the Codes that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code it incorporates, but they shall remain in effect, it being the legislative intent that this Ordinance and the Code it incorporates shall stand notwithstanding the invalidity of any part thereof.

SECTION 3. PENALTY-CRIMINAL: Any person who violates any provision of this Ordinance or the Codes adopted pursuant to this Ordinance may be guilty of a misdemeanor, and upon conviction thereof, shall be punished as provided in Section 1-3-1 of the Prescott City Code, by a fine not exceeding two thousand five hundred dollars (\$2,500.00) or by imprisonment for not more than six months, or by both such fine and imprisonment, at the discretion of the City judge. Each and every day any such violation continues shall be deemed and considered a separate offense.

SECTION 4. PENALTY-CIVIL: Upon conviction any person who violates any provision of this Ordinance thereof may be punished as provided in Section 1-3-1 and Section 1-3-2 of the Prescott City Code and subject to a civil penalty. Each and every day any such violation continues shall be deemed and considered a separate offense.

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

□□□□

MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

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.

RECITALS:

WHEREAS, the City of Prescott wishes to adopt certain amendments to the *2011 National Electrical Code* in the interests of the health, safety and welfare of the citizens of Prescott; and

WHEREAS, Resolution 4250-1459 establishes the "*City of Prescott 2011 National Electrical Code Amendments*" as public records; and, whereas that document is intended to be adopted by this Ordinance therefore by reference.

ENACTMENTS:

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

SECTION 1. That certain document entitled the "*City of Prescott 2011 National Electrical Code Amendments*", which document amends and supersedes certain designated sections of the *2011 National Electrical Code* was made a public record by Resolution No. 4250-1459 is hereby adopted by this reference.

SECTION 2. SEVERANCE CLAUSE: The provisions of this Ordinance and the Codes it incorporates are hereby declared to be severable; and, if any section, sentence, clause or phrase of this Ordinance or the Codes that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code it incorporates, but they shall remain in effect, it being the legislative intent that this Ordinance and the Code it incorporates shall stand notwithstanding the invalidity of any part thereof.

SECTION 3. PENALTY-CRIMINAL: Any person who violates any provision of this Ordinance or the Codes adopted pursuant to this Ordinance may be guilty of a misdemeanor, and upon conviction thereof, shall be punished as provided in Section 1-3-1 of the Prescott City Code, by a fine not exceeding two thousand five hundred dollars

(\$2,500.00) or by imprisonment for not more than six months, or by both such fine and imprisonment, at the discretion of the City judge. Each and every day any such violation continues shall be deemed and considered a separate offense.

SECTION 4. PENALTY-CIVIL: Upon conviction any person who violates any provision of this Ordinance thereof may be punished as provided in Section 1-3-1 and Section 1-3-2 of the Prescott City Code and subject to a civil penalty. Each and every day any such violation continues shall be deemed and considered a separate offense.

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

MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

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 THEREFOR.

RECITALS:

WHEREAS, the implementation of the 2012 International Fire Code provides a degree of safety to the general public, and includes improvements over the 2006 International Fire Code; and

WHEREAS, the City of Prescott wishes to adopt certain amendments to the 2012 International Fire Code in the interests of the health, safety and welfare of the citizens of Prescott; and

WHEREAS, Resolution No. 4253-1462 establishes the 2012 International Fire Code and that certain document entitled the City of Prescott 2014 Amendments to the International Fire Code as public records; and

WHEREAS, those documents are intended to be adopted by this ordinance therefore by reference.

ENACTMENTS:

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

SECTION 1. THAT certain document entitled the "2012 International Fire Code", as adopted by the International Code Council, Inc., together with all referenced standards therein and together with appendices as all of the same may be amended from time to time, which document was made a public record by Resolution No. 4253-1462 is hereby adopted by this reference.

SECTION 2. 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 which document amends and supersedes certain designated sections of the 2012 International Fire Code, is hereby adopted by this reference.

SECTION 3. SEVERANCE CLAUSE: The provisions of this Ordinance and the Codes it incorporates are hereby declared to be severable, and if any section, sentence, clause or phrase of this Ordinance or the Codes that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code it incorporates, but they shall remain in effect, it being the legislative intent that this Ordinance and the Code it incorporates shall stand notwithstanding the invalidity of any part thereof.

SECTION 4. PENALTY- CRIMINAL: Any person who violates any provision of this Ordinance or the Codes adopted pursuant to this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in Section 1-3-1 of the Prescott City Code. Each and every day any such violation continues shall be deemed and considered a separate offense.

SECTION 5. PENALTY-CIVIL: Any person who violates any provision of this Ordinance shall be guilty of a civil violation and shall be subject to the provisions of Section 1-3-2 of the Prescott City Code for each day that the violation continues.

SECTION 6. DELAYED EFFECTIVE DATE. This Ordinance is effective from and after January 1, 2015.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

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 THEREFOR.

RECITALS:

WHEREAS, the implementation of the 2012 International Wildland-Urban Interface Code provides a degree of safety to the general public, and includes improvements over the 2006 International Wildland-Urban Interface Code; and

WHEREAS, the City of Prescott wishes to adopt certain amendments to the 2012 International Wildland-Urban Interface Code in the interests of the health, safety and welfare of the citizens of Prescott; and

WHEREAS, Resolution No. 4254-1463 establishes the 2012 International Wildland-Urban Interface Code and that certain document entitled the City of Prescott 2014 Amendments to the 2012 International Wildland-Urban Interface Code as public records; and

WHEREAS, those documents are intended to be adopted by this ordinance therefore by reference.

ENACTMENTS:

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

SECTION 1. THAT certain document entitled the "2012 International Wildland-Urban Interface Code", as adopted by the International Code Council, Inc., together with all referenced standards therein and together with appendices as all of the same may be amended from time to time, which document was made a public record by Resolution No. 4254-1463 is hereby adopted by this reference.

SECTION 2. That certain document entitled the City of Prescott 2014 Amendments to the 2012 International Wildland-Urban Interface Code, which was made a public record by Resolution No. 4254-1463 and which document amends and supersedes certain designated sections of the 2012 International Wildland-Urban Interface Code, is hereby adopted by this reference.

SECTION 3. SEVERANCE CLAUSE: The provisions of this Ordinance and the Codes it incorporates are hereby declared to be severable, and if any section, sentence, clause or phrase of this Ordinance or the Codes that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code it incorporates, but they shall remain in effect, it being the legislative intent that this Ordinance and the Code it incorporates shall stand notwithstanding the invalidity of any part thereof.

SECTION 4. PENALTY- CRIMINAL: Any person who violates any provision of this Ordinance or the Codes adopted pursuant to this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in Section 1-3-1 of the Prescott City Code. Each and every day any such violation continues shall be deemed and considered a separate offense.

SECTION 5. PENALTY-CIVIL: Any person who violates any provision of this Ordinance shall be guilty of a civil violation and shall be subject to the provisions of Section 1-3-2 of the Prescott City Code for each day that the violation continues

SECTION 6. DELAYED EFFECTIVE DATE. This Ordinance is effective from and after January 1, 2015.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Community Development

AGENDA ITEM: 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)

Approved By:

Date:

Director:	Guice, Tom	09/15/2014
City Manager:	McConnell, Craig	09/16/2014

Item Summary

This is a request to rezone a parcel containing a building presently housing a commercial day care business from multifamily to commercial. Operation of the day care center was a permitted use under the previous zoning code by way of a Conditional Use Permit granted in 1992. Rezoning would allow other commercial uses to occupy the site in the future.

Background

The applicant has requested BG zoning to match the zoning of the commercial properties to the west. The area also has Business Regional, Residential Office (RO) and Neighborhood Oriented Business (NOB) districts nearby. The site is identified as commercial on the 2003 General Plan Land Use Map. The proposed rezoning to a commercial zoning district will be compatible with the General Plan.

Site Design

The site has an existing building, fenced outdoor play area for the day care use, and provisions for at least 18 parking spaces. The parking lot is paved but not lighted. Any future lighting must be Dark Sky-compliant per the Land Development Code (LDC). The building and parking lot are surrounded by landscaping that meets or exceeds LDC requirements. Access to the site is from Whipple Street via a paved driveway.

The site and building could accommodate a number of office or light retail uses without significant modification. Future use as general or medical office has been mentioned by the applicant.

Agenda Item: 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)

Impacts on Adjacent Properties

A consideration of any rezoning request is the potential adverse impact on adjacent or nearby property owners. The nearby uses include commercial offices and retail buildings to the west, a church to the east, senior and market rate apartments to the south and southeast, and several single-family homes to the north. The area has a broad mix of uses, with no particular use predominating. The two residentially zoned parcels on the north side of Whipple Street are already nearly surrounded by commercial zoning and uses. It can be expected that rezoning to a commercial zoning district will be sought for those two parcels in the future. As noted above, the General Plan identifies the area as commercial, therefore, it is reasonable to expect nearby parcels to seek rezoning to a commercial zoning.

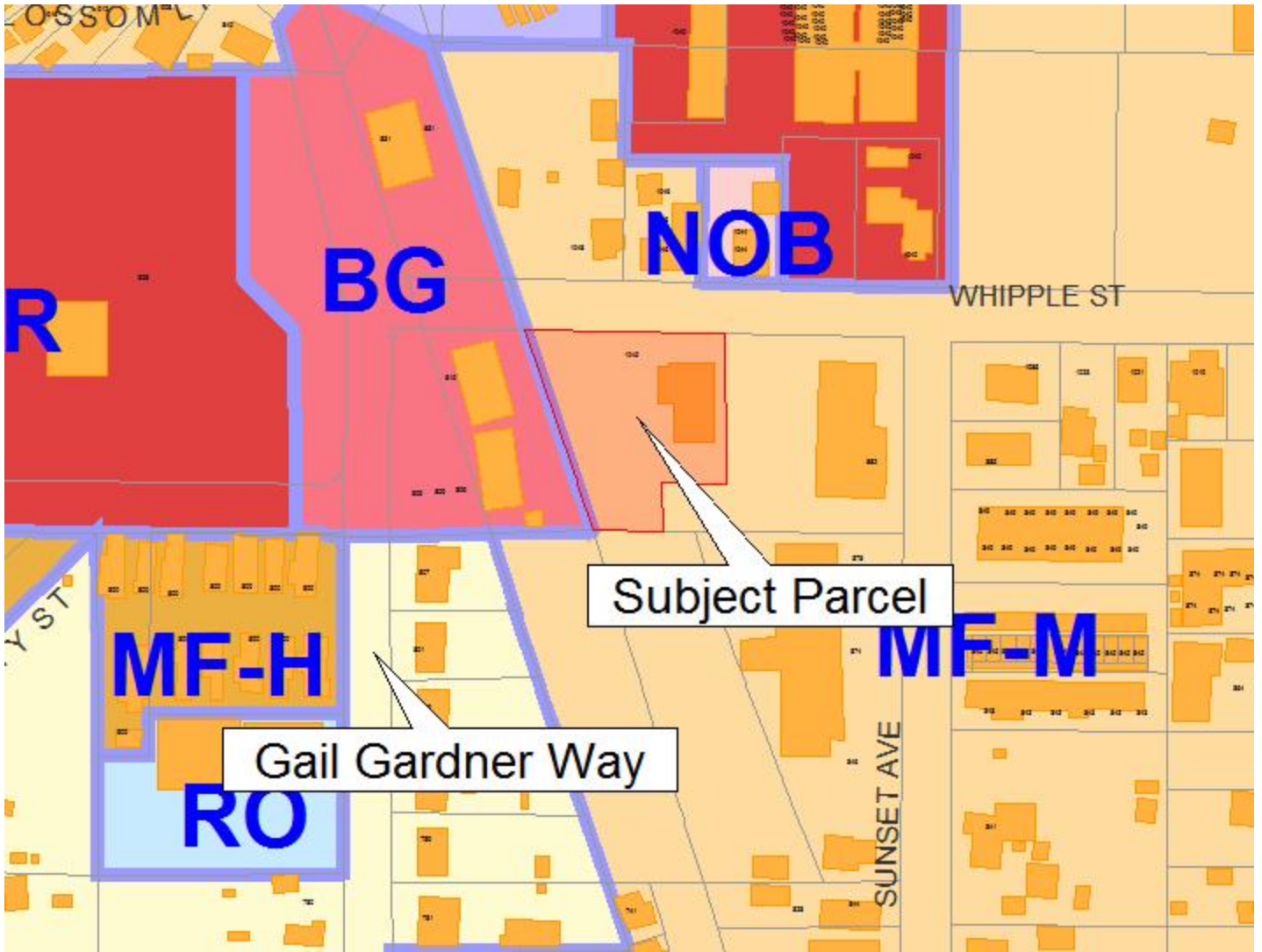
Planning and Zoning Commission Action

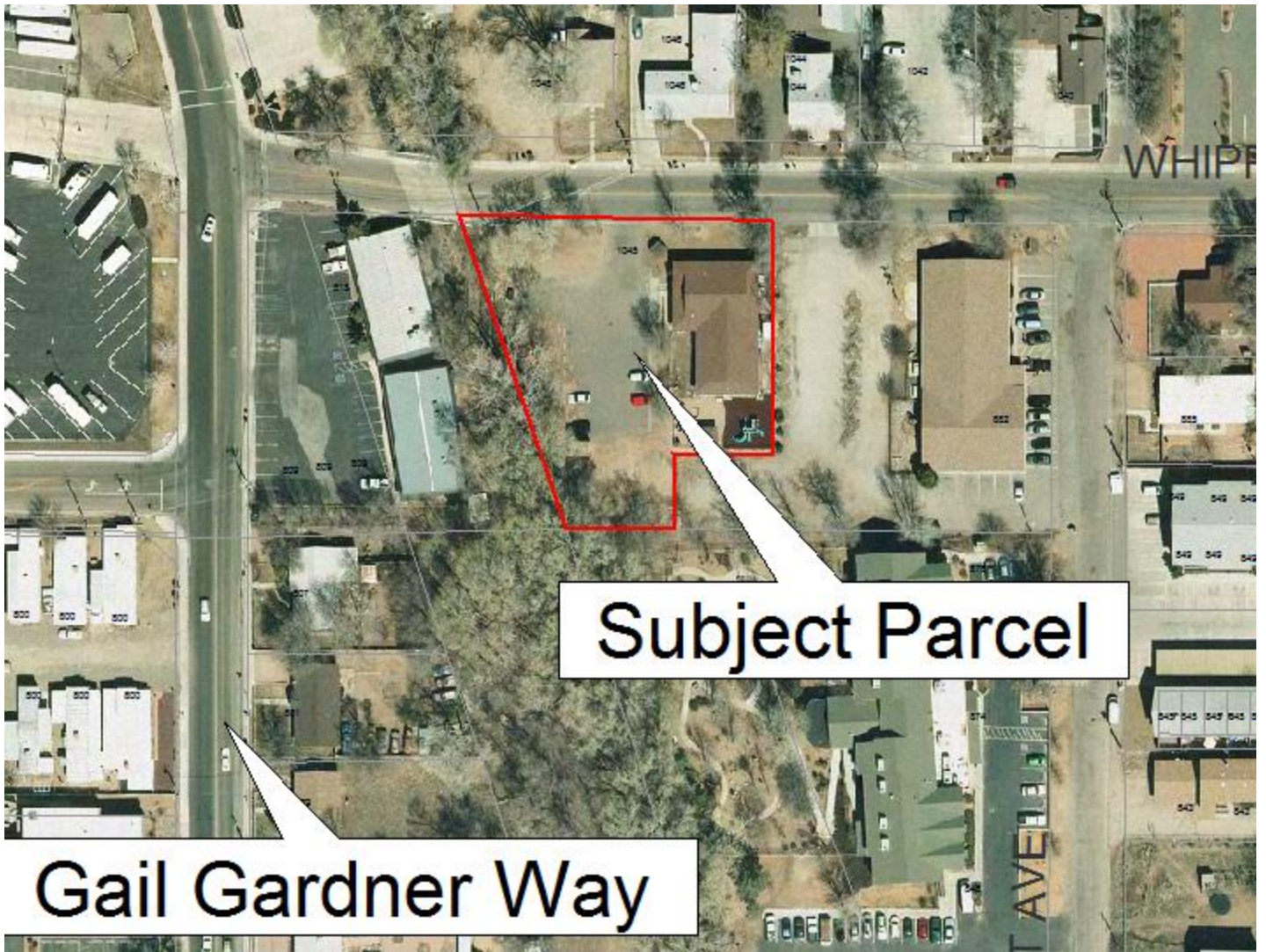
At their August 14, 2014, meeting, the Planning And Zoning Commission voted unanimously to recommend approval of this request.

Attachments

1. Vicinity and Zoning Map
2. Aerial vicinity map

Recommended Action: **MOVE** to approve RZ14-001 amending the zoning of 1045 Whipple Street from Multifamily Medium (MF-M) to Business General (BG).





MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Community Development

AGENDA ITEM: 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)

Approved By:

Date:

Director:	Guice, Tom	09/16/2014
City Manager:	McConnell, Craig	09/16/2014

Item Summary

This IGA is to contract with NACOG to perform administrative functions of the City's CDBG Program under direction of the Community Development Department. This function was previously performed by a City employee.

Background

The City has traditionally had an employee responsible for the administrative functions of the CDBG Program. The administrator position was made part-time several years ago as a result of efficiencies implemented by the Community Development Department. When the employee holding that position left employment, the job was re-evaluated. As an alternative, contact was also made with NACOG to gauge their interest in contracting with the City to provide the program administration. NACOG responded favorably.

NACOG handles CDBG programs for a number of small cities throughout northern Arizona. Those programs are different than Prescott's program due to our status as an Entitlement Community. In this case, Entitlement means that Prescott receives funding directly from the U.S. Department of Housing and Urban Development (HUD) rather than through the state. While some aspects of an Entitlement program differ from those funded by state pass-through funds, the principal tasks are the same, and their extensive experience qualifies NACOG to handle administration for Prescott.

Agenda Item: 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)

The IGA provides for NACOG to handle preparation and monitoring of sub-recipient contracts, preparation of necessary reports, assistance with HUD interactions, and assistance with compiling the Annual Action Plan (the annual CDBG budget). Higher level planning functions such as preparation of the 5-year Consolidated Plan will be handled by Community Development Department, as will overall supervision of the Program, as required by our Entitlement Community status with HUD.

Financial Impact

Pursuant to Paragraph 3 and Exhibit "B" of the IGA, the City will pay NACOG a fixed amount of \$2,500.00 per month, or an estimated total of \$22,500.00 for the remaining nine (9) months of the current fiscal year (FY14-15). An additional \$2,500.00 has been included in the contract not-to-exceed amount of \$25,000.00 in the event any additional services are needed. The source is the annual federal CDBG allocation. The annual rate of \$30,000.00 will be considerably less than the personnel expense (\$49,300.00) of the prior in-house function.

Attachments

1. Resolution No. 4257-1466
2. IGA
3. Exhibit A – Scope of Work
4. Exhibit B – Schedule of Compensation
5. Exhibit C – Lobbying Certification

Recommended Action: MOVE to adopt Resolution No. 4257-1466.

RESOLUTION NO. 4257-1466 _____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PRESCOTT AND NORTHERN ARIZONA COUNCIL OF GOVERNMENTS.

RECITALS:

WHEREAS, the City of Prescott ("Prescott") has the authority pursuant to its Charter, A.R.S. §9-240 and §11-952 to enter into intergovernmental agreements ("IGA's") for purposes of carrying out its responsibilities and to provide for the joint exercise of any powers common to public entities; and

WHEREAS, Prescott participates in the Community Development Block Grant ("CDBG") program and receives annual funding from the U.S. Department of Housing and Urban Development; and

WHEREAS, Prescott requires administration services for its CDBG program; and

WHEREAS, the Northern Arizona Council of Governments ("NACOG") has the experience and ability to diligently provide professional services necessary to administer the City's CDBG program in a cost effective and efficient manner; and

WHEREAS, it is in both governmental parties' interests to enter into an agreement for NACOG to provide such services to Prescott.

ENACTMENTS:

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

Section 1. That Prescott hereby approves the IGA with NACOG to provide professional services necessary to administer the City's CDBG program.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the IGA between Prescott and NACOG and to take any and all steps deemed necessary to accomplish the above.

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

CITY OF PRESCOTT CONTRACT NO. 2015-045

**INTERGOVERNMENTAL AGREEMENT
FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM ADMINISTRATION SERVICES
City of Prescott
Northern Arizona Council of Governments**

This Intergovernmental Agreement for Community Development Block Grant (CDBG) Program Administration Services ("IGA") is entered into this ____ day of _____, 2014, by and between the CITY OF PRESCOTT, a municipal corporation of Arizona (hereinafter the "City"), and the Northern Arizona Council of Governments, an Arizona nonprofit membership corporation ("NACOG").

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 Project Description. The CITY participates in the Community Development Block Grant ("CDBG") program and receives annual funding from the U.S. Department of Housing and Urban Development ("HUD"). NACOG shall provide professional services necessary to administer the City's CDBG program as set forth in the "Scope of Services" attached hereto as Exhibit "A", which is attached hereto and incorporated herein by this reference. NACOG warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

2. PERFORMANCE OF SERVICES

2.2 Term of IGA. This IGA shall commence on September 9, 2014 and shall expire on June 30, 2015, unless terminated earlier pursuant to Article 4 of this Agreement. Additionally, there shall be two one-year options to renew the Agreement in FY 2015-2016 and FY 2017-2018 with the mutual written consent of both parties.

2.3 Schedule of Work. Upon receipt of written Notice to Proceed from the City, NACOG shall perform with due diligence the services requested by the City. Time is of the essence in this Agreement.

2.4 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, regulations, statutes, rules and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

2.5 Licenses, Permits, Fees and Assessments. NACOG shall obtain in its sole cost and expenses such licenses, permits and approvals as may be required by law for the performance of the services required by this IGA.

2.6 Inspection and Final Acceptance. The City may inspect and accept or reject any of NACOG's work under this IGA, either during performance or when completed. The City shall reject or finally accept NACOG's work within forty-five (45) days after submitted to the City. City's shall accept the work by a timely, written acceptance, otherwise the work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud or gross mistakes as amount to fraud. Acceptance of any work by the City shall not constitute waiver of any of the provisions of this IGA including, but not limited to the provisions pertaining to indemnification and insurance.

3. COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this IGA, the City agrees to compensate NACOG in an amount not to exceed Twenty-Five Thousand dollars (\$25,000) in FY 14-15 CDBG funds.

3.2 Invoices. NACOG shall submit monthly invoices for the work completed in the previous month. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents.

The City shall independently review each invoice submitted by NACOG to determine the work performed and expenses incurred are in compliance with the provisions of this IGA. Except as to any charges for work performed or expenses incurred by NACOG which are disputed by the City, the City agrees to authorize payment for all undisputed invoice amounts within thirty (30) days of receipt of each invoice. In the event any charges or expenses are disputed by the City, the original invoice shall be returned by the City to NACOG for correction and resubmission.

3.3 Additional Services. The City may request additional specified work under this IGA. All such work must be authorized in writing by the City's Contract Officer prior to commencement. NACOG shall perform such services, and the City shall pay for such additional services in accordance with NACOG's Schedule of Compensation, which is attached hereto as Exhibit "B" and made a part hereof by this reference. The schedule of hourly rates shall be in effect through the end of this IGA, and any renewal terms as provided in Paragraph 2.2 above.

4. COORDINATION OF WORK

4.1 NACOG Representative. Isabel Rollins is hereby designated as being the representative of NACOG authorized to act on its behalf with respect to the work and services specific herein and to make all decisions in connection herewith. All personnel of NACOG and any authorized agents shall be under the exclusive direction of the

NACOG representative. NACOG shall make every reasonable effort to maintain the stability and continuity of its staff and subcontractors, and shall keep the City informed of any changes.

4.2 Contract Officer. The Community Development Director is hereby designated as the representative of the City authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection herewith ("Contract Officer"). The City Manager of the City shall have the right to designate another Contract Officer by providing written notice to NACOG.

4.3 Prohibition Against Subcontracting or Assignment. NACOG shall not contract with any other entity to perform in whole or in part the work or services required hereunder without the express written consent of the City. Neither this IGA for any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have control over the manner, mode or means by which NACOG, its agents or employees, perform any of the work or services required hereunder, except as otherwise set forth in this IGA. NACOG shall perform all work and services herein as an independent contractor of the City with only such obligations as are consistent with that role. NACOG shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City, or that it is a member of a joint enterprise with the City.

5. INDEMNIFICATION AND INSURANCE

5.1 Indemnification and Release. To the maximum extent permitted by law, NACOG hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents (collectively, "Indemnitees"), from any and all claims, liabilities, expenses or lawsuits as a result of the NACOG's negligent acts, errors, or omissions, pursuant to this IGA, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. With respect to any and all such Claims, NACOG shall defend Indemnitees at NACOG's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. NACOG shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. NACOG's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by NACOG or Indemnitees. All duties of NACOG under this Section shall survive termination of this Agreement. NACOG 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 NACOG has or may have against the City, its agents or employees, arising out of or in any way connected with

the NACOG's activities as set forth herein, other than those acts which occur due to the negligence of the City, its employees or agents.

5.2 Insurance. NACOG shall obtain and maintain in effect during the term of, and until final acceptance of all work under this IGA, a policy or policies of liability insurance with the following coverage:

5.2.1

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 IGA 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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5.2.2 City and NACOG 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 hereunder.

5.2.3 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.

5.2.4 Prior to commencing work under this Agreement, NACOG 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.

5.2.5 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.

5.2.6 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.

5.2.7 Verification of Coverage: NACOG 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.

5.2.8 At all times during the term of this Agreement, NACOG shall maintain on file in its offices, and available for City inspection upon reasonable request, both a copy of the entire policy and a certificate of insurance showing that the aforesaid policies are in effect in the required amounts.

5.2.9 The insurance provided by NACOG shall be primary to any coverage available to the City. The insurance policies (other than workers compensation and professional liability) shall include provisions for waiver of subrogation.

6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 Records. Pursuant to 24 C.F.R. Section 85.36(i)(10), NACOG shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, cancelled checks, reports, studies or other documents related to the disbursements charged by the City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this IGA and enable the Contract Officer to evaluate the performance of such services. Pursuant to 24 C.F.R. Section 85.36(i)(11), NACOG shall keep such books and records for a period of five years following completion of the services hereunder. At such times as the Contract Officer, the State of Arizona, HUD and/or Comptroller General of the United States

("Comptroller") may deem necessary, they shall have full and free access to such books and records at all times during normal business hours, including the right to inspect, copy, audit and make records and transcripts of such books and records.

6.2 Reports. NACOG shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this IGA or as the Contract Officer shall require.

6.3 Ownership of Documents and Work Product. All final documents, plans, specifications, reports, information, data, exhibits, photographs, images, video files and media created or developed by NACOG pursuant to this IGA ("Written Products") shall be and remain the property of the City without restriction or limitation upon its use, duplication or dissemination by the City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. NACOG shall not obtain or attempt to obtain copyright protection as to any Written Products. NACOG hereby assigns to the City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the City pursuant to the paragraph directly above this one. NACOG warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this IGA, and that the City has full legal title to and the right to reproduce the Written Products. NACOG shall defend, indemnify and hold the City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Written Products is violating Federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. NACOG shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this IGA. In the event the use of any of the Written Products or other deliverables hereunder by the City is held to constitute an infringement and the use of any of the same is enjoined, NACOG shall, at its expense: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this IGA. This covenant shall survive the termination of this IGA. Upon termination, abandonment or suspension of the work and services hereunder, NACOG shall deliver to the City all Written Products and other deliverables related to the work and services without additional cost or expense to the City. If NACOG prepares a document on a computer,

NACOG shall provide City with said document both in a printed format and in an electronic format that is acceptable to the City.

7. DISPUTES, DEFAULT AND TERMINATION

7.1 Disputes. In the event of dispute arising under this Agreement, NACOG shall notify the City promptly in writing of NACOG's contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, NACOG shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of NACOG's rights to make a claim, provided it has notified the City in writing as above stipulated.

7.2 Default. Default shall consist of any failure by the NACOG to perform under this IGA or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the NACOG as a part of this IGA.

7.3 Remedies. In the event that NACOG is in default under the terms of this IGA, the City shall not have any obligation or duty to continue compensating NACOG for any work performed after the date of the default. Instead, the City may give notice to NACOG of the default and the reasons for the default. The notice shall include the timeframe in which NACOG must cure the default. The timeframe is presumptively thirty (30) days, but may be extended by the Contract Officer if circumstances warrant. During the period of time that NACOG is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If NACOG does not cure the default, the City may take necessary steps to terminate this IGA.

7.4 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this IGA, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this IGA. Except with respect to the rights and remedies expressly declared to be exclusive in this IGA, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights and remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.5 Termination for Convenience. The City may terminate this IGA without cause and for convenience of the government at any time upon thirty (30) days' written notice to NACOG. NACOG may terminate this IGA without cause upon sixty (60) days' written notice to the City. Upon receipt of written notice to terminate by NACOG, NACOG shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. NACOG shall be entitled to compensation for all services rendered prior to effective date of the termination by the City and for all services authorized by the Contract Officer thereafter. In the event of a termination by

NACOG, NACOG shall be entitled to compensation only for the reasonable value of the work performed as of the termination date.

7.6 Termination for Cause. The City may terminate this IGA for cause due to the failure of NACOG to fulfill its obligations under this IGA and after NACOG has failed to cure any default within the cure period provided in Paragraph 7.3 above. After such termination, the City may take over the work and prosecute the same to completion by contract or otherwise, and NACOG shall be liable to the extent that the total stipulated cost for completion of services required hereunder exceeds the compensation herein stipulated (provided that the City uses reasonable efforts to mitigate such damages), and the City may withhold payments to NACOG for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.7 Termination for Lack of Funding. If federal funding for this project is terminated and no other funding is available for continuation of this work hereunder, the City will not be obligated to continue funding for the services contained in this IGA and may terminate the IGA.

7.8 Legal Action. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this IGA shall be controlled by and construed under the laws of the State of Arizona. Venue for any such action relating to this IGA shall be in the Yavapai County Superior Court.

7.9 Waiver of Jury Trial. The parties hereto expressly covenant and agree that in the event of a dispute arising from this IGA, 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. NACOG further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this IGA.

7.10 Attorneys' Fees. 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.

8. COMPLIANCE WITH LAWS AND REGULATIONS

8.1 CDBG Regulations. NACOG agrees to comply with the requirements of Part 570 of Title 24 of the Code of Federal Regulations, which states the U.S. Department of Housing and Urban Development's regulations concerning CDBG, and all federal regulations and policies issued pursuant to these regulations.

8.2 Fair Employment Practices/Equal Opportunity Acts. In the performance of this Agreement, NACOG shall comply with all applicable provisions of the equal

employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.*), and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*).

8.3 Labor Standards and Civil Rights. NACOG agrees to comply with the requirements of the Secretary of Labor and the latest amendments to: Executive Orders 11246 and 11375, as supplemented in Department of Labor regulations (41 C.F.R. chapter 60); the Copeland "Anti-Kickback" Act (18 U.S.C. 847) as supplemented in Department of Labor regulations (29 C.F.R. part 3); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701 *et seq.*); Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000); Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 *et seq.*). NACOG agrees to comply with the requirements of all other applicable Federal, state and local laws and regulations.

8.4 Environmental Conditions. Pursuant to 24 C.F.R. Section 85.36(i)(13), NACOG agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

8.5 City Tax License. To the extent required by Prescott City Code, NACOG shall obtain and maintain a City transaction privilege tax license prior to commencing the services specified in this IGA.

8.6 Lobbying Certification. The Federal Lobbyist Requirements Certification is attached hereto as Exhibit "C" and incorporated herein by this reference. NACOG shall complete and file this Certification with the City. The provisions of this sub-paragraph must be included in any contract NACOG enters into with any and all of its sub-contractors who provide services under this IGA or any sub-contract.

8.7 Conflicts of Interest. NACOG agrees, on behalf of itself, and its members, officers, employees and agents and their families, not to accept any employment or representation or otherwise obtain a financial interest or benefit during the term of this IGA or within twelve (12) months after completion of the work under this IGA which is or may likely make NACOG "financially interested" in any decisions made by City on any matter in connection with which NACOG has been retained pursuant to this IGA. NACOG shall comply with all applicable federal, State, and County laws and regulations governing conflict of interest including but not limited to 24 CFR Part 570.611 and 24 CFR Part 85, Section 85.36(b).

NACOG shall take appropriate steps to assure compliance with the above paragraph, and will incorporate the following provision into every subcontract:

Interest of Subcontractor and Employees. The Subcontractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any

personal financial interest, direct or indirect, in this contract. Any interest on the part of the Subcontractor or his employees must be disclosed to the Recipient and the City, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area."

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

8.8 Contractor Immigration Warranty. NACOG 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, NACOG hereby warrants to the City that NACOG 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 Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject the contractor to penalties up to and including termination of this IGA at the sole discretion of the City.

The City retains the legal right to inspect the papers of any NACOG or Sub-contractors employee who works on this IGA to ensure that NACOG or Sub-contractor is complying with the Contractor Immigration Warranty. NACOG 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 NACOG and any of Sub-contractors to ensure compliance with the Contractor Immigration Warranty. NACOG agrees to assist the City in regard to any random verification performed.

Neither NACOG nor any Sub-contractor shall be deemed to have materially breached the Contractor Immigration Warranty if NACOG 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 Paragraph must be included in any contract NACOG enters into with any and all of its Sub-contractors who provide services under this IGA 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.

9. MISCELLANEOUS

9.1 Titles. The titles used in this IGA are for general reference only and are not part of the Agreement.

9.2 Entire Agreement. This IGA, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the City and NACOG and supersedes all prior negotiations, representations or agreements, either written or oral.

9.3 Amendment/Integration. Except as described below, this IGA may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties. The City may, at its discretion, amend this IGA to conform to Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this IGA, such modifications shall be incorporated only by written amendments signed by both parties. 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. 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.

9.4 Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this IGA shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the IGA or who drafted that portion of the IGA. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

9.5 Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this IGA shall not be a waiver of any other condition of performance under this IGA. In no event shall the making by the City of any payment to NACOG constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of NACOG, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9.6 Severability. In the event any provision of this IGA shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

9.7 Notice. Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

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:

Community Development Director
City of Prescott
201 South Cortez
Prescott, Arizona 86301

Isabel Rollins
Northern Arizona Council of Governments
PO Box 2451
Prescott, Arizona 86302

9.8 Degree of Care. NACOG shall exercise the same degree of care, skill and diligence in the performance of the work and services hereunder as is ordinarily possessed and exercised by a professional under similar circumstances.

9.9 Third Party Beneficiaries. Nothing in this IGA shall be construed to give any rights or benefits to anyone other than City and NACOG.

9.10 Authority. The persons executing this IGA on behalf of the parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this IGA on behalf of the party, (iii) by so executing this IGA, such party is formally bound to the provisions of this IGA, and (iv) the entering into this IGA does not violate any other agreement to which said party is bound.

9.11 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.

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

Marlin D. Kuykendall, Mayor

ATTEST:

□□□□□□□□□□□□□□□□ _____

Dana R. DeLong, City Clerk

APPROVED AS TO FORM

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

Jon Paladini
City Attorney for Prescott

IN WITNESS WHEREOF, NACOG does hereby execute this IGA as of the date first above written.

Chris Fetzer
NACOG Executive Director

EXHIBIT “A”
SCOPE OF SERVICES

NACOG will provide technical assistance for the administration and implementation of the City’s Community Development Block Grant (CDBG) projects and activities:

1. File set-up and maintenance of required records.
2. Maintain files for active projects.
3. Develop subrecipient agreements.
4. Conduct subrecipient monitoring.
5. Assist subrecipients on an ongoing basis to ensure contract compliance.
6. Assist with materials and contractor procurements as needed.
7. Assist with Labor Standards compliance.
8. Develop funding requests.
9. Respond to HUD requests for information.
10. Complete quarterly reports.
11. Assist with development of contracts / agreements.
12. Develop contract amendments, as necessary.
13. Perform accounting and fiscal accountability according to federal standards and generally accepted accounting principles for projects and programs.
14. Assist the City staff during audits of the CDBG program by HUD.
15. Oversee on-site HUD monitoring visits; respond or assist with responses to monitoring visit follow-up letters.
16. Assist with completion of the annual CAPER report.

EXHIBIT “B”
SCHEDULE OF COMPENSATION

- 1. SOURCE OF FUNDS:** FY 2014-15 Community Development Block Grant (CDBG) funds.
- 2. COMPENSATION TYPE:** Monthly Fixed Rate of \$2,500/month.
- 3. PAYMENT METHOD:** Payments shall be made on a net 30-day basis upon proper submission of an invoice.
- 4. ADDITIONAL SERVICES:** NACOG shall be reimbursed for direct expenses incurred during the course of performing additional services. Reimbursable expenses shall include services not covered by the scope of work (Exhibit “A”). Such additional services must receive prior approval by the City of Prescott. Services will be billed and reimbursed at a rate of \$75.00 per hour, plus ancillary expenses such as postage, reproduction and copy costs, and preapproved travel expenses.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT		PR/AWARD NUMBER AND / OR PROJECT NAME	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
SIGNATURE		DATE	

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: 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)

Approved By:

Date:

Director:	Miller, Stephanie	09/12/2014
City Manager:	McConnell, Craig	09/15/2014

Item Summary

This item will award the bid and contract for repairs to the final cap and improvements to the stormwater control system at the Sundog Landfill, including all earthwork, associated drainage controls, and appurtenances.

Background

The City owns a landfill that served Prescott and the surrounding area between the 1930s and 1998, when it became inactive. The landfill occupies approximately 55 acres and is located on the south side of Prescott Lakes Parkway at Sundog Ranch Road. The Arizona Department of Environmental Quality (ADEQ) determined that the landfill meets the 40 Code of Federal Regulations (CFR) part 258 small landfill exemption criteria, pursuant to 40 CFR 258.1(f)(1), and the landfill was officially closed on February 21, 2002.

Post-closure activities are identified in the final closure plan, and categorized as monitoring and maintenance, dictated in part by Federal Regulation CRF 258.61 and ADEQ requirements. Post-closure activities began when the landfill was closed and must continue for approximately 30 years following closure of the entire site.

Since the official closure, the Solid Waste Division, with assistance of the Street Maintenance Division, has maintained the landfill cap, side slopes, storm water drainage ditches, groundwater monitoring sites, access road, drainage ditch, and offsite drainage channel by addressing immediate needs. However, over the years the landfill's natural settlement, coupled with wind and water erosion, have caused the final cap's grades and slopes to fall outside of the specifications approved by ADEQ in the City's final closure plan.

In 2012, the City entered into a design contract with TetraTech for plans and

Agenda Item: 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)

specifications for repairs to the landfill cap. Based on the design, a competitive bid process was conducted for the cap repairs. Bids were opened on December 5, 2013, but were rejected since the low bid exceeded the Division's budgeted funds by \$264,428.49, or 47%. The results of the subsequent competitive bid process are provided below.

Bid Results

A mandatory pre-bid meeting was held on August 8, 2014, and four bids were received on August 28, 2014, as follows:

Bidder	Location	Total Bid Including Alternates
Earth Resources Corp.	Dewey, AZ	\$1,049,941.38
Fann Contracting, Inc.	Prescott, AZ	\$1,479,016.15
CLM Earthmovers, LLC	Prescott, AZ	\$1,687,209.85
Capital Improvements, LLC	Prescott, AZ	\$1,684,318.75

Engineer's Estimate \$1,003,123.30

The Department recommends award to Earth Resources Corporation, the lowest, responsive, responsible bidder. Written confirmation of their bid has been received, and verification of the company's license, bonding, references, and past performance of similar projects has been completed.

Schedule

The contract allows eight weeks (40 days) for completion of the work with project milestones listed below:

Award of Contract	October 14, 2014
Pre-Construction Meeting	November 4, 2014
Notice to Proceed (NTP)	November 11, 2014
Project Completion	December 30, 2014

Financial Impact

Funding of \$1,049,941.38 for this budgeted FY15 project is available in the Solid Waste Fund.

Recommended Action: **MOVE** 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).

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Recreation Services / Field and Facilities Services

AGENDA ITEM: 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 ADSPO14-063237 pricing in the total amount of \$47,488.23 (Vehicle Replacement Fund)

Approved By:		Date:
Recreation Services Director:	Baynes, Joe	09/11/2014
Field and Facilities Director:	Miller, Stephanie	09/11/2014
City Manager:	McConnell, Craig	09/17/2014

Item Summary

The Recreation Services Department, working in conjunction with the Field and Facilities Services Department Fleet Services Division, is requesting authorization to purchase two new pickups to replace two pickups that have met the City's criteria for replacement. The two 2015 Ford F350 regular cab XL 4x4s pickups are being purchased from Peoria Ford, Peoria, Arizona, using State of Arizona Contract ADSPO14-063237.

Background

The Fleet Services Division replaces aging vehicles used in park operations which are at or are approaching 100,000 miles, have reached the end of their useful lives, and are becoming mechanically unreliable. The Recreation Services Department utilizes pickups as part of its daily operations, traveling to numerous trails, parks, and lakes throughout the City and for hauling equipment such as lawn mowers, boats, tractors, etc.

The replacement for Vehicle No. 822 will be outfitted with skid plates. This truck is primarily used for trail building and maintenance. The other truck replaces Vehicle No. 857, primarily used to service landscaped rights-of-ways located throughout Prescott, which requires hauling equipment and materials to each location. This truck will also include a snow plow-ready package so that it can be equipped with a plow and serve multiple functions when necessary.

Agenda Item: 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 ADSPO14-063237 pricing in the total amount of \$47,488.23 (Vehicle Replacement Fund)

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

No.	Year	Description	Miles	Repair Costs to Date
822	1996	Dodge Ram 1500 ½ ton pickup	104,971	\$11,071
857	1997	Ford F250 4x2 pickup	126,308	\$21,573

Financial Impact

FY15 funding of \$62,500.00 for these budgeted items is available in the Vehicle Replacement Fund.

Attachments

1. Peoria Ford quotes dated August 21, 2014, and September 2, 2014.

Recommended Action: MOVE to approve the purchase of two (2) ea. 2015 Ford F350 regular cab 4x4 pickup trucks from Peoria Ford using State of Arizona Contract ADSPO14-063237 pricing in the total amount of \$47,488.23.



AZ Contract #: ADSP014-063237

City of Prescott

8/21/2014

Color: TBD at time of PO

Replacing #822

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	F3B	2015 F350 Reg Cab XL 4x4 6.2L Gas	\$22,058.02
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Taxable Total:			\$22,058.02
Sales Tax:		Sales Tax if applicable Peoria 8.1%	\$1,786.70
Warranty Cost:			\$0.00
Tire Tax:			\$5.00
Freight			\$0.00
Total Per Unit:			\$23,849.72

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.#: _____

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Vehicle Profile

2015 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

Powertrain

6.2L V-8 SOHC SMPI 16 valve engine with variable valve control * 157 amp alternator * 650 amp 72 amp hours (Ah) HD battery with run down protection * Transmission oil cooler * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with manual transfer case shift, manual locking hubs * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Firm ride suspension, with AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll * Mono-beam non-independent front suspension * Front anti-roll bar * Front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * HD rear leaf springs * HD rear shocks * Front and rear 17.0" x 7.50" argent steel wheels with hub covers * LT245/75SR17.0 BSW AS front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st row overhead airbag * Front height adjustable seatbelts * SecuriLock immobilizer

Comfort and Convenience

Air conditioning * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * Manual tailgate/rear door lock * 2 12V DC power outlets * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Manual front windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights * Glove box, front cupholder, instrument panel bin, dashboard storage * Upfitter switches

Seating and Interior

Seating capacity of 3 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * Vinyl faced front seats with vinyl back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

Exterior Features

2 skid plates, side impact beams, front license plate bracket, fully galvanized steel body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 2 doors with tailgate rear cargo door * Class V trailering, trailer harness, trailer hitch, brake controller, trailer sway control * Driver and passenger manual

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 7/1/2014

Exterior Features (Continued)

black folding manual extendable trailer outside mirrors * Front and rear black bumpers, with front tow hooks rear step
* Aero-composite halogen headlamps * Additional exterior lights include pickup cargo box light, underhood light *
Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	316 hp @ 4,179 rpm	Torque	397 lb.-ft. @ 4,179 rpm
1st gear ratio	3.974	2nd gear ratio	2.318
3rd gear ratio	1.516	4th gear ratio	1.149
5th gear ratio	0.858	6th gear ratio	0.674
Reverse gear ratio	3.128	Curb weight	6,463 lbs.
GVWR	10,400 lbs.	Front	4,400 lbs.
Rear GAWR	6,290 lbs.	Payload	4,060 lbs.
Front curb weight	3,751 lbs.	Rear curb weight	2,712 lbs.
Front axle capacity	6,000 lbs.	Rear axle capacity	7,280 lbs.
Front spring rating	4,400 lbs.	Rear spring rating	7,000 lbs.
Front tire/wheel capacity	6,390 lbs.	Rear tire/wheel capacity	6,390 lbs.
Towing capacity	12,500 lbs.	5th-wheel towing capacity	12,500 lbs.
Front legroom	41.1 "	Front headroom	40.7 "
Front hiproom	67.6 "	Front shoulder room	68.0 "
Passenger area volume	65.9 cu.ft.	Length	227.6 "
Body width	79.9 "	Body height	80.0 "
Wheelbase	137.0 "	Cab to axle	56.3 "
Front track	68.3 "	Rear track	67.2 "
Turning radius	23.1 '	Fuel tank	35.0 gal.
Exterior cargo length	98.0 "	Exterior cargo minimum width	50.9 "
Exterior cargo volume	77.3 cu.ft.	Exterior cargo pickup box depth	20.0 "
Exterior cargo maximum width	69.3 "		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information
Reference CT05209861 7/1/2014

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Standard Equipment

2015 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

Powertrain

6.2L V-8 SOHC SMPI 16 valve engine with variable valve control * 157 amp alternator * 650 amp 72 amp hours (Ah) HD battery with run down protection * Transmission oil cooler * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with manual transfer case shift, manual locking hubs * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Firm ride suspension, with AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll * Mono-beam non-independent front suspension * Front anti-roll bar * Front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * HD rear leaf springs * HD rear shocks * Front and rear 17.0" x 7.50" argent steel wheels with hub covers * LT245/75SR17.0 BSW AS front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st row overhead airbag * Front height adjustable seatbelts * SecuriLock immobilizer

Comfort and Convenience

Air conditioning * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * Manual tailgate/rear door lock * 2 12V DC power outlets * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Manual front windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights * Glove box, front cupholder, instrument panel bin, dashboard storage

Seating and Interior

Seating capacity of 3 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * Vinyl faced front seats with vinyl back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

Exterior Features

Side impact beams, front license plate bracket, fully galvanized steel body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 2 doors with tailgate rear cargo door * Class V trailering, trailer harness, trailer hitch, trailer sway control * Driver and passenger manual black folding manual extendable trailer outside mirrors * Front and rear black bumpers, with front tow hooks rear step *

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 7/1/2014

Exterior Features (Continued)

Aero-composite halogen headlamps * Additional exterior lights include pickup cargo box light, underhood light *
Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	316 hp @ 4,179 rpm	Torque	397 lb.-ft. @ 4,179 rpm
1st gear ratio	3.974	2nd gear ratio	2.318
3rd gear ratio	1.516	4th gear ratio	1.149
5th gear ratio	0.858	6th gear ratio	0.674
Reverse gear ratio	3.128	Curb weight	6,423 lbs.
GVWR	10,400 lbs.	Front GAWR	4,400 lbs.
Rear GAWR	6,290 lbs.	Payload	4,060 lbs.
Front curb weight	3,732 lbs.	Rear curb weight	2,691 lbs.
Front axle capacity	6,000 lbs.	Rear axle capacity	7,280 lbs.
Front spring rating	4,400 lbs.	Rear spring rating	7,000 lbs.
Front tire/wheel capacity	6,390 lbs.	Rear tire/wheel capacity	6,390 lbs.
Towing capacity	12,500 lbs.	5th-wheel towing capacity	12,500 lbs.
Front legroom	41.1 "	Front headroom	40.7 "
Front hiproom	67.6 "	Front shoulder room	68.0 "
Passenger area volume	65.9 cu.ft.	Length	227.6 "
Body width	79.9 "	Body height	80.0 "
Wheelbase	137.0 "	Cab to axle	56.3 "
Front track	68.3 "	Rear track	67.2 "
Turning radius	23.1 '	Fuel tank	35.0 gal.
Exterior cargo length	98.0 "	Exterior cargo minimum width	50.9 "
Exterior cargo volume	77.3 cu.ft.	Exterior cargo pickup box depth	20.0 "
Exterior cargo maximum width	69.3 "		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209861 7/1/2014

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Selected Options

2015 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

Vehicle Snapshot

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fue
Transmission: TorqShift 6-Speed Automatic
Rear Axle Ratio: 3.73
GVWR: 10,400 lb Payload Package

Code	Description	Class
F3B	Base Vehicle Price (F3B)	STD
Packages		
610A	Order Code 610A (996) Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel; (44P) Transmission: TorqShift 6-Speed Automatic : Includes SelectShift.; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 10,400 lb Payload Package; (TBK) Tires: LT245/75Rx17E BSW A/S (5); (64A) Wheels: 17" Argent Painted Steel (4) : Includes painted hub covers/center ornaments.; (A) HD Vinyl 40/20/40 Split Bench Seat : Includes center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock : Includes 2 speakers.	OPT
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Torque: 397 ft.lbs. @ 4179 rpm.	INC
44P	Transmission: TorqShift 6-Speed Automatic Includes SelectShift.	INC
X37	3.73 Axle Ratio	INC
STDGV	GVWR: 10,400 lb Payload Package	INC
Wheels & Tires		
TBK	Tires: LT245/75Rx17E BSW A/S (5)	INC
64A	Wheels: 17" Argent Painted Steel (4) Includes painted hub covers/center ornaments.	INC
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder and storage.	INC

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 7/1/2014

Selected Options Continued

Prepared By:
Dealership:

Chad Welsh
Commercial Fleet Manager

Code	Description	Class
Other Options		
137WB	137" Wheelbase	STD
PAINT	Monotone Paint Application	STD
41P	Transfer Case & Fuel Tank Skid Plates	OPT
52B	Trailer Brake Controller <i>Compatible with select electric over hydraulic brakes.</i>	OPT
66S	Upfitter Switches (4) <i>Located on instrument panel.</i>	OPT
587	Radio: AM/FM Stereo w/Digital Clock <i>Includes 2 speakers.</i>	INC
Interior Colors For : Primary w/XL (Reg)		
AS	Steel	OPT
Primary Colors For : Primary w/XL (Reg)		
Z1	Oxford White	OPT

Vehicle Subtotal

Destination

Vehicle Subtotal (including Destination)

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 7/1/2014

Printed on August 18, 2014 at 16:24

Price Level: 515

QuoteID: Presc F3B

Page 6

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Dimensions & Capacities

2015 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

Description	Value
Dimensions and Capacities	
Output	316 hp @ 4,179 rpm
Torque	397 lb.-ft. @ 4,179 rpm
1st gear ratio	3.974
2nd gear ratio	2.318
3rd gear ratio	1.516
4th gear ratio	1.149
5th gear ratio	0.858
6th gear ratio	0.674
Reverse gear ratio	3.128
Curb weight	6,463 lbs.
GVWR	10,400 lbs.
Front	4,400 lbs.
Rear GAWR	6,290 lbs.
Payload	4,060 lbs.
Front curb weight	3,751 lbs.
Rear curb weight	2,712 lbs.
Front axle capacity	6,000 lbs.
Rear axle capacity	7,280 lbs.
Front spring rating	4,400 lbs.
Rear spring rating	7,000 lbs.
Front tire/wheel capacity	6,390 lbs.
Rear tire/wheel capacity	6,390 lbs.
Towing capacity	12,500 lbs.
5th-wheel towing capacity	12,500 lbs.
Front legroom	41.1 "
Front headroom	40.7 "
Front hiproom	67.6 "
Front shoulder room	68.0 "
Passenger area volume	65.9 cu.ft.
Length	227.6 "
Body width	79.9 "
Body height	80.0 "
Wheelbase	137.0 "
Cab to axle	56.3 "
Front track	68.3 "

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 7/1/2014

Dimensions & Capacities Continued

Prepared By:

Chad Welsh

Dealership:

Commercial Fleet Manager

Description	Value
Dimensions and Capacities	
Rear track	67.2 "
Turning radius	23.1 '
Fuel tank	35.0 gal.
Exterior cargo length	98.0 "
Exterior cargo minimum width	50.9 "
Exterior cargo volume	77.3 cu.ft.
Exterior cargo pickup box depth	20.0 "
Exterior cargo maximum width	69.3 "

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 7/1/2014

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Warranty

2015 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

Description

Months/Distance

Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 7/1/2014

Printed on August 18, 2014 at 16:24

Price Level: 515

QuoteID: Presc F3B

Page 9



AZ Contract #: ADSP014-063237

City of Prescott

9/2/2014

Color: TBD at time of PO

Replacing #857

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	F3B	2015 F350 Reg Cab XL 4x4 6.2L Gas	\$22,058.02
2	DIO	Aftermarket Upfit items per ASH quote #1565	\$1,462.06
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Taxable Total:			\$23,520.08
-----------------------	--	--	-------------

Sales Tax:		Sales Tax if applicable Peoria 8.1%	\$1,905.13
-------------------	--	-------------------------------------	------------

Warranty Cost:			\$0.00
-----------------------	--	--	--------

Tire Tax:			\$5.00
------------------	--	--	--------

Freight			\$0.00
----------------	--	--	--------

Total Per Unit:			\$25,430.21
------------------------	--	--	-------------

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.#: _____



REMIT TO: Auto Safety House
2630 W. Buckeye Rd
Phoenix, AZ 85009

PHOENIX
2630 W. BUCKEYE RD.
PHOENIX, AZ 85009
PHONE: (602) 269-9721

TUCSON
1402 E. BENSON HWY.
TUCSON, AZ 85714
PHONE: (520) 889-9551

HOLBROOK
840 S. HIGHWAY 77
HOLBROOK, AZ 86025
PHONE: (928) 524-3582

***** Customer Review *****
Date / Time: 8/30/2014 8:22:02AM
Repair Order: 1565
Customer: 75816
Branch: 1
Invoice Total: \$1,462.06
Charge
Page 1 of 1

Bill To: Peoria Ford
9130 W Bell Rd
Peoria, AZ 85382-3700
Shop: 623-977-8888 Fax: 623-977-8372

Ship To: Peoria Ford
9130 W Bell Rd
Peoria, AZ 85382-3700

Customer P/O: KLadd Completion Date:

Task: 1 05-01104 Misc Material Department: 20 TE
Complaint: Furnish and install a 15" led light with an acari mount and a 4 corner led system.

Supp.	Part	Description / Ref Number	U/M	Quantity	List	Price	Extended Price
TT	454204-02SC	LED HIGHLIGHTER ECONOMY	Part	each	1.00	518.21	293.00
MS	acari	mount	Part	each	1.00	0.00	278.57
EE	MISC	MISC MATERIALS	Part	each	1.00	120.00	20.00
WL	VTX609A	VERTEX SPR-LED WRNG	Part	each	4.00	119.99	90.99
		LGHT,AMB					
WL	VTXFB	BRACKET	Part	each	4.00	7.99	5.99
	TE Shop Su	Truck Equipment shop supplies	Misc	each	1.00	0.00	31.57

Quote

Totals	
Total Parts:	\$979.49
Total Core Chg:	\$0.00
Total Core Ret:	\$0.00
Total EHC:	\$0.00
Total Labor:	\$451.00
Total Miscellaneous:	\$31.57
Invoice Subtotal:	\$1,462.06
Total Tax:	\$0.00
Invoiced Total:	\$1,462.06

Payment Method
Charge

SIGNATURE _____ DATE _____

The only warranties applying to the part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties or merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall be entitled to recover from the selling dealer any consequential damages to the property, damages for loss of use, loss of time, loss of profit, or income, or any other incidentals damages.****Auto Safety House is not responsible for items left at facility beyond 14 days from invoice date.****

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Vehicle Profile

2015 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

Powertrain

6.2L V-8 SOHC SMPI 16 valve engine with variable valve control * 157 amp alternator * 650 amp 72 amp hours (Ah) HD battery with run down protection * Transmission oil cooler * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with manual transfer case shift, manual locking hubs * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Firm ride suspension, with AdvanceTrac w/Roll Stability Control electronic stability control with anti-roll * Mono-beam non-independent front suspension * Front anti-roll bar * Front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * HD rear leaf springs * HD rear shocks * Front and rear 17.0" x 7.50" argent steel wheels with hub covers * LT245/75SR17.0 BSW AS front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st row overhead airbag * Front height adjustable seatbelts * SecuriLock immobilizer

Comfort and Convenience

Air conditioning * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * Manual tailgate/rear door lock * 2 12V DC power outlets * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Manual front windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights * Glove box, front cupholder, instrument panel bin, dashboard storage * Upfitter switches

Seating and Interior

Seating capacity of 3 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * Vinyl faced front seats with vinyl back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

Exterior Features

2 skid plates, side impact beams, front license plate bracket, fully galvanized steel body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 2 doors with tailgate rear cargo door * Class V trailering, trailer harness, trailer hitch, brake controller, trailer sway control * Driver and passenger manual

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 7/1/2014

Exterior Features (Continued)

black folding manual extendable trailer outside mirrors * Front and rear black bumpers, with front tow hooks rear step
 * Aero-composite halogen headlamps * Additional exterior lights include pickup cargo box light, underhood light *
 Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	316 hp @ 4,179 rpm	Torque	397 lb.-ft. @ 4,179 rpm
1st gear ratio	3.974	2nd gear ratio	2.318
3rd gear ratio	1.516	4th gear ratio	1.149
5th gear ratio	0.858	6th gear ratio	0.674
Reverse gear ratio	3.128	Curb weight	6,463 lbs.
GVWR	10,400 lbs.	Front	4,400 lbs.
Rear GAWR	6,290 lbs.	Payload	4,060 lbs.
Front curb weight	3,751 lbs.	Rear curb weight	2,712 lbs.
Front axle capacity	6,000 lbs.	Rear axle capacity	7,280 lbs.
Front spring rating	4,400 lbs.	Rear spring rating	7,000 lbs.
Front tire/wheel capacity	6,390 lbs.	Rear tire/wheel capacity	6,390 lbs.
Towing capacity	12,500 lbs.	5th-wheel towing capacity	12,500 lbs.
Front legroom	41.1 "	Front headroom	40.7 "
Front hiproom	67.6 "	Front shoulder room	68.0 "
Passenger area volume	65.9 cu.ft.	Length	227.6 "
Body width	79.9 "	Body height	80.0 "
Wheelbase	137.0 "	Cab to axle	56.3 "
Front track	68.3 "	Rear track	67.2 "
Turning radius	23.1 '	Fuel tank	35.0 gal.
Exterior cargo length	98.0 "	Exterior cargo minimum width	50.9 "
Exterior cargo volume	77.3 cu.ft.	Exterior cargo pickup box depth	20.0 "
Exterior cargo maximum width	69.3 "		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information
 Reference CT05209861 7/1/2014

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Standard Equipment

2015 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

Powertrain

6.2L V-8 SOHC SMPI 16 valve engine with variable valve control * 157 amp alternator * 650 amp 72 amp hours (Ah) HD battery with run down protection * Transmission oil cooler * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with manual transfer case shift, manual locking hubs * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Firm ride suspension, with AdvanceTrac w/Roll Stability Control electronic stability control with anti-roll * Mono-beam non-independent front suspension * Front anti-roll bar * Front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * HD rear leaf springs * HD rear shocks * Front and rear 17.0" x 7.50" argent steel wheels with hub covers * LT245/75SR17.0 BSW AS front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st row overhead airbag * Front height adjustable seatbelts * SecuriLock immobilizer

Comfort and Convenience

Air conditioning * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * Manual tailgate/rear door lock * 2 12V DC power outlets * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Manual front windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights * Glove box, front cupholder, instrument panel bin, dashboard storage

Seating and Interior

Seating capacity of 3 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * Vinyl faced front seats with vinyl back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

Exterior Features

Side impact beams, front license plate bracket, fully galvanized steel body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 2 doors with tailgate rear cargo door * Class V trailering, trailer harness, trailer hitch, trailer sway control * Driver and passenger manual black folding manual extendable trailer outside mirrors * Front and rear black bumpers, with front tow hooks rear step *

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 7/1/2014

Exterior Features (Continued)

Aero-composite halogen headlamps * Additional exterior lights include pickup cargo box light, underhood light *
Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	316 hp @ 4,179 rpm	Torque	397 lb.-ft. @ 4,179 rpm
1st gear ratio	3.974	2nd gear ratio	2.318
3rd gear ratio	1.516	4th gear ratio	1.149
5th gear ratio	0.858	6th gear ratio	0.674
Reverse gear ratio	3.128	Curb weight	6,423 lbs.
GVWR	10,400 lbs.	Front GAWR	4,400 lbs.
Rear GAWR	6,290 lbs.	Payload	4,060 lbs.
Front curb weight	3,732 lbs.	Rear curb weight	2,691 lbs.
Front axle capacity	6,000 lbs.	Rear axle capacity	7,280 lbs.
Front spring rating	4,400 lbs.	Rear spring rating	7,000 lbs.
Front tire/wheel capacity	6,390 lbs.	Rear tire/wheel capacity	6,390 lbs.
Towing capacity	12,500 lbs.	5th-wheel towing capacity	12,500 lbs.
Front legroom	41.1 "	Front headroom	40.7 "
Front hiproom	67.6 "	Front shoulder room	68.0 "
Passenger area volume	65.9 cu.ft.	Length	227.6 "
Body width	79.9 "	Body height	80.0 "
Wheelbase	137.0 "	Cab to axle	56.3 "
Front track	68.3 "	Rear track	67.2 "
Turning radius	23.1 '	Fuel tank	35.0 gal.
Exterior cargo length	98.0 "	Exterior cargo minimum width	50.9 "
Exterior cargo volume	77.3 cu.ft.	Exterior cargo pickup box depth	20.0 "
Exterior cargo maximum width	69.3 "		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209861 7/1/2014

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Selected Options

2015 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

Vehicle Snapshot

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fue
Transmission: TorqShift 6-Speed Automatic
Rear Axle Ratio: 3.73
GVWR: 10,400 lb Payload Package

Code	Description	Class
F3B	Base Vehicle Price (F3B)	STD
Packages		
610A	Order Code 610A (996) Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel; (44P) Transmission: TorqShift 6-Speed Automatic : Includes SelectShift.; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 10,400 lb Payload Package; (TBK) Tires: LT245/75R17E BSW A/S (5); (64A) Wheels: 17" Argent Painted Steel (4) : Includes painted hub covers/center ornaments.; (A) HD Vinyl 40/20/40 Split Bench Seat : Includes center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock : Includes 2 speakers.	OPT
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Torque: 397 ft.lbs. @ 4179 rpm.	INC
44P	Transmission: TorqShift 6-Speed Automatic Includes SelectShift.	INC
X37	3.73 Axle Ratio	INC
STDGV	GVWR: 10,400 lb Payload Package	INC
Wheels & Tires		
TBK	Tires: LT245/75R17E BSW A/S (5)	INC
64A	Wheels: 17" Argent Painted Steel (4) Includes painted hub covers/center ornaments.	INC
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder and storage.	INC

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 7/1/2014

Selected Options Continued

Prepared By:
Dealership:

Chad Welsh
Commercial Fleet Manager

Code	Description	Class
Other Options		
137WB	137" Wheelbase	STD
PAINT	Monotone Paint Application	STD
41P	Transfer Case & Fuel Tank Skid Plates	OPT
52B	Trailer Brake Controller <i>Compatible with select electric over hydraulic brakes.</i>	OPT
66S	Upfitter Switches (4) <i>Located on instrument panel.</i>	OPT
587	Radio: AM/FM Stereo w/Digital Clock <i>Includes 2 speakers.</i>	INC
Interior Colors For : Primary w/XL (Reg)		
AS	Steel	OPT
Primary Colors For : Primary w/XL (Reg)		
Z1	Oxford White	OPT

Vehicle Subtotal

Destination

Vehicle Subtotal (including Destination)

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information
Reference CT05209861 7/1/2014

Printed on September 02, 2014 at 15:07

Price Level: 515

QuoteID: Presc F3B

Page 6

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Dimensions & Capacities

2015 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

Description	Value
-------------	-------

Dimensions and Capacities

Output	316 hp @ 4,179 rpm
Torque	397 lb.-ft. @ 4,179 rpm
1st gear ratio	3.974
2nd gear ratio	2.318
3rd gear ratio	1.516
4th gear ratio	1.149
5th gear ratio	0.858
6th gear ratio	0.674
Reverse gear ratio	3.128
Curb weight	6,463 lbs.
GVWR	10,400 lbs.
Front	4,400 lbs.
Rear GAWR	6,290 lbs.
Payload	4,060 lbs.
Front curb weight	3,751 lbs.
Rear curb weight	2,712 lbs.
Front axle capacity	6,000 lbs.
Rear axle capacity	7,280 lbs.
Front spring rating	4,400 lbs.
Rear spring rating	7,000 lbs.
Front tire/wheel capacity	6,390 lbs.
Rear tire/wheel capacity	6,390 lbs.
Towing capacity	12,500 lbs.
5th-wheel towing capacity	12,500 lbs.
Front legroom	41.1 "
Front headroom	40.7 "
Front hiproom	67.6 "
Front shoulder room	68.0 "
Passenger area volume	65.9 cu.ft.
Length	227.6 "
Body width	79.9 "
Body height	80.0 "
Wheelbase	137.0 "
Cab to axle	56.3 "
Front track	68.3 "

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information
Reference CT05209861 7/1/2014

Dimensions & Capacities Continued

Prepared By:

Chad Welsh

Dealership:

Commercial Fleet Manager

Description	Value
Dimensions and Capacities	
Rear track	67.2 "
Turning radius	23.1 '
Fuel tank	35.0 gal.
Exterior cargo length	98.0 "
Exterior cargo minimum width	50.9 "
Exterior cargo volume	77.3 cu.ft.
Exterior cargo pickup box depth	20.0 "
Exterior cargo maximum width	69.3 "

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 7/1/2014.

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Warranty

2015 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

Description	Months/Distance
Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 7/1/2014

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: Police Department / Field and Facilities Services

AGENDA ITEM: 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)

Approved By:

Date:

Police Chief: Monahan, Jerald	09/12/2014
Field and Facilities Services Director: Miller, Stephanie	09/12/2014
City Manager: McConnell, Craig	09/15/2014

Item Summary

The Police Department, working in conjunction with the Field and Facilities Services Department Fleet Services Division, is requesting authorization to purchase a total of six (6) new patrol vehicles to replace five patrol vehicles and one prisoner van that have met the City's criteria for replacement. The vehicles being purchased include four (4) 2015 Chevrolet Tahoe 4x4s from Midway Chevrolet, Phoenix, Arizona, and two (2) 2015 Ford Interceptors from Peoria Ford, Peoria, Arizona. One of the Ford Interceptors will be equipped with a specialty prisoner compartment

It should be noted the Police Department currently operates nine (9) Chevrolet Tahoe vehicles and has been pleased with their performance and maintenance history. The Ford Interceptor is a new product entering the law enforcement market, and the Department would like to purchase two of these vehicles to test and evaluate them for future consideration.

Background

The Fleet Services Division replaces aging units used for patrol operations which are at or approaching 100,000 miles and becoming unreliable for emergency operations. The quote received from Midway Chevrolet, as detailed below, is on the State of Arizona Law Enforcement Contract ADSP013-038803. The quote received from Peoria Ford, as detailed below, is on the State of Arizona Law Enforcement Contract ADSP013-038802.

Agenda Item: 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)

Item	Cost
2015 Chevrolet Tahoe 4x4 Police Service Vehicle base price	\$29,203.71
Total for one (1) ea. with equipment and tax	\$62,007.81
Total for four (4) ea.	\$248,031.24
2015 Ford Interceptor AWD Police Service Vehicle base price	\$25,525.24
Total for one (1) ea. with equipment and tax	\$52,730.96
2015 Ford Interceptor AWD Police Service Vehicle with special prisoner compartment base price	\$27,805.24
Total for one (1) ea. With equipment and tax	\$55,195.64
Grand Total	\$355,957.84

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

No.	Year	Description	Miles	Life-to-Date Repair Costs
969	2001	Chevrolet 3500 one-ton van	108,778	\$12,523
1123	2005	Ford Crown Victoria	91,745	\$25,453
1126	2005	Ford Crown Victoria	99,357	\$30,594
1315	2009	Ford Crown Victoria	85,632	\$19,354
1316	2009	Ford Crown Victoria	90,054	\$20,678
1317	2009	Ford Crown	91,341	\$16,782

Instead of having a dedicated prisoner transport van that is used infrequently, the Police Department is requesting to replace Vehicle No. 969, the prisoner transport van, with a vehicle outfitted with a prisoner transport compartment but that can also be used for patrol operations.

Financial Impact

Funding of \$355,957.84 for the budgeted FY15 vehicles is available in the Vehicle Replacement Fund.

Agenda Item: Approval of purchase of four (4) ea. marked patrol vehicles from Midway Chevrolet using State of Arizona Law Enforcement Contract ADSPO13-038803 in the amount of \$248,031.24; and two (2) ea. marked patrol vehicles from Peoria Ford using State of Arizona Law Enforcement Contract ADSPO13-038802 in the amount of \$107,926.60 (Vehicle Replacement Fund)

Attachments

1. Midway Chevrolet quote dated July 31, 2014, for four vehicles
2. Peoria Ford quote dated August 11, 2014, for one vehicle
3. Peoria Ford quote dated August 11, 2014, for one vehicle with a prisoner compartment

Recommended Action: MOVE to approve the purchase of four (4) ea. marked patrol vehicles from Midway Chevrolet using State of Arizona Law Enforcement Contract ADSPO13-038803 in the amount of \$248,031.24; and two (2) ea. marked patrol vehicles from Peoria Ford using State of Arizona Law Enforcement Contract ADSPO13-038802 in the amount of \$107,926.60.



MIDWAY VEHICLE QUOTE

VEHICLE
QUOTE

QUOTE SENT TO: Stephanie Miller City of Prescott
DESCRIPTION 2015 Chevrolet Police Tahoe CC15706

QUOTE DATE: 7/31/2014 PER ATTACHED SPECS \$ \$ 29,203.71

Additional Options

7X6	LH Spotlamp	\$	431.20
9G8	Delete Daytime Running Lights	\$	8.00
Solar Tint Glass	GM Dealer	\$	195.00
Auto Trim Plus	Vehicle Graphics	\$	475.00
AMF	6 Fleet Vehicle Fabs	\$	75.00
5HP	6 Additional Keys	\$	40.00
Paint Doors as per COP Pictures	GM Dealer	\$	700.00
Battery Upgrade	660CCA to 730CCA	\$	187.00
Emergency Equipment	Creative Communications	\$	22,021.07
4x4 Model Adjustment	CK15706 Special Service GM Fleet	\$	3,780.00
Delivery	Yavapai County	\$	135.00

Sub Total \$ 57,250.98

Sales Tax (8.3 %) \$ 4,751.83

Tire Tax \$ 5.00

Extended Warranty

Capitol Total Each Unit \$ 62,007.81

Total Capital - four vehicles \$ 248,031.24

Quoted By: Gregg Ball

Approximate Lead Time

Midway Chevrolet Nissan Isuzu Truck

2323 W. Bell Rd.

Phoenix, Az. 85023

gball@vtaig.com

Cell 602-733-2251

Stock quotes subject to prior sale

New Vehicle Quotes good through Manufactures current year build dates. Please call with any questions or concerns.

Thank You For the Opportunity!



3332 E. Broadway Road, Suite 101
Phoenix, AZ 85040
Phone: 602-955-8405
Fax: 602-955-1049

QUOTE 0080047429

DATE: 08/05/14

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895

Bill To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Ship To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Page: 6

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
8.00	ENFSRS3J	NFORCE MOUNT LIGHT, 12 LED FLUSH MOUNT REAR GATE COLOR - RED/BLUE	83.16	665.28
4.00	ENL260JJ	NLINE 60" LED SURFACE MOUNT RUNNING LIGHT 10-16V SPLIT COLOR RED/BLUE	650.00	2,600.00
4.00	20.1800PE	MICRODASH PRE-EMPT STROBE LIGHT	276.99	1,107.96
192.00	MRINS	MAKE READY INSTALL LABOR	50.00	9,600.00
4.00	INSFSS	INSTALLER SHOP SUPPLIES	75.00	300.00

SUBTOTAL 88,084.28

SALES TAX .00

TOTAL 88,084.28

Quotation prepared by:

SP Name: PATRICK CASTELLI
Phone#:
Email:

PER UNIT PRICE = \$22,021.07

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

PHOENIX
3332 E. Broadway Rd.
Phoenix, AZ 85040
p. 602-955-8405
f. 602-955-1049

TUCSON
3600 S. Palo Verde Rd. Suite 105
Tucson, AZ 85713
p. 520-747-1516
f. 520-747-0407

FLAGSTAFF
4025 E. Huntington Dr. Suite 100
Flagstaff, AZ 86004
p. 928-779-2929
f. 928-522-0333

LAKE HAVASU CITY
3509 Maricopa Ave.
Lake Havasu, AZ 86406
p. 928-680-4333
f. 928-680-4512

SHOW LOW
501 N. 9th Place
Show Low, AZ 85901
p. 928-537-7459
f. 928-537-3575



3332 E. Broadway Road, Suite 101
Phoenix, AZ 85040
Phone: 602-955-8405
Fax: 602-955-1049

QUOTE 0080047429

DATE: 08/05/14

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895

Bill To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Ship To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Page: 1

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	VALR51S-CAL2	VALOR LIGHTBAR 51" PACKAGE SSP3000, ES100,ESB-U	2,700.00	10,800.00
4.00	RUMBLER-3	AMP/TIMER & 2-SPKRS	343.99	1,375.96
4.00	RB-TAHO08	KIT,MNTG,08 TAHOE,R	28.99	115.96
16.00	VPX800-4	PERIMETER LIGHTS - RED (8) PRIME OUTPUT LEDS	108.99	1,743.84
8.00	IPX-TRNK2	KIT,MNT,CHGR TRUNK,	19.60	156.80
4.00	VPX800-3	PERIMETER LIGHTS - BLUE (8) PRIME OUTPUT LEDS	108.99	435.96
4.00	VPX800-4	PERIMETER LIGHTS - RED (8) PRIME OUTPUT LEDS	108.99	435.96
4.00	416410-B	SINGLE CORNER LED LIGHT W/ IN LINE FLASHER, BLUE	81.99	327.96
4.00	416410-R	SINGLE CORNER LED LIGHT W/ IN LINE FLASHER, RED	81.99	327.96
4.00	UPKM-3	PARK SIREN DEACTIVATOR	35.99	143.96
4.00	ETHTAHO-07+	PLUG IN HEADLIGHT FLASHER CHEVY TAHOE	49.99	199.96

(Continued on Page 2)



3332 E. Broadway Road, Suite 101
Phoenix, AZ 85040
Phone: 602-955-8405
Fax: 602-955-1049

QUOTE 0080047429

DATE: 08/05/14

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895

Bill To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Ship To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Page: 2

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	ECVDM TAL00	UNIVERSAL LED DOME LIGHT 6" ROUND, w/ RED NIGHT LIGHT 10/30 VOLT, WHITE LENS / WHITE	39.99	159.96
4.00	BK2025TAH15	PB450L2 LIGHTED PUSH BUMPER (2) FEDERAL SIGNAL IPX600 FOR 2015 TAHOE	499.99	1,999.96
4.00	SS0001	SAFESTOP MODULE, FOR '07-14 SILVERADO 1500, 2500, & 3500 PLUG & PLAY HARNESS	129.99	519.96
4.00	AOI0001	AIRBAG SWITCH, PASSENGER SIDE "PLUG-IN" W/ ADAPTER KIT, FOR '15 TAHOE	194.99	779.96
4.00	PK0602TAH15SCA	#10VS C PARTITION, RECESSED PANEL, UNCOATED POLY W/ EX. METAL WINDOW SCREEN	560.00	2,240.00
4.00	WK0514TAH15	WINDOW BARRIER VS STEEL VERTICAL, FOR 2015 TAHOE	147.99	591.96
4.00	DK0704TAH15	DOOR PANEL VS STEEL (REPLACE OEM), FOR 2015 TAHOE	111.99	447.96

(Continued on Page 3)



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PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	475-0051	GR9 DUAL GUNMOUNT	216.99	867.96
4.00	CT5502	GR9-870/AR BLM VERTICAL MOUNT LAGUNA3p PLASTIC PRISONER SEAT W/LAGUNA SEAT BELTS (BLACK) INCL REAR CARGO CAGE)TAHOE 07+	799.99	3,199.96
4.00	CC-TMC-22	22" TMC CONSOLE, INCLUDES (2) DC OUTLET PLUGS W/ CAPS FOR '07-12 TAHOE/SUBURBAN	371.99	1,487.96
4.00	FP-MXTL2500	7.03 x 2.03 x 1 3" FP XTL2500 & 5000 REMOTE	.00	.00
4.00	AC-GUNBOX-6	6" LIDDED LOCKING BOX NO ARM PAD 5.25" TALL	95.99	383.96
4.00	FP-AP12-3	2" PLATE W /3 DC OUTLET HOLES	.00	.00
4.00	FP-PLATINUM	FP 4" FED SIG SS3000 PLATINUM	.00	.00
4.00	AC-INBHG	4" INTERNAL DUAL BEVERAGE HOLDER W/ RUBBER FINGERS	35.99	143.96
4.00	AC-ARM	ADJUSTABLE ARM REST -	102.99	411.96
12.00	L3-AP1SET	DC OUTLET PLUG w/BLACK	7.99	95.88

(Continued on Page 4)



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SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	DS-PAN-111	CAPTURED CAP		
4.00	LPS-104	DEVMT, DOCKST, PAN, 30, 31,	599.99	2,399.96
		PWRSPLY, EM, 120W, CABLE, 36",	128.99	515.96
		OUTPUT, PAN, 31,		
4.00	PKG-PSM-102	PKG, BASE, VMT, HDM, TAH,00-13	199.99	799.96
12.00	LARNMOKHFUD25	25' RG58 CABLE W/ NMO MOUNT	14.99	179.88
		NO CONNECTOR		
		(OR USE PART # 429700)		
8.00	LARNMO150450800	TRI-BAND 2.14DB ANT, NMO MOUNT	21.99	175.92
		150-165/450-470/806-940MHZ		
4.00	2982701	SIERRA WIRELESS AIRLINK LS300	599.99	2,399.96
		GATEWAY, MFG# 1101489		
4.00	AP85/18/GPSS119	CELL/PCS/GPS ANTENNA, COLOR	101.25	405.00
		WHITE, ADHESIVE MOUNT, TNC		
		CONNECTORS. STD LENGTH 15FT		
4.00	425-2775	5 LED AUXILIARY FLEXLIGHT	37.50	150.00
		12" CONSOLE 12V HARDWIRE LIGHT		
4.00	3419	G3 VISION PRESCOTT SPEC	5,499.99	21,999.96
4.00	CRS-57	GOLDEN EAGLE II DUAL ANTENNA,	2,184.99	8,739.96

(Continued on Page 5)



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SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	22050	KA-BAND DCM W/TRU TRAK 12V DC DIRECT WIRE CHARGE CORD (ALL RECHARGEABLES)	9.99	39.96
4.00	75100	CHARGER HOLDER STINGER- 10HR (ALL STINGERS) *DOES NOT INCLUDE CORD*	15.99	63.96
4.00	MRCB150	150A RESET CIRCUIT BREAKER	26.00	104.00
4.00	C-UNV-POW	UNIVERSAL POWER SUPPLY CHEVY TAHOE	333.99	1,335.96
4.00	5201	POWER TAMEER VS	65.00	260.00
4.00	V23132A2001B200	V23132A2001B200 SUPER RELAY KIT, 130AMP 12VDC, RELAY 1PC #282080-1 2POS REC	41.25	165.00
4.00	225-2059	TAHOE TLO BOX SINGLE DRAWER STORAGE BOX 44" W x 29" D x 16 1/2" T INCL 2" LIP & T HANDLE LK	999.99	3,999.96
4.00	380400-W	6 INCH, PAR46 LED SPOT LAMP	149.99	599.96
4.00	LARNMOC/P3E	824/1850MHZ 3DB DUAL BAND ANT NMO MOUNT, BLACK	19.99	79.96

(Continued on Page 6)

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2015 Chevrolet Tahoe

CK15706 4WD 4dr Commercial

Photo may not represent exact vehicle or selected equipment.

State of Arizona Vehicle Law Enforcement Contract # ADSP013-098803

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

<u>Code</u>	<u>Description</u>
CK15706	2015 Chevrolet Tahoe 4WD 4dr Commercial

SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
SUSPENSION PKG	
ZW7	SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE (STD)
EMISSIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS includes (NT7) Federal tier 2 emissions
ENGINE	
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 382 lb-ft of torque [516 N-m] @ 4100 rpm) (STD)
TRANSMISSION	
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (STD)
AXLE	
GU4	REAR AXLE, 3.08 RATIO (STD) (Not available with (NHT) Max Trailering Package.)
PREFERRED EQUIPMENT GROUP	

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
PREFERRED EQUIPMENT GROUP	
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP Includes Standard Equipment *CREDIT*
WHEEL TYPE	
RD6	WHEELS, 17" X 8" PAINTED STEEL (STD) (Standard unless (NHT) Max Trailering Package is selected. Must order (PZX) 18" aluminum wheels with (NHT) Max Trailering Package.)
TIRES	
RBZ	TIRES, P255/70R17 ALL-SEASON, BLACKWALL (Included and only available with (5W4) Special Service Vehicle)
SPARE TIRE	
ZBZ	TIRE, SPARE P255/70R17 ALL-SEASON, BLACKWALL (Included and only available with (5W4) Special Service Vehicle)
PAINT SCHEME	
ZY1	PAINT SCHEME, SOLID APPLICATION
PAINT	
GBA	BLACK
SEAT TYPE	
AZ3	SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster. With (9C1) Police Vehicle or (5W4) Special Service Vehicle, included with (9U3) SEO, front center seat (20% seat) delete.) (STD)
SEAT TRIM	
H0U	JET BLACK, CLOTH SEAT TRIM
RADIO	
IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT JACK includes 2 USB ports and 1 SD card reader (STD)

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
ADDITIONAL EQUIPMENT	
5W4	IDENTIFIER FOR SPECIAL SERVICE VEHICLE. Utilized to identify a vehicle as a police/fire special service vehicle for marketing, order-build process and emission certification purposes (Must be specified.) *CREDIT*
NQH	TRANSFER CASE, ACTIVE, 2-SPEED ELECTRONIC AUTOTRAC with rotary controls, includes neutral position for dinghy towing (Requires 4WD model. Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
NZZ	FRONT UNDERBODY SHIELD (Requires 4WD model. Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle)
K4B	BATTERY, AUXILIARY, 730 CCA
—	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTER (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only)
—	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only)
KW7	ALTERNATOR, 170 AMPS, HIGH OUTPUT (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only)
—	LUGGAGE RACK, DELETE (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only)
9G8	HEADLAMPS, DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CONTROL DELETE deletes standard Daytime Running Lamps and automatic headlamp control features from the vehicle for police stealth surveillance (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle)
7X6	SPOTLAMP, LEFT-HAND (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle)
AKO	GLASS, DEEP-TINTED (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only)

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

Code	Description
ADDITIONAL EQUIPMENT	
AKX	WINDSHIELD, SOLAR ABSORBING, SHADED UPPER (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only)
AKK	WINDSHIELD STYLE, ACOUSTIC LAMINATED GLASS (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only)
—	EXTERIOR ORNAMENTATION DELETE (Included and only available with (5W4) Special Service Vehicle only)
—	DOOR HANDLES, BODY-COLOR (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only)
UN9	RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)
AG1	SEAT ADJUSTER, DRIVER 10-WAY POWER (Requires (AZ3) 40/20/40 split-bench front seat. Not available with (H2G) Jet Black vinyl seats)
AG2	SEAT ADJUSTER, FRONT PASSENGER 6-WAY POWER
ATD	SEAT DELETE, THIRD ROW PASSENGER (Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle) (Deletes rear storage compartment.) *CREDIT*
—	INSTRUMENTATION, ANALOG with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only)
AMF	REMOTE KEYLESS ENTRY PACKAGE includes 6 additional transmitters (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle)
—	KEY, 2-SIDED (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only)
5HP	KEY, 6 ADDITIONAL KEYS
—	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only)

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
--------------------	---------------------------

ADDITIONAL EQUIPMENT

—	POWER OUTLETS, 4 AUXILIARY, 12-VOLT includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)
—	SAFETY BELTS, 3-POINT, DRIVER AND FRONT PASSENGER IN ALL SEATING POSITIONS (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only)
VQ3	FLEET PROCESSING OPTION

SPECIAL EQUIPMENT OPTIONS

VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY and shipped to Kerr Industries and onto Arlington Assembly
-----	--

OPTIONS TOTAL

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Customer File:

August 11, 2014 4:19:15 PM

Page 6

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

TECHNICAL SPECIFICATIONS

POWERTRAIN - BASIC SPECIFICATIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

ENGINE

Engine Order Code	L83
Engine Type	Gas/Ethanol V8
Displacement	5.3L/- TBD - CID
SAE Net Horsepower @ RPM	355 @ 5600
SAE Net Torque (lb ft) @ RPM	382 @ 4100

TRANSMISSION

Transmission order code	MYC
Transmission Type Description	* 6-Speed Automatic
Drive Train	Four Wheel Drive

MILEAGE

City EPA fuel economy estimate (MPG)	16.00
Hwy EPA fuel economy estimate (MPG)	22.00
City cruising range (mi)	416.00
Hwy cruising range (mi)	572.00

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

TECHNICAL SPECIFICATIONS

POWERTRAIN - ADVANCED SPECIFICATIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

TRANSMISSION

Gear Ratio (:1)	
First Gear Ratio (:1)	- TBD -
Second Gear Ratio (:1)	- TBD -
Third Gear Ratio (:1)	- TBD -
Fourth Gear Ratio (:1)	- TBD -
Fifth Gear Ratio (:1)	- TBD -
Sixth Gear Ratio (:1)	- TBD -
Reverse Ratio (:1)	- TBD -
Clutch size (in)	
Power Take-Off	

TRANSFER CASE

Transfer case model	N/A
Gear Ratio (:1)	
Transfer case high gear ratio	- TBD -
Transfer case low gear ratio	- TBD -
Transfer case power take off	

DIFFERENTIAL

	Front	Rear
Axle Ratio (:1)	3.08	3.08

ELECTRICAL

Battery	1	2	3	Total
Battery cold cranking Amps @ 0 F	660.00	* 730.00		* 1,390.00
Alternator				
Alternator Amps		* 170.00		

COOLING SYSTEM

Cooling system capacity	- TBD -
Engine oil cooler	

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

TECHNICAL SPECIFICATIONS

PAYLOAD/TRAILERING SPECIFICATIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

WEIGHT INFORMATION	Front	Rear	Total
Gross Axle Wt Rating (lbs)	3,600.00	4,100.00	
Curb Weight (lbs)	- TBD -	- TBD -	- TBD -
Total Option Weight (lbs)	0.00	0.00	0.00
As Spec'd Curb Weight (lbs)	- TBD -	- TBD -	- TBD -
As spec'd payload (lbs)			- TBD -
Total Weight (lbs)	- TBD -	- TBD -	- TBD -
Reserve Axle Capacity (lbs)	- TBD -	- TBD -	- TBD -
Gross Vehicle Wt Rating (lbs)			7,300.00
Gross Combined Wt Rating (lbs)			- TBD -
TRAILERING	Max Trailer Wt.	Max Tongue Load	
Dead Weight Hitch (lbs)	0.00	0.00	
Weight Distributing Hitch (lbs)	0.00	0.00	
Fifth Wheel Hitch (lbs)			

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

SUSPENSION	Front	Rear	
Spring			
Spring Type	Independent	Multi-Link	
Spring Capacity	- TBD -	- TBD -	
Axle			
Axle Type	Independent	Semi-Floating	
Axle Capacity	3,600.00	4,100.00	
Shock Absorber Diameter (mm)	- TBD -	- TBD -	
Stabilizer Bar Diameter (in)	- TBD -	- TBD -	
BRAKES			
Brake type	Pwr		
ABS System	4-Wheel		
	Front	Rear	
Disc	Yes	Yes	
Rotor Diam x Thickness (in)	- TBD -	- TBD -	
Drum			
Drum Diam x Width (in)			
TIRES	Front	Rear	Spare
Tire Order Code	RC3	RC3	
Tire Size	P265/70R17	P265/70R17	* P255/70R17
Capacity	- TBD -	- TBD -	- TBD -
Revolutions/Mile @ 45mph	N/A	N/A	N/A
WHEELS	Front	Rear	Spare
Wheel Size	17 x 8.0	17 x 8.0	17 x 7.5
Wheel Type	Steel	Steel	Steel

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GM AutoBook, Data Version: 345.0, Data updated 8/5/2014.
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Customer File:

Prepared For:
Stephanie Miller
City of Prescott

Prepared By:
Gregg Ball
Midway Chevrolet Nissan Isuzu
2323 West Bell Road
Phoenix, AZ 85023
Phone: (602) 733-2251
Fax: (602) 760-3377
Email: gball@vtaig.com

2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

STEERING

Steering type	Pwr Rack & Pinion
Ratio (:1)	
On Center	- TBD -
At Lock	- TBD -
Turning Diameter	
Curb-to-Curb	39.00
Wall-to-Wall	N/A

FUEL TANK

	Main	Auxiliary
Capacity	26.00	
Location	- TBD -	

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

EXTERIOR DIMENSIONS

Wheelbase (in)	116.00
Length, Overall w/rear bumper (in)	204.00
Width, Max w/o mirrors (in)	80.50
Height, Overall (in)	74.40
Overhang	
Overhang, Front	- TBD -
Overhang, Rear w/o bumper	
Ground to Top of Load Floor (in)	35.91
Ground Clearance	
Ground Clearance, Front	- TBD -
Ground Clearance, Rear	- TBD -
Rear Door	
Rear Door Type	Liftgate
Rear Door Opening Height	- TBD -
Rear Door Opening Width	- TBD -
Side Door	
Side Door Type	
Side Door Opening Height (in)	
Side Door Opening Width (in)	
Step Up Height - Front (in)	- TBD -
Step Up Height - Side (in)	

CARGO AREA DIMENSIONS

Length @ Floor	
Cargo Area Length @ Floor to Console (in)	- TBD -
Cargo Area Length @ Floor to Seat 1	79.90
Cargo Area Length @ Floor to Seat 2	43.20

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CARGO AREA DIMENSIONS

Cargo Area Length @ Floor to Seat 3	
Cargo Area Length @ Floor to Console (in)	- TBD -
Width	
Cargo Area Width @ Beltline	- TBD -
Cargo Box Width @ Wheelhousings	49.30
Cargo Box (Area) Height (in)	* 40.90
Cargo Volume	
Cargo Volume to Seat 1	111.8
Cargo Volume to Seat 2	
Cargo Volume to Seat 3	
Cargo Volume to Seat 4	

INTERIOR DIMENSIONS

Passenger Capacity	* 6		
Seating Position	Front	Second	Third
Head Room (in)	42.80	38.70	*
Leg Room (in)	45.30	39.00	*
Shoulder Room (in)	64.80	65.10	*
Hip Room (in)	60.80	* 60.20	*

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

ENTERTAINMENT

- Audio system, AM/FM stereo with CD player and auxiliary input jack includes 2 USB ports and 1 SD card reader
- Audio system feature, single-slot CD/MP3 player
- Audio system feature, 6-speaker system
- SiriusXM radio delete
- Bluetooth for phone personal cell phone connectivity to vehicle audio system (Deleted when (UE0) OnStar delete is ordered.)

EXTERIOR

- Wheels, 17" x 8" painted steel (Standard unless (NHT) Max Trailering Package is selected. Must order (PZX) 18" aluminum wheels with (NHT) Max Trailering Package.)
- Tires, P265/70R17 all-terrain, blackwall (Standard unless (NHT) Max Trailering Package is ordered.)
- Tire, spare P265/70R17 all-season, blackwall
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Fascia, front body-color
- Fascia, rear color-keyed
- Assist steps, Black
- Daytime Running Lamps, with automatic exterior lamp control
- Mirrors, outside heated power-adjustable, manual-folding and color keyed (With (9C1) Police Vehicle and (5W4) Special Service Vehicle includes body-color and driver spotter mirror.)
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Liftgate, rear manual

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

INTERIOR

- Seating, front 40/20/40 split-bench, 3-passenger includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster. With (9C1) Police Vehicle or (5W4) Special Service Vehicle, included with (9U3) SEO, front center seat (20% seat) delete.)
- Seat trim, cloth
- Seats, second row 60/40 split-folding bench, manual
- Seat, third row manual 60/40 split-folding bench, fold flat
- Floor covering, Black rubberized-vinyl
- Steering column, Tilt-Wheel
- Steering wheel, urethane
- Steering wheel controls, mounted cruise
- Display, driver instrument information enhanced, one color
- Door locks, power programmable with lockout protection (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on Driver door.)
- Remote Keyless Entry, extended-range (Not included when (PCK) Luxury Package is ordered.)
- Windows, power, all express down, front express up ((9C1) Police Vehicle and (5W4) Special Service Vehicle include lockout features)
- Cruise control, electronic with set and resume speed
- Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes dual-zone automatic climate control only.)
- Defogger, rear-window electric
- Power outlet, 110-volt
- Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (when bench seat is ordered, the outlet on the back of the console is lost) (Included and only available with (AZ3) 40/20/40 split-bench front seats. Not included with (9C1) Police Vehicle or (5W4) Special Service Vehicle)
- Mirror, inside rearview manual day/night

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

- Conversation mirror
- Assist handles, front passenger and second row outboard (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, front passenger assist handle is removed when (7X7) Spot lamps are ordered.)
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle or (5W4) Special Service Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Cargo management system

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Customer File:

August 11, 2014 4:19:16 PM

Page 16

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

MECHANICAL

- Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 382 lb-ft of torque [516 N-m] @ 4100 rpm)
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode
- Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)
- Suspension Package, Premium Smooth Ride
- E85 FlexFuel capable
- Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)
- Differential, heavy-duty locking rear
- 4-wheel drive
- Air cleaner, high-capacity
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Battery, 660 cold cranking amps with 80 amp hour rating
- Alternator, 150 amps
- Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver
- Recovery hooks, 2 front, frame-mounted (Required on 4WD models and all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. Not required on (5W4) Special Service Vehicle, but is available.)
- GVWR, 7300 lbs. (3311 kg)
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power

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2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

SAFETY

- Theft deterrent, electrical, unauthorized entry
- Brakes, 4-wheel antilock, 4-wheel disc, VAC power
- StabiliTrak, stability control system with brake assist, includes traction control
- Air bags, frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions Note: Head curtain side-impact included for third row seating positions, even though seat has been deleted. (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle or (5W4) Special Service Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Automatic Occupant Sensing System sensor indicator inflatable restraint, front passenger/child presence detector
- OnStar Directions and Connections plan for 6 months including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance and Turn-by-Turn Navigation (Visit www.onstar.com for vehicle availability, details and system limitations. Services may vary by model and conditions.)
- Rear Park Assist with audible warning
- Rear Vision Camera
- Safety belts, 3-point, driver and right-front passenger
- LATCH system (Lower Anchors and Top tethers for Children), for child safety seats; lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions
- Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center (does not apply to spare tire)
- Warning tones headlamp on, key-in-ignition, driver and right-front passenger safety belt unfasten and turn signal on

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Customer File:



AZ Contract #: ADSP013-038802

City of Prescott

Attn: Stephanie Miller

8/11/2014

Color: Black

Patrol

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	K8A	2015 Ford Interceptor Utility AWD 3.7L V6	\$25,525.24
2	51Y	Spot Lamp - Incandescent Bulb, Driver Only	\$215.00
3	DIO	Paint doors and roof white to city specs	\$1,013.86
4	DIO	Aftermarket upfit per Creative Comm 0080047429	\$22,021.07
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Taxable Total:			\$48,775.17
Sales Tax:		Sales Tax if applicable Peoria 8.1%	\$3,950.79
Warranty Cost:			\$0.00
Tire Tax:			\$5.00
Freight			\$0.00
Total Per Unit:			\$52,730.96

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.#: _____



3332 E. Broadway Road, Suite 101
Phoenix, AZ 85040
Phone: 602-955-8405
Fax: 602-955-1049

QUOTE 0080047429

DATE: 08/05/14

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895

Bill To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Ship To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Page: 6

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
8.00	ENFSRS3J	NFORCE MOUNT LIGHT, 12 LED FLUSH MOUNT REAR GATE COLOR - RED/BLUE	83.16	665.28
4.00	ENL260JJ	NLINE 60" LED SURFACE MOUNT RUNNING LIGHT 10-16V SPLIT COLOR RED/BLUE	650.00	2,600.00
4.00	20.1800PE	MICRODASH PRE-EMPT STROBE LIGHT	276.99	1,107.96
192.00	MRINS	MAKE READY INSTALL LABOR	50.00	9,600.00
4.00	INSFSS	INSTALLER SHOP SUPPLIES	75.00	300.00

SUBTOTAL 88,084.28

SALES TAX .00

TOTAL 88,084.28

Quotation prepared by:

SP Name: PATRICK CASTELLI
Phone#:
Email:

PER UNIT PRICE = \$22,021.07

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

PHOENIX
3332 E. Broadway Rd.
Phoenix, AZ 85040
p. 602-955-8405
f. 602-955-1049

TUCSON
3600 S. Palo Verde Rd. Suite 105
Tucson, AZ 85713
p. 520-747-1516
f. 520-747-0407

FLAGSTAFF
4025 E. Huntington Dr. Suite 100
Flagstaff, AZ 86004
p. 928-779-2929
f. 928-522-0333

LAKE HAVASU CITY
3509 Maricopa Ave.
Lake Havasu, AZ 86406
p. 928-680-4333
f. 928-680-4512

SHOW LOW
501 N. 9th Place
Show Low, AZ 85901
p. 928-537-7459
f. 928-537-3575



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PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	VALR51S-CAL2	VALOR LIGHTBAR 51" PACKAGE SSP3000, ES100,ESB-U	2,700.00	10,800.00
4.00	RUMBLER-3	AMP/TIMER & 2-SPKRS	343.99	1,375.96
4.00	RB-TAH008	KIT,MNTG,08 TAHOE,R	28.99	115.96
16.00	VPX800-4	PERIMETER LIGHTS - RED (8) PRIME OUTPUT LEDs	108.99	1,743.84
8.00	IPX-TRNK2	KIT,MNT,CHGR TRUNK,	19.60	156.80
4.00	VPX800-3	PERIMETER LIGHTS - BLUE (8) PRIME OUTPUT LEDs	108.99	435.96
4.00	VPX800-4	PERIMETER LIGHTS - RED (8) PRIME OUTPUT LEDs	108.99	435.96
4.00	416410-B	SINGLE CORNER LED LIGHT W/ IN LINE FLASHER, BLUE	81.99	327.96
4.00	416410-R	SINGLE CORNER LED LIGHT W/ IN LINE FLASHER, RED	81.99	327.96
4.00	UPKM-3	PARK SIREN DEACTIVATOR	35.99	143.96
4.00	ETHTAH0-07+	PLUG IN HEADLIGHT FLASHER CHEVY TAHOE	49.99	199.96

(Continued on Page 2)



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PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	ECVDMLTAL00	UNIVERSAL LED DOME LIGHT 6" ROUND, w/ RED NIGHT LIGHT 10/30 VOLT, WHITE LENS / WHITE	39.99	159.96
4.00	BK2025TAH15	PB450L2 LIGHTED PUSH BUMPER (2) FEDERAL SIGNAL IPX600 FOR 2015 TAHOE	499.99	1,999.96
4.00	SS0001	SAFESTOP MODULE, FOR '07-14 SILVERADO 1500, 2500, & 3500 PLUG & PLAY HARNESS	129.99	519.96
4.00	AOI0001	AIRBAG SWITCH, PASSENGER SIDE "PLUG-IN" W/ ADAPTER KIT, FOR '15 TAHOE	194.99	779.96
4.00	PK0602TAH15SCA	#10VS C PARTITION, RECESSED PANEL, UNCOATED POLY W/ EX. METAL WINDOW SCREEN	560.00	2,240.00
4.00	WK0514TAH15	WINDOW BARRIER VS STEEL VERTICAL, FOR 2015 TAHOE	147.99	591.96
4.00	DK0704TAH15	DOOR PANEL VS STEEL (REPLACE OEM), FOR 2015 TAHOE	111.99	447.96

(Continued on Page 3)



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PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	475-0051	GR9 DUAL GUNMOUNT	216.99	867.96
4.00	CT5502	GR9-870/AR BLM VERTICAL MOUNT LAGUNA3p PLASTIC PRISONER SEAT W/LAGUNA SEAT BELTS (BLACK) INCL REAR CARGO CAGE)TAHOE 07+	799.99	3,199.96
4.00	CC-TMC-22	22" TMC CONSOLE, INCLUDES (2) DC OUTLET PLUGS W/ CAPS FOR '07-12 TAHOE/SUBURBAN	371.99	1,487.96
4.00	FP-MXTL2500	7.03 x 2.03 x 1 3" FP XTL2500 & 5000 REMOTE	.00	.00
4.00	AC-GUNBOX-6	6" LIDDED LOCKING BOX NO ARM PAD 5.25" TALL	95.99	383.96
4.00	FP-AP12-3	2" PLATE W /3 DC OUTLET HOLES	.00	.00
4.00	FP-PLATINUM	FP 4" FED SIG SS3000 PLATINUM	.00	.00
4.00	AC-INBHG	4" INTERNAL DUAL BEVERAGE HOLDER W/ RUBBER FINGERS	35.99	143.96
4.00	AC-ARM	ADJUSTABLE ARM REST -	102.99	411.96
12.00	L3-AP1SET	DC OUTLET PLUG w/BLACK	7.99	95.88

(Continued on Page 4)



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QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	DS-PAN-111	CAPTURED CAP		
4.00	LPS-104	DEVMT, DOCKST, PAN, 30, 31,	599.99	2,399.96
		PWRSPLY, EM, 120W, CABLE, 36",	128.99	515.96
		OUTPUT, PAN, 31,		
4.00	PKG-PSM-102	PKG, BASE, VMT, HDM, TAH,00-13	199.99	799.96
12.00	LARNMOKHFUD25	25' RG58 CABLE W/ NMO MOUNT	14.99	179.88
		NO CONNECTOR		
		(OR USE PART # 429700)		
8.00	LARNMO150450800	TRI-BAND 2.14DB ANT, NMO MOUNT	21.99	175.92
		150-165/450-470/806-940MHZ		
4.00	2982701	SIERRA WIRELESS AIRLINK LS300	599.99	2,399.96
		GATEWAY, MFG# 1101489		
4.00	AP85/18/GPSS119	CELL/PCS/GPS ANTENNA, COLOR	101.25	405.00
		WHITE, ADHESIVE MOUNT, TNC		
		CONNECTORS. STD LENGTH 15FT		
4.00	425-2775	5 LED AUXILIARY FLEXLIGHT	37.50	150.00
		12" CONSOLE 12V HARDWIRE LIGHT		
4.00	3419	G3 VISION PRESCOTT SPEC	5,499.99	21,999.96
4.00	CRS-57	GOLDEN EAGLE II DUAL ANTENNA,	2,184.99	8,739.96

(Continued on Page 5)



3332 E. Broadway Road, Suite 101
Phoenix, AZ 85040
Phone: 602-955-8405
Fax: 602-955-1049

QUOTE 0080047429

DATE: 08/05/14

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895

Bill To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Ship To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Page: 5

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	22050	KA-BAND DCM W/TRU TRAK 12V DC DIRECT WIRE CHARGE CORD (ALL RECHARGEABLES)	9.99	39.96
4.00	75100	CHARGER HOLDER STINGER- 10HR (ALL STINGERS) *DOES NOT INCLUDE CORD*	15.99	63.96
4.00	MRCB150	150A RESET CIRCUIT BREAKER	26.00	104.00
4.00	C-UNV-POW	UNIVERSAL POWER SUPPLY CHEVY TAHOE	333.99	1,335.96
4.00	5201	POWER TAMEER VS	65.00	260.00
4.00	V23132A2001B200	V23132A2001B200 SUPER RELAY KIT, 130AMP 12VDC, RELAY 1PC #282080-1 2POS REC	41.25	165.00
4.00	225-2059	TAHOE TLO BOX SINGLE DRAWER STORAGE BOX 44" W x 29" D x 16 .5 T INCL 2" LIP & T HANDLE LK	999.99	3,999.96
4.00	380400-W	6 INCH, PAR46 LED SPOT LAMP	149.99	599.96
4.00	LARNMOC/P3E	824/1850MHZ 3DB DUAL BAND ANT NMO MOUNT, BLACK	19.99	79.96

(Continued on Page 6)

Prepared For:**Prepared By:**

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Vehicle Profile

2015 Ford Utility Police Interceptor

AWD Base (K8A)

Powertrain

3.7L V-6 DOHC SMPI 24 valve engine with variable valve control * 220 amp HD alternator * 750 amp 78 amp hours (Ah) HD battery * Engine oil cooler, HD radiator, transmission oil cooler * 6-speed electronic automatic transmission with overdrive, lock-up * Automatic full-time all-wheel drive with permanent locking hubs * ABS & driveline traction control * 3.65 axle ratio * Dual stainless steel exhaust

Steering and Suspension

Electric power-assist rack and pinion steering * 4-wheel disc brakes with front vented discs * AdvanceTrac w/Roll Stability Control electronic stability control with anti-roll * Independent front suspension * Front strut suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear independent suspension * Rear multi-link suspension * Rear anti-roll bar * Rear coil springs * Gas-pressurized rear shocks * Front and rear 18.0" x 8.00" black steel wheels with hub covers * P245/55WR18.0 BSW AS front and rear tires * Inside under cargo mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners

Comfort and Convenience

Air conditioning, air filter, underseat ducts * AM/FM stereo, clock, seek-scan, in-dash mounted single CD, MP3 decoder, 6 speakers, speed sensitive volume, integrated roof antenna, radio steering wheel controls * 1 1st row LCD monitor * Cruise control with steering wheel controls * Power door locks, child safety rear door locks, tailgate/rear door lock included with power door locks * 2 12V DC power outlets, driver foot rest, retained accessory power, power adjustable pedals * Analog instrumentation display includes tachometer, engine temperature gauge, engine hour meter, systems monitor, redundant digital speedometer, trip computer, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, door ajar, trunk/liftgate ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt adjustment * Power front and rear windows with deep tint, driver 1-touch down, fixed rearmost windows * Variable intermittent front windshield wipers, sun visor strip, fixed interval rear wiper with heated wiper park, rear window defroster * Dual vanity mirrors * Day-night rearview mirror * Interior lights include dome light with fade, front and rear reading lights * Mini overhead console with storage, locking glove box, dashboard storage, driver and passenger door bins * Carpeted cargo floor, plastic trunk lid/rear cargo door, cargo tie downs, cargo light, cargo tray/organizer

Seating and Interior

Seating capacity of 5 * Bucket front seats with adjustable head restraints * 8-way adjustable (6-way power) driver seat includes lumbar support * 4-way adjustable passenger seat * 60-40 folding rear split-bench seat with fold forward seatback * Cloth faced front seats with vinyl back material * Vinyl faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, metal-look instrument panel insert, urethane gear shift knob, metal-look door panel insert, metal-look interior accents

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 6/1/2014

Seating and Interior (Continued)**Exterior Features**

Rear lip spoiler, side impact beams, galvanized steel/aluminum body material * Black bodyside cladding, black wheel well trim molding * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors with liftgate rear cargo door * Driver and passenger power remote black convex spotter folding outside mirrors * Front and rear body-colored bumpers with black rub strip/fascia accents * Projector beam halogen headlamps * Clearcoat monotone paint * Police/fire

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/100,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	304 hp @ 6,500 rpm	Torque	279 lb.-ft. @ 4,000 rpm
1st gear ratio	4.484	2nd gear ratio	2.872
3rd gear ratio	1.842	4th gear ratio	1.414
5th gear ratio	1.000	6th gear ratio	0.742
Reverse gear ratio	2.882	City/hwy	16 mpg/21 mpg
Curb weight	4,639 lbs.	GVWR	6,300 lbs.
Front legroom	40.6 "	Rear legroom	41.6 "
Front headroom	41.4 "	Rear headroom	40.1 "
Front hiproom	57.3 "	Rear hiproom	56.8 "
Front shoulder room	61.3 "	Rear shoulder room	60.9 "
Passenger area volume	118.4 cu.ft.	Length	197.1 "
Body width	78.9 "	Body height	69.2 "
Wheelbase	112.6 "	Axle to end of frame	46.5 "
Front track	67.0 "	Rear track	67.0 "
Turning radius	19.4 '	Fuel tank	18.6 gal.
Interior cargo volume	48.1 cu.ft.	Interior cargo volume seats folded	85.1 cu.ft.
Interior maximum cargo volume	85.1 cu.ft.		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 6/1/2014.

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Standard Equipment

2015 Ford Utility Police Interceptor

AWD Base (K8A)

Powertrain

3.7L V-6 DOHC SMPI 24 valve engine with variable valve control * 220 amp HD alternator * 750 amp 78 amp hours (Ah) HD battery * Engine oil cooler, HD radiator, transmission oil cooler * 6-speed electronic automatic transmission with overdrive, lock-up * Automatic full-time all-wheel drive with permanent locking hubs * ABS & driveline traction control * 3.65 axle ratio * Dual stainless steel exhaust

Steering and Suspension

Electric power-assist rack and pinion steering * 4-wheel disc brakes with front vented discs * AdvanceTrac w/Roll Stability Control electronic stability control with anti-roll * Independent front suspension * Front strut suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear independent suspension * Rear multi-link suspension * Rear anti-roll bar * Rear coil springs * Gas-pressurized rear shocks * Front and rear 18.0" x 8.00" black steel wheels with hub covers * P245/55WR18.0 BSW AS front and rear tires * Inside under cargo mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners

Comfort and Convenience

Air conditioning, air filter, underseat ducts * AM/FM stereo, clock, seek-scan, in-dash mounted single CD, MP3 decoder, 6 speakers, speed sensitive volume, integrated roof antenna, radio steering wheel controls * 1 1st row LCD monitor * Cruise control with steering wheel controls * Power door locks, child safety rear door locks, tailgate/rear door lock included with power door locks * 2 12V DC power outlets, driver foot rest, retained accessory power, power adjustable pedals * Analog instrumentation display includes tachometer, engine temperature gauge, engine hour meter, systems monitor, redundant digital speedometer, trip computer, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, door ajar, trunk/liftgate ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt adjustment * Power front and rear windows with deep tint, driver 1-touch down, fixed rearmost windows * Variable intermittent front windshield wipers, sun visor strip, fixed interval rear wiper with heated wiper park, rear window defroster * Dual vanity mirrors * Day-night rearview mirror * Interior lights include dome light with fade, front and rear reading lights * Mini overhead console with storage, locking glove box, dashboard storage, driver and passenger door bins * Carpeted cargo floor, plastic trunk lid/rear cargo door, cargo tie downs, cargo light, cargo tray/organizer

Seating and Interior

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Seating and Interior (Continued)**Exterior Features**

Rear lip spoiler, side impact beams, galvanized steel/aluminum body material * Black bodyside cladding, black wheel well trim molding * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors with liftgate rear cargo door * Driver and passenger power remote black convex spotter folding outside mirrors * Front and rear body-colored bumpers with black rub strip/fascia accents * Projector beam halogen headlamps * Clearcoat monotone paint * Police/fire

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/100,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	304 hp @ 6,500 rpm	Torque	279 lb.-ft. @ 4,000 rpm
1st gear ratio	4.484	2nd gear ratio	2.872
3rd gear ratio	1.842	4th gear ratio	1.414
5th gear ratio	1.000	6th gear ratio	0.742
Reverse gear ratio	2.882	City/hwy	16 mpg/21 mpg
Curb weight	4,639 lbs.	GVWR	6,300 lbs.
Front legroom	40.6 "	Rear legroom	41.6 "
Front headroom	41.4 "	Rear headroom	40.1 "
Front hiproom	57.3 "	Rear hiproom	56.8 "
Front shoulder room	61.3 "	Rear shoulder room	60.9 "
Passenger area volume	118.4 cu.ft.	Length	197.1 "
Body width	78.9 "	Body height	69.2 "
Wheelbase	112.6 "	Axle to end of frame	46.5 "
Front track	67.0 "	Rear track	67.0 "
Turning radius	19.4 '	Fuel tank	18.6 gal.
Interior cargo volume	48.1 cu.ft.	Interior cargo volume seats folded	85.1 cu.ft.
Interior maximum cargo volume	85.1 cu.ft.		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 6/1/2014

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Selected Options

2015 Ford Utility Police Interceptor

AWD Base (K8A)

Vehicle Snapshot

Engine: 3.7L V6 Ti-VCT FFV
Transmission: 6-Speed Automatic
Rear Axle Ratio: 3.65
GVWR: 6,300 lbs

Code	Description	Class
K8A	Base Vehicle Price (K8A)	STD
Packages		
500A	Preferred Equipment Package 500A <i>(99R) Engine: 3.7L V6 Ti-VCT FFV : High efficient police calibrated displacement technology is optimal for long days spent idling or on the job.; (44C) Transmission: 6-Speed Automatic : Exclusively police calibrated for maximum acceleration and faster closing speeds.; (STDAX) 3.65 Axle Ratio; (STDGV) GVWR: 6,300 lbs; (STDTR) Tires: P245/55R18 AS BSW; (STDWL) Wheels: 18" x 8" 5-Spoke Painted Black Steel : Includes center caps and full size spare.; (9) Heavy-Duty Cloth Front Bucket Seats/Vinyl Rear : Unique. Includes 6-way power track driver (fore/aft up/down tilt with manual recline), 2-way manual lumbar and passenger 2-way manual track (fore/aft. with manual recline).; (STDRD) Radio: AM/FM/CD/MP3 Capable : Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>	OPT
Powertrain		
99R	Engine: 3.7L V6 Ti-VCT FFV <i>High efficient police calibrated displacement technology is optimal for long days spent idling or on the job. Torque: 279 ft. lbs. @ 4000 rpm.</i>	INC
44C	Transmission: 6-Speed Automatic <i>Exclusively police calibrated for maximum acceleration and faster closing speeds.</i>	INC
STDAX	3.65 Axle Ratio	INC
STDGV	GVWR: 6,300 lbs	INC
Wheels & Tires		
STDTR	Tires: P245/55R18 AS BSW	INC

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Selected Options Continued

Prepared By:
Dealership:

Chad Welsh
Commercial Fleet Manager

Code	Description	Class
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare.</i>	INC
Seats & Seat Trim		
9	Heavy-Duty Cloth Front Bucket Seats/Vinyl Rear <i>Unique. Includes 6-way power track driver (fore/aft. up/down tilt with manual recline), 2-way manual lumbar and passenger 2-way manual track (fore/aft. with manual recline).</i>	INC
Other Options		
113WB	113" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM/CD/MP3 Capable <i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>	INC
51Y	Driver Only Incandescent Spot Lamp	OPT
Internal Options		
PNTTBL	Paint Table : Primary	OPT
Interior Colors For : Primary		
9W	Charcoal Black	OPT
Primary Colors For : Primary		
UA	Ebony	OPT

Vehicle Subtotal

Destination

Vehicle Subtotal (including Destination)

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Printed on August 11, 2014 at 17:48

Price Level: 515

QuoteID: Presc K8A

Page 6

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Dimensions & Capacities

2015 Ford Utility Police Interceptor

AWD Base (K8A)

Description

Value

Dimensions and Capacities

Output	304 hp @ 6,500 rpm
Torque	279 lb.-ft. @ 4,000 rpm
1st gear ratio	4.484
2nd gear ratio	2.872
3rd gear ratio	1.842
4th gear ratio	1.414
5th gear ratio	1.000
6th gear ratio	0.742
Reverse gear ratio	2.882
City/hwy	16 mpg/21 mpg
Curb weight	4,639 lbs.
GVWR	6,300 lbs.
Front legroom	40.6 "
Rear legroom	41.6 "
Front headroom	41.4 "
Rear headroom	40.1 "
Front hiproom	57.3 "
Rear hiproom	56.8 "
Front shoulder room	61.3 "
Rear shoulder room	60.9 "
Passenger area volume	118.4 cu.ft.
Length	197.1 "
Body width	78.9 "
Body height	69.2 "
Wheelbase	112.6 "
Axle to end of frame	46.5 "
Front track	67.0 "
Rear track	67.0 "
Turning radius	19.4 '
Fuel tank	18.6 gal.
Interior cargo volume	48.1 cu.ft.
Interior cargo volume seats folded	85.1 cu.ft.
Interior maximum cargo volume	85.1 cu.ft.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209861 6/1/2014

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Warranty

2015 Ford Utility Police Interceptor

AWD Base (K8A)

Description

Months/Distance

Basic	36 month/36,000 miles
Powertrain	60 month/100,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 6/1/2014

Printed on August 11, 2014 at 17:48

Price Level: 515

QuoteID: Presc K8A

Page 8


AZ Contract #: ADSP013-038802

City of Prescott

Attn: Stephanie Miller

8/11/2014

Color: Black

Patrol/Prisoner

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	K8A	2015 Ford Interceptor Utility AWD 3.7L V6	\$25,525.24
2	51Y	Spot Lamp - Incandescent Bulb, Driver Only	\$215.00
3	DIO	Paint doors and roof white to city specs	\$1,013.86
4	DIO	Aftermarket upfit per Creative Comm 0080047429	\$22,021.07
5	DIO	Aftermarket upfit per Quality Van quote 8714	\$2,280.00
6			
7			
8			
9			
10			
11			
12			
13			
14			
Taxable Total:			\$51,055.17
Sales Tax:			Sales Tax if applicable Peoria 8.1% \$4,135.47
Warranty Cost:			\$0.00
Tire Tax:			\$5.00
Freight			\$0.00
Total Per Unit:			\$55,195.64

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.#: _____



3332 E. Broadway Road, Suite 101
Phoenix, AZ 85040
Phone: 602-955-8405
Fax: 602-955-1049

QUOTE 0080047429

DATE: 08/05/14

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895

Bill To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Ship To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Page: 6

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
8.00	ENFSRS3J	NFORCE MOUNT LIGHT, 12 LED FLUSH MOUNT REAR GATE COLOR - RED/BLUE	83.16	665.28
4.00	ENL260JJ	NLINE 60" LED SURFACE MOUNT RUNNING LIGHT 10-16V SPLIT COLOR RED/BLUE	650.00	2,600.00
4.00	20.1800PE	MICRODASH PRE-EMPT STROBE LIGHT	276.99	1,107.96
192.00	MRINS	MAKE READY INSTALL LABOR	50.00	9,600.00
4.00	INSFSS	INSTALLER SHOP SUPPLIES	75.00	300.00

SUBTOTAL 88,084.28

SALES TAX .00

TOTAL 88,084.28

Quotation prepared by:

SP Name: PATRICK CASTELLI
Phone#:
Email:

PER UNIT PRICE = \$22,021.07

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

PHOENIX
3332 E. Broadway Rd.
Phoenix, AZ 85040
p. 602-955-8405
f. 602-955-1049

TUCSON
3600 S. Palo Verde Rd. Suite 105
Tucson, AZ 85713
p. 520-747-1516
f. 520-747-0407

FLAGSTAFF
4025 E. Huntington Dr. Suite 100
Flagstaff, AZ 86004
p. 928-779-2929
f. 928-522-0333

LAKE HAVASU CITY
3509 Maricopa Ave.
Lake Havasu, AZ 86406
p. 928-680-4333
f. 928-680-4512

SHOW LOW
501 N. 9th Place
Show Low, AZ 85901
p. 928-537-7459
f. 928-537-3575



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Ship To: PEORIA FORD
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PEORIA AZ 85345

Page: 1

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	VALR51S-CAL2	VALOR LIGHTBAR 51" PACKAGE SSP3000, ES100,ESB-U	2,700.00	10,800.00
4.00	RUMBLER-3	AMP/TIMER & 2-SPKRS	343.99	1,375.96
4.00	RB-TAHO08	KIT,MNTG,08 TAHOE,R	28.99	115.96
16.00	VPX800-4	PERIMETER LIGHTS - RED (8) PRIME OUTPUT LEDs	108.99	1,743.84
8.00	IPX-TRNK2	KIT,MNT,CHGR TRUNK,	19.60	156.80
4.00	VPX800-3	PERIMETER LIGHTS - BLUE (8) PRIME OUTPUT LEDs	108.99	435.96
4.00	VPX800-4	PERIMETER LIGHTS - RED (8) PRIME OUTPUT LEDs	108.99	435.96
4.00	416410-B	SINGLE CORNER LED LIGHT W/ IN LINE FLASHER, BLUE	81.99	327.96
4.00	416410-R	SINGLE CORNER LED LIGHT W/ IN LINE FLASHER, RED	81.99	327.96
4.00	UPKM-3	PARK SIREN DEACTIVATOR	35.99	143.96
4.00	ETHTAHO-07+	PLUG IN HEADLIGHT FLASHER CHEVY TAHOE	49.99	199.96

(Continued on Page 2)



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PEORIA AZ 85345

Page: 2

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	ECVDMLTAL00	UNIVERSAL LED DOME LIGHT 6" ROUND, w/ RED NIGHT LIGHT 10/30 VOLT, WHITE LENS / WHITE	39.99	159.96
4.00	BK2025TAH15	PB450L2 LIGHTED PUSH BUMPER (2) FEDERAL SIGNAL IPX600 FOR 2015 TAHOE	499.99	1,999.96
4.00	SS0001	SAFESTOP MODULE, FOR '07-14 SILVERADO 1500, 2500, & 3500 PLUG & PLAY HARNESS	129.99	519.96
4.00	AOI0001	AIRBAG SWITCH, PASSENGER SIDE "PLUG-IN" W/ ADAPTER KIT, FOR '15 TAHOE	194.99	779.96
4.00	PK0602TAH15SCA	#10VS C PARTITION, RECESSED PANEL, UNCOATED POLY W/ EX. METAL WINDOW SCREEN	560.00	2,240.00
4.00	WK0514TAH15	WINDOW BARRIER VS STEEL VERTICAL, FOR 2015 TAHOE	147.99	591.96
4.00	DK0704TAH15	DOOR PANEL VS STEEL (REPLACE OEM), FOR 2015 TAHOE	111.99	447.96

(Continued on Page 3)



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QUOTE 0080047429

DATE: 08/05/14

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895

Bill To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Ship To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

Page: 3

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	475-0051	GR9 DUAL GUNMOUNT	216.99	867.96
4.00	CT5502	GR9-870/AR BLM VERTICAL MOUNT LAGUNA3p PLASTIC PRISONER SEAT W/LAGUNA SEAT BELTS (BLACK) INCL REAR CARGO CAGE)TAHOE 07+	799.99	3,199.96
4.00	CC-TMC-22	22" TMC CONSOLE, INCLUDES (2) DC OUTLET PLUGS W/ CAPS FOR '07-12 TAHOE/SUBURBAN	371.99	1,487.96
4.00	FP-MXTL2500	7.03 x 2.03 x 1 3" FP XTL2500 & 5000 REMOTE	.00	.00
4.00	AC-GUNBOX-6	6" LIDDED LOCKING BOX NO ARM PAD 5.25" TALL	95.99	383.96
4.00	FP-AP12-3	2" PLATE W /3 DC OUTLET HOLES	.00	.00
4.00	FP-PLATINUM	FP 4" FED SIG SS3000 PLATINUM	.00	.00
4.00	AC-INBHG	4" INTERNAL DUAL BEVERAGE HOLDER W/ RUBBER FINGERS	35.99	143.96
4.00	AC-ARM	ADJUSTABLE ARM REST -	102.99	411.96
12.00	L3-AP1SET	DC OUTLET PLUG w/BLACK	7.99	95.88

(Continued on Page 4)



3332 E. Broadway Road, Suite 101
Phoenix, AZ 85040
Phone: 602-955-8405
Fax: 602-955-1049

QUOTE 0080047429

DATE: 08/05/14

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895

Bill To: PEORIA FORD
9130 W. BELL ROAD
PEORIA AZ 85345

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PEORIA AZ 85345

Page: 4

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	DS-PAN-111	CAPTURED CAP		
4.00	LPS-104	DEVMT, DOCKST, PAN, 30, 31, PWRSPLY, EM, 120W, CABLE, 36", OUTPUT, PAN, 31,	599.99 128.99	2,399.96 515.96
4.00	PKG-PSM-102	PKG, BASE, VMT, HDM, TAH,00-13	199.99	799.96
12.00	LARNMOKHFUD25	25' RG58 CABLE W/ NMO MOUNT NO CONNECTOR (OR USE PART # 429700)	14.99	179.88
8.00	LARNMO150450800	TRI-BAND 2.14DB ANT, NMO MOUNT 150-165/450-470/806-940MHZ	21.99	175.92
4.00	2982701	SIERRA WIRELESS AIRLINK LS300 GATEWAY, MFG# 1101489	599.99	2,399.96
4.00	AP85/18/GPSS119	CELL/PCS/GPS ANTENNA, COLOR WHITE, ADHESIVE MOUNT, TNC CONNECTORS. STD LENGTH 15FT	101.25	405.00
4.00	425-2775	5 LED AUXILIARY FLEXLIGHT 12" CONSOLE 12V HARDWIRE LIGHT	37.50	150.00
4.00	3419	G3 VISION PRESCOTT SPEC	5,499.99	21,999.96
4.00	CRS-57	GOLDEN EAGLE II DUAL ANTENNA,	2,184.99	8,739.96

(Continued on Page 5)



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9130 W. BELL ROAD
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9130 W. BELL ROAD
PEORIA AZ 85345

Page: 5

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	22050	KA-BAND DCM W/TRU TRAK 12V DC DIRECT WIRE CHARGE CORD (ALL RECHARGEABLES)	9.99	39.96
4.00	75100	CHARGER HOLDER STINGER- 10HR (ALL STINGERS) *DOES NOT INCLUDE CORD*	15.99	63.96
4.00	MRCB150	150A RESET CIRCUIT BREAKER	26.00	104.00
4.00	C-UNV-POW	UNIVERSAL POWER SUPPLY CHEVY TAHOE	333.99	1,335.96
4.00	5201	POWER TAMEER VS	65.00	260.00
4.00	V23132A2001B200	V23132A2001B200 SUPER RELAY KIT, 130AMP 12VDC, RELAY 1PC #282080-1 2POS REC	41.25	165.00
4.00	225-2059	TAHOE TLO BOX SINGLE DRAWER STORAGE BOX 44" W x 29" D x 16 .5 T INCL 2" LIP & T HANDLE LK	999.99	3,999.96
4.00	380400-W	6 INCH, PAR46 LED SPOT LAMP	149.99	599.96
4.00	LARNMOC/P3E	824/1850MHZ 3DB DUAL BAND ANT NMO MOUNT, BLACK	19.99	79.96

(Continued on Page 6)



Date _____

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Standard Equipment

2015 Ford Utility Police Interceptor

AWD Base (K8A)

Powertrain

3.7L V-6 DOHC SMPI 24 valve engine with variable valve control * 220 amp HD alternator * 750 amp 78 amp hours (Ah) HD battery * Engine oil cooler, HD radiator, transmission oil cooler * 6-speed electronic automatic transmission with overdrive, lock-up * Automatic full-time all-wheel drive with permanent locking hubs * ABS & driveline traction control * 3.65 axle ratio * Dual stainless steel exhaust

Steering and Suspension

Electric power-assist rack and pinion steering * 4-wheel disc brakes with front vented discs * AdvanceTrac w/Roll Stability Control electronic stability control with anti-roll * Independent front suspension * Front strut suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear independent suspension * Rear multi-link suspension * Rear anti-roll bar * Rear coil springs * Gas-pressurized rear shocks * Front and rear 18.0" x 8.00" black steel wheels with hub covers * P245/55VR18.0 BSW AS front and rear tires * Inside under cargo mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners

Comfort and Convenience

Air conditioning, air filter, underseat ducts * AM/FM stereo, clock, seek-scan, in-dash mounted single CD, MP3 decoder, 6 speakers, speed sensitive volume, integrated roof antenna, radio steering wheel controls * 1 1st row LCD monitor * Cruise control with steering wheel controls * Power door locks, child safety rear door locks, tailgate/rear door lock included with power door locks * 2 12V DC power outlets, driver foot rest, retained accessory power, power adjustable pedals * Analog instrumentation display includes tachometer, engine temperature gauge, engine hour meter, systems monitor, redundant digital speedometer, trip computer, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, door ajar, trunk/liftgate ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt adjustment * Power front and rear windows with deep tint, driver 1-touch down, fixed rearmost windows * Variable intermittent front windshield wipers, sun visor strip, fixed interval rear wiper with heated wiper park, rear window defroster * Dual vanity mirrors * Day-night rearview mirror * Interior lights include dome light with fade, front and rear reading lights * Mini overhead console with storage, locking glove box, dashboard storage, driver and passenger door bins * Carpeted cargo floor, plastic trunk lid/rear cargo door, cargo tie downs, cargo light, cargo tray/organizer

Seating and Interior

Seating capacity of 5 * Bucket front seats with adjustable head restraints * 8-way adjustable (6-way power) driver seat includes lumbar support * 4-way adjustable passenger seat * 60-40 folding rear split-bench seat with fold forward seatback * Cloth faced front seats with vinyl back material * Vinyl faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, metal-look instrument panel insert, urethane gear shift knob, metal-look door panel insert, metal-look interior accents

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 B/1/2014

Seating and Interior (Continued)**Exterior Features**

Rear lip spoiler, side impact beams, galvanized steel/aluminum body material * Black bodyside cladding, black wheel well trim molding * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors with liftgate rear cargo door * Driver and passenger power remote black convex spotter folding outside mirrors * Front and rear body-colored bumpers with black rub strip/fascia accents * Projector beam halogen headlamps * Clearcoat monotone paint * Police/fire

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/100,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	304 hp @ 6,500 rpm	Torque	279 lb.-ft. @ 4,000 rpm
1st gear ratio	4.484	2nd gear ratio	2.872
3rd gear ratio	1.842	4th gear ratio	1.414
5th gear ratio	1.000	6th gear ratio	0.742
Reverse gear ratio	2.882	City/hwy	16 mpg/21 mpg
Curb weight	4,639 lbs.	GVWR	6,300 lbs.
Front legroom	40.6 "	Rear legroom	41.6 "
Front headroom	41.4 "	Rear headroom	40.1 "
Front hiproom	57.3 "	Rear hiproom	56.8 "
Front shoulder room	61.3 "	Rear shoulder room	60.9 "
Passenger area volume	118.4 cu.ft.	Length	197.1 "
Body width	78.9 "	Body height	69.2 "
Wheelbase	112.6 "	Axle to end of frame	46.5 "
Front track	67.0 "	Rear track	67.0 "
Turning radius	19.4 '	Fuel tank	18.6 gal.
Interior cargo volume	48.1 cu.ft.	Interior cargo volume seats folded	85.1 cu.ft.
Interior maximum cargo volume	85.1 cu.ft.		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 8/1/2014

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Vehicle Profile

2015 Ford Utility Police Interceptor

AWD Base (K8A)

Powertrain

3.7L V-6 DOHC SMPI 24 valve engine with variable valve control * 220 amp HD alternator * 750 amp 78 amp hours (Ah) HD battery * Engine oil cooler, HD radiator, transmission oil cooler * 6-speed electronic automatic transmission with overdrive, lock-up * Automatic full-time all-wheel drive with permanent locking hubs * ABS & driveline traction control * 3.65 axle ratio * Dual stainless steel exhaust

Steering and Suspension

Electric power-assist rack and pinion steering * 4-wheel disc brakes with front vented discs * AdvanceTrac w/Roll Stability Control electronic stability control with anti-roll * Independent front suspension * Front strut suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear independent suspension * Rear multi-link suspension * Rear anti-roll bar * Rear coil springs * Gas-pressurized rear shocks * Front and rear 18.0" x 8.00" black steel wheels with hub covers * P245/55WR18.0 BSW AS front and rear tires * Inside under cargo mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners

Comfort and Convenience

Air conditioning, air filter, underseat ducts * AM/FM stereo, clock, seek-scan, in-dash mounted single CD, MP3 decoder, 6 speakers, speed sensitive volume, integrated roof antenna, radio steering wheel controls * 1 1st row LCD monitor * Cruise control with steering wheel controls * Power door locks, child safety rear door locks, tailgate/rear door lock included with power door locks * 2 12V DC power outlets, driver foot rest, retained accessory power, power adjustable pedals * Analog instrumentation display includes tachometer, engine temperature gauge, engine hour meter, systems monitor, redundant digital speedometer, trip computer, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, door ajar, trunk/liftgate ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt adjustment * Power front and rear windows with deep tint, driver 1-touch down, fixed rearmost windows * Variable intermittent front windshield wipers, sun visor strip, fixed interval rear wiper with heated wiper park, rear window defroster * Dual vanity mirrors * Day-night rearview mirror * Interior lights include dome light with fade, front and rear reading lights * Mini overhead console with storage, locking glove box, dashboard storage, driver and passenger door bins * Carpeted cargo floor, plastic trunk lid/rear cargo door, cargo tie downs, cargo light, cargo tray/organizer

Seating and Interior

Seating capacity of 5 * Bucket front seats with adjustable head restraints * 8-way adjustable (6-way power) driver seat includes lumbar support * 4-way adjustable passenger seat * 60-40 folding rear split-bench seat with fold forward seatback * Cloth faced front seats with vinyl back material * Vinyl faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, metal-look instrument panel insert, urethane gear shift knob, metal-look door panel insert, metal-look interior accents

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Seating and Interior (Continued)

Exterior Features

Rear lip spoiler, side impact beams, galvanized steel/aluminum body material * Black bodyside cladding, black wheel well trim molding * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors with liftgate rear cargo door * Driver and passenger power remote black convex spotter folding outside mirrors * Front and rear body-colored bumpers with black rub strip/fascia accents * Projector beam halogen headlamps * Clearcoat monotone paint * Police/fire

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/100,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	304 hp @ 6,500 rpm	Torque	279 lb.-ft. @ 4,000 rpm
1st gear ratio	4.484	2nd gear ratio	2.872
3rd gear ratio	1.842	4th gear ratio	1.414
5th gear ratio	1.000	6th gear ratio	0.742
Reverse gear ratio	2.882	City/hwy	16 mpg/21 mpg
Curb weight	4,639 lbs.	GVWR	6,300 lbs.
Front legroom	40.6 "	Rear legroom	41.6 "
Front headroom	41.4 "	Rear headroom	40.1 "
Front hiproom	57.3 "	Rear hiproom	56.8 "
Front shoulder room	61.3 "	Rear shoulder room	60.9 "
Passenger area volume	118.4 cu.ft.	Length	197.1 "
Body width	78.9 "	Body height	69.2 "
Wheelbase	112.6 "	Axle to end of frame	46.5 "
Front track	67.0 "	Rear track	67.0 "
Turning radius	19.4 '	Fuel tank	18.6 gal.
Interior cargo volume	48.1 cu.ft.	Interior cargo volume seats folded	85.1 cu.ft.
Interior maximum cargo volume	85.1 cu.ft.		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 6/1/2014

Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Selected Options

2015 Ford Utility Police Interceptor

AWD Base (K8A)

Vehicle Snapshot

Engine: 3.7L V6 Ti-VCT FFV
Transmission: 6-Speed Automatic
Rear Axle Ratio: 3.65
GVWR: 6,300 lbs

Code	Description	Class
K8A	Base Vehicle Price (K8A)	STD
Packages		
500A	Preferred Equipment Package 500A <i>(99R) Engine: 3.7L V6 Ti-VCT FFV : High efficient police calibrated displacement technology is optimal for long days spent idling or on the job.; (44C) Transmission: 6-Speed Automatic : Exclusively police calibrated for maximum acceleration and faster closing speeds.; (STDAX) 3.65 Axle Ratio; (STDGV) GVWR: 6,300 lbs; (STDTR) Tires: P245/55R18 AS BSW; (STDWL) Wheels: 18" x 8" 5-Spoke Painted Black Steel : Includes center caps and full size spare.; (9) Heavy-Duty Cloth Front Bucket Seats/Vinyl Rear : Unique. Includes 6-way power track driver (fore/aft.up/down tilt with manual recline), 2-way manual lumbar and passenger 2-way manual track (fore/aft. with manual recline).; (STDRD) Radio: AM/FM/CD/MP3 Capable : Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>	OPT
Powertrain		
99R	Engine: 3.7L V6 Ti-VCT FFV <i>High efficient police calibrated displacement technology is optimal for long days spent idling or on the job. Torque: 279 ft.lbs. @ 4000 rpm.</i>	INC
44C	Transmission: 6-Speed Automatic <i>Exclusively police calibrated for maximum acceleration and faster closing speeds.</i>	INC
STDAX	3.65 Axle Ratio	INC
STDGV	GVWR: 6,300 lbs	INC
Wheels & Tires		
STDTR	Tires: P245/55R18 AS BSW	INC

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Selected Options Continued

Prepared By:
Dealership:

Chad Welsh
Commercial Fleet Manager

Code	Description	Class
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare.</i>	INC
Seats & Seat Trim		
9	Heavy-Duty Cloth Front Bucket Seats/Vinyl Rear <i>Unique. Includes 6-way power track driver (fore/aft.up/down tilt with manual recline), 2-way manual lumbar and passenger 2-way manual track (fore/aft. with manual recline).</i>	INC
Other Options		
113WB	113" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM/CD/MP3 Capable <i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>	INC
51Y	Driver Only Incandescent Spot Lamp	OPT
Internal Options		
PNTTBL	Paint Table : Primary	OPT
Interior Colors For : Primary		
9W	Charcoal Black	OPT
Primary Colors For : Primary		
UA	Ebony	OPT

Vehicle Subtotal

Destination

Vehicle Subtotal (including Destination)

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Printed on August 11, 2014 at 17:48

Price Level: 515

QuoteID: Presc K8A

Page 6

Prepared For:**Prepared By:**

Chad Welsh
 Commercial Fleet Manager
 9130 West Bell Road
 Peoria, Arizona, 85382
 Phone: 623-261-0570
 Fax: 480-393-5536



Dimensions & Capacities

2015 Ford Utility Police Interceptor

AWD Base (K8A)

Description

Value

Dimensions and Capacities

Output	304 hp @ 6,500 rpm
Torque	279 lb.-ft. @ 4,000 rpm
1st gear ratio	4.484
2nd gear ratio	2.872
3rd gear ratio	1.842
4th gear ratio	1.414
5th gear ratio	1.000
6th gear ratio	0.742
Reverse gear ratio	2.882
City/hwy	16 mpg/21 mpg
Curb weight	4,639 lbs.
GVWR	6,300 lbs.
Front legroom	40.6 "
Rear legroom	41.6 "
Front headroom	41.4 "
Rear headroom	40.1 "
Front hiproom	57.3 "
Rear hiproom	56.8 "
Front shoulder room	61.3 "
Rear shoulder room	60.9 "
Passenger area volume	118.4 cu.ft.
Length	197.1 "
Body width	78.9 "
Body height	69.2 "
Wheelbase	112.6 "
Axle to end of frame	46.5 "
Front track	67.0 "
Rear track	67.0 "
Turning radius	19.4 '
Fuel tank	18.6 gal.
Interior cargo volume	48.1 cu.ft.
Interior cargo volume seats folded	85.1 cu.ft.
Interior maximum cargo volume	85.1 cu.ft.

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Prepared For:

Prepared By:

Chad Welsh
Commercial Fleet Manager
9130 West Bell Road
Peoria, Arizona, 85382
Phone: 623-261-0570
Fax: 480-393-5536



Warranty

2015 Ford Utility Police Interceptor

AWD Base (K8A)

Description

Months/Distance

Basic	36 month/36,000 miles
Powertrain	60 month/100,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209861 6/1/2014

Printed on August 11, 2014 at 17:48

Price Level: 515

QuoteID: Presc K8A

Page 8

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: City Attorney

AGENDA ITEM: 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

Approved By:		Date:
City Attorney:	Paladini, Jon	09/11/2014
City Manager:	McConnell, Craig	09/12/2014

Item Summary

Arizona law (ARS Sec. 38-847) creates a Public Safety Personnel Retirement System (PSPRS) local board for each employer. The PSPRS local board has the responsibility of administering the local PSPRS system for the employer (i.e. the City) and for making the provisions of the system effective. State law also provides that legal counsel retained by the local board, independent of the employer, owes its duty of loyalty only to the local board in connection with its legal representation. Additionally, the law provides that the fees of the local board's independent legal counsel shall be paid by the employer (i.e. the City) after such amounts are approved by the local board.

The PSPRS local board retained the law firm of Ryan Rapp & Underwood (RRU) in February of 2014, to provide legal services regarding various PSPRS matters. In July of 2014, RRU resigned as legal counsel to the PSPRS local board. At the September 5, 2014, meeting the PSPRS local board approved payment of the RRU invoice in the amount of \$22,933. A summary of the RRU invoice is attached (work product and/or attorney-client privilege information redacted).

The City has minimal discretion in paying RRU's invoice since it is a state law mandate. However, because this expenditure exceeds \$10,000, approval by City Council is necessary to appropriate the funds.

Financial Impact

Funding for these attorney's fees will be paid out of the Legal Department's budget for professional services.

Agenda Item: 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

Attachments

1. Ryan Rapp & Underwood's Bill for Attorney's Fees

Recommended Action: MOVE to approve payment of attorney's fees in the amount of \$22,933.00 to the law firm of Ryan Rapp & Underwood.

1/1/1970 to 12/31/2029

	Code	Name	Init Atty	DLN	
Client	40015	PRESCOTT BOARDS	Bill Atty	DLN	DAVID L NIEDERDEPPE
Matter	22	PRESCOTT FIRE PSPRS BOARDS	Resp Atty	DLN	DAVID L NIEDERDEPPE

Unbilled Time

Atty	To Be Billed					
OnBill Name	Date	Code	Hours	\$ Value	Task	Ref #
Text						
0						
Billable			0.00	0.00		
Non-Billable			0.00	0.00		
Suppressable			0.00	0.00		
Total Unbilled Time			0.00	0.00	Total	Matter
					Hours	Value
					0.00	0.00

Unbilled Expenses

Code	Description	Date	Ck #	Ck Date	To Be Billed \$ Value	Ref #	Text
	Advanced				0.00		
	Non-Cash				0.00		Matter Value
	Total Unbilled Expenses				0.00	Total	0.00

Bills

				Balance Due			
Number	Date	Total	Fees	Expenses	Total	Fees	Expenses
34996	03/12/14	3,427.00	3,427.00		3,427.00	3,427.00	
35749	04/08/14	2,651.50	2,651.50		2,651.50	2,651.50	
36293	05/09/14	3,675.50	3,675.50		3,675.50	3,675.50	
37007	06/10/14	9,292.00	9,292.00		9,292.00	9,292.00	
37753	07/11/14	2,116.00	2,116.00		2,116.00	2,116.00	
38360	08/06/14	1,771.00	1,771.00		1,771.00	1,771.00	
Total Bills		22,933.00	22,933.00	0.00	22,933.00	22,933.00	0.00

Receipts

Date	Acct. Type	\$ Value	Ck #	Text
		0.00		
Applied		0.00		
Prepaid		0.00		
Total Receipts		0.00		

Writeoffs

Date	Total	Fees	Expenses	Text
Total Writeoffs				

- Trust

Account	Date	\$ Value	Ck #	Text
Account Subtotal		0.00		
Total Trust		0.00		

Matter Ledger Report

1/1/1970 to 12/31/2029

Code	Name	Init Atty	DLN	DAVID L NIEDERDEPPE
Client 40018	PRESCOTT BOARDS	Bill Atty	DLN	DAVID L NIEDERDEPPE
Matter 22	PRESCOTT FIRE PSPRS BOARDS	Resp Atty	DLN	DAVID L NIEDERDEPPE

					Billed Time			
Atty OnBill	Name	Date	Code	Hours	\$ Value	Task	Ref #	Text
DLN DLN	DAVID L NIEDERDEPPE	02/06/14	B	0.40	92.00		33F2963	YARNELL CLAIMANTS --
DLN DLN	DAVID L NIEDERDEPPE	02/07/14	B	0.60	138.00		33F2983	
DLN DLN	DAVID L NIEDERDEPPE	02/10/14	B	1.60	368.00		33F6367	YARNELL CLAIMANTS --
DLN DLN	DAVID L NIEDERDEPPE	02/11/14	B	0.50	115.00		33F6393	YARNELL CLAIMANTS --
DLN DLN	DAVID L NIEDERDEPPE	02/12/14	B	1.00	230.00		33F6394	YARNELL CLAIMANTS --
DLN DLN	DAVID L NIEDERDEPPE	02/13/14	B	0.10	23.00		33F6427	YARNELL CLAIMANTS --
CKK CKK	CYNTHIA K KELLEY	02/14/14	B	0.40	92.00		33F5645	
DLN DLN	DAVID L NIEDERDEPPE	02/14/14	B	0.30	69.00		33F6431	YARNELL CLAIMANTS --
DLN DLN	DAVID L NIEDERDEPPE	02/16/14	B	0.70	161.00		33F6439	YARNELL CLAIMANTS --
DLN DLN	DAVID L NIEDERDEPPE	02/17/14	B	2.50	575.00		33G2136	YARNELL CLAIMANTS --
DLN DLN	DAVID L NIEDERDEPPE	02/18/14	B	3.50	805.00		33G2152	YARNELL CLAIMANTS --
DLN DLN	DAVID L NIEDERDEPPE	02/19/14	B	0.10	23.00		33G2187	YARNELL CLAIMANTS --
CKK CKK	CYNTHIA K KELLEY	02/20/14	B	0.20	46.00		33G1403	
DLN DLN	DAVID L NIEDERDEPPE	02/20/14	B	1.00	230.00		33G2195	YARNELL CLAIMANTS --
CKK CKK	CYNTHIA K KELLEY	02/21/14	B	0.20	46.00		33G1400	
DLN DLN	DAVID L NIEDERDEPPE	02/21/14	B	0.20	46.00		33G3453	YARNELL CLAIMANTS --
CKK CKK	CYNTHIA K KELLEY	02/25/14	B	0.60	138.00		33G4937	
DLN DLN	DAVID L NIEDERDEPPE	02/25/14	B	0.60	138.00		33G9264	YARNELL CLAIMANTS --
CKK CKK	CYNTHIA K KELLEY	02/26/14	B	0.40	92.00		33G8355	
DLN DLN	DAVID L NIEDERDEPPE	03/05/14	B	0.10	23.00		33I2744	YARNELL CLAIMANTS --
JKK JKK	JOHN KENNETH KELLEY	03/11/14	B	0.30	52.50		33I2839	
DLN DLN	DAVID L NIEDERDEPPE	03/11/14	B	0.20	46.00		33I8496	
DLN DLN	DAVID L NIEDERDEPPE	03/13/14	B	1.00	230.00		33I8523	YARNELL CLAIMANTS --
DLN DLN	DAVID L NIEDERDEPPE	03/14/14	B	0.50	115.00		33J1005	YARNELL CLAIMANTS --
DLN DLN	DAVID L NIEDERDEPPE	03/18/14	B	0.20	46.00		33J3227	YARNELL CLAIMANTS --
DLN DLN	DAVID L NIEDERDEPPE	03/18/14	B	0.80	184.00		33J3229	YARNELL CLAIMANTS --
DLN DLN	DAVID L NIEDERDEPPE	03/19/14	B	0.30	69.00		33J3234	ASHCRAFT --
DLN DLN	DAVID L NIEDERDEPPE	03/20/14	B	0.10	23.00		33J6779	ASHCRAFT --
DLN DLN	DAVID L NIEDERDEPPE	03/21/14	B	0.80	184.00		33J6784	ASHCRAFT --
DLN DLN	DAVID L NIEDERDEPPE	03/23/14	B	0.10	23.00		33J6792	ASHCRAFT --

Matter Ledger Report

1/1/1970 to 12/31/2029

Code	Name	Init Atty	DLN	DAVID L NIEDERDEPPE
Client 40016	PRESCOTT BOARDS	Bill Atty	DLN	DAVID L NIEDERDEPPE
Matter 22	PRESCOTT FIRE PSPRS BOARDS	Resp Atty	DLN	DAVID L NIEDERDEPPE

Billed Time Continued

Atty OnBill	Name	Date	Code	Hours	\$ Value	Task	Ref #	Text
CKK	CYNTHIA K KELLEY	03/24/14	B	0.40	92.00		33J2147	
DLN	DAVID L NIEDERDEPPE	03/24/14	B	0.60	138.00		33J6799	YARNELL CLAIMS -- F
DLN	DAVID L NIEDERDEPPE	03/25/14	B	0.20	46.00		33J6807	YARNELL CLAIMANTS -- I
DLN	DAVID L NIEDERDEPPE	03/26/14	B	0.10	23.00		33J6815	
DLN	DAVID L NIEDERDEPPE	03/26/14	B	0.10	23.00		33J6816	WARNEKE --
CKK	CYNTHIA K KELLEY	03/27/14	B	0.30	69.00		33J5119	
DLN	DAVID L NIEDERDEPPE	03/27/14	B	2.40	552.00		33J6820	YARNELL CLAIMS -- I
DLN	DAVID L NIEDERDEPPE	03/27/14	B	0.50	115.00		33J6825	
DLN	DAVID L NIEDERDEPPE	03/31/14	B	2.30	529.00		33K1208	YARNELL CLAIMANTS -- F
DLN	DAVID L NIEDERDEPPE	03/31/14	B	0.30	69.00		33K1208	
DLN	DAVID L NIEDERDEPPE	04/02/14	B	0.10	23.00		33K5004	YARNELL CLAIMANTS -- I
DLN	DAVID L NIEDERDEPPE	04/03/14	B	1.50	345.00		33K5029	YARNELL CLAIMS -- F
DLN	DAVID L NIEDERDEPPE	04/04/14	B	1.00	230.00		33L2900	YARNELL CLAIMS -- F
DLN	DAVID L NIEDERDEPPE	04/04/14	B	0.20	46.00		33L2909	
DLN	DAVID L NIEDERDEPPE	04/07/14	B	0.20	46.00		33L2918	
CKK	CYNTHIA K KELLEY	04/08/14	B	0.20	46.00		33K9197	
DLN	DAVID L NIEDERDEPPE	04/08/14	B	1.80	414.00		33L2951	YARNELL CLAIMS --
DLN	DAVID L NIEDERDEPPE	04/09/14	B	2.00	460.00		33L2954	YARNELL CLAIMS --
DLN	DAVID L NIEDERDEPPE	04/10/14	B	0.50	115.00		33L8352	YARNELL CLAIMANTS --
DLN	DAVID L NIEDERDEPPE	04/14/14	B	0.30	69.00		33L8408	YARNELL CLAIMS --
CKK	CYNTHIA K KELLEY	04/15/14	B	1.50	345.00		33L5631	
CKK	CYNTHIA K KELLEY	04/15/14	B	0.50	115.00		33L5822	
JKK	JOHN KENNETH KELLEY	04/16/14	B	0.20	35.00		33L6254	
DLN	DAVID L NIEDERDEPPE	04/16/14	B	0.10	23.00		33L8422	YARNELL CLAIMS --
JKK	JOHN KENNETH KELLEY	04/17/14	B	0.30	52.50		33L7541	
DLN	DAVID L NIEDERDEPPE	04/18/14	B	5.00	1,150.00		33L9293	YARNELL CLAIMS -- F
CKK	CYNTHIA K KELLEY	04/21/14	B	0.20	46.00		33L9329	
DLN	DAVID L NIEDERDEPPE	04/21/14	B	0.10	23.00		33M3348	YARNELL CLAIMS

Matter Ledger Report

1/1/1970 to 12/31/2029

Code	Name	Init Atty	DLN	DAVID L NIEDERDEPPE
Client 40015	PRESCOTT BOARDS	Bill Atty	DLN	DAVID L NIEDERDEPPE
Matter 22	PRESCOTT FIRE PSPRS BOARDS	Resp Atty	DLN	DAVID L NIEDERDEPPE

Atty OnBill		Billed Time Continued						
Name	Date	Code	Hours	\$ Value	Task	Ref #	Text	
DLN DLN	DAVID L NIEDERDEPPE	04/22/14	B	0.40	92.00	33M3357	YARNELL CLAIMS --	
DLN DLN	DAVID L NIEDERDEPPE	05/05/14	B	0.10	23.00	33N9707	YARNELL CLAIMS --	
CKK CKK	CYNTHIA K KELLEY	05/06/14	B	1.20	276.00	33N3911		
DLN DLN	DAVID L NIEDERDEPPE	05/06/14	B	1.30	299.00	33N9723	YARNELL CLAIMS --	
DLN DLN	DAVID L NIEDERDEPPE	05/07/14	B	1.50	345.00	33N9747	YARNELL CLAIMS --	
DLN DLN	DAVID L NIEDERDEPPE	05/08/14	B	0.30	69.00	33N9766	YARNELL CLAIMS --	
DLN DLN	DAVID L NIEDERDEPPE	05/11/14	B	0.30	69.00	33O3682	YARNELL CLAIMS --	
CKK CKK	CYNTHIA K KELLEY	05/12/14	B	0.20	46.00	33O0020		
DLN DLN	DAVID L NIEDERDEPPE	05/12/14	B	3.60	828.00	33O3691	YARNELL CLAIMS --	
CKK CKK	CYNTHIA K KELLEY	05/13/14	B	1.60	368.00	33O1634		
DLN DLN	DAVID L NIEDERDEPPE	05/13/14	B	0.10	23.00	33O8943	YARNELL CLAIMS --	
DLN DLN	DAVID L NIEDERDEPPE	05/16/14	B	0.10	23.00	33O9048	YARNELL CLAIMS --	
DLN DLN	DAVID L NIEDERDEPPE	05/16/14	B	0.50	115.00	33O9100	YARNELL CLAIMS --	
DLN DLN	DAVID L NIEDERDEPPE	05/17/14	B	0.50	115.00	33O9110	YARNELL CLAIMS --	
DLN DLN	DAVID L NIEDERDEPPE	05/18/14	B	0.50	115.00	33O9111	YARNELL CLAIMS --	
CKK CKK	CYNTHIA K KELLEY	05/19/14	B	1.50	345.00	33O5170		
CKK CKK	CYNTHIA K KELLEY	05/19/14	B	0.20	46.00	33O5211		
DLN DLN	DAVID L NIEDERDEPPE	05/19/14	B	0.80	184.00	33O9114	YARNELL CLAIMS --	
DLN DLN	DAVID L NIEDERDEPPE	05/19/14	B	1.20	276.00	33P1504	ASHCRAFT --	
DLN DLN	DAVID L NIEDERDEPPE	05/20/14	B	6.00	1,380.00	33P1543	YARNELL CLAIMS --	
DLN DLN	DAVID L NIEDERDEPPE	05/21/14	B	8.10	1,863.00	33P1548	ASHCRAFT --	
DLN DLN	DAVID L NIEDERDEPPE	05/22/14	B	8.60	1,978.00	33P1552	ASHCRAFT --	
DLN DLN	DAVID L NIEDERDEPPE	05/23/14	B	0.70	161.00	33P6161	YARNELL CLAIMS --	
DLN DLN	DAVID L NIEDERDEPPE	05/27/14	B	0.20	46.00	33P6174	ASHCRAFT --	
DLN DLN	DAVID L NIEDERDEPPE	05/28/14	B	0.80	184.00	33P6196	ASHCRAFT --	
DLN DLN	DAVID L NIEDERDEPPE	05/29/14	B	0.40	92.00	33P6201	YARNELL CLAIMS --	
DLN DLN	DAVID L NIEDERDEPPE	05/30/14	B	0.10	23.00	33P6378	ASHCRAFT --	

Matter Ledger Report

1/1/1970 to 12/31/2029

Code	Name	Init Atty	DLN	DAVID L NIEDERDEPPE
Client 40015	PRESCOTT BOARDS	Bill Atty	DLN	DAVID L NIEDERDEPPE
Matter 22	PRESCOTT FIRE PSPRS BOARDS	Resp Atty	DLN	DAVID L NIEDERDEPPE

Billed Time Continued									
Atty	OnBill	Name	Date	Code	Hours	\$ Value	Task	Ref #	Text
DLN	DLN	DAVID L NIEDERDEPPE	06/01/14	B	0.20	46.00		33Q1442	YARNELL CLAIMS --
CKK	CKK	CYNTHIA K KELLEY	06/02/14	B	1.20	276.00		33P8758	
DLN	DLN	DAVID L NIEDERDEPPE	06/02/14	B	1.00	230.00		33Q1443	YARNELL CLAIMS --
CKK	CKK	CYNTHIA K KELLEY	06/03/14	B	2.90	667.00		33P8760	
CKK	CKK	CYNTHIA K KELLEY	06/03/14	B	2.50	575.00		33P9039	
DLN	DLN	DAVID L NIEDERDEPPE	06/03/14	B	0.40	92.00		33Q1461	YARNELL CLAIMS --
DLN	DLN	DAVID L NIEDERDEPPE	06/04/14	B	0.30	69.00		33Q2268	YARNELL CLAIMS --
DLN	DLN	DAVID L NIEDERDEPPE	06/05/14	B	0.10	23.00		33Q2270	
DLN	DLN	DAVID L NIEDERDEPPE	06/08/14	B	0.20	46.00		33Q8146	
DLN	DLN	DAVID L NIEDERDEPPE	06/09/14	B	0.40	92.00		33Q8153	
DLN	DLN	DAVID L NIEDERDEPPE	07/02/14	B	0.20	46.00		33S9627	ASHCRAFT --
DLN	DLN	DAVID L NIEDERDEPPE	07/03/14	B	0.50	115.00		33T3476	ASHCRAFT --
CKK	CKK	CYNTHIA K KELLEY	07/07/14	B	0.20	46.00		33S7743	
DLN	DLN	DAVID L NIEDERDEPPE	07/08/14	B	3.00	690.00		33T3495	ASHCRAFT --
DLN	DLN	DAVID L NIEDERDEPPE	07/08/14	B	0.10	23.00		33T3503	MEISNER --
DLN	DLN	DAVID L NIEDERDEPPE	07/08/14	B	0.10	23.00		33T3504	WARNEKE --
DLN	DLN	DAVID L NIEDERDEPPE	07/09/14	B	1.20	276.00		33T3508	ASHCRAFT --
DLN	DLN	DAVID L NIEDERDEPPE	07/10/14	B	0.50	115.00		33T3519	NEW HIRES --
DLN	DLN	DAVID L NIEDERDEPPE	07/17/14	B	1.10	253.00		33U1294	ASHCRAFT --
DLN	DLN	DAVID L NIEDERDEPPE	07/22/14	B	0.80	184.00		33U4225	
Billable					99.90	22,933.00			
Non-Billable					0.00	0.00			
Suppressable					0.00	0.00			
Total Billed Time					99.90	22,933.00			

Billed Expenses							
Code	Description	Date	Check #	Ck. Date	\$ Value	Ref #	Text
	Advanced				0.00		
	Non-Cash				0.00		
	Total Billed Expenses				0.00		

1/1/1970 to 12/31/2029

Matter Ledger Summary								Matter Value of	
	Total	Current	31-60	61-90	Over 90	Trust Balance	Prepaid Balance	WIP Carried Forward	
WIP:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Fees	0.00
A/R:	22,933.00	0.00	0.00	0.00	22,933.00			Costs	0.00
								Total	0.00
End of Report									

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: City Attorney

AGENDA ITEM: Approval to enter into a Settlement Agreement and Release of Claims regarding Case No. CV-08204-PHX aka CV-11-08204-PCT-DGC, Vicente v. City of Prescott, et.al.

Approved By:		Date:
City Attorney:	Paladini, Jon	09/12/2014
City Manager:	McConnell, Craig	09/18/2014

Item Summary

On December 16, 2011, John Paul "J.P." Vicente filed a Complaint in the U.S. District Court for Arizona entitled Vicente v. City of Prescott, et. al., 3:11-CV-08204-PHX aka CV-11-08204-PCT-DGC ("Complaint"). The Complaint alleged eight (8) separate employment-related causes of action arising from his work conditions as a Fire Captain with the City of Prescott Fire Department. The original complaint named the following Defendants: City of Prescott, City of Prescott Fire Department, Mayor Marlin Kuykendall and spouse, Bruce Martinez and spouse, Don Devendorf and spouse, Mary Jacobsen and spouse, Steve Norwood and spouse, and Laurie Hadley and spouse. A Third Amended Complaint was filed to include Shawn Vicente as a Plaintiff, and the Public Safety Personnel Retirement System Local Board as a Defendant.

The proposed Settlement Agreement and Release Of Claims ("Agreement") will resolve all claims and/or disputes arising from the facts and circumstances alleged by Plaintiffs in their Complaint against all Defendants.

The Agreement contains two important terms. First, by entering into the Agreement, none of the parties is admitting to any wrongdoing or liability; second, no monetary consideration will be paid by the City to Vicente or by Vicente to the City.

Consideration supporting the Agreement is that all parties agree to refrain from seeking attorneys' fees and costs, or any other additional monetary or injunctive relief against the other party in connection with the allegations set forth in the Complaint. Additionally, all parties agree to waive any right to appeal regarding any aspect of the Complaint.

Agenda Item: Approval to enter into a Settlement Agreement and Release of Claims regarding Case No. CV-08204-PHX aka CV-11-08204-PCT-DGC, Vicente v. City of Prescott, et.al.

Upon approval of the Agreement by Council, and once the Agreement is signed by all parties, a Stipulation to Dismiss the case with prejudice will be filed with the court, each party bearing their own fees and costs, thereby ending the litigation.

Attachments

1. Settlement Agreement and Release of Claims

Recommended Action: **MOVE** to approve the Settlement Agreement and Release of Claims in Vicente v. City of Prescott, CV-08204-PHX aka CV-11-08204-PCT-DGC.

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is signed, as indicated below, between the City of Prescott, Steve Norwood and ***Shelly Norwood***, and the City's insurers, parents, subsidiaries, affiliates, divisions, elected officials, officers, department heads, other supervisors, employees, agents, attorneys, successors, assigns, and the Local Board of the Public Safety Personnel Retirement System, and its members, officials and personnel (referred to collectively as the "City"), on the one hand, and John Paul Vicente and Shawn Marie Vicente (referred to collectively as "Vicente"), on the other hand. The City and Vicente, as defined herein, are collectively referred to herein as the "Parties."

RECITALS

A. On or about December 16, 2011, Plaintiff John Paul "J.P." Vicente filed his Complaint in *Vicente v. City of Prescott, et. al.*, 3:11-cv-08204-PHX aka CV-11-08204-PCT- DGC, alleging eight (8) separate employment-related causes of action arising from his work conditions as a Fire Captain with the City of Prescott's Fire Department and naming, as Defendants, the City of Prescott, the City of Prescott Fire Department, Mayor Marlin Kuykendall and his spouse, Bruce Martinez and his spouse, Don Devendorf and his spouse, Mary Jacobsen and her spouse, Steve Norwood and his spouse, and Laurie Hadley and her spouse. ***The lawsuit culminated in a Third Amended Complaint which also included Shawn Vicente as a named Plaintiff, and the Local Board of the Public Safety Personnel Retirement System as a named Defendant.***

B. The Parties wish to resolve any and all claims and/or disputes arising from the facts and circumstances alleged by Plaintiffs in *Vicente v. City of Prescott, et. al.*, 3:11-cv-08204-PHX aka CV-11-08204-PCT-DGC and, accordingly, they hereby enter into this Agreement.

COVENANTS

1. **No Admission of Liability**. This Agreement and compliance with this agreement shall not be construed as an admission by the City, as defined collectively above, or Vicente, as defined collectively above, of any wrongdoing or liability whatsoever.

2. **Monetary Payment**. There will be no monetary consideration provided by the City to Vicente, or Vicente to the City, in resolving this matter. Instead, the consideration supporting this Agreement is as follows: a) ***Both Parties*** shall refrain from seeking attorneys' fees and costs, ***or any other form of further or additional monetary or injunctive relief***, in association with *Vicente v. City of Prescott, et. al.*, 3:11-cv-08204-PHX aka CV-11-08204-PCT-DGC; b) Both Parties shall refrain from appealing any aspect of *Vicente v. City of Prescott, et. al.*, 3:11-cv-08204-PHX aka CV-11-08204-PCT-DGC; and c) the Parties shall file a stipulation to dismiss *Vicente v. City of Prescott, et. al.*, 3:11-cv-08204-PHX aka CV-11-08204-PCT-DGC, with prejudice, and with each side to bear their own attorneys' fees and costs. The Parties agree that the above represents sufficient consideration in support of this Agreement.

3. **Effective Date.** The parties agree that the effective date of this agreement shall be when fully signed by the City and Vicente.

4. **Execution of Documents.** The Parties promise to sign, execute, and deliver all paperwork necessary to effect the dismissal of the matter of *Vicente v. City of Prescott, et. al.*, 3:11-cv-08204-PHX aka CV-11-08204-PCT-DGC, with prejudice, and with the Parties to this Agreement to bear their own attorneys' fees and costs.

5. **Additional Representations.**

The Parties further acknowledge and agree to the following:

- (1) That they have been given the opportunity and have, in fact, read this entire agreement, and have all questions regarding its meaning answered to their satisfaction;
- (2) That they have been advised to seek and have been given the full opportunity to seek independent advice and/or legal counsel and have, in fact, obtained the advice of counsel;
- (3) The contents of this Agreement are written in plain language, which are fully understood and it is also understood that it is a full waiver of claims;
- (4) That this full waiver of all claims and general release is given by the Parties in return for valuable consideration as provided in the terms of this Agreement;
- (5) That this Agreement is knowingly and voluntarily entered into and no representations have been made to induce or influence the execution of this Agreement other than those contained herein.

6. **Severability.** Should any of the provisions of this Agreement (except for the requirement to dismiss *Vicente v. City of Prescott, et. al.*, 3:11-cv-08204-PHX aka CV-11- 08204-PCT-DGC, with prejudice, and with the Parties to this Agreement to bear their own attorneys' fees and costs) be determined to be invalid by a court of competent jurisdiction, the Parties agree that this will not affect the enforceability of the other provisions of the Agreement. In such case, the Parties shall renegotiate the invalidated provision(s) in good faith to effectuate its/their purpose and to conform with the provision(s) to applicable law.

7. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof.

8. **Attorneys' Fees.** If any of the Parties brings an action against the other by reason of any breach of any provision of the Agreement or a default under the Agreement, the prevailing party shall be entitled to recover from the other all costs and

expenses of litigation, including reasonable attorneys' fees.

9. Governing Law. This Agreement shall be governed by the laws of the State of Arizona. Any and all disputes arising from this Agreement shall be brought in the Superior Court of Yavapai County or the United States Federal District Court for the District of Arizona.

10. Modification. This Agreement may be amended or modified only by an agreement in writing.

11. Construction. This Agreement may not be construed in favor of or against either party on the grounds that said party was less or more involved in the drafting process. The Parties to the Agreement have had the opportunity to have counsel review the Agreement and participate in the negotiation process.

12. Counterparts. This Agreement may be executed in one or more original counterparts, which together shall have the force and effect of one original document.

13. Other Agreements. This Agreement constitutes the final and complete statement of the entire agreement between the Parties.

THIS IS A LEGALLY ENFORCEABLE DOCUMENT.

THE CITY OF PRESCOTT,
on behalf of itself and on behalf of the
parties as defined above.

By:_____

Its Authorized Representative

Dated:_____,_____, 2014

STEVEN NORWOOD

Dated:_____,_____, 2014

SHELLY NORWOOD

Dated:_____,_____, 2014

JOHN PAUL VICENTE

Dated: _____, _____, 2014

SHAWN VICENTE

Dated: _____, _____, 2014

MEETING DATE/TYPES: VOTING SESSION 9-23-14

DEPARTMENT: City Clerk

AGENDA ITEM: City Council meeting schedule for the November and December holidays

Approved By:

Date:

City Clerk:	DeLong, Dana	09/12/2014
City Manager:	McConnell, Craig	09/12/2014

Item Summary

This item is presented for approval of a revised City Council meeting schedule in November and December 2014, to comply with requirements of the City Charter and recognize the end-of-year holidays.

Background

The Prescott City Charter, Article II, Section 13, requires the City Council to meet at least two times each month. The following revised schedule is recommended for Council approval.

Tuesdays	Current Schedule		Recommended Schedule
November 4	Workshop		Combined Workshop/Voting
November 11	Voting	Veterans Day	No Meeting
November 18	No Meeting		Voting
November 25	Voting	Thanksgiving Week	No Meeting
December 2	Workshop		Combined Workshop/Voting
December 9	Voting		No Meeting
December 16	No Meeting		Voting
December 23	Voting	Christmas Week	No Meeting
December 30	No Meeting	New Year's Week	No Meeting

Recommended Action: MOVE to approve the revised City Council meeting schedule for November and December 2014 set forth in the Council Agenda Memo.