

CITY COUNCIL MEETING

VOTING MEETING AGENDA

TUESDAY, SEPTEMBER 11, 2018, 3:00 PM

City Hall, 201 South Cortez Street
Prescott AZ 86303
(928) 777-1272

Greg Mengarelli, Mayor

Billie Orr, Mayor Pro Tem
Steve Blair, Councilman
Phil Goode, Councilman

Jim Lamerson, Councilman
Alexa Scholl, Councilwoman
Steve Sischka, Councilman

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

1. CALL TO ORDER

2. INTRODUCTIONS/ANNOUNCEMENTS

3. INVOCATION

Father Ralph Berg with Sacred Heart Catholic Church

4. PLEDGE OF ALLEGIANCE

Councilman Lamerson

5. ROLL CALL

6. PROCLAMATIONS

A. Constitution Week - September 17-23, 2018

B. Oktoberfest - September 22, 2018

C. Museums Day - September 22, 2018

D. POW/MIA National Recognition Day - September 21, 2018

7. PRESENTATIONS

A. Ernest A. Love: Prescott Grown, National Hero - Melissa Ruffner and Michelle Stacy-Shroeder

- B. Recognition of the Citizen's Academy Inaugural Class - Mayor Pro Tem Orr and Tyler Goodman

8. CONSENT AGENDA

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

- A. Approval of draft minutes for the July 24, 2018 Voting Meeting and the August 14, 2018 Voting Meeting.
- B. Approval of Payment of FY19 League of Arizona Cities and Towns Membership Dues in the Amount of \$25,842.00.
- C. Approval of Auction utilizing City Contract No. 2017-256 with Harris Auction, and City Contract No. 2017-257 with Ritchie Brothers/Iron Planet Auctioneers to sell the five (5) surplus assets listed in Attachment A.
- D. Approval to award Recreation Services City Contract No. 2019-048 to Koehler Enterprises, Inc., for Landscaping Services in the annual estimated amount of \$29,280.00.
- E. Approval to purchase emergency communications recording system for the Prescott Regional Communications Center (City Contract No. 2019-097) in an amount not to exceed \$32,000.00.

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

9. CONSENT ORDINANCE

- A. Adoption of City Ordinance No. 2018-1626, authorizing the purchase of real property from Dawn M. Finger, for the Sundog Trunk Main Phase C Project in the amount of \$6,965.00 (City Contract No. 2019-099). Funding is available from the Wastewater Fund.

ADOPT ORDINANCE NO. 2018-1626 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF REAL PROPERTY FROM DAWN M. FINGER FOR CITY WASTEWATER UTILITY PURPOSES; AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASE.

Recommended Action: MOVE to adopt City Ordinance No. 2018-1626.

10. REGULAR AGENDA

- A. Adoption of Annexation and Rezoning Ordinances, and development agreement and General Plan Resolutions for Whispering Rock; Owner is Dr. Askari; APN: 106-02-009G, 106-02-003G, 106-02-004A and 106-02-003M; County zoning is R1L-35 residential.

ADOPT RESOLUTION NO. 2018-1653 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH HOJAT ASKARI, MD; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

ADOPT ORDINANCE NO. 2018-1629 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF PRESCOTT BY ANNEXING APPROXIMATELY 79.60 ACRES OF RESIDENTIALLY ZONED LAND (R1L-35), GENERALLY LOCATED NEAR THE INTERSECTION OF HAAS BOULEVARD AND WILLOW CREEK ROAD IN YAVAPAI COUNTY, ARIZONA, INTO THE CITY OF PRESCOTT AND ASSIGNING A ZONING CLASSIFICATION THERETO.

ADOPT RESOLUTION NO. 2018-1654 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING THE MINOR AMENDMENT TO THE CITY OF PRESCOTT GENERAL PLAN FUTURE LAND USE MAP CHANGING THE EXISTING RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR PROPERTY GENERALLY LOCATED NEAR THE INTERSECTION OF HAAS BOULEVARD AND WILLOW CREEK ROAD; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

ADOPT ORDINANCE NO 2018-1630 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED NEAR THE INTERSECTION OF HAAS BOULEVARD AND WILLOW CREEK ROAD FROM RESIDENTIAL SINGLE FAMILY (SF-35) ZONING DISTRICT TO BUSINESS GENERAL (BG) ZONING DISTRICT.

Recommended Action: MOVE by separate actions:

- 1) Adopt Resolution No. 2018-1653 approving a development agreement;**
- 2) Adopt Ordinance No. 2018-1629 annexing the Whispering Rock property;**
- 3) Adopt Resolution No. 2018-1654 amending the General Plan Land Use Map;**
- 4) Adopt Ordinance No. 2018-1630 amending the zoning to Business General.**

- B. Approve Authorization of Services No. 01 and payment not to exceed \$249,672.33, to Dibble Engineering, pursuant to City of Prescott Contract No. 2019-069, for New Terminal Schematic (30%) Design for Prescott Regional Airport

Recommended Action: MOVE to approve Authorization of Services No. 01 and payment not to exceed \$249,672.33, to Dibble Engineering pursuant to City of Prescott Contract No. 2019-069, for New Terminal Schematic (30%) Design for Prescott Regional Airport.

- C. Review and Approval of City Contract No. 2019-098, with Prescott Chamber of Commerce for the State of Arizona's Official Visitor Center. The contract amount is \$25,000.00 per year, for a three-year term, coming from the Transient Occupancy Bed Tax.

Recommended Action: MOVE to approve City Contract No. 2019-098.

- D. Approval of Construction Cost Reimbursement to Creekview Housing, LLC, in accordance with previously approved City Contract No. 2018-243, "Creekview Village Development Agreement" in an amount not to exceed \$556,524.28 for construction of sewer and drainage improvements across the Creekview Village Development and Award of City Contract No. 2019-093 to Lyon Engineering for Post Design Services for water, sewer and drainage improvements in and near the Creekview Village Development in an amount not to exceed \$54,900.00. Funding is available in the Wastewater and Streets Funds.

Recommended Action: MOVE to approve construction cost reimbursement to Creekview Housing, LLC per City Contract No. 2018-243 in an amount not to exceed \$556,524.28 and award City Contract No. 2019-093.

- E. Award of City Contract No. 2019-091 to Capital Improvements, LLC, for the Hillcrest Storm Drain Project, in the amount of \$272,000.00 and Contract Amendment A4 to City Contract No. 2017-046A4 for Post Design Services with Kimley-Horn in the amount of \$12,000.00. Funding is available from Streets Fund and the Yavapai County Flood Control District.

Recommended Action: MOVE to award City Contract No. 2019-091 to Capital Improvements, LLC. and approve Contract Amendment A4 to City Contract No. 2017-046A4 with Kimley-Horn.

- F. Approval of Amendment No. 1 to Agreement for Potable Water (City Contract No. 2018-056A1) with Bridgepointe Communities, LLC for the redevelopment of commercial office spaces to a permanent and temporary support services housing, on APNs 115-09-008C, 115-09-008D, 115-09-009, and 115-09-010A at 1040 Whipple Street.

Recommended Action: MOVE to approve Amendment No. 1 to City Contract No. 2018-056A1.

- G. Approval to purchase one (1) 2019 Freightliner M2 106 chassis from Freightliner of Arizona for \$95,915.05 using State of Arizona Contract No. ADSP015-093361 (City Contract No. 2019-085), and one (1) pothole repair body from Bergkamp Inc. using National Joint Powers Alliance contract No. 052417-BGK:FP5 pricing for \$119,455.00 (City Contract No.

2019-086), in the total amount of \$215,370.05. Funding is available in the Streets Maintenance Fund.

Recommended Action: MOVE to approve City Contract No. 2019-085 with Freightliner of Arizona for \$95,915.05, and City Contract No. 2019-086 with Bergkamp Inc. for \$119,455.00.

11. ADJOURNMENT

EXECUTIVE SESSION

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

- (1) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (2) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (3) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (4) 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));
- (5) 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));
- (6) 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));
- (7) 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)).

THE CITY OF PRESCOTT ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48 hours advanced notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 777-1272 to request an accommodation to participate in this public meeting. Prescott TDD number is (928) 445-6811. Additionally, free public relay service is available from Arizona Relay Service at 1-800-367-8939 and more information at www.azrelay.org

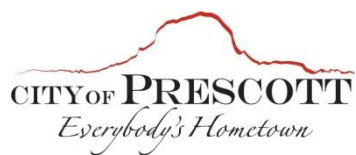
Confidentiality

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

Maureen Scott, MMC, City Clerk

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **9-11-18**

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of draft minutes for the July 24, 2018 Voting Meeting and the August 14, 2018 Voting Meeting.

Approved By: Michael Lamar, City Manager

Item Summary

Attached for approval are the City Council minutes for the July 24, 2018 Voting Meeting and the August 14, 2018 Voting Meeting.

Attachments

1. July 24, 2018 Voting Meeting
2. August 14, 2018 Voting Meeting

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



CITY COUNCIL MEETING

VOTING MEETING MINUTES

TUESDAY, JULY 24, 2018, 3:02 PM

Council Chambers, 201 South Cortez Street
Prescott AZ 86303
(928) 777-1272

Greg Mengarelli, Mayor	
Billie Orr, Mayor Pro Tem	Jim Lamerson, Councilman
Steve Blair, Councilman	Alexa Scholl, Councilwoman
Phil Goode, Councilman	Steve Sischka, Councilman

MINUTES OF THE VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON JULY 24, 2018, IN THE COUNCIL CHAMBERS LOCATED AT 201 SOUTH CORTEZ STREET, PRESCOTT, ARIZONA.

1. CALL TO ORDER

Mayor Mengarelli called the meeting to order at 3:02 PM.

2. INTRODUCTIONS/ANNOUNCEMENTS

Mayor Pro Tem Orr announced that the Council recommended to the Department of Transportation to use Skywest doing business as United Airlines to United Express. The airline will arrive Wednesday, August 29, 2018 and will land around 1:10 p.m. A ribbon cutting will occur and some members of the Council and staff will fly to Los Angeles International Airport (LAX). All citizens are welcome to join for the ribbon cutting. Mayor Mengarelli encouraged citizens to go to United.com to buy airline tickets and for who is looking for Prescott to enter airport code PRC. Councilman Blair said flights from Prescott to Los Angeles are around \$100.00 and this is going to be great for the community.

3. INVOCATION

Reverend Dave Groff from Prescott Life Church

4. PLEDGE OF ALLEGIANCE

Mayor Mengarelli

5. ROLL CALL

Greg Mengarelli	Mayor
Billie Orr	Mayor Pro Tem
Steve Blair	Councilman
Phil Goode	Councilman
Jim Lamerson	Councilman
Alexa Scholl	Councilwoman
Steve Sischka	Councilman (Excused)

6. PROCLAMATIONS

Purple Heart Recognition Day - August 7, 2018

Councilman Goode read the proclamation.

Child Support Awareness Month - August 2018

Mayor Pro Tem Orr read the proclamation.

7. PRESENTATIONS

Granite Mountain Hotshots Memorial

Councilwoman Scholl represented on behalf of the Granite Mountain Hotshot's Memorial Partnership. In 2015, the Prescott City Council endorsed the Granite Mountain Hotshot's Memorial Partnership as the official organization to commission the memorial for the 19 member hotshots. In 2015, the Yavapai County Board of Supervisors allotted 400 square feet of space at the Yavapai County Courthouse plaza. A request for proposal was sent out and public comments were collected to garner feedback of the memorial design. Councilwoman Scholl acknowledged Pat McCarty, Celeste Gordon and Paul Roberts for their support. Information and pictures were shared detailing the design of the bronze statue. Details of the juniper tree that was saved is included, at night the names will light up. Fund-raising is occurring, and the Yavapai Indian Tribe also provided a donation. Mayor Mengarelli extended gratitude for the amount of time that was placed on the project.

8. CONSENT AGENDA

COUNCILWOMAN SCHOLL MOVED TO APPROVE AGENDA ITEMS 8.A, 8.B, 8.D AND 8.F; SECONDED BY MAYOR PRO TEM ORR: PASSED 6-0.

- A. Approval of draft minutes for the May 22, 2018 Special Meeting-Executive Session, the May 22, 2018 Voting Meeting, the June 12, 2018 Study Session, the June 12, 2018 Special Meeting-Executive Session, the June 12, 2018 Voting Meeting, the June 26, 2018 Special Meeting-Executive Session, and the June 26, 2018 Voting Meeting.
- B. Approval to Purchase Fire Department Personal Protective Equipment (Turnouts) from L.N. Curtis and Sons, Using HGAC Contract No. EP11-17 Pricing, in an Amount Not to Exceed \$36,450.00 (City Contract No. 2019-041). Funding is available in the Fire Department General Budget for FY2019.
- C. Approval of Amendment No. 3 to City Contract No. 2017-260 with the Robb Group, LLC for Economic Development Services in the amount not to exceed \$52,000.00. Funding for this contract is budgeted in the General Fund.

Mayor Mengarelli acknowledged Jim Robb is an Economic Development Consultant who works part-time for the city and wanted to recognize the work and jobs that he has brought to the city.

Councilman Goode agreed and said that the investment, the performance and results of Mr. Robb has been outstanding.

MAYOR PRO TEM ORR MOVED TO APPROVE AGENDA ITEM 8.C; SECONDED BY COUNCILMAN GOODE: PASSED 6-0.

- D. Award City Contract No. 2019-051 to FCI Constructors for the Granite Street Garage 5th floor deck re-caulking in the amount of \$31,000.00. Funding is available in the Parking Garage division of the General Fund.
- E. Approval to purchase one (1) ea. 2018 Caterpillar 305.5E2 Hydraulic Excavator from Empire CAT using City of Tucson Contract No. 120377 pricing, in the total amount of \$80,413.43 (City Contract No. 2019-053). Funding is available in the Water Fund.

Councilman Goode requested more information on the justifiable need for the excavator. Utilities Manager Eric Bay and Public Works Director Craig Dotseth stated it is not an additional piece of equipment. Currently, when projects require an excavator, the city must rent one. When projects run without an excavator, it costs more time and money. Other departments would also be able to utilize the equipment. The specialized piece will help save time and money.

Councilman Goode inquired about the equipment's lifetime warranty. Mr. Dotseth said 15 to 20 years.

COUNCILMAN LAMERSON MOVED TO APPROVE AGENDA ITEM 8.E; SECONDED BY MAYOR PRO TEM ORR: PASSED 6-0.

- F. Acceptance of the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant in the Amount of \$10,976.00 and Approval to Purchase Infrared Illuminators and Weapon Mounted Flashlights.
- G. Approval of City Contract No. 2019-057 with DocUnited Imaging in an amount not to exceed \$60,648.60 using National Cooperative Purchasing Alliance contract 11-25 Region 14 ESC pricing. This contract will be paid by the City's operating funds through cost recovery.

Councilman Goode pulled the agenda item to acknowledge City Clerk Maureen Scott as he was very impressed with the analysis that was provided to the Council relating to computer software programs. Often, when working with computer software programs, you think you have a bargain however the support cost sometimes exceeds the program itself. The current highland Onbase system is an animal and over a five year period of time the cost will be half that with new program system and commended Ms. Scott on the analysis and proposal.

MAYOR PRO TEM ORR MOVED TO APPROVE AGENDA ITEM 8.G; SECONDED BY COUNCILMAN GOODE: PASSED 6-0.

9. ORDINANCES/CONSENT

- A. Adopt of Ordinance No. 2018-1621, authorizing the purchase and acceptance of easements from Prescott School District No. 1, for the Mingus - Douglas lift station abandonment project. The total associated costs are \$41,505.00, with funding available in the Wastewater Fund.

ADOPT ORDINANCE NO. 2018-1621 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF EASEMENTS FROM PRESCOTT SCHOOL DISTRICT NO. 1, FOR THE MINGUS/DOUGLAS LIFT STATION ABANDONMENT PROJECT; AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASE.

- B. Adopt Ordinance No. 2018-1623 dedicating Right-of-Way to the Public for a portion of Samaritan Way and Lakeview Road.

ADOPT ORDINANCE NO. 2018-1623 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE DEDICATION OF RIGHT OF WAY TO THE PUBLIC AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID DEDICATION.

COUNCILWOMAN SCHOLL MOVED TO ADOPT AGENDA ITEMS 9.A AND 9.B; SECONDED BY COUNCILMAN LAMERSON: PASSED 6-0.

10. LIQUOR LICENSE AGENDA

A. SPECIAL EVENTS

COUNCILWOMAN SCHOLL MOVED TO APPROVE AGENDA ITEM 10.A; SECONDED BY MAYOR PRO TEM ORR: PASSED 6-0.

1. Approval of a Series 15 Special Event Liquor License Application for the Yavapai College Foundation; Event: The 50th Anniversary Celebration; Event Location: Career and Technical Center located at 220 Ruger Road; Applicant: Paul Kirchgraber; City Application No. 18-034; Date/Time of Event Liquor Sales: Saturday, September 29, 2018 from 11:00 a.m. to 3:00 p.m.

11. REGULAR AGENDA

- A. Adopt Resolution No. 2018-1649 approving an Intergovernmental Agreement with the Yavapai County Flood Control District (City Contract No. 2019-047) to accept funding in the amount of \$600,000.00.

ADOPT RESOLUTION NO. 2018-1649 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT ("CITY") TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT ("IGA") (CITY CONTRACT NO. 2019-047) WITH THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT ("DISTRICT") FOR FINANCIAL CONTRIBUTIONS FROM THE DISTRICT TO THE CITY FOR FISCAL YEAR 2018-2019; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

City Engineer Steve Orosz explained the formal agreement between the city and the Yavapai County Flood Control District to transfer \$600,000.00 a year to the city to address drainage projects within the city. This allows the city to request the funding from the county as projects develop. South Washington and East Goodwin are some of the projects that the staff would like to utilize the funding for.

COUNCILMAN LAMERSON MOVED TO ADOPT AGENDA ITEM 11.A; SECONDED BY COUNCILWOMAN SCHOLL: PASSED 6-0.

- B. Adopt Resolution No. 2018-1650, approving Amendment No. 3 to the Joint Funding Agreement with the United State Geological Survey (USGS), for data collection within the Big Chino Sub-Basin (City Contract No. 2014-160A3).

ADOPT RESOLUTION NO. 2018-1650 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING AMENDMENT NO. 3 TO CITY CONTRACT NO. 2014-160A3 AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

Water Resource Manager Leslie Graser shared the location regarding the joint three party funding agreement with the United States Geological Survey for data collection with the Big Chino sub-basin.

Councilman Blair asked if the monitoring sites are actual wells that are being drilled in the ground to do certain things. In that case, there are a number of sites near the water ranch and inquired how many active sites and wells does the city have.

Ms. Graser explained the map near the water ranch and indicated that the city has 7 monitored wells but the state has more.

COUNCILWOMAN SCHOLL MOVED TO ADOPT AGENDA ITEM 11.B; SECONDED BY COUNCILMAN LAMERSON: PASSED 6-0 .

- C. Adopt Ordinance No. 2018-1624, setting the Fiscal Year 2019 City property tax levies.

ADOPT ORDINANCE NO. 2018-1624 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PRESCOTT, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS, AND PROVIDING FUNDS FOR THE GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2019.

Finance Director Mark Woodfill stated this is the last action of the budget season. The ordinance establishes the FY19 Property Tax Levy at \$7,748,005.00 which is \$38.030 more than the FY18 levy because of new construction being added to the tax roles.

MAYOR PRO TEM ORR MOVED TO ADOPT AGENDA ITEM 11.C; SECONDED BY COUNCILWOMAN SCHOLL: PASSED 6-0.

- D. Award City Contract No. 2019-052 to FCI Constructors for the Southeastern Stair Tower Replacement in the amount of \$440,000.00. Funding is available in the General Fund.

Utilities Manager Eric Bay discussed the stairs that were opened in 2005 which now has deterioration and rust. Visual components were provided to the Council which identified rust and deteriorations.

Councilman Blair said that he was embarrassed to have this kind of damage in such a short amount of time and the stairs should not have this kind of deterioration. The next time this comes forward, It should be scrutinized. Councilman Blair asked about the warranty. Mr. Bay stated it was a one year warranty. Councilman Blair said when talking about structural steel, why would we use tax payers dollars, spending millions of dollars with a one year warranty.

Councilman Lamerson agreed with Councilman Blair and stated that going with the lowest bid does not mean its the best. It means you're buying the cheapest. Mr. Bay spoke on behalf of FCI Constructors with regard to the budget and process. Councilman Lamerson said he hopes history does not repeat itself.

COUNCILMAN LAMERSON MOVED TO AWARD AGENDA ITEM 11.D; SECONDED BY MAYOR PRO TEM ORR: PASSED 6-0.

- E. Adopt Resolution No. 2018-1651 designating the City Clerk authority to approve special event liquor licenses, farm winery festival licenses, and craft distillery festival licenses for events held in the City of Prescott.

ADOPT RESOLUTION NO. 2018-1651 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DELEGATING AUTHORITY TO THE CITY CLERK FOR APPROVAL OF SPECIAL EVENT LIQUOR LICENSES PURSUANT TO ARIZONA REVISED STATUTES §4-203.02, FARM WINERY FESTIVAL LICENSES PURSUANT TO ARIZONA REVISED STATUTES §4-203.03, AND CRAFT DISTILLERY FESTIVAL LICENSES PURSUANT TO ARIZONA REVISED STATUTES §4-205.11.

City Attorney Jon Paladini spoke on behalf of the special event liquor licenses. The revised statutes authorizes the Council to delegate the approval of said special event liquor licenses. There are numerous events that go through the Council. The approval is nothing more than a formality with zero public comment, it fills up the agenda, and believes the most efficient way to approve special event liquor licenses is through the City Clerk. The applications will still adhere to approvals through the Community Development Building Official and the Prescott Police Department. The City Clerk will be required to send notices about upcoming events every two weeks.

Mayor Pro Tem Orr said the waiting is an issue for applicants.

Councilwoman Scholl said the City Clerk and Deputy City Clerk are always efficient in processing the licenses and shared that Deputy City Clerk Cindy Pemberton is always prepared by informing applicants about timeline requirements at the Liquor License meetings and about the lengthy process. Some applicants have to drive to Phoenix in order get their licenses approved.

Councilman Goode said he wants to ensure that the applications are still properly vetted and supports it.

MAYOR PRO TEM ORR MOVED TO ADOPT AGENDA ITEM 11.E; SECONDED BY COUNCILWOMAN SCHOLL: PASSED 6-0.

- F. Award of City Contract No. 2019-050 to Kimley-Horn and Associates, for professional engineering services for the Willow Lake Road and Prescott Lakes Parkway Intersection Improvement Project in the amount of \$79,841.00. Funding is available in the Street Fund.

Mayor Mengarelli shared that he and Mayor Pro Tem Orr have had some lengthy conversations with staff and there is a concern about the amount of money on a study. He understands the need for a light on Prescott Lakes Parkway due to the dangers on the road.

Mayor Pro Tem Orr felt that there is no question that a light is needed but utilizing \$79,000.00 for a study in order to install a light, made her feel that it was over engineered and needs looked at again.

Councilman Goode said he would hate to see that it would take a accident to make someone take it seriously. The light should have been done years ago.

Mayor Mengarelli surveyed the area and was surprised about the back up of vehicles.

Councilman Blair said that he cannot support \$79,000.00 for a survey to determine if we need a light. It is redundant. The city already has staff who are professionals and they can tell the Council what is and is not needed without a study and does not support it.

Council Lamerson said if we need a light then install it. Public safety comes first.

Mayor Mengarelli pulled Agenda Item 11.F from the agenda. No action was taken at this time.

12. ADJOURNMENT

Mayor Mengarelli read a quote by Amelia Earhart "The most difficult thing is the decision to act, the rest is merely tenacity. The fears are paper tigers. You can do anything you decide to do. You can act to change and control your life; and the procedure, the process is its own reward".

There being no further business to discuss, Mayor Mengarelli adjourned the meeting at 4:13 p.m.

GREG MENGARELLI, Mayor

ATTEST:

MAUREEN SCOTT, City Clerk

CERTIFICATION

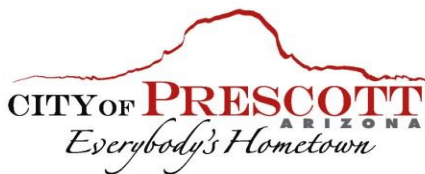
I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council of the City of Prescott, Arizona held on the 24th day of July, 2018. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2018.

AFFIX
CITY SEAL

Maureen Scott, City Clerk

Attachment: July 24, 2018 Voting Meeting (2150 : Approval of Minutes)



CITY COUNCIL MEETING

VOTING MEETING MINUTES

TUESDAY, AUGUST 14, 2018, 3:00 PM

Council Chambers, 201 South Cortez Street

Prescott AZ 86303

(928) 777-1272

Greg Mengarelli, Mayor

Billie Orr, Mayor Pro Tem

Steve Blair, Councilman

Phil Goode, Councilman

Jim Lamerson, Councilman

Alexa Scholl, Councilwoman

Steve Sischka, Councilman

MINUTES OF THE VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON AUGUST 14, 2018, in the COUNCIL CHAMBERS LOCATED AT 201 SOUTH CORTEZ STREET, PRESCOTT, ARIZONA.

1. CALL TO ORDER

Mayor Greg Mengarelli called the meeting to order at 3:00 PM.

2. INTRODUCTIONS/ANNOUNCEMENTS

Mayor Pro Tem Orr recognized Central Arizona Fire & Medical Authority Board Members Darlene Packard and Jeff Wasowicz and thanked them for their hard work in saving the City around \$1 million.

She announced that Recreation Services Superintendent Tim Legler had returned from serving in Kuwait and thanked him for his service.

3. INVOCATION

Associate Pastor Ken May from Prescott Christian Church

4. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Orr

5. ROLL CALL

Greg Mengarelli	Mayor
Billie Orr	Mayor Pro Tem
Steve Blair	Councilman
Phil Goode	Councilman
Jim Lamerson	Councilman
Alexa Scholl	Councilwoman
Steve Sischka	Councilman

Attachment: August 14, 2018 Voting Meeting (2150 : Approval of Minutes)

6. PROCLAMATIONS

Read on Prescott Month-September 2018

7. PRESENTATIONS

Read on Prescott/Literacy Awareness - Denise Murphy and Jennifer Hernandez

Denise Murphy and Jennifer Hernandez said the "Read on Prescott" is a collaborative initiative between community stakeholders including Prescott Unified School District, First Things First, the Prescott Public Library, the Yavapai County Education Services Agency, The Arizona Community Foundation, Expect More Arizona, Arizona Reads Now, Northern Arizona University, Yavapai College and the City of Prescott; and the vision is to raise awareness about the importance of early literacy and address literacy challenges with innovative solutions that support our community and help our children thrive.

8. CONSENT CALENDAR

MAYOR PRO TEM ORR MOVED TO APPROVE CONSENT CALENDAR AGENDA ITEMS 8.A - 8.G; SECONDED BY COUNCILWOMAN SCHOLL: PASSED 7-0.

- A. Award of City Contract No. 2019-055 to Badger Meter, Inc., for the purchase of radio read water meters in a total amount not to exceed \$130,000.00 annually, for up to two years. Funding is available in the Water Fund.
- B. Approval of draft minutes for the July 03, 2018 Special Voting Meeting, the July 10, 2018 Study Session, the July 10, 2018 Voting Meeting, the July 24, 2018 Special Meeting-Executive Session (9:30 a.m.), the July 24, 2018 and the Special Meeting-Executive Session (1:00 p.m).
- C. Award of City Contract No. 2019-061 to Dukes Root Control, Inc., in an amount not to exceed \$110,000.00 annually, for up to five years. Funding is available in the Wastewater Fund.
- D. Approval of Payment in the Amount of \$102,505.67 to the Arizona Department of Revenue for Administration and Collections Services.
- E. Approval for Arizona Public Service (APS) to perform night work on Britni Drive and Willow Lake Road; and Mountain Lake Road and Willow Lake Road, 6:00 p.m. to 6:00 a.m. between August 15 and September 5, 2018.
- F. Approval of Intergovernmental Agreement with the Prescott Unified School District for School Resource Officer Services (IGA 2019-058). Funding coming from 75% PUSD and 25% from the General Fund.

Attachment: August 14, 2018 Voting Meeting (2150 : Approval of Minutes)

- G. Accept the proposed Prescott Municipal Airport Layout Plan (ALP) for submission to the FAA for approval, and to approve the Public Airport Disclosure Map for transmittal to the Arizona Department of Real Estate to meet the A.R.S. §28-8486 public disclosure requirement. No financial impact. This Airport Master Plan was funded by a \$1M FAA grant approved by Council in 2016.

9. REGULAR AGENDA

- A. Appointment of members to the various Boards, Commissions, and Committees to fill existing vacancies occurring in Calendar Year 2018.

Appointed Robert Betts, Advisory & Appeals Board; Michael King, Fire Board of Appeals; Roger Thomas, Industrial Development Authority; Robert Coombs and Jason Seidman, Tourism and Advisory Committee; and directed City Clerk Maureen Scott to administer the oath of office.

MAYOR PRO TEM ORR MOVED TO APPROVE AGENDA ITEM 9.A; SECONDED BY COUNCILMAN SISCHKA: PASSED 7-0.

- B. Rescind current library fees for non-profit and non-commercial groups. No funding required.

Library Director Roger Saft presented. He said the use of the meeting rooms had decreased 43% since the fees were implemented. Also the fee amounts collected do not offset the associated administration fees. This information was presented to the Library Advisory Board and the consensus was to rescind current library fees for non-profit and non-commercial groups.

Councilman Goode asked if this action would result in an employee being laid off. He asked if patrons had the ability to pay via credit card and if a patron was able to rent and provide payment on-line wouldn't that eliminate the associated administrative costs.

Mr. Saft explained the library assistant, who does the bulk of the administration associated with meeting room fees, spends approximately five hours per week collecting funds, producing invoices, and interacting with patrons to collect funds for meeting room rentals. This position would not be eliminated by this action. He reiterated the funds collected does not offset the associated administration costs.

Library Manager Toni Johnson explained there would still be associated accounting and record keeping costs.

Finance Director Mark Woodfill said the city does accept credit card payments for payment of water fees. The costs associated with providing credit card payments is significant. Since the revenue from room rentals was minimal, the city did not move forward with providing the ability to rent rooms on-line. Staff was recommending that fees be eliminated to encourage more use of the meeting rooms.

Councilman Goode understood what staff was saying but he vowed during his campaign that he would not support anything unless it was an essential service, primarily public safety. Therefore, he would not support the change.

Councilwoman Scholl felt the city was moving in the right direction by allowing the use of the library rooms for free. She supported the recommendation.

Mayor Pro Tem Orr supported allowing the use of the rooms for free.

Councilman Sischka asked how much revenue the city received? Mr. Saft said approximately \$5,500 per year.

Councilman Sischka said this action would be giving back to the community and supported the recommendation.

Councilman Lamerson felt it made fiscal sense and supported the recommendation.

COUNCILWOMAN SCHOLL MOVED TO APPROVE AGENDA ITEM 9.B; SECONDED BY MAYOR PRO TEM ORR: PASSED 6 TO 1 (COUNCILMAN GOODE DISSENTING).

- C. Award of City Contract No. 2019-070 for Bureau of Land Management Reimbursement Agreement for Application AZA 036972, as part of the Deep Well Ranch / Pioneer Parkway Extension.

Don Hersh, Real Estate Administrator, presented. He said approval of this Cost Reimbursement Agreement will authorize the expenditure of city funds to acquire right-of-way from the Bureau of Land Management (BLM), for access to Deep Well Ranch lands north of Pioneer Parkway, which have been newly annexed into the City.

Councilman Blair asked if this action was being done for public safety reasons. Mr. Hersh said no.

Michael Lamar, City Manager, said this action would allow trail activity and that the Forest Service was planning on moving their headquarters to that area.

Mayor Pro Tem Orr understood this would help alleviate excess traffic through Pinon Oaks subdivision.

Councilman Blair felt the action would provide public safety to the Pinon Oaks and Long View Estates subdivisions.

Councilman Goode asked if there would be connectivity between Pinon Oaks and Longview Estates. Mr. Hersh said no.

Public Works Director Craig Dotseth said there was a long term plan for connectivity, but this action was to provide access to Deep Well Ranch lands between Pinon Oaks and Long View Estates subdivisions.

Councilman Lamerson said the Deep Well Ranch development agreement stated the city would reasonably cooperate to help facilitate the development.

COUNCILMAN SISCHKA MOVED TO APPROVE AGENDA ITEM 9.C; SECONDED BY COUNCILMAN BLAIR: PASSED 7-0.

- D. Award of City Contract No. 2019-064 to Badger Daylighting Corporation for the FY19 Utility Locating and Potholing by Vacuum Extraction Project, in an amount not to exceed \$75,000.00. Funding for this contract was budgeted in FY19 with the various CIP project budgets and is available from the Streets, Water, and Wastewater Funds.

City Engineer Steve Orosz presented. He said the city received three bids with Badger Daylighting Corporation being the highest ranked firm.

Councilman Goode asked Mr. Orosz to explain "Potholing" vacuum extraction. Mr. Orosz said Potholing (also referred to as "daylighting") is the process of digging a test hole to expose underground utilities, pipes to determine their positions; horizontal and vertical orientations, and to check for any damage such as punctures and cracks. This is an important maintenance process for pipes and utilities that needed to be done from time to time. He said this is the city performing its due diligence.

MAYOR PRO TEM ORR MOVED TO APPROVE AGENDA ITEM 9.D; SECONDED BY COUNCILWOMAN SCHOLL: PASSED 7-0.

- E. Approval of the 2018 Arizona League of Cities and Towns Resolutions.

Tyler Goodman, Special Projects & Legislative Coordinator, presented.

2018 League of City Resolutions Discussion.

BFED1

Pursue collaborative discussion with homebuilding industry stakeholders on potential modifications to the impact fee statutes that will streamline the adoption process and ensure that new development pays for the associated demand of new and expanded infrastructure.

MOVED BY COUNCILMAN SISCHKA IN SUPPORT OF BFED1; SECONDED BY COUNCILWOMAN SCHOLL: PASSED 7-0.

BFED2

Seek legislation that adds an economic presence standard, including reasonable thresholds in dollar amount and number of transactions, to address transaction privilege tax collection on remote sellers for all jurisdictions.

MOVED BY COUNCILMAN GOODE IN SUPPORT OF BFED2; SECONDED BY COUNCILWOMAN SCHOLL: PASSED 7-0.

BFED3

Add to the League's Federal Agenda support of federal legislation or rulemaking expanding the zone of permissible travel in Arizona for Mexican tourists that hold a border crossing card from the current 75 mile limitation to instead include the entire state.

MOVED BY COUNCILWOMAN SCHOLL IN SUPPORT OF BFED3; SECONDED BY MAYOR PRO TEM ORR: PASSED 6-1. (COUNCILMAN LAMERSON DISSENTING)

GAHRE1

Allow city/town elected officials to transfer campaign contributions to a statewide or legislative office.

MOVED BY COUNCILWOMAN SCHOLL NOT IN SUPPORT OF GAHRE1; SECONDED BY COUNCILMAN SISCHKA: PASSED 7-0.

GAHRE2

Allow cities and towns to use excess revenues from legacy volunteer fire department profit sharing plans to reduce unfunded liabilities in the Public Safety Personnel Retirement System (PSPRS).

MOVED BY COUNCILMAN SISCHKA TO REMAIN NEUTRAL ON GAHRE2; SECONDED BY COUNCILMAN GOODE: PASSED 7-0.

GAHRE3

Encourage Arizona state legislators to establish a legislative committee to examine and explore resources for the Revolving Emergency Telecommunications Fund (9-1-1 funding).

MOVED BY COUNCILWOMAN SCHOLL IN SUPPORT OF GAHRE3; SECONDED BY MAYOR PRO TEM ORR: PASSED 7-0.

NSQL 1

Amend statute to allow local regulation of short-term home rentals through a licensing, special permit, or registration system, at the local or state level, including placing limits on number of guests, location, and % of housing that can be used for short-term rentals

MOVED BY COUNCILMAN SISCHKA IN SUPPORT OF NSQL1; SECONDED BY COUNCILMAN GOODE: PASSED 7-0.

NSQL2

Support the creation of a state workforce housing tax credit modeled after the successful federal Low-Income Housing Tax Credit (LIHTC) program

MOVED BY MAYOR PRO TEM ORR NOT IN SUPPORT OF NSQL2; SECONDED BY COUNCILMAN SISCHKA: PASSED 7-0.

NSQL3

Advocate for a state-wide non-discrimination policy that includes gender identity and sexual orientation.

Councilwoman Scholl supported; she felt if the city wanted to be economically competitive it should advocate for a state-wide non-discrimination policy.

Councilman Blair supported; he questioned whether there needed to be a state law to be non-discriminative.

Mayor Pro Tem Orr supported; she felt the city already did not discriminate.

Councilman Goode did not support because the city would have to identify gender and sexual orientation being discriminated and maintaining such a list would be cumbersome. He said good public policy is based on evidence and he did not see the evidence to support.

City Attorney Jon Paladini felt the intent of the bill was for economic reasons. He said the city could remain neutral and watch the bill as it moved through the process.

Sandra Smith said NSQL3 was not advocating against people, it was advocating for a behavior. She felt there were behaviors that were being advocated that presented dangers and asked the legislative body to be careful. She did not support adding another layer to the law's already on the books.

MOVED BY COUNCILWOMAN SCHOLL TO REMAIN NEUTRAL ON NSQL3; SECONDED BY COUNCILMAN SISCHKA: PASSED 6-1 (COUNCILMAN GOODE DISSENTING).

NSQL4

Support legislation that promotes and strengthens the safety of children in school buildings located near airports while preserving airports' long-term viability and economic benefits to local communities.

MOVED BY MAYOR PRO TEM ORR IN SUPPORT OF NSQL4; SECONDED BY COUNCILMAN SISCHKA: PASSED 7-0.

PSMAC1

Pursue all avenues for improving the relationship between cities/towns and the State Liquor Board, including having a city/town elected official or staff member, or a League representative, appointed to the Board.

MOVED BY MAYOR PRO TEM ORR IN SUPPORT OF PSMAC1; SECONDED BY COUNCILWOMAN SCHOLL: PASSED 7-0.

League Staff 1

Investigate and potentially support legislation permitting PSPRS members currently enrolled in the system to make a one-time irrevocable election to convert their account from the DB plan to the PSPRS DC plan.

Michael Lamar, City Manager, explained both the employer and employee submit funds into the system. If an employee chooses to leave before retirement, city funds remain in the system. If an employee chooses to transfer funds, potentially city funds would be transferred also. Financially this could be problematic.

The legislative body as a whole, indicated they would support watching the bill as it moved through the system, but would like language included to protect cities/towns.

MOVED BY MAYOR PRO TEM ORR IN SUPPORT OF LEAGUE STAFF 1, WITH THE CONDITION THAT THE SYSTEM FOR THE CITY REMAINED WHOLE; SECONDED BY COUNCILMAN BLAIR: PASSED 7-0.

- F. Approval of a three-year contract with Dibble Engineering for Airport general architecture and engineering services for the Prescott Municipal Airport, with options for two (1) year extensions. Has no immediate financial impact as individual Authorization for Services will be submitted for approval to Airport Staff prior to a project being initiated, and be brought before City Council for approval as required, in accordance with the City Procurement Code.

Airport Director Robin Sobotta presented. She said approximately every three years, the Airport advertises for and selects a firm to provide engineering services at the airport. She said Dibble Engineering was the only one that submitted a bid. She said Dibble has extensive experience with airport projects and are well respected. She said Dibble was instrumental in helping to secure funding for the project from FAA and ADOT grant managers when others told her she would not because the runway project was being moved forward by three months.

COUNCILMAN SISCHKA MOVED TO APPROVE AGENDA ITEM 9.F; SECONDED BY MAYOR PRO TEM ORR: PASSED 7-0.

- G. Approve an amendment to City Contract No. 2011-003A1, which extends the lease term with Guidance Helicopters Inc. by ten years: and to Approve Guidance Helicopter's request to enter into a sublease with Eviation Aircraft Inc. for the airport property known as the MacCurdy Building.

City Manager Michael Lamar said the city has worked with Eviation Aircraft, Inc for over a year to bring their U.S. headquarters to Prescott, AZ. As part of these discussions, airport based facilities were discussed. During these discussions, Guidance Helicopters

Inc. agreed to sublease their facility known as the “MacCurdy Building” located at the Prescott Municipal Airport.

MAYOR PRO TEM ORR MOVED TO APPROVE AGENDA ITEM 9.G; SECONDED BY COUNCILWOMAN SCHOLL: PASSED 7-0.

- H. Award of City Contract No. 2019-072 with Raftelis Financial Consultants, Inc. to review, update and develop a Development Impact Fees Study with Associated Documents, and provide an Analysis and Development of Utility and Solid Waste Rates, in an amount not to exceed \$236,000.00.

Mr. Woodfill presented. He said the city started collecting Development Impact Fees (DIF) for our Wastewater Utilities in 1980, Water Utility in 1982, and for other functions (Police, Fire, Parks, Recreation, Library, and Streets) in 1995. Arizona Senate Bill 1525 became effective December 31, 2011, putting significant restrictions and limitations on which services and how Development Impact Fees could be assessed. Over the last several years, the state legislature has made several changes eliminating the city's ability to determine how solid waste services are provided in our community. These changes have caused significant strain on the city's Solid Waste Enterprise Fund, putting some of the additional services this fund provides in jeopardy of being eliminated because of available funding. These additional services include household hazardous waste disposal, Christmas tree disposals, spring/fall cleanup program, and downtown/special events increased pickups. Part of the study will be a review and discussion with Council of how and if these services will be funded in the future. He indicated that this study will cost less than the last study due to logistics and combining meetings as much as possible.

Councilman Goode was pleased to hear that the cost would be less, but still was a large amount. He understood the studies needed to be done but asked staff to see what changes were moving through the legislation process in order to avoid duplicating efforts.

Mr. Woodfill said league resolutions and any changes in the near future would be considered. He mentioned there was a very tight time-frame in order to have the new impact fees in place by July 2019.

COUNCILMAN SISCHKA MOVED TO APPROVE AGENDA ITEM 9.G; SECONDED BY MAYOR PRO TEM ORR: PASSED 7-0.

10. ADJOURNMENT

Mayor Mengarelli read a quote by Marlee Matlin: "I like to say that the greatest handicap of deafness does not lie in the ear, it lies in the mind. I hope that through my example, such as my role on 'The West Wing,' I can help change attitudes on deafness and prove we can really do everything...except hear".

There being no further business to discuss, the Voting Meeting adjourned at 4:33 PM

GREG MENGARELLI, Mayor

ATTEST:

MAUREEN SCOTT, City Clerk

CERTIFICATION

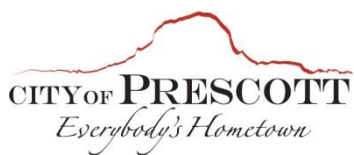
I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council of the City of Prescott, Arizona held on the 14th day of August, 2018. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2018.

AFFIX
CITY SEAL

Maureen Scott, City Clerk

Attachment: August 14, 2018 Voting Meeting (2150 : Approval of Minutes)

**COUNCIL AGENDA MEMO****MEETING DATE/TYPE: VOTING MEETING 9-11-18****DEPARTMENT: City Manager****AGENDA ITEM:** Approval of Payment of FY19 League of Arizona Cities and Towns Membership Dues in the Amount of \$25,842.00.**FUNDING SOURCE:** General Fund (Cost Recovered)**Approved By:** Michael Lamar, City Manager**Background**

The League of Arizona Cities and Towns (League) is a non-profit organization formed in 1937 to advocate on behalf of Arizona's incorporated cities and towns. The League represents the collective interests of 91 cities and towns at the State Legislature and provides timely information on important municipal issues. It also provides legal counsel, reports, newsletters and publications, training and workshops, annual state conferences and events, and networking opportunities to member cities. The League was created by Mayors in 1937, and the City of Prescott is one of the League's earliest members. During the legislative session and throughout the year, the League staff meets with legislators and other groups to represent the interests of Arizona cities and towns. The League staff monitors and tracks bills of municipal concern that are introduced during the session and provides information, insight, and counsel to city leadership on this legislative activity. Technical assistance is provided to cities and towns through a variety of methods including responding to phone inquiries, legal counsel, writing and editing technical publications and manuals, online services, archive collections and historical information.

Financial Impact

The amount of dues, which are assessed annually to all members, is based on the population of each city or town. The City of Prescott paid \$23,585.00 in FY17 and \$25,582.00 in FY18. FY19 dues amount to \$25,842.00. This expenditure is included in the City wide internal cost allocation for City administration so that 24% or approximately \$6,202.00 will remain funded by the General Fund.

Attachments

1. FY19 League Dues

AGENDA ITEM: Approval of Payment of FY19 League of Arizona Cities and Towns Membership Dues in the Amount of \$25,842.00.

Recommended Action: **MOVE** to approve payment of FY19 dues to the League of Arizona Cities and Towns in the amount of \$25,842.00.



1820 W. Washington • Phoenix, AZ 85007 • Phone: (602) 258-5786 • Fax: (602) 253-3874
 Email: league@azleague.org • Web site: www.azleague.org

February 13, 2018

TO: Michael Lamar, City Manager, Prescott
 FROM: Ken Strobeck, Executive Director
 SUBJECT: **2018-2019 LEAGUE DUES**

The annual statement for your 2018-19 membership dues for the League of Arizona Cities and Towns is enclosed.

At the recommendation of the League Budget Subcommittee, the League Executive Committee voted to forgo any adjustments to the current formula, however, dues will be calculated using the 2016 census estimates. The Executive Committee took this action at their February 9, 2018 meeting.

Therefore, your dues are calculated as follows: \$4,160 base plus a per capita amount based on population. The population figure used for this calculation is the 2016 census estimates. The payment deadline for League dues is July 31, 2018.

The League provides valuable services that benefit cities and towns in the state, focusing primarily on representation and advocacy at the state legislature, and also providing educational classes, publications, legal work, research, inquiry services, pooled programs and meetings and conferences. Your dues provide the major source of funding for the organization.

Thank you for the work you do for the people of Arizona and for your continuing support of the League. If you have any questions regarding dues or any League program, please contact me.

PLEASE NOTE:

We are sending out dues statements early for your city/town budgeting purposes. The actual due date for payment of 2018-2019 membership dues is July 31, 2018.

Attachment: FY19 League Dues (2167 : FY19 League of Cities and Towns Dues)



1820 W. Washington • Phoenix, AZ 85007 • Phone: (602) 258-5786 • Fax: (602) 253-3874
 Email: league@azleague.org • Web site: www.azleague.org

**ANNUAL DUES STATEMENT
 for
 FY 2018-2019**

THE LEAGUE OF ARIZONA CITIES AND TOWNS

1820 West Washington Street
 Phoenix, Arizona 85007
 Phone: (602) 258-5786

PRESCOTT

Membership dues for the League of Arizona Cities and Towns for the fiscal year, July 1, 2018 to June 30, 2019, based on the 2016 census population estimates.

Population @ per capita rate	42,513	x	.51	=	\$21,368
Plus \$4,160 base					\$4,160
				Dues Amount	\$25,842
				TOTAL AMOUNT DUE	\$25,842

Please make checks payable to the League of Arizona Cities & Towns.

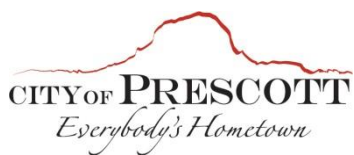
Deadline for payment of membership dues is July 31, 2018.

Thank you!

Please use the information below if you wish to make an ACH payment:

FINANCIAL INSTITUTION: JPMorgan Chase
 NAME ON ACCOUNT: League of Arizona Cities & Towns
 ROUTING NUMBER: 122100024
 ACCOUNT NUMBER: 68101
 REMITTANCE EMAIL: ACHpayments@azleague.org

Attachment: FY19 League Dues (2167 : FY19 League of Cities and Towns Dues)

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **9-11-18**

DEPARTMENT: **Field and Facilities Services**

AGENDA ITEM: Approval of Auction utilizing City Contract No. 2017-256 with Harris Auction, and City Contract No. 2017-257 with Ritchie Brothers/Iron Planet Auctioneers to sell the five (5) surplus assets listed in Attachment A.

FUNDING SOURCE: Other

Approved By: Michael Lamar, City Manager

Item Summary

This item requests approval for the sale of five (5) surplus assets listed on Attachment A.

Background

The Fleet Services Division is responsible for the proper sale of City fleet assets that have met their useful life. Vehicles and equipment that exceed \$3,000.00 in value require council approval to dispose of per the City Code.

The list of assets has been reviewed and approved by the fleet asset review board (FARB). The assets meet the criteria established by the Fleet Services Division for replacement. The Division conferred with user departments in determining to retire each vehicle. Criteria for determining vehicles for surplus include, but are not limited to, mileage, excessive maintenance costs, reliability, safety issues, and utilization.

Fleet service will utilize City contract No. 2017-256 with Harris Auction, and City contract No. 2017-257 with Ritchie Brothers/Iron Planet Auctioneers to auction off the assets in Attachment A.

Financial Impact

The proceeds from the sale of governmental operational assets are returned to their individual funds. Harris Auction will be paid a 7.5% commission from the auction proceeds, Iron Planet will be paid 4.5% for online auctions and Ritchie Brothers Auctioneers will be paid 9.5% for live auctions.

Attachments

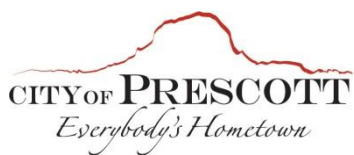
AGENDA ITEM: Approval of Auction utilizing City Contract No. 2017-256 with Harris Auction, and City Contract No. 2017-257 with Ritchie Brothers/Iron Planet Auctioneers to sell the five (5) surplus assets listed in Attachment A.

1. Attachment A-Surplus Vehicles FY19

Recommended Action: **MOVE** to approve the sale of five (5) surplus assets listed on Attachment A.

FY19 Attachment A-Auction List

<u>Asset#</u>	<u>Department</u>	<u>Division</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Vin#</u>	<u>Mileage</u>	<u>Reason For Disposal</u>
1019	Fire Dept.	Fuels Mgmt	International	Chipper body	1986	1HTLDTVN7GHA49642	223,146	Unsafe to operate
1097	Public Works	Solid Waste	Autocar	Sideloader	2005	5VCDC6BE75H200955	125,189	Needs Extensive repairs
1292	Public Works	Solid Waste	Autocar	Sideloader	2008	5VCDC6JF98H206822	113,156	Blown motor
1326	Police Dept	COP	Ford	Crown Vic	2010	2FABP7BV3AX107171	134,169	Replaced by new car
1435	Police Dept	Investigations	Ford	F150	2006	1FTRW12W36KC29945	103,114	Blown motor



COUNCIL AGENDA MEMO

MEETING DATE/TYPE: **VOTING MEETING** **9-11-18**

DEPARTMENT: **Recreation Services**

AGENDA ITEM: Approval to award Recreation Services City Contract No. 2019-048 to Koehler Enterprises, Inc., for Landscaping Services in the annual estimated amount of \$29,280.00.

Approved By: Michael Lamar, City Manager

Item Summary

Approval of this item will authorize contract award to Koehler Enterprises to provide monthly landscaping services at five City properties, the Rowle P Simmons Adult Center, Kayla's Hands playground, and Library as well as the Police and Public Works Administration buildings as bid alternates.

Background

The landscape division of the Recreation Services Department is responsible for over 38 acres of landscape maintenance on either City properties or Right-of Way, the workload has been increasing due to some Capital projects being completed such as Marina and Alarcon street projects as well as the Phippen roundabout and others. In looking for the most cost effective way to take care of the increased work load the Recreation Services department issued an Invitation to Bid (IFB) No. 2019-048 for Landscaping Services. Two bids were received from Vicente Landscaping and Koehler Enterprises.

Company Name	Base Bid	W/Alternate
Vicente Landscaping	\$2,340.00 monthly	\$3,590.00
Koehler Enterprises	\$1,740.00 monthly	\$2,440.00

Koehler Enterprises has been determined to be the responsive and responsible bidder and most advantageous to the City.

The initial term of the contract shall be for a period of three (3) years. The contract may be extended for additional two (2) year periods of up to a total of five (5) years, with the mutual consent of the City of Prescott and the Contractor. The City may administratively extend the contract pursuant to this paragraph without City Council approval.

AGENDA ITEM: Approval to award Recreation Services City Contract No. 2019-048 to Koehler Enterprises, Inc., for Landscaping Services in the annual estimated amount of \$29,280.00.

Financial Impact

Funding for this item is available in the FY 19 Facilities budget.

Attachments

1. Bid from Koehler Enterprises, Inc.

Recommended Action: MOVE to award City contract No. 2019-048 to Koehler Enterprises in the annual estimated amount of \$29,280.00.

Form A – Solicitation Response Cover Sheet



City of Prescott
Solicitation Response

Description.....Landscaping Services

Please note all that apply:

- ☒ Addenda Number(s) Received (if any)
- ☒ Original Forms A through G plus two (2) photocopies

Business Name: Kochler Enterprises, Inc.

Business Address: PO Box 12348
Prescott, AZ 86304

Business E-Mail: kler1@cableone.net

Business Phone: (928) 772-2361

Business Fax: (928) 771-1070

Business Contact: Matt Koehler

Supplier Comments: _____

Dated this 15 day of August 2018.

Matt Koehler
Signature

President
Title

Attachment: Bid from Koehler Enterprises, Inc. (2154 : Landscaping Services)

Form B – Price Sheet

Please provide monthly pricing for each location including tax, labor and any other applicable costs.

Rowle Simmons Community Center\$ 910 /per month.**Library**\$ 625 /per month.**Public Works**\$ 205 /per month.**Police Station (add alternate)**\$ 275 /per month.**Kaylas Hands Playground (add alternate)**\$ 425 /per month.

Provide any other considerations that will need to be evaluated when reviewing this bid.

Dated this 15 day of August 2018.

[Signature]
Signature

President
Title

Attachment: Bid from Koehler Enterprises, Inc. (2154 : Landscaping Services)

Form C – Bid CertificationBidder Name: Koehler Enterprises, Inc.

The undersigned Bidder hereby certifies as follows:

- C.1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum

IFB #2019-048

Issue Date

8/6/18

- C.2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

- C.3 That the Bidder's bid consists of the following:

1. Form A – Solicitation response cover sheet
2. Form B – Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties
7. Form G- References

- C.4 That the bid is valid for 120 days.

Dated this 15 day of August 2018.

 Signature

President
 Title

Attachment: Bid from Koehler Enterprises, Inc. (2154 : Landscaping Services)

Form D – Non-Collusion CertificateBidder Name: Koehler Enterprises, Inc**The undersigned Bidder hereby certifies as follows:**

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to the City of Prescott for consideration in the award of this solicitation.

Dated this 15 day of August 2018.
SignaturePresident
Title

Attachment: Bid from Koehler Enterprises, Inc. (2154 : Landscaping Services)

Form E – Certificate of OwnershipBidder Name: Koehler Enterprises, Inc.**The undersigned Bidder hereby certifies as follows:**

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this 15 day of August 2018.
SignaturePresident
Title

Attachment: Bid from Koehler Enterprises, Inc. (2154 : Landscaping Services)

Form F – Bidder Qualifications, Representations and WarrantiesBidder Name: Koehler Enterprises, Inc.

The undersigned Bidder hereby certifies as follows:

F1 Meets Minimum Specifications

The successful contractor must demonstrate that they have sufficient licenses, insurance, qualifications, capabilities and available resources to meet the product and/or service requirements of this solicitation.

Do you meet all the requirements of this solicitation?

YES

NO

F2 Taxes and Liens - Bidder has no unsatisfied tax, judgment lien or disbarment on record.**F3 Subcontractors – Bidder submits as Attachment 1 to this Bid Form F a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.****F4 Bidder's Examination - Bidder has made its own examination, investigation and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement, and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.**Dated this 15 day of August 2018.

 Signature

President
 Title

Attachment: Bid from Koehler Enterprises, Inc. (2154 : Landscaping Services)

Form G-References

The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for three clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: Town of Prescott Valley
 Address: 7501 E. Civic Circle, Prescott Valley, AZ
 Contact Person: Jason Garver
 Phone Number: 928-848-1225
 E-Mail: JGarver@pvaz.net

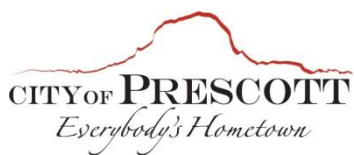
Reference #2

Firm Name: Hoamco
 Address: 3205 Lakeside Village, Prescott, AZ
 Contact Person: Bryan Zdancowski
 Phone Number: 928-776-4479
 E-Mail: bzdancowski@hoamco.com

Reference #3

Firm Name: Arizona Commercial
 Address: 212 E. Gurley St. Prescott, AZ
 Contact Person: Dan Frederiksen
 Phone Number: 928-583-2579
 E-Mail: danfrederiksen@msn.com

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including the City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

**COUNCIL AGENDA MEMO****MEETING DATE/TYPE: VOTING MEETING 9-11-18****DEPARTMENT: Police**

AGENDA ITEM: Approval to purchase emergency communications recording system for the Prescott Regional Communications Center (City Contract No. 2019-097) in an amount not to exceed \$32,000.00.

FUNDING SOURCE: General Fund, General Fund (Cost Recovered)

Approved By: Michael Lamar, City Manager

Item Summary

The Prescott Police Department seeks approval to purchase a new emergency communications recording system from Equature Interactive Response. This new recording system will replace one that is antiquated, and will allow for advanced features such as the redaction of personal and case sensitive information about calls for service, and emergency radio communications, and will allow for compliance with next generation 9-1-1 services.

Background

The Prescott Regional Communications Center is currently equipped with a recording system that records all incoming and outgoing phone calls and all radio traffic. This system has been in place since PRCC opened for business in 2005. The recording system currently in place is outdated and does not have many of the essential features and functions that are necessary for daily operations. Specifically, the old system is not digital and is not capable of redacting sensitive information such as personally identifying information such as victim name and address, which is in violation of Victim's Rights laws.

The new system, provided by Equature will be capable of redacting the necessary information for the public and private release information, and will allow for easier and more efficient storage and retrieval of important information for all partner agencies and those making public information requests.

Three quotes were obtained from three companies. While the base quotes for two of the companies were lower than the base quote for the chosen company, Equature, additions to the base quotes for those two companies to ensure functionality and support the needs of PRCC would make them more expensive than the chosen

AGENDA ITEM: Approval to purchase emergency communications recording system for the Prescott Regional Communications Center (City Contract No. 2019-097) in an amount not to exceed \$32,000.00.

company's quote.

Financial Impact

The amount of \$25,000.00 was budgeted for this project for fiscal year 2019. Actual bids are more than was originally anticipated; however the overage can be paid through general ledger account 1005200-8910-15005. The full cost of the purchase will be shared by the PRCC partner agencies. Ongoing maintenance and software support will be included in subsequent budget years.

Attachments

1. Quote from Equature Interactive Response
2. Quote from Gosserco, Inc.
3. Quote from Stancil Corp.

Recommended Action: MOVE to approve City Contract no. 2019-097.



Prescott Regional Public Safety
Communications Center
Strategic Partners



Police • Fire • EMT • Military • Security

Attachment: Quote from Equature Interactive Response (2153 : Approval to purchase new recording system for PRCC)



August 27, 2018

Robb Martin
 Prescott Regional Public Safety Communications Center
 222 South Marina
 Prescott, AZ 86303

*RE: Strategic Long-Term Partnership with the Prescott Regional Public Safety Communications Center
 Dispatch Center Team*

Thank you for investing your valuable time with Equature. We appreciate the opportunity to partner with the Prescott Regional Public Safety Communications Center team. Our vision is to help others help themselves. Dispatch centers are under tremendous stress 24x7x365 and it is our job as your strategic partner to help improve dispatch operations. We do this by focusing our resources on NG9-1-1 Recording and Dispatch Improvement because like you, we understand that **SECONDS SAVE LIVES®**. To be your strategic long-term partner, we must provide a robust NG9-1-1 recording platform that is based on **Simplicity.Reliability. Speed®**. Your team's time is valuable and Equature® is designed as a mission critical tool to save your team time. Dispatch Improvement tools are required today so your team can perform and improve every day. We understand the frustration with slashed training budgets, dispatch turnover, head count reduction and often no standardized training guidelines. Improving dispatch operations requires state of the art tools. Basically, your team is required to do more with less and as your partner it is our job to deliver them.

We understand that we have to earn your TRUST in order to establish a long-term partnership. Here are the guidelines for a great partnership:

1. They must be mutually beneficial: We deliver state of the art solutions based on **Simplicity.Reliability. Speed** so your team can perform their jobs better because **Seconds.Save. Lives®!** Your agency has to provide feedback and suggestions to help make Equature better.
2. Must be easy to work together and be open to learn from each other: We have 20+ year relationships with our clients today and the key to that success is simplicity in working together. We all understand the problems with overseas support, foreign call centers and red tape. Equature is a U.S. based company and we manufacture, sell, support, train and implement your solution from A to Z. We work hard to make sure we are easy to work with. This is why we give our CEO's cell phone number out to guarantee your satisfaction (248-752-7301).
3. Partnerships must provide high value to both parties: Our Equature® NG9-1-1 Recording and Dispatch Improvement platform is neither the least or the most expensive on the market. One thing we do guarantee is that you will get three times the value on your investment. This is why we offer a 100% Money Back Guarantee.

Attachment: Quote from Equature Interactive Response (2153 : Approval to purchase new recording system for PRCC)



Here are some key highlights about us:

1. EQUATURE is a member of the INC 500/5000 list of fastest growing companies in America four years running.
2. EQUATURE sponsors and chairs several NENA and APCO NG9-1-1 standard's committees. We wrote the logging service requirements for NENA which are a core component of NG9-1-1 Recording. We participate in all NENA ICE (Industry Collaboration Events) and have been a NENA NG partner since 2008.
3. EQUATURE focuses on a direct marketing model. We manufacture, sell, support, service and train all right here in the United States. We provide 24x7x365 Proactive Onsite Support anywhere in the U.S. within 4 hours. Our EQUATURE Direct Advantage model allows us to build functionality faster based on our PSAP client's needs.

Some key highlights of the Equature® NG9-1-1 Performance platform:

1. **100% Content Search-** The Equature NG9-1-1 Performance Suite allows you to search for calls from any device like your MDT, Android tablet, iPhone, iPad and MAC based on words or phrases spoken during the call. For quality assurance, you can even search for calls based on certain words or phrases that were not spoken. This allows 100% of the content of the calls to be searched now!
2. **Dispatch Improvement Cycle** – The Equature NG9-1-1 Performance Suite provides a full auditable dispatch improvement platform for assessing dispatcher's response by call type, reporting/analytics and learning on demand training content. *Example: John does a good job of handling calls but scores low on telephone skills. With EQ you simply deliver the 8-hour Customer Service course and re-evaluate future calls and track John's improvement.* This is unique in the industry.
3. **CAD Capture** – Our seamless CAD Capture Module allows the user to automatically create scenarios based on call types from CAD (EIDD) and automatically populates data from CAD into Equature for advanced searching and reporting. This saves hours and hours every week for your team.
4. **One Integrated Platform** – The Equature NG9-1-1 Performance Suite is one integrated platform to capture all NG9-1-1 content (**VoIP, RoIP, SMS/MMS, Video, Mobile, Telematics, Police InCar/BWC Video, logging service, EIDD**). You have access to search, report, share, and assess all in one system. No other company provides this which means you are protecting your investment for the future. All of the software is written by us and NOT taped together from several companies.
5. **Next Generation 911 Capture** – This means you do NOT have to buy a new system when your center has to accept other types of emergency communications like (text messaging (SMS & MMS), picture and video attachments, live streaming video, telematics, and additional NG9-1-1 communications).



6. **Visual Mapping Standard** – In English this means you can map your 911 calls and see exactly where they came from and you can do this from any search over any time period. This helps for proactive patrolling.
7. **Redaction, Cropping, and Notes Package** – Redaction is a new technology that allows the administrator of the system the ability to redact or “beep tone” out any personal or privileged information when creating a copy of a recording. Cropping is the ability to identify a meaningful segment of the call. Notes are the ability to place a note or tag for a call. This visual reminder is a way to easily go to the exact spot of the call at a later date.
8. **Screen Recording** allows for the Dispatch computer screen(s) to be recorded and played back with the audio, (like a movie). You can not only hear what was said but see what they did as it happened during the incident.
9. **Quality Assessment Grading** allows for the scoring of dispatch calls helping to identify training opportunities and validating previous training sessions. Demonstrates the agency is being proactive in addressing deficiencies in dispatcher performance. Research shows that regular review of dispatchers’ performance has a highly positive effect on their overall performance.
10. **Elite Performance Training** is a state of the art online learning platform designed to provide Public Safety telecommunicators world class course training. Courses are broken into 20-45-minute video slices with summaries, documents and quizzes. Research shows that retention is improved by 70% when content is delivered in bite sized chunks. Equature is very operationally focused and knows training is critical to the success of any dispatch center because seconds save lives.
11. **Future Proof** – The Equature NG9-1-1 Performance Suite is built on interoperable and non-proprietary data. This means that the latest software release is compliant with all data from day one. This means we can make sure our system can run for 30 years in your center and always be new. We are a software company and we would simply update to new hardware.

Why partner with Equature?

1. Next Generation 9-1-1 and EIDD Technology leader and NENA/APCO Partner since 2008
2. APCO/NENA PSAP Working Group – Co-Leader, Michael Smith, EQUATURE Chief Technologist
3. Patent pending Mobile Capture and Automated Scenario Reconstruction
4. Participant & committee member in all NENA Industry Collaboration Events (ICE)
5. ICE Steering Committee – Michael Smith – Vendor Representative



6. ICE 8: Interoperability with Recording & Logging Components – Michael Smith – Planning Committee Chairman
7. NG9-1-1 Standard for the Logging Service – Technical work completed by Michael Smith
8. Deal directly with a US Based manufacturer – not U.S. Regional Sales Office & Overseas manufacturer and a reseller that changes brands or worse handles multiple lines. Impossible to properly stock parts and be an expert on every system.
9. Large enough to provide the BEST system and the BEST support, Small enough to care.
10. Open, standards based architecture, non-proprietary as required in the i3 published standards
11. Record all NG9-1-1 communication (Audio, Video, Chat, Image, Telematics, VoIP) and P25 rad
12. 40+ year old stable company (past 30+ years providing Communication Recording Systems & support)

We would love to partner with your team but in the event you decide not to partner with us, please make sure you do three things.

1. Get a letter from the recording **manufacturer, not a reseller** guaranteeing your system is NG9-1-1 ready and will not require a fork lift upgrade. The last thing you want to do is buy twice! Typically, 911 boards, County Commissioners, and City Councilmen frown on that behavior
2. Get a letter from the **manufacturer, again not a reseller**, guaranteeing that the product you are buying will not be **SUNSET** (obsoleted) within the next 10 years.
3. Make sure you receive a written 100% money back guarantee!

We want you to be successful even if you decide not to partner with us.

Sincerely,

Bob Hines

Public Safety Specialist

503-388-3073

bhines@equature.com

Attachment: Quote from Equature Interactive Response (2153 : Approval to purchase new recording system for PRCC)



Prepared for: PRPSCC

Prepared by: Bob Hines

Equature Public Safety Specialist

Implementation Schedule: (Estimated Business Days)

<u>Milestone</u>	<u>Responsibility</u>
Day 1 - Purchase order received by EQUATURE.	PRPSCC
Day 2 - Pre-installation checklist created	EQUATURE
Day 6 - Kickoff Meeting and acceptance of pre-installation responsibilities	EQUATURE/ PRPSCC
Day 7 - Sample Data Streams, interpretations and documentation are provided	PRPSCC
Day 8 - All user and station data delivered to EQUATURE.	PRPSCC
Day 8 - Data entry completed	EQUATURE
Day 10 - System burn-in and testing completed	EQUATURE
Day 10 - System assembly completed - unit shipped	EQUATURE
Day 12 - System delivered to PRPSCC	EQUATURE/ PRPSCC
Day 15 - Confirm Installation Date and Site Readiness	EQUATURE/ PRPSCC
Day 30 - Installation and testing begins	EQUATURE
Day 31-32 - On-site training begins	EQUATURE

Equature is committed to providing value to our Public Safety customers. Our goal is to establish a long-term, Win/Win partnership with the PRPSCC. Our mission in providing this value, requires us to hire and retain top professionals. We have been fulfilling this mission for over 40 years.

Attachment: Quote from Equature Interactive Response (2153 : Approval to purchase new recording system for PRCC)



SPECIAL PRICE QUOTATION

Prescott Regional Public Safety Communications Center

QTY	DESCRIPTION	PRICE
1	Equature NG9-1-1 Communication Recording System Voice and Data Platform (Analog)	\$39,018.15
	One Year Warranty, 24x7x365 (Hardware, Software, Parts, Labor & Travel)	
	<u>Full Unlimited Site License:</u> Instant Recall, Multi-channel Scenario Reconstruction Playback, Live Monitor, Visual Mapping of calls, Reporting, Redaction, Cropping, and Notes Package	
	<u>Professional Services:</u> Installation, set-up and configuration	\$1,750.00
	Comprehensive Training - End User, Administrator and Technical	\$1,500.00 Included*
	Special PRPSC Allowance	-(\$9,550.63)
	Total	<u>\$31,217.52</u>
	After warranty maintenance agreement (Year 2 forward)	\$4,682.63/year
	<u>Option:</u>	<u>Price</u> <u>Partner price</u>
	100% Content Search	\$7,350.00 \$4,700.00*
	ANI/ALI feed	\$3,938.00 Included*
	Tritech CAD Integration	\$3,938.00 Included*
	Screen Recording	\$4,125.00 Included*
	Quality Assessment for 27 Dispatchers	\$4,252.00 Included*
	Elite Performance Training 27 dispatchers 16 hours	\$10,692.00 Included*
	After warranty Maintenance Agreement (when Speech is added)	\$5,942.63

Terms:

One Hundred (100%) percent with receipt of equipment.

Customer Acceptance: X

Date: _____

Print Name: _____

Title: _____

Email to Bob Hines: bhines@equature.com

*Pricing good until October 31, 2018



100% EQUATURE Money Back Satisfaction Guarantee

Equature is pleased to offer this Money Back Satisfaction Guarantee. As a manufacturer and developer of Next Generation 9-1-1 Communication Capture Solutions, we are in direct contact with our customers and do not have to rely on the Reseller model of moving requests and concerns up the chain of command. You have a direct line to the top. We have over 20 years of experience in servicing the Public Safety community and understand the needs and challenges you face each day. We have a long track record of success which allows us to offer the following guarantee. In the event the EQUATURE® Recording system does not perform during the acceptance period to standard 911 recording features and functions then Prescott Regional Public Safety Communications Center can terminate the agreement with 90 days' notice to correct the issues and receive a full refund.

We look forward to creating a long-term Business Partnership!

Prescott Regional Public Safety Communication Center agrees to do business with Equature.

Agreed: _____

Printed Name: _____

Signature: _____

Date: _____

Equature: Bob Hines – Public Safety Specialist



Equature Elite Performance Suite

World Class Continuous Training

Elite Continuous Training is a training platform designed to provide you with world class continuous training with compounding content each year. This is extremely beneficial as you will be able to provide your Telecommunicators with a growing content core along with a continuous training methodology. Retail Price per dispatcher is \$400 per 16-hour course increment.

Elite Performance Year 1: (16 Hours)

1. Elite Core – 4-hour training includes:

Communication in the Dispatch Center
 Dispatcher Improvement – Fight, Flight, Freeze, Metabolic Syndrome, Mind Set
 Liability for the Communication Center
 Critical Incidents

2. Customer Service 8-hour course

Customer service skills for dispatchers is a critical class for all dispatchers and 9-1-1 personnel. Topics include: annoying and difficult callers, words to use for extraordinary customer service, how to defuse anger and officer/ dispatcher relations.

3. Becoming More Than Just a Dispatcher 1 –hour course

4. 911 Challenges 1-hour course

5. Dispatching Skills 1-hour course

6. First Responder Safety - 1-hour course

Elite Performance Year 2: (28 Hours)

1. Everything from year 1 (16 Hours)

2. How to Save a Life – Yours! 8-hour course

In this day and age heart disease, stroke and diabetes are not discriminatory however those that do not take care of themselves can find themselves in the front of the pack when it comes to SCA or CVA. Dispatchers for the most part live very unhealthy lives; we add unnecessary stress on ourselves and create our own negative environments. We eat unhealthy foods, drink unhealthy drinks, sit too long and put ourselves at risk for metabolic syndrome. The communications center is a breeding ground for many personality types and low morale. This class will share some life/health changing education and techniques to assist in the reduction of unnecessary medical issues, improve working relationship and improve morale.



3. **Minimum of 4 additional Hours of updated content (4 webinars) = Minimum of 8 hours of total additional content**

Elite Performance Year 3: (40 Hours)

1. **Everything from years 1 and 2 (28 hours)**
2. **Breeding Success 8-hour course**
This course is designed to assist in making the training program effective to produce a fully trained dispatcher. Topics include: How to breed failure, how to breed success, training on a budget, the learning process, roles of the trainer, reinforcement training, and much more.
3. **Minimum of 4 additional Hours of updated content (4 webinars) = Minimum of 12 hours of total additional content**

Elite Performance Year 4: (52 Hours)

Everything from years 1, 2, 3 (40 hours)

1. **Active Shooter 8-hour course**
An interactive class focusing on skills supervisors need. Topics covered include federal laws, supervisor skill and styles, problem solving, counseling and liability.
2. **Minimum of 4 additional Hours of updated content (4 webinars) = Minimum of 16 hours of total additional content**

Elite Performance Year 5: (64 Hours)

1. **Everything from years 1, 2, 3, 4 (52 hours)**
2. **Suicide Intervention 8-hour course**
This course educates public safety call takers in suicide crisis intervention. Topics include: suicide attitudes and facts, risk assessment of caller, risk assessment of responder, call taker interaction, and suicide call case studies review.
3. **Minimum of 4 additional Hours of updated content (4 webinars) = Minimum of 20 hours of total additional content**



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

We have prepared a quote for you

PRCC Eventide Quote

Quote #009310 v1

Prepared for
Prescott Regional Communications Center

Prepared by
Shaun Andrews

Attachment: Quote from Goserco, Inc. (2153 : Approval to purchase new recording system for PRCC)



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

Eventide NexLog Hardware		Price	Qty	Ext. Price
CE-740-NexLog740	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager, and 1st year warranty.	\$5,996.25	1	\$5,996.25
CE-740-PW-108233-000	Dual hot-swap power supplies, 120/240VAC (standard-no charge) Dual hot-swap power supplies, 120/240VAC (standard-no charge)	\$0.00	1	\$0.00
	Removable Archive Options			
CE-740-AD-105321	Equip with 1 Multi-Drive for DVD-RAM (standard)	\$0.00	1	\$0.00
	Internal Storage Options			
CE-740-ST-105311	Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage	\$1,200.00	1	\$1,200.00
	Rack Slide Options			
CE-740-RM-324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740)	\$270.00	1	\$270.00
	Record Boards			
CE-AUD-105284-024	24-Channel Analog Card, 24 Ch. Licenses	\$4,500.00	2	\$9,000.00
CE-CBL-109033-003	Quick Install Kit (9ft. Connector Cable & Punch Block) Quick Install Kit (9ft. Connector Cable & Punch Block)	\$165.00	2	\$330.00
Subtotal:				\$16,796.25

Eventide NexLog Software		Price	Qty	Ext. Price
CE-SW-271083	MediaWorks PLUS: Concurrent Access for 8 Users	\$746.25	1	\$746.25
CE-SW-271109	Eventide SSL Enabler option	\$0.00	1	\$0.00
Subtotal:				\$746.25

Professional Services		Price	Qty	Ext. Price
CG-SVC-Installation Pkg	Comprehensive installation package: includes remote project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 8am-5pm)	\$4,500.00	1	\$4,500.00
Subtotal:				\$4,500.00

Attachment: Quote from Goserco, Inc. (2153 : Approval to purchase new recording system for PRCC)



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

PRCC Eventide Quote

Quote Information:

Quote #: 009310

Version: 1

Delivery Date: 08/28/2018

Expiration Date: 09/30/2018

Prepared for:

Prescott Regional Communications Center

216 S. Cortez St

Prescott, AZ 86303

Robb Martin

robb.martin@prescott-az.gov

928-777-1362

Prepared by:

Goserco HQ

Shaun Andrews

480-964-8911 x 5117

Fax

sandrews@goserco.com



Quote Summary		Amount
Eventide NexLog Hardware		\$16,796.25
Eventide NexLog Software		\$746.25
Professional Services		\$4,500.00
Subtotal		\$22,042.50
Tax		\$1,412.17
Total		\$23,454.67

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

36 904

Attachment: Quote from Goserco, Inc. (2153 : Approval to purchase new recording system for PRCC)



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

Project Scope Detail

Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 8am-5pm)

Project Scope Detail

- Pre-installation build, configuration, and ground shipping to site
- Remote project management, planning, and documentation
- On-site system installation, configuration, and recording testing during business hours
- Deployment of search/playback/export client environment
- Configuration of network archival to customer-furnished network-attached storage
- Configuration of access security per customer-furnished information
- Configuration of NTP time synchronization, and system e-mail notifications
- End-user system administrator and supervisor client training
- All travel time and expenses included
- 1st year on-site warranty repair service, with unlimited remote support to M-F 8am-5pm

Attachment: Quote from Goserco, Inc. (2153 : Approval to purchase new recording system for PRCC)



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

Statement of Work

Prescott Regional Communications Center

Communications Recording Solution Upgrade or Implementation

Prepared for: Prescott Regional Communications Center ("the customer")

Prepared by: Goserco, Inc. ("Goserco")

Project: Communications Recording Solution (Upgrade or Implementation)

Statement of Work (SOW) and Statement of Purpose

Goserco, Inc. is pleased to submit this statement of work to Prescott Regional Communications Center for services to deliver: the applicable installation, configuration, testing, training, and the relevant project management, for a new or upgrade communications recording solution. This document outlines, the services that Goserco, Inc. will provide, as well as those expected to be provided by Prescott Regional Communications Center, or its relevant vendors, in planning for and implementing this project. It may also describe specific services to be customized to your environment. Specifically, this SOW is only for the applicable installation, configuration, testing, training, and the relevant project management, for a communications recording solution.

In the event of overlap, any specific terms and conditions agreed to by Goserco by other device (contract, RFP response, or other written agreement) shall take precedence over this statement of work. With authorized signature by both parties, and in the absence of such an outside agreement, the terms and conditions specified in this statement of work shall apply, and constitute agreement to such terms and conditions by both parties.

Changes to this Statement of Work will be processed in accordance with the procedures described in "Appendix B. Project Change Control Procedure". A Change Authorization must be approved and accepted by both parties to initiate scope changes under this agreement. The investigation and the implementation of changes may result in modifications to any aspect of the project schedule, pricing/invoiced charges, and/or other terms of this agreement. Without signatures of acceptance, specific pricing (if any) in this Statement of Work expires 60 days following the date of its preparation.

Project Scope

The scope – the customized and detailed list of specific items that define what will be considered "in-scope" for this project, is written in a separate section that follows titled, "Project Scope Detail". The Project Scope Detail is considered part of this statement of work.

Assumptions

General

- The customer will provide a single point of contact that will act as the project owner and who will be the primary individual to sign off on the project phases at completion
- All work under this statement of work will occur Monday-Friday between the hours of 8:00 am and 5:00 pm; no installations, configuration, moves, site visits, or other related work will be scheduled over weekends, evenings, or Goserco, Inc.-declared holidays, without mutual agreement in advance from the Goserco, Inc. project manager and the customer project manager
- Goserco, Inc. and the customer will jointly create any project documentation, where customer involvement is required. The customer must approve the final installation schedule and final versions of project documentation to ensure it coincides with all expectations

Attachment: Quote from Goserco, Inc. (2153 : Approval to purchase new recording system for PRCC)



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

- Goserco, Inc. and the customer will jointly create any special requirements for defining “project acceptance” in writing, and with mutual agreement to such requirements, those requirements will become part of a written cutover plan (or installation checklist)
- “Project acceptance” (via a signed installation service ticket or other written acknowledgement) should follow (within 24 hours) completion of the written project plan, and a successful support turnover call, and Goserco’s delivery to the customer of “as-built” system configuration documentation

Premises Work

- The customer will be responsible for all carpentry or mechanical work not explicitly detailed in this proposal
- The customer location does not require the use of union labor
- The customer assumes all responsibility for compliance with local and federal laws and regulations as they relate to recording telephone, radio, and other electronic or audio conversations, as well as other electronic communications (including visual) such as desktop screen recording and application usage tracking, etc.
- Cabling or termination of telecom, Ethernet, or electrical supply wiring, is not included in this SOW. Additional information follows in the section titled, “Specific Technical and Other Provisions”
- Hours spent troubleshooting problems outside of the project scope of in this SOW will be billed at \$150 per hour (via remote access) or \$225 per hour (on-site). The project managers will be contacted and will approve any additional charges prior to execution of any work that could result in additional charges

Shipping Management and or Special Requirements

- In general, all shipments for this project will be via local delivery or “UPS Ground”
- Any expedited shipping charges that result from customer request or customer delay will be passed on to the customer at actual cost

Deposits, Invoicing, and Scheduling

- Order Deposit – Unless other contractual arrangements or quoted payment terms exist (within this proposal package), whether governmental or private sector, a deposit equal to 50% of all hardware and software is due at the time the order is placed, and required to begin implementation project management. Services are invoiced at project completion
- Invoicing – Invoices for equipment and software (or for remaining balance on any equipment and software) to be installed as part of this implementation, will be generated when the equipment and software is delivered to the customer site(s). Invoices for services will be generated at the completion of those services (based on either a specific project milestone invoicing schedule or at general “project acceptance”)
- Payment - for all invoices is due with 30 days of invoice date (NET 30), and the customer may take a 2% discount (of invoice total) for any invoice paid within 10 days of invoice date (NET 10)
- Postponement/Project Schedule Delay - If the project schedule is postponed or delayed by the customer after any equipment has been ordered, the customer agrees to pay any balance due (less services not performed) within 30 days of the originally scheduled (a mutually agreed upon) installation date
- On-site Cancellation/Postponement Charges - If the installation is cancelled or postponed for reasons beyond the control of Goserco, Inc. once a technician is on-site, the cost of taking the technician out of service at \$150 per hour (for actual time out of service), and related travel expenses (at cost) will be passed on to the customer
- On-site Project Delay - If the project is unreasonably delayed while a technician is on-site for reasons such as, but not limited to: access to appropriate buildings or specific areas within buildings, lack of access to, or unavailability of assigned or appropriate customer personnel, delay due to a third party, waiting, etc. the cost of the technician being out of service at \$150 per hour (for actual time out of service), will be passed on to the customer

Goserco, Inc. Team Responsibilities

Attachment: Quote from Goserco, Inc. (2153 : Approval to purchase new recording system for PRCC)



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

Pilot System

- If a pilot system is required (for multi-site installations only), it will be coordinated through the project planning process

Project Management

- The Goserco, Inc. project manager (or designated backup) will work with the customer for the life of the project. He or she will manage each phase of the project to include shipping, installation, training and all other contacts regarding this project
- The Goserco, Inc. project manager will handle escalation of problem solving within Goserco, Inc. internal teams as well as contacts within the Customer organization
- The Goserco, Inc. project manager should be the first point of contact for any project issue
- The Goserco, Inc. project manager will handle communication issues regarding equipment procurement and/or transportation within Goserco, Inc
- The Goserco, Inc. project manager will review all documentation
- The Goserco, Inc. project manager will maintain a project schedule and tasks list

Installation Services

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project manager
- All installation teams will consist of 1-2 Goserco, Inc. technicians
- Installation and training is for Eventide NexLog recording equipment and client software as quoted/described
- Each technician will bring appropriate tools to complete their assigned tasks
- Any issues that may delay, or prevent the completion of the installation, will be escalated to the Goserco, Inc. project manager for resolution. Every effort will be made to overcome any issues while the technician is on-site
- All work areas will be neat, and free of recording system installation materials and packaging prior to leaving the site
- Goserco, Inc. is not responsible for any pre-existing network conditions that prevent normal operation, or delay the installation process (i.e., network configuration, network viruses, domain restrictions, IP address assignments/changes, PBX configuration/changes, etc.

Training Services

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project manager
- Training content is dictated by the stated project scope
- Training scheduling will be mutually agreed upon by the customer and Goserco, Inc. project manager. Although the customer is responsible for coordination of classroom facilities (where applicable), scheduling and attendance of appropriate participants, and production of any printed materials (from electronic documentation provided by Goserco, Inc.), the Goserco, Inc. project manager will assist in the organization and planning with the customer project manager.

Goserco, Inc. Contacts

- Project Manager: TBA
- Backup Project Manager: TBA
- Lead Technician: TBA
- Account Rep: TBA

Attachment: Quote from Goserco, Inc. (2153 : Approval to purchase new recording system for PRCC)



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

- Other technicians and personnel, as assigned: Office 480-964-8911 Option 1

Customer Responsibilities

General

The responsibilities listed in this section are in addition to those responsibilities specified in any Goserco, Inc. quoted sales terms and all services by the customer are to be provided at no charge to Goserco, Inc. Goserco, Inc.'s performance is predicated upon the following responsibilities being fulfilled by the customer

Project Management

Prior to the beginning any work in the project calendar or plan, the customer will designate a Project Manager to whom all Goserco, Inc. communications will be addressed and who has the authority to act for the customer within the terms of this agreement. The Customer's project manager will be the focal point for the following activities:

- Serve as the communications interface between Goserco, Inc. and all Customer departments participating in this project.
- Coordinate and ensure the provision of all required customer information (as needed for proper implementation) and delivery of requirements (hardware, technical support, and services) as needed to perform this Statement of Work. Answers and information should be provided within three working days of Goserco, Inc. request, unless the Customer and Goserco, Inc. mutually agree to an extended response time
- Assignment of personnel to the project to be on-site at the time of equipment delivery and installation for verification and acceptance. Goserco, Inc. will coordinate the schedule with the Customer Project Manager
- Help resolve and escalate as needed project issues and problems within the customer staff
- Administer Project Change Control in conjunction with the Goserco, Inc. Project Manager
- Receive, review, and maintain Goserco, Inc.-prepared documentation
- Accept responsibility for the security of all equipment shipped to the Customer's location(s)
- Arrange for any security clearances required for all Goserco, Inc. personnel
- Arrange for payment of deposits and invoices

Customer Contacts

- Project manager: TBA
- Customer telephony contact: TBA
- Customer 911 telephony contact: N/A
- Customer radio contact: TBA
- Customer I.T. servers/network contact: TBA
- Customer I.T. desktop contact: TBA
- Customer operations (site) contact: TBA

Specific Technical Services and Other Provisions

Equipment-Environment

- Customer will ensure adequate UPS power and power distribution for all servers to be installed
- Customer will ensure adequate rack mounting space and proper environmental control where any equipment is to be installed - standard 19" 4-post rack rail hardware is typically supplied with new systems purchased from Goserco, Inc., however in cases where the standard supplied rack rail hardware will not accommodate a proper installation, the customer will provide and install suitable rack shelving or other mounting hardware as may be required by local building/equipment installation codes

Attachment: Quote from Goserco, Inc. (2153 : Approval to purchase new recording system for PRCC)



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

- Each server must be located within Ethernet standard distances of the switch it connects to, and have a minimum of two available ports for network access - one dedicated for network traffic (CTI connection, client connections, and CAS server upload), and one for IP recording capture (or spare)

Operating System and Anti-Virus Software

- For Windows-based systems only, Operating System Critical Updates are the responsibility of the customer for Microsoft Windows-based systems (Manufacturer-tested update levels will be provided by Goserco, Inc. on regular basis, as QA'd and released by the manufacturer – typically semi-monthly)
- Anti-virus software (and proper configuration thereof) for the server(s) are the responsibility of the customer and are required – note: there may be mandatory file extension type exclusions for Windows-based servers (including any that are virtualized).

Equipment Access and Remote Access

- Customer will ensure access to any locked facilities (i.e.: equipment rooms) so as to prevent a technician from experiencing any delays on-site while attempting to access an installation location
- The customer will provide uninterrupted remote access to all Goserco, Inc.-installed servers (and potentially relevant clients) during any period in which Goserco, Inc. provides installation or configuration services, technical support or maintenance/extended warranty services

Networking, Clients, and Desktop Installations

- All server systems will require network connectivity with static IP addresses, valid subnet, gateway, and DNS addresses, as well as an NTP
- Network administrative configuration of the recording servers is the responsibility of the customer – Note: there may be specific network environment requirements for the system(s) and it is advised that the customer check with Goserco, Inc. prior implementation of configuration or changes – e.g. Audiolog servers are typically required to be joined to the domain in a separate OU with no policies pushed (including any servers that are virtualized), and a domain Audiolog administrative user account with local administrator privilege on the Audiolog is required for application services. While Eventide servers are Linux-based, there may be specific required network configuration
- Any new client user PC's must meet the minimum requirements listed in the system documentation CD
- An appropriate customer network technician will be on-hand and available (on installation and testing days) to assist with installation and client software installation as needed, as well as produce client software load procedure documentation in conjunction with a Goserco, Inc. technician at the installation
- All network configuration required to produce a successful implementation is the responsibility of the customer, and will be provided to Goserco, Inc. free of charge. A successful implementation includes both server connectivity and client pc network connectivity and configuration. Additionally, it is the responsibility of the customer to provide and ensure LAN/WAN connectivity and configuration that will allow for proper client access from within, or off-site, if applicable (including firewall configuration where necessary)
- Customer will provide a list of client pc's, AD user names, actual user names, and a seating chart (to include desired channel-level security restrictions) if Goserco, Inc. is to perform any installation of client software and restrict access to the system on a per-user basis

Telephone/PBX, Radio System, and or IP Dispatch Console Integration and Requested Configuration Information

- For integrated recording of any telephone/PBX, digital radio, or IP dispatch console communications system, the customer will provide or otherwise arrange for purchase, installation, and configuration of all telephone/PBX, digital radio, and or IP dispatch console hardware and software (including any required licensing that may be necessary to support recording in the customer environment). The customer will provide or otherwise arrange for purchase, installation, and configuration of any and all related/required network infrastructure (such as switches, firewalls, communications circuits, etc.). The customer will



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

provide or otherwise arrange for purchase of all telephone/PBX, digital radio, and or IP dispatch console configuration, testing and troubleshooting services, as well as any required network configuration (including SPAN ports if required), testing, and troubleshooting necessary to establish or support proper recording connectivity and communications to the telephone/PBX, digital radio, and or IP dispatch consoles, and the customer network

- Customer will provide a complete list of requested telephone/PBX, digital radio, and or IP dispatch console information: including, but not limited to, hardware and software versions, IP addresses, protocols, etc. as well as details that may be needed to ensure a successful integration and proper recording such as: agents, extensions, device identifying information, channels, talk groups, and frequency ID's and or names, etc.

Wiring

Traditional Device Monitoring, and Other Wiring Notes

- In general, Goserco, Inc. will provide a demarcation point (typically 1 or more 66 blocks) and cable connection from this demarcation point to the recorder(s). The customer is responsible to provide feed wiring for any and all audio sources to be recorded, and cross-connect to the provided demarcation point
- For direct digital station tapping, the customer is responsible to provide feed wiring for any extension to be recorded. This is typically accomplished (for supported handset models), by passing the cross-connect wiring from the designated PBX output pair, through the provided recording demarcation point (punch without cut/termination), and on to the designated premise wiring/jack pair for the phone to be recorded. Goserco will re-cross connect existing phones so that they pass through the recording demark in cases where the customer can identify all phones to be recorded (e.g. produce a list of devices required to be recorded) and identify and mark existing extension punch down locations for at least one side of the existing cross connects of phones to be recorded (PBX port pair, or premise wiring pair)
- For analog recording (full-time or record-on-demand) of digital or VoIP phones via logger patch, analog feed wiring in the form of a CAT5 cable home run from within 5' of phone (terminated as an RJ11), to recorder demarcation block (non-terminated) is to be provided to Goserco, Inc. at no charge for each phone to be recorded. Goserco, Inc. will typically provide and install the required analog logger patches – note: a standard 110V AC power outlet within 5' of the phone is also required
- Intrado/Positron: For analog recording of LIFELINE100 and VIPER systems, CCB/SONIC analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Goserco, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing standard CDR from the Viper system) is required, and will be provided to Goserco, Inc. at no charge.
- Airbus/Cassidian: For analog recording of VESTA and systems, ACU/SAM analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Goserco, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing the ANI/ALI CAD spill) is required, and will be provided to Goserco, Inc. at no charge.
- For analog recording of radio, the customer is responsible to provide feed wiring that provides combined transmit/receive audio for any channel, frequency, or console to be recorded to Goserco, Inc. at no charge
- Signal strength (when audio is present) for analog VOX recording is typically optimal for recording in a range of -10dBm to 0dBm

Pricing

Pricing Per Quotation

Pricing for the services listed in this statement of work is as "a fixed amount, complete package".

APPENDIX A - Deliverable Guidelines

Status Reports

Purpose: The Goserco, Inc. project manager will typically provide weekly project plans or status reports via e-mail, advising the



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

customer project team of the progress and status of Goserco, Inc. related activities. The report will outline and describe the status of tasks worked on during that period and document significant accomplishments, milestones, and problems identified

Content: The report may consist of the following, as appropriate for the project:

- A regularly updated project schedule, noting key events, planned travel, and training schedules
- Activities performed during the week/month
- Activities planned for the next week/month
- Issues or concerns about activities, which occurred in the previous week/month
- Recommendations relating to problems or issues
- Any other items that Goserco, Inc. reasonably anticipates may have an effect on the schedule or otherwise materially impact on the project
- Billing information if needed
- Project change control summary (See "Appendix B. Project Change Control Procedures" in Appendix B for details.)

Installation Checklist/Cutover Plan (if applicable)

Purpose: An installation checklist/cutover plan document will provide a detailed plan for cutover and contingency planning and or back-out procedures for the installation services. The installation checklist/cutover plan document will also provide a brief outline/timeline of expected activities for on-site time, and will require customer approval prior to installation. The combination of a completed customer-approved installation checklist and a completed service ticket by the installing technician will be presented to the customer for signature, and customer signature will constitute project acceptance. Minor exceptions, deviations, and other changes noted in the installation checklist shall not delay project acceptance if follow-up support or resolution has been initiated and communicated in writing, and such deviations do not materially impact the primary use and functions of the deployed system(s).

Copies of All System Software and Documentation

One copy of all system software and documentation will be provided for each site. In most cases documentation is provided in .PDF format on CD or DVD. Customers are responsible for the safe-keeping of software and documentation

Other Project Documentation

Other project documentation will be delivered as deemed beneficial to the project and may included such items as: specific technical documentation, specific project planning documentation, and specific site-specific configuration details documentation

Administrator and End-User Training

System administrator and end-user training sessions will be scheduled and provided, as dictated by the scope of the project. A training plan that details the training content, formats, and relevant audience(s) will be provided prior to training

APPENDIX B - Project Change Control

Procedures

The following provides a detailed process to follow if a change to the scope or directly from the Customer to this Statement of Work is required:

A Project Change Request (PCR) will be the vehicle for communicating change (to be completed by Goserco, Inc. at customer or Goserco, Inc. request)

Attachment: Quote from Goserco, Inc. (2153 : Approval to purchase new recording system for PRCC)



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

- The Project Change Request must describe the rational for the change and the affect the change will have on the project
- The Customer and Goserco, Inc. Project Managers will review the proposed change and approve it or revise it as required. Goserco, Inc. will specify any charges for such change. If the Customer Project Manager authorizes the change, in writing, this constitutes approval for the change charge(s). Goserco, Inc. will invoice the Customer for any such charges. The Customer will be responsible for the affect that the change will have on price, schedule, and other terms and conditions of the Agreement
- A written Project Change Request must be signed by the Customer and Goserco, Inc. to authorize implementation for the changes

APPENDIX C – Legal Agreements

Invoices and Payment

Unless otherwise specified in a Sales or Services Agreement or other contract, you agree to pay Goserco, Inc. the Purchase Price for Products and/or Services and the license fee(s) for Licensed Software, less any deposit paid previously, within thirty (30) days of the delivery of any Products or Licensed Software and/or the provision of any Service. You also agree to pay Goserco, Inc. amounts equal to any applicable sales, use, property, value-added, or any other taxes, except income tax, resulting from any transaction under this Agreement or any Sales or Services Agreements. Any applicable tax will be based on those taxes imposed by the taxing authorities in the jurisdiction to which you request the Products or Licensed Software delivered or in which Services are performed. Unless otherwise agreed and indicated on documentation provided by Goserco, Inc. to you, such as an invoice, or otherwise provided herein, you will pay all shipping costs for Equipment, Product or Licensed Software you purchase from Goserco, Inc. In the event you dispute any amount on an invoice, you must provide written notification of the dispute to Goserco, Inc. within ten (10) days after you receive the disputed invoice. Goserco, Inc. agrees to provide supporting documentation concerning any disputed amount or invoice within ten (10) days after written notification of the dispute to Goserco, Inc. Both parties agree to use their best efforts to resolve such dispute within thirty (30) days after you provide written notification of the dispute. You shall have no obligation during the thirty (30) day period specified above to pay any amount that you reasonably dispute hereunder, but you agree to pay the undisputed portion of the invoice.

Shipping; Risk of Loss

All risk of loss or damage to the Products shall be the responsibility of the party upon whose premises the Products are located at the time of such loss or damage. In the event the loss of damage occurs during shipping or delivery, the party in charge of arranging for such shipping or delivery shall bear the responsibility for the loss or damage. You agree, upon delivery of Equipment or Products, and prior to the transfer of title and/or license rights to you, to insure such Equipment or Products with a conventional commercial insurance policy sufficient to protect Goserco, Inc.'s interest in such Equipment or Products and to provide Goserco, Inc. evidence of such insurance upon its reasonable request.

Non-Solicitation

Each party recognizes that the other party's employees are critical to the business operations of the other party. For the term of this Agreement and for six (6) months after its termination, each party agrees that it and any parent company, subsidiary, partner, limited partner, joint venture, or any entity related in any manner to it by common ownership ("Related Entities"), will not employ, hire, or compensate in any manner or capacity, including as an employee or independent contractor ("Employ") any employee of the other party that it was introduced to by, and who was directly connected with, such party's performance under this agreement. Each party further agrees not to employ any former employee of the other party unless the employer-employee relationship has been terminated for not less than one hundred eighty (180) days. In the event of breach of this provision by a party or any Related Entities, such party shall be liable to the other party for the principal sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00) as liquidated damages, and not as a penalty for said breach.

Confidentiality

All documentation and information which are either designated as confidential or proprietary or would reasonably be considered to be

Attachment: Quote from Goserco, Inc. (2153 : Approval to purchase new recording system for PRCC)



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

confidential or proprietary, including without limitation, drawings, listings, techniques, algorithms, processes and technical and marketing information, business data and employee information which are transferred between the parties in connection with this agreement ("Proprietary Information") (other than documentation and information intended for general distribution to third parties) shall be held in strict confidence by the parties, and shall not be disclosed or used in any fashion other than pursuant to the terms of this agreement without the other party's prior written consent. Each party's proprietary information and all other items related thereto, including, without limitation, programs, methods of processing, specific design and structure of individual programs and their interaction, and the unique programming techniques employed therein, and all enhancements, modifications, updates, and derivative works thereof are and shall remain the sole and exclusive property of such party and shall not be sold, revealed, used, disclosed, transmitted or otherwise communicated, directly or indirectly, by the other party except as expressly provided for in this Agreement. Each party agrees to protect the others' proprietary Information with the same standard of care and procedures that it uses to protect its own trade secrets and Proprietary Information of a confidential nature.

Force Majeure

Neither party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts due to events of nature, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or officials thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without fault or negligence of the party claiming excusable delay and the party claiming excusable delay must promptly notify the other party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay, which is excusable under this paragraph, provided, however, that if any such delay continues for a period of more than sixty (60) days, the party not claiming excusable delay shall have the option of terminating the order or service upon written notice to the party claiming excusable delay.

Attachment: Quote from Goserco, Inc. (2153 : Approval to purchase new recording system for PRCC)



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

APPENDIX D - Signatures**Prescott Regional Communications Center**

Communications Recording Solution Upgrade or Implementation

Document prepared for signature on August 28, 2018

We, the undersigned representatives of Prescott Regional Communications Center and Goserco, Inc. have read and understand this statement of work and the details contained herein. We agree to this Statement of Work as attached, the services to be provided as detailed in project scope detail, as well as the terms, conditions, specific responsibilities, provisions, and appendices:

Prescott Regional Communications Center**Goserco, Inc.**_____
Signature of authorized customer representative_____
Signature of authorized Goserco, Inc. representative_____
Printed Name_____
Printed Name_____
Title_____
Title_____
Date: (MM/DD/YYYY)_____
Date: (MM/DD/YYYY)

Attachment: Quote from Goserco, Inc. (2153 : Approval to purchase new recording system for PRCC)

Martin,Robb

From: Shaun Andrews [sandrews@goserco.com]
Sent: Wednesday, June 06, 2018 2:21 PM
To: Martin,Robb
Subject: Additional licensing costs

Hi Robb,

Here's a list of parts you could add to an Eventide Nexlog system later on. NOTE-This does not include the implementation cost because it all depends on when it's added, if it is a separate trip, if it's done remotely, and other variables. Let me know if you don't see something I was supposed to price out. If you want me to revise my quote with any of these items, just let me know and I can send you a new quote.

The prices below are list prices, with no discounts. Discounts can be applied, once the item is decided on.

- Enhanced Reporting \$995.00
- Screen recording for 10 PC's \$3,000.00
- Quality Factor evaluation software first 20 agents-\$2,500.00
- Quality Factor 20 agent add on-\$1,990.00
- Geofence/search Mapping-\$995.00
- CAD integration for Tritech-*final licensing cost TBD but estimated at \$3,495.00
- MP3 option for Mediaworks Plus-\$195.00
- VESTA OR VIPER IP integration-\$2,495.00(Requires IP licenses to be purchased also) ?

Shaun Andrews
 Sales Account Manager
 Goserco, Inc.
 7165 E University Dr. #180
 Mesa, AZ 85207
 480-964-8911 Ext. 5117
 800-285-0108 Ext. 5117 Toll-Free
sandrews@goserco.com
www.goserco.com
 ROC#302489

Attachment: Quote from Goserco, Inc. (2153 : Approval to purchase new recording system for PRCC)



System Requirements 40 Analog Channels

Part #	Quantity	Description	Price
41040	1	SLR Rack Mount 40 Analog Chassis (Includes Administrator Client Software) The server will have a site license for each of the following Client Options: SLR Administrator SLR Player SLR Repeat SLR Scenario Player SLR WEB Player The server will have one (1) license for each of the following Client Options: SLR Status SLR Reports SLR ROAR (Record on Request)	\$34,980.00
94029	1	ANI/ALI Capture	\$2,376.00
		Sub-total	\$37,356.00
80002		Implementation (training and install)	\$2,400.00
		Less Discount and 3rd Quarter Promotions	\$17,798.00
		TOTAL	\$21,958.00 +13,344.00

\$35,302.00

Attachment: Quote from Stancil Corp. (2153 : Approval to purchase new recording system for PRCC)

Stancil Corporation
 2644 S. Croddy Way
 Santa Ana, CA 92704

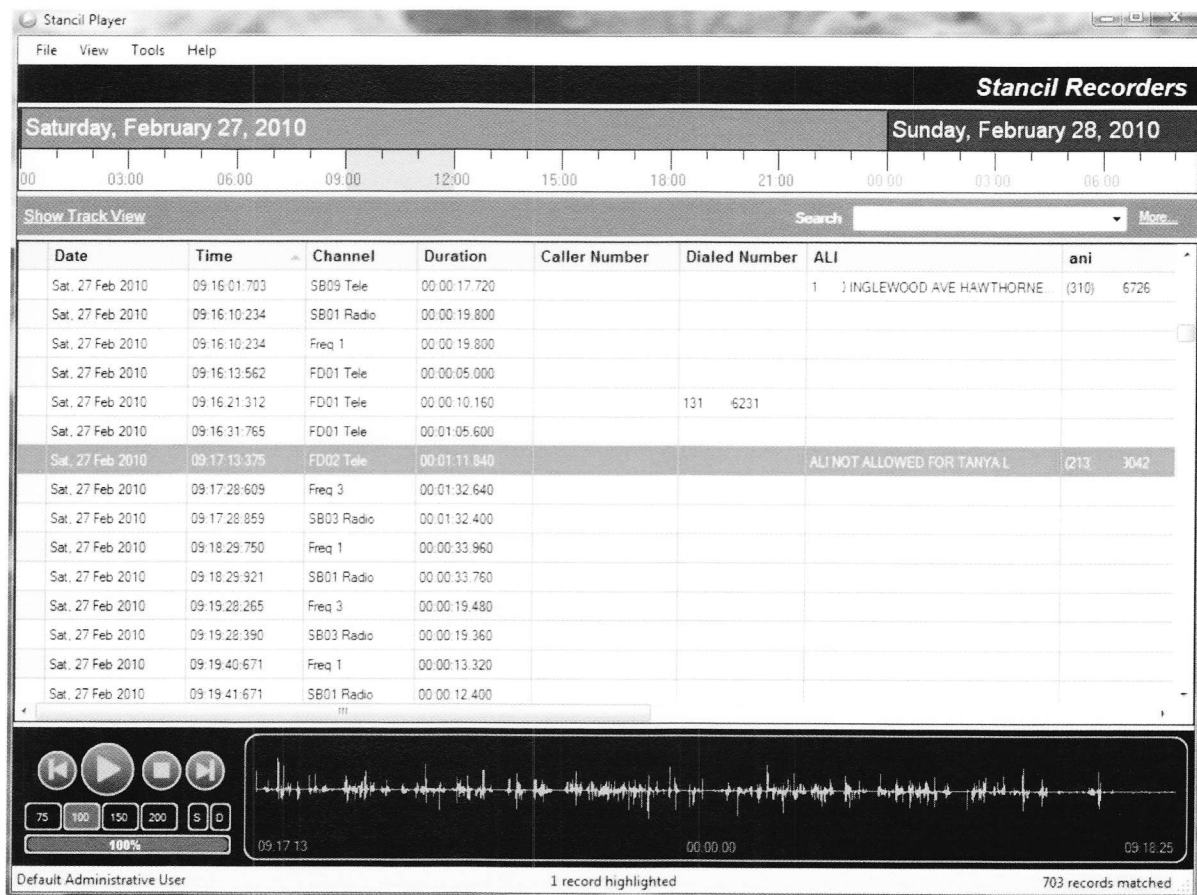
www.stancilcorp.com

phone: 714-546-2002
 fax: 714-546-2092
 info@stancilcorp.com

STANCIL®



SLR Player Included



Attachment: Quote from Stancil Corp. (2153 : Approval to purchase new recording system for PRCC)

Stancil Corporation
2644 S. Croddy Way
Santa Ana, CA 92704

www.stancilcorp.com

phone: 714-546-2002
fax: 714-546-2092
info@stancilcorp.com

STANCIL®



WEB Player Included

The Web Player allows the user to retrieve and play recordings using many of the

*popular web
browsers:*



Safari

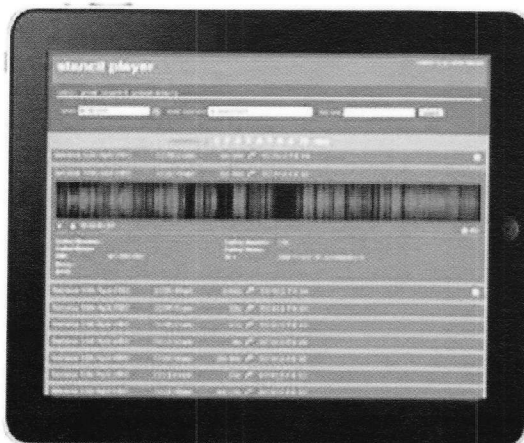
and



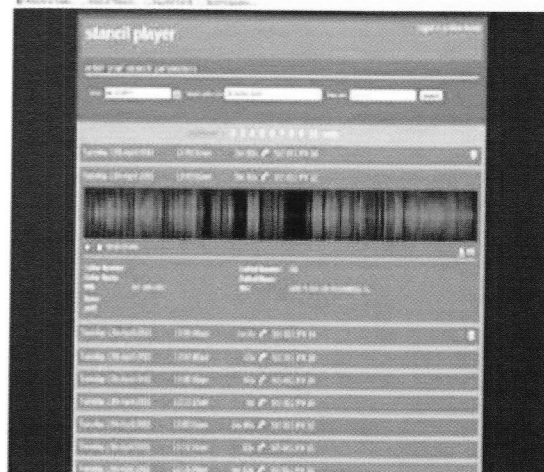
iExplorer

To access and review critical communications locally or remotely using their.....

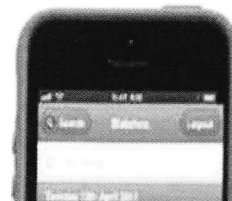
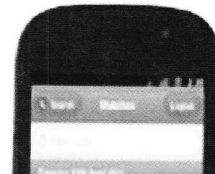
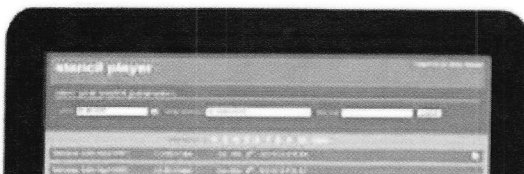
iPads



Workstations



Tablets, Smartphones and iPhones

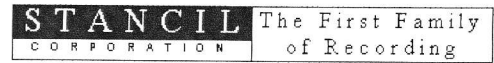


Stancil Corporation
2644 S. Croddy Way
Santa Ana, CA 92704

www.stancilcorp.com

phone: 714-546-2002
fax: 714-546-2092
info@stancilcorp.com

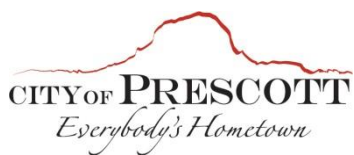
Stancil Corporation



Optional SLR Quality Assurance Skill Set Management Software

Part #	Description	Price
98300	Skill Set Management Software	\$6,000.00
98303	Tri Tech CAD Integration	\$6,000.00
94037	Screen Recorder 10 Seat License	\$6,240.00
	Sub-Total	\$18,240.00
	Less	4,896.00
	Total	\$13,344.00

Attachment: Quote from Stancil Corp. (2153 : Approval to purchase new recording system for PRCC)

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **9-11-18**

DEPARTMENT: **Public Works**

AGENDA ITEM: Adoption of City Ordinance No. 2018-1626, authorizing the purchase of real property from Dawn M. Finger, for the Sundog Trunk Main Phase C Project in the amount of \$6,965.00 (City Contract No. 2019-099). Funding is available from the Wastewater Fund.

FUNDING SOURCE: Wastewater Fund

Approved By: Michael Lamar, City Manager

Item Summary

Approval of this ordinance would authorize the purchase of real property from Dawn M. Finger for the Sundog Trunk Main Phase C Project.

Background

The Sundog Trunk Main Phase C Project will improve the City's wastewater system. As part of the project, the Engineering Firm has indicated a need to realign the sewer main across the southwest corner of Dawn Finger's property. The new sewer main location will impact the corner of the property to such an extent as to make it unusable by the property owner.

It has been determined by the engineer and staff, that the purchase of this portion of the parcel will be the best approach to construct this project, with the highest level of value to the City. This purchase will allow the project to be completed with the least amount of cost to the City and the least amount of disruption to the adjacent neighbors.

The City's standard purchase agreement was used for this purchase.

Financial Impact

The \$6,965.00 purchase price for the real property was determined by negotiations and property price comparisons. These funds are available in the Wastewater Fund.

Attachments

1. City Ordinance No. 2018-1626
2. Agreement for Sale of Real Property, City Contract No. 2019-099
3. Vicinity Map

AGENDA ITEM: Adoption of City Ordinance No. 2018-1626, authorizing the purchase of real property from Dawn M. Finger, for the Sundog Trunk Main Phase C Project in the amount of \$6,965.00 (City Contract No. 2019-099). Funding is available from the Wastewater Fund.

Recommended Action: MOVE to adopt City Ordinance No. 2018-1626.

ORDINANCE NO. 2018-1626

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF REAL PROPERTY FROM DAWN M. FINGER FOR CITY WASTEWATER UTILITY PURPOSES; AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASE.

RECITALS:

WHEREAS, the City Council has determined that certain real property is needed by the City for improvements to the City's wastewater utility infrastructure and the acquisition of this property will be in the best interest of the health, safety and welfare of the City of Prescott; and,

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

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 real property and agrees to purchase and accept said real property from Dawn M. Finger, pursuant to the terms and conditions as set forth in the City's Standard Purchase Agreement dated July 30, 2018, for the purchase price of \$6,965.00 plus closing costs.

SECTION 2. THAT upon payment of the foregoing sums, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing purchase, including the payment of closing and other costs associated with the purchase and recordation of the closing documents.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2018.

GREG L. MENGARELLI, Mayor

ATTEST:

APPROVED AS TO FORM:

MAUREEN SCOTT, City Clerk

JON M. PALADINI, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Maureen Scott, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2018-1626 is a true, correct and accurate copy of Ordinance No. 2018-1626, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2018, at which a quorum was present and, by a _____ vote, _____ voted in favor of said ordinance.

Given under my hand and sealed this _____ day of _____, 2018.

Seal

Attachment: City Ordinance No. 2018-1626 (2151 : Real property purchase from Dawn M. Finger)

When recorded, mail to:
 City of Prescott
 City Clerk
 201 S Cortez St
 Prescott, Az. 86303



CITY OF PRESCOTT
AGREEMENT FOR SALE OF REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, dated **July 30, 2018**, by and between **Dawn M. Finger**, (hereinafter referred to as the "Seller"), residing at 524 Dameron Drive, Prescott, AZ 86301 and the **CITY OF PRESCOTT**, an Arizona municipality (hereinafter referred to as "City").

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 City, and City agrees to purchase from Seller, the real property described in **Exhibit "A"** and depicted in **Exhibit "B"**, for the City's Sundog Phase C project.
- 2) The total purchase price for the acquisition is Six Thousand Nine Hundred Sixty Five and [no]/100 dollars (**\$6,965.00**), payable upon the close of escrow.
- 3) The Seller warrants that Seller is the owner of a good and fee simple title to the property herein sold, free and clear of all liens and encumbrances.
- 4) In order to effectuate the terms of this Agreement, Seller and City shall promptly execute and deliver any and all documents required by the Title/Escrow Company.
- 5) The closing of escrow shall be at a Title Company designated by the City not more than 60 days after approval of this Agreement by the Prescott City Council (the "Closing Date"). On the Closing Date, City shall make payment as provided in Section 2 of this Agreement to the Seller. The City shall pay all recording and transfer taxes and fees, and any and all closing costs not hereinbefore specified.
- 6) Parties agree that upon abandonment of the Sewer within the Sewer Easement recorded in Book 3058 O.R., Page 409 Yavapai County Recorder's Office, the City shall abandon the Sewer Easement recorded in Book 3058 O.R., Page 409 Yavapai County Recorder's Office.
- 7) City 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

Buyer _____

Seller DmF

Attachment: Agreement for Sale of Real Property, City Contract No. 2019-099 (2151 : Real property purchase from Dawn M. Finger)

- 7) Pursuant to A.R.S. §38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the 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 contract on behalf of the City from any other party to the contract, arising as a result of this contract.
- 8) This Agreement is subject to the approval by the Prescott City Council by an Ordinance authorizing the purchase of the real property contemplated herein.
- 9) All notices to City shall be sent to: City of Prescott, c/o City Clerk, 201 S Cortez St, Prescott, Arizona 86303, with a copy to the Director of Public Works, 433 N. Virginia St, Arizona 86301.
- 10) All notices to the Seller shall be sent to: 524 Dameron Drive, Prescott, AZ 86301.

DATED THIS 15 Day of August, 2018.

Seller:

DAWN M. FINGER

By: Dawn M. Finger

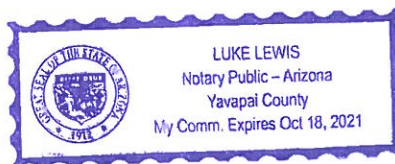
Printed Name Dawn M. Finger

State of Arizona)
) ss.
)

The foregoing instrument was acknowledged before me this 15 day of August, 2018, by Dawn M. Finger, 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 executes it.

[Seal]

Signature

My commission expires: Oct 18, 2021

Buyer _____

Seller DMF

Buyer:

CITY OF PRESCOTT, an Arizona municipality

By: _____
GREG MENGARELLI, Mayor

ATTEST:

MAUREEN SCOTT
City Clerk

APPROVED AS TO FORM:

JON M. PALADINI
City Attorney

Buyer _____

Seller DMF

EXHIBIT "A"

Legal Description

All that portion of land lying within that Certain Parcel as described in Book 4005 of Official Records, Page 486, on file at the Yavapai County Recorder's Office, Yavapai County, Arizona, being in Section 33, Township 14 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. more particularly described as follows:

BEGINNING at the southwest corner of said Certain Parcel;

Thence North 00° 27' 58" East, along the west line of said Certain Parcel, a distance of 30.14 feet;

Thence North 00° 11' 28" West, along the west line of said Certain Parcel a distance of 80.23 feet;

Thence South 49° 28' 54" East, a distance of 1.48 feet to a point on the southerly line of an existing sewer easement as described in Book 3058 of Official Records, Page 409, on file at the Yavapai County Recorder's Office, Yavapai County, Arizona;

Thence continuing South 49° 28' 54" East, along said southerly line, a distance of 169.75 feet to a point on the south line of said Certain Parcel;

Thence North 89° 36' 43" West, along said south line, a distance of 130.14 feet to the POINT OF BEGINNING

Containing 7,167.29 square feet or 0.16 acres, more or less.

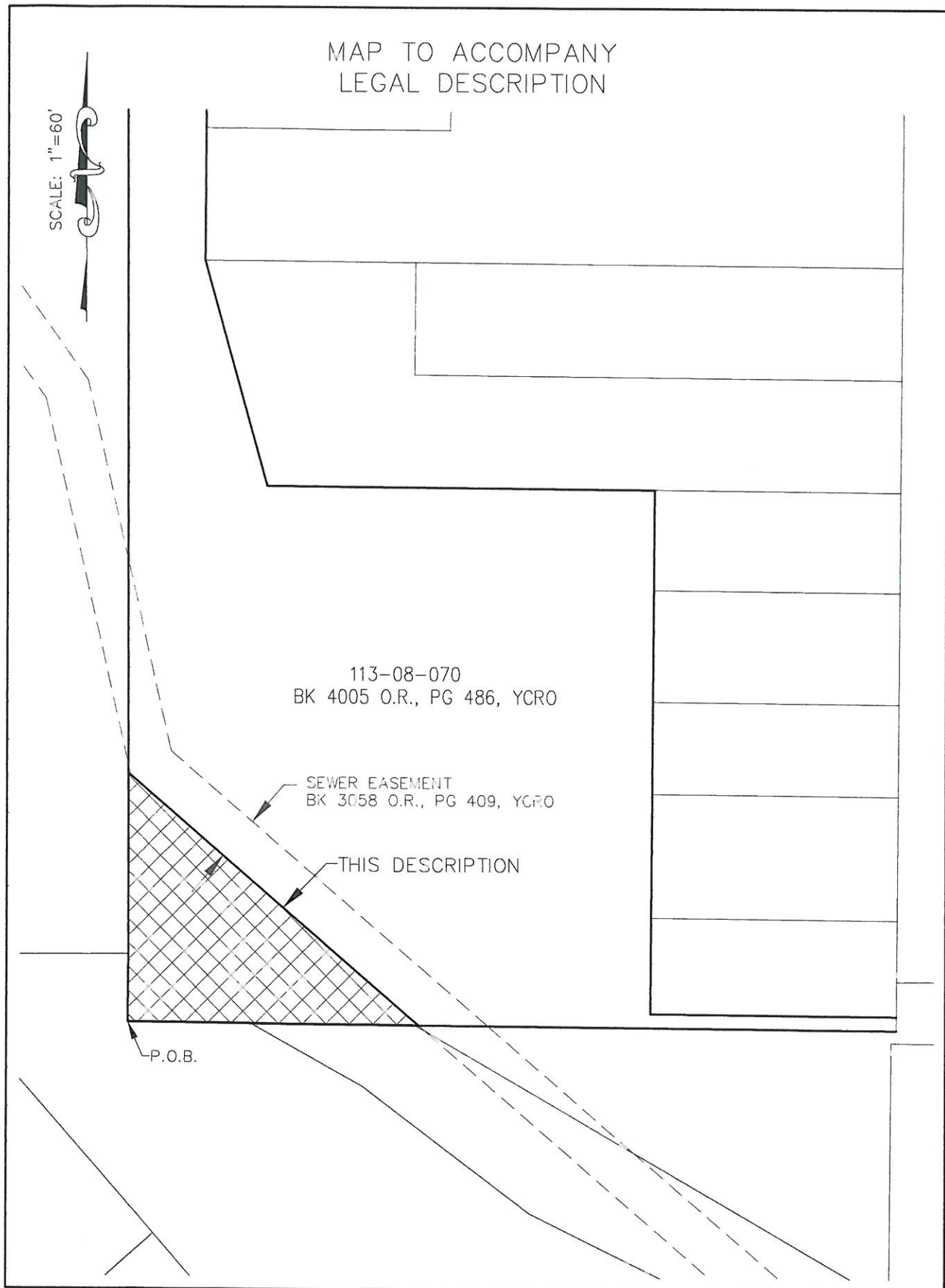
07/25/18
LE #274-37
274-37 Parcel.doc

JASON O'BRIEN, R.L.S.



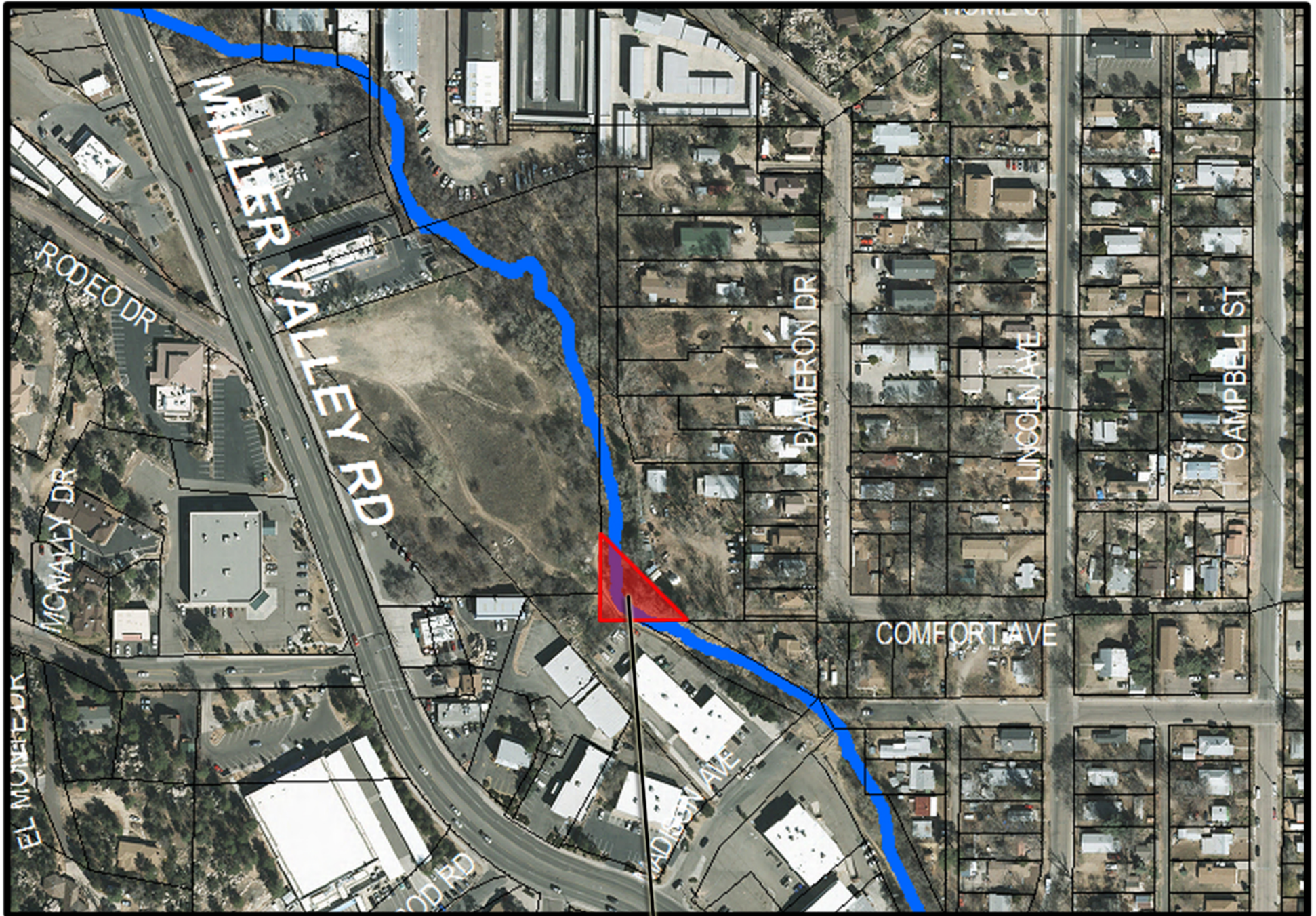
EXPIRES 6/30/19

EXHIBIT "B"



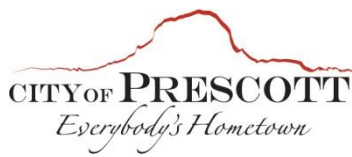
Vicinity Map

9.A.c



Subject Area

Attachment: Vicinity Map (2151 : Real property purchase from Dawn M. Finger)

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **9-11-18**

DEPARTMENT: **Community Development**

AGENDA ITEM: Adoption of Annexation and Rezoning Ordinances, and development agreement and General Plan Resolutions for Whispering Rock; Owner is Dr. Askari; APN: 106-02-009G, 106-02-003G, 106-02-004A and 106-02-003M; County zoning is R1L-35 residential.

Approved By: Michael Lamar, City Manager

Item Summary

The owner of properties along the east side of Willow Creek Road opposite Embry Riddle University has applied to annex into the City of Prescott, to rezone the properties to a commercial designation, and to create a commercial subdivision plat. The properties are depicted on Attachment 1 of this report. A public hearing was held August 28, 2018 and a signed annexation petition was received after the closure of the 30-day waiting period as required by Arizona Revised Statutes.

Background

The subject properties are currently designated R1L-35 under county zoning and will initially come into the City as SF-35 zoning. The proposal for annexation includes a rezoning to Business General (BG) to permit the development of a commercial subdivision with a large focus on medical related commercial uses.

The associated plat proposes to create a signalized intersection aligned with Haas Drive for full turning movements and a secondary access point approximately 300 feet south of the north property line that would have limited turning movements. The significant rock outcroppings at the east of the site will be protected and are intended to be designated as open space and donated to the City by the plat. The owner is working with the City Parks and Recreation Department to extend several existing City trails into and through the property. The project is anticipated to contain medical or related uses, including physical rehabilitation, therapy, residential care facilities and medical offices. The development plan is intended to also accommodate hotel, retail, restaurant, general office and medical uses, as the market will dictate.

The review of the plat is still underway, so this agenda item includes the resolution for the development agreement, the ordinance of annexation, the ordinance for rezoning to

AGENDA ITEM: Adoption of Annexation and Rezoning Ordinances, and development agreement and General Plan Resolutions for Whispering Rock; Owner is Dr. Askari; APN: 106-02-009G, 106-02-003G, 106-02-004A and 106-02-003M; County zoning is R1L-35 residential.

Business General (BG), and the resolution amending the General Plan Land Use Map. The preliminary plat will be placed on an agenda for Council action at a future date.

The proposed rezoning to a commercial designation will require a minor amendment to the adopted 2015 Prescott General Plan Land Use Map, which indicates the front (west) half of the site as commercial and the rear (east) half as residential. The development plans indicate various commercial uses for almost the entire site. The current General Plan designation is depicted on Attachment 2 of this report. The amendment would shift the commercial designation eastward approximately 1000 feet to align better with the proposed plat boundaries.

Planning and Zoning Commission voted unanimously in support of the proposed Annexation, rezoning, General Plan amendment, and preliminary plat on May 10, 2018.

Financial Impact

This is proposed to be a medical and associated use commercial development. The financial impacts are anticipated to be positive for the community.

Attachments

1. Aerial Map
2. Whispering Rock Annexation Ordinance No. 2018-1629
3. Whispering Rock Rezoning Ordinance No. 2018-1630
4. Whispering Rock Pre Annexation DA Resolution No. 2018-1653
5. Whispering Rock Minor Map Amendment Resolution No. 2018-1654
6. Whispering Rock Preannexation DA (8-15-18), City Contract No. 2019-101

Recommended Action: MOVE by separate actions:

- 1) Adopt Resolution No. 2018-1653 approving a development agreement;
- 2) Adopt Ordinance No. 2018-1629 annexing the Whispering Rock property;
- 3) Adopt Resolution No. 2018-1654 amending the General Plan Land Use Map;
- 4) Adopt Ordinance No. 2018-1630 amending the zoning to Business General.



BR

10.A.A

Whispering Rock Annexation Area

Haas Drive

Attachment: Aerial Map

Packet Pg. 85

ORDINANCE NO. 2018-1629

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF PRESCOTT BY ANNEXING APPROXIMATELY 79.60 ACRES OF RESIDENTIALLY ZONED LAND (R1L-35), GENERALLY LOCATED NEAR THE INTERSECTION OF HAAS BOULEVARD AND WILLOW CREEK ROAD IN YAVAPAI COUNTY, ARIZONA, INTO THE CITY OF PRESCOTT AND ASSIGNING A ZONING CLASSIFICATION THERETO.

RECITALS:

WHEREAS, a petition for annexation of approximately 79.60 acres of residentially zoned land (R1L-35) generally located near the intersection of Haas Boulevard and Willow Creek Road, legally described herein as Exhibit "A", has been presented in writing to the Mayor and Council of the City of Prescott; and

WHEREAS, the City Council of the City of Prescott has held a public hearing regarding said annexation; and

WHEREAS, the City Council of the City of Prescott has determined that it would be in the best interest of public necessity, interest, convenience or general welfare to annex this certain property; and

WHEREAS, the requirements of ARS Section 9-471 have been complied with.

ENACTMENTS:

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

SECTION 1. THAT the real property generally located near the intersection of Haas Boulevard and Willow Creek Road and more particularly described in the attached Exhibit "A", consisting of approximately 79.60 acres, shall be and is hereby annexed into the corporate limits of the City of Prescott.

SECTION 2. THAT the property described in Exhibit "A" shall be and is hereby assigned the Single-Family SF-35 zoning designation.

SECTION 3. THAT a copy of this Ordinance, together with an accurate map of the property hereby annexed, shall be forthwith filed and recorded in the Office of the Yavapai County Recorder.

PAGE 2

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of September, 2018.

GREG L. MENGARELLI, Mayor

ATTEST:

APPROVED AS TO FORM:

MAUREEN SCOTT, City Clerk

JON M. PALADINI, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Maureen Scott, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2018-1629 is a true, correct and accurate copy of Ordinance No. 2018-1629, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2018, at which a quorum was present and, by a _____ vote, _____ voted in favor of said ordinance.

Given under my hand and sealed this _____ day of _____, 2018.

Seal

ORDINANCE NO. 2018-1630

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED NEAR THE INTERSECTION OF HAAS BOULEVARD AND WILLOW CREEK ROAD FROM RESIDENTIAL SINGLE FAMILY (SF-35) ZONING DISTRICT TO BUSINESS GENERAL (BG) ZONING DISTRICT.

RECITALS:

WHEREAS, the owners of certain properties within the corporate limits of the City of Prescott have requested a rezoning of their property; and

WHEREAS, the Planning and Zoning Commission of the City of Prescott has held public hearings regarding said rezoning; and

WHEREAS, the City Council of the City of Prescott has determined that it would be in the best interest of public necessity, interest, convenience or general welfare to rezone certain property; and the rezoning is consistent with the General Plan; and

WHEREAS, the requirements of Section 9.15 of the City of Prescott *Land Development Code* have been complied with.

ENACTMENTS:

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

SECTION 1. THAT the parcel of land, further described in Exhibit "A", which is attached hereto and incorporated herein, consisting of approximately 79.60 acres, is hereby rezoned as follows: Single Family (SF-35) zoning district to Business General (BG) Zoning District.

SECTION 2. THAT the Mayor and Staff are hereby authorized to take all necessary steps to effectuate such rezoning.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this ____ day of September, 2018.

GREG L. MENGARELLI, Mayor

ATTEST:

APPROVED AS TO FORM:

MAUREEN SCOTT, City Clerk

JON M. PALADINI, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Maureen Scott, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2018-1630 is a true, correct and accurate copy of Ordinance No. 2018-1630, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2018, at which a quorum was present and, by a _____ vote, _____ voted in favor of said ordinance.

Given under my hand and sealed this _____ day of _____, 2018.

Seal

RESOLUTION NO. 2018-1653

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH HOJAT ASKARI, MD; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

RECITALS:

WHEREAS, property owner, Hojat Askari, MD ("Property Owner") owns that certain real property located on Willow Creek Road, Prescott, Yavapai County, Arizona, consisting of approximately 79.60 acres, legally described by Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Property Owner plans to develop the property as a commercial mixed use subdivision consisting of medical services, retail, restaurants, hospitality uses and limited residential uses with appurtenant amenities and services; and

WHEREAS, the City of Prescott ("City") desires to enter into a Pre-Annexation Development Agreement with the Property Owner to govern the entitlement and development of the Property in accordance with, the City's General Plan and Zoning Ordinance; and

WHEREAS, Arizona Revised Statutes §9-500.05, allows for the City and the Property Owner to enter into a Development Agreement in order to facilitate the development of the Property by providing for, among other things: (1) the permitted uses for the Property and the density and intensity of such uses; (2) the conditions, terms, and requirements for the construction, installation, and financing of infrastructure; and (3) other matters related to the development and operation of the Property; and

WHEREAS, the Parties acknowledge that the development and operation of the Property pursuant to this Agreement will result in significant planning and economic benefits to the City and its residents; and

WHEREAS, it is in the City's best interests to enter into a Development Agreement with the Property Owners.

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 entering into a Development Agreement (City Contract No. 2019-101) with Hojat Askari, MD.

Section 2. THAT the Mayor and staff are hereby authorized to execute the Development Agreement (City Contract No. 2019-101) with Hojat Askari, MD, and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this _____ day of _____, 2018.

GREG L. MENGARELLI, MAYOR

ATTEST:

APPROVED AS TO FORM:

MAUREEN SCOTT, City Clerk

JON M. PALADINI, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Maureen Scott, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2018-1653 is a true, correct and accurate copy of Resolution No. 2018-1653, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2018, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2018.

Seal

RESOLUTION NO. 2018-1654

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING THE MINOR AMENDMENT TO THE CITY OF PRESCOTT GENERAL PLAN FUTURE LAND USE MAP CHANGING THE EXISTING RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR PROPERTY GENERALLY LOCATED NEAR THE INTERSECTION OF HAAS BOULEVARD AND WILLOW CREEK ROAD; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

RECITALS:

WHEREAS, the owner of certain real property has filed an application with the City of Prescott (City) for approval of a Minor Amendment to the Future Land Use Map in the City's 2015 General Plan to change the existing residential designation to a commercial designation for property located near the intersection of Haas Boulevard and Willow Creek Road; and,

WHEREAS, the request was noticed pursuant to applicable State and Local law; and,

WHEREAS, the City's Planning and Zoning Commission conducted a Public Hearing on May 10, 2018, during which testimony was presented by City staff, the applicant and members of the public; and,

WHEREAS, subsequent to the public hearing and discussion, the City's Planning and Zoning Commission voted 7-0 to forward the Minor Map Amendment to the City Council with a favorable recommendation; and,

WHEREAS, at its regular meeting of September 11, 2018, the Prescott City Council confirmed the Planning and Zoning Commission's recommendation and approved the Minor Amendment to the Future Land Use Map in the City's 2015 General Plan changing the existing residential designation a commercial designation for the property located near the intersection of Haas Boulevard and Willow Creek Road.

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 the Minor Amendment to the Future Land Use Map in the City's 2015 General Plan changing the existing residential designation a commercial designation for property located near the intersection of Haas Boulevard and Willow Creek Road.

SECTION 2. THAT the Mayor and staff are hereby authorized to sign this Resolution and take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2018.

GREG L. MENGARELLI, Mayor

ATTEST:

APPROVED AS TO FORM:

MAUREEN SCOTT, City Clerk

JON M. PALADINI, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Maureen Scott, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2018-1654 is a true, correct and accurate copy of Resolution No. 2018-1654, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2018, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2018.

Seal

When Recorded, Return To:

City Clerk
 City of Prescott
 201 South Cortez Street
 Prescott, Arizona 86303



**WHISPERING ROCK
 PRE-ANNEXATION AND
 DEVELOPMENT AGREEMENT**

City Contract No. 2019-101

DATED _____, 2018

**BETWEEN THE CITY OF PRESCOTT
 AND
 HOJAT ASKARI, MD, ("OWNER")**

Attachment: Whispering Rock Preannexation DA (8-15-18), City Contract No. 2019-101 (2166 : Whispering Rock Annexation)

**WHISPERING ROCK
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
City Contract No. 2019-101**

1. **EFFECTIVE DATE.** The Effective Date of this Pre-Annexation and Development Agreement (“Agreement”) is _____, 2018.

2. **PARTIES.** The parties to this Agreement are:

City of Prescott, an Arizona municipal corporation
201 South Cortez Street
Prescott, Arizona 86301
(the “City”)

Hojat Askari, MD
3124 Willow Creek Road
Prescott, Arizona 86301

(“Owner”)

3. **BACKGROUND.** The following is the background to this Agreement:

(a) Owner owns that certain real property located in unincorporated Yavapai County known as Tax Assessor’s Parcel numbers 106-02-003G, 106-02-009G and 106-02-003M (“Askari Parcel”). Owner has the rights to acquire and intends to acquire from the Religious Science Church of Christ (“RSCC”) that certain real property located in unincorporated Yavapai County known as Tax Assessor’s Parcel number 106-02-004A (“RSCC Parcel”). The Askari Parcel and RSCC Parcel are collectively referred to herein as the “Property”.

(b) Owner is seeking annexation into the City and certain land use approvals for a mixed use development on the Property. The Property consists of approximately 79.60 acres generally located near the intersection of Haas Boulevard and Willow Creek Road in Yavapai County, Arizona, which Property is more particularly described in the attached Exhibit A and depicted in the attached Exhibit B (the “Site Plan”). The Property is located within the City’s municipal planning area boundary.

(b) The Property is currently zoned by Yavapai County as RL35 (Residential) and the City’s General Plan Land Use designations for the Property are Commercial and Residential. Owner and City understand that the intended development of the Property is as a mixed-use development as described in the Project Plan (as defined hereafter) and accepted by the City. For such mixed-use development, the desired and appropriate City General Plan Land Use

Designation for the Property is Commercial (the desired and appropriate General Plan Land Use designations are collectively referred to as the “Project Land Use Designation”). The desired and appropriate zoning district is Business General (the desired and appropriate zoning district is referred to as the “Project Zoning Designation”).

(c) Owner and the City desire that the Property be annexed into the corporate limits of the City and be developed as an integral part of the City. The City and Owner acknowledge the occurrence of mutual consideration in entering into this Agreement. A blank annexation petition has been filed with Yavapai County and meetings and hearings have been held in connection with the annexation of the Property to the City.

(d) On _____, Owner submitted for approval the following documents pertaining to the Property: Application for General Plan Minor Amendment to achieve the Project Land Use Designation; Application for Rezoning to achieve the Project Zoning Designation; Traffic Study and Transportation Plan showing that portion of the Property Owners agree to dedicate to the City at no cost to the City attached hereto as Exhibit C; Site Plan; Development Schedule described in Section 7 below; Water Service Agreement and Preliminary Subdivision Plat, which documents collectively constitute a Project Plan (the “Project Plan”) pursuant to the City of Prescott Land Development Code (the “LDC”).

(e) The City and Owner desire to enter into this Agreement pursuant to A.R.S. § 9-500.05 and the LDC to approve the Project Plan for the Property and in order to facilitate the annexation, municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property; (ii) conditions, terms, restrictions and requirements for the construction and installation of public services/ infrastructure improvements; (iii) the permitted uses for the Property; (iv) the density and intensity of such uses; and (v) other matters related to the development of the Property. ***This Agreement is consistent with the City’s General Plan.***

(f) The Project Plan is designed to establish proper and beneficial Property use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the Property in accordance with the Business General Zoning District and the City’s General Plan.

(g) The City and Owner acknowledge that the development of the Property pursuant to this Agreement and the Project Plan will: (i) encourage investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) require development of the Property to be consistent with the City’s General Plan, the LDC and the Project Plan; (iii) provide for the planning, design, engineering, construction,

acquisition, and/or installation of public infrastructure in order to support anticipated development of the Property; (iv) increase tax and other revenues to the City based on improvements to be constructed on the Property; (v) create employment through development of the Property consistent with this Agreement, the LDC and the Project Plan; and (vi) create limited quality housing and other uses for citizens of the City. The City and Owner acknowledges that the development of the Property pursuant to this Agreement, the LDC and the Project Plan will result in significant benefits to Owner by providing certainty in order to avoid the waste of resources, including present and future assurances to Owner that it will have the ability to have the Property developed in accordance with this Agreement, the LDC and the Project Plan.

(h) Among other things, development of the Property in accordance with this Agreement, the LDC and the Project Plan will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements (including public trails) that will support development of the Property.

4. **AGREEMENT.** For good and valuable consideration, including the benefits to the City and Owner as described above, the City and Owner agree as is more specifically set forth in this Agreement.

(a) Annexation Process.

(i) The City shall initiate proceedings to annex the Property into the City's municipal limits and to issue, for the Property, an annexation petition to Owner.

(ii) Concurrent with an annexation ordinance for the Property (the "Annexation Ordinance") being introduced by the City for consideration by its City Council, the City will also introduce for consideration by the City Council an ordinance for the City's proposed initial zoning classification for the Property (the "Equivalency Zoning Ordinance") (collectively, the "Annexation and Equivalency Ordinances"). The "Equivalency Ordinance" is also referred to as translational zoning and will be adopted pursuant to A.R.S. §9-471(L).

(b) Any time prior to the City Council's adoption of any Annexation Ordinance(s) covering the Property, Owner may withdraw the annexation petition(s) for the Annexation Property. In the event the City Council adopts the Annexation and Equivalency Ordinances and such Ordinances are not timely rescinded by the City Council or challenged by referendum, the Annexation and Equivalency Ordinances will become effective thirty (30) calendar days after being adopted by the City Council as outlined in A.R.S § 9-471. In the event (a) the Owner withdraws its annexation petition, and/or (b) the Annexation Ordinance or the Equivalency Zoning Ordinance are challenged by reconsideration or referendum, the City Council shall (by Motion for Reconsideration or other appropriate means) schedule, advertise and conduct a City Council hearing to rescind the Annexation and Equivalency Ordinances prior

to the effective date of the Annexation and Equivalency Ordinances; provided that in the case of (b) above (a challenge by reconsideration or referendum), nothing herein shall prohibit Owner and the City from mutually agreeing to jointly oppose any such challenge, but absent such mutual agreement, the City Council retains the discretion to move to rescind the Annexation and Equivalency Ordinances prior to the effective date of the Annexation and Equivalency Ordinances.

(c) The Parties agree that nothing in this Agreement shall require any of the Parties to proceed with a proposed annexation and/or development of the Property except as otherwise provided in this Agreement.

(d) The City, having followed the statutory requirements, has, concurrently with its approval of this Agreement, duly considered and approved the Owner's request for annexation of the Property into the City. As soon as reasonably possible after execution of this Agreement by the City and Owner, Owner shall deliver to the City an appropriate Petition for Annexation duly executed by all necessary property owners and satisfying the statutory requirements (the "Annexation Petition"). Upon receipt of the Annexation Petition, the City shall comply with the provisions of A.R.S. § 9-471 *et seq.* and, if determined to be in the best interest of the City, adopt the final ordinance annexing the Property into the corporate limits of the City. The City expressly acknowledges and agrees that the Annexation Petition and this Agreement will have been executed and delivered to the City contingent on the City's adoption of the ordinance described in the preceding sentence, including the rescission provisions. The City shall take all appropriate action to rescind this Agreement immediately if the City does not adopt the final ordinance annexing the Property into the corporate limits of the City immediately following approval of this Agreement. The City also expressly acknowledges that it is the intent of the parties to this Agreement that the annexation of the Property into the City be effective only after the passage of any referendum periods regarding this Agreement, the Project Land Use Designation, the Project Zoning Designation, and the Project Plan and provided this Agreement and such approvals have been lawfully placed in effect.

5. **PROJECT PLAN.** Owner has submitted the Project Plan and the City, concurrently with the execution and approval of this Agreement, have followed state law regarding notice and hearing requirements to process the Project Plan, the Project Land Use Designation and the Project Zoning Designation for development of the Property. The Project Plan is consistent with the City's General Plan and Zoning for the Property. The Project Plan contains the information required by the Laws and Regulations (as defined in this Agreement). Subject to the amendments and changes to the Laws and Regulations (as defined herein) pursuant to Section 6 of this Agreement, the Project Plan shall control if there is any inconsistency between this Agreement, the General Plan, the LDC, and the Project Plan. The types of uses together with the densities and intensities of such uses for the Property as shown in the Project Plan are hereby established and shall govern the development of the Property

notwithstanding the fact that the Zoning may allow a broader range of uses than the Project Plan. Owner acknowledges that the benefit to the City are the commercial, lodging and health care related uses proposed for the Property, and that the intent of the parties is that the residential uses set forth on the Project Plan are intended to be limited in density and scope to what is shown on the Project Plan. The City shall permit and Owner shall have the right to develop the Property consistent with this Agreement and the Project Plan, subject to the submission and approval of the any subdivision plats and compliance with the Laws and Regulations as defined in Section 6. The Property shall be planned and developed in consistent with the Site Plan and Development Schedule. The Site Plan designates certain portions of the Property are reserved for "Future Development". The City acknowledges that the development of the Property is being conducted in a fluid economic environment and that as such Owner must be able to react to changing market conditions and business developments. However, Owner acknowledges that the City desires only limited residential uses on the Property. Therefore, it is the intention of the parties that Owner be allowed to develop those portions of the Property designated as "Future Development" on the Site Plan for any commercial/non-residential uses consistent with the Project Land Designation and the Project Zoning Designation. Subject to the foregoing, the right to develop the Property as provided in the Project Plan is hereby vested and shall not be changed.

6. LAWS AND REGULATIONS. The Prescott City Code and LDC, as may be amended from time to time, shall govern the development of the Property pursuant to the Project Plan. The City must be able to regulate the planning and development of the Property and the construction and installation of improvements on the Property in order to serve the best interests of the City. Consequently, the City reserves the right to amend existing or to adopt new laws, rules, regulations and standards of development for the City, including resolutions, official policies and procedures, the LDC and the City Code (collectively, as amended or adopted from time to time, the "Laws and Regulations"), and subject to the provisions in Section 9 of this Agreement, the Laws and Regulations shall apply to the Property. Notwithstanding the provisions of Section 9 of this Agreement, future Laws and Regulations shall apply to the Property, regardless of the impact on the development of the Property, if such future Laws and Regulations are required or mandated by federal, state or county law or regulation; required or imposed by judicial or regulatory action, or necessary to alleviate or otherwise contain threats to public health or safety. Any change to the Laws and Regulations as allowed in this section shall not discriminate against Owners and the Property, and any change shall be uniformly applied to all Property at such time such Property is within the boundaries of City. Owners reserves its right to object to and redress the City as to any amendments or additions to the Laws and Regulations based upon applicable United States and Arizona statutory and case law. Concurrent with the zoning approval process, the City shall process Owner's preliminary plat for the Property so that the zoning and preliminary plat are approved simultaneously, or as closely thereto as is reasonably possible. As set forth herein, the City shall use

its best reasonable efforts to process all plans, permits and subdivision plats in accordance with the schedule and time frames set forth in the City's Land Development Code and applicable City policies and time frames applicable to similar developments. Owner shall use its best efforts to ensure quality and completeness of all submittals, in accordance with Laws and Regulations and submittal requirements, and shall exercise good faith reasonable efforts to ensure that all resubmittals address the City review comments and requirements, at the time of each resubmittal. Owner acknowledges that the lack of quality and completeness in its plans at the time of submittal and resubmittal may adversely impact the schedules as set forth in this Agreement.

7. **AGREEMENT TO PROVIDE WATER TO THE PROPERTY.** The City shall set aside from its Assured Water Supply portfolio and make available the quantities of potable water consistent with the terms of the Water Service Agreement attached hereto as Exhibit "C" ("Water Services Agreement") for the sole use of the Owner, its successors in interest and assigns, on the Property, subject to the terms of this Agreement. The City shall require municipal sewer service for the Property and Owner will connect to the City sanitary sewer system when required under the City Code. Allocation of potable City water to the Property shall become effective upon official annexation. Provided however, on the date that is 90 months after the effective date of the Water Service Agreement, Owner has not developed the Property so as to fully use the water reserved, allocated and approved hereunder, the City shall have the right to reclaim any unused water to City ownership (the "Development Schedule").

(a) Connection to City utilities shall be the responsibility of Owner, at Owner's sole expense, and shall be subject to all applicable federal, state and local codes, statutes, laws, rules, regulations, policies and fees in existence at time of connection.

(b) Each customer (the "Water Customer") to whom water service is provided shall be billed for such service as provided by the Prescott City Code; as such, the Water Customer shall timely pay all such billings.

(c) As development of the lands upon which said water is used proceeds, the Owner, its successors in interest and assigns, shall remit, and/or otherwise assure remittance of, to the City development impact fees which may be prescribed, and in the amounts specified by the Prescott City Code at such time of development, for each residential and nonresidential unit on the Property which receives water service, at the time construction permits are issued by the applicable governmental unit of jurisdiction.

(d) Design and construction of the City's public water system providing service to the Property shall be accomplished in compliance with all applicable codes, including those for fire protection.

(e) Upon annexation into the City of any lands for which water has been provided pursuant to this Agreement, any and all existing wells within the Property shall be abandoned according to the procedures set forth in the Arizona Department of Water Resources; and no new wells shall be permitted to be developed on such lands by the Owner or any other party.

8. **TRAFFIC SIGNAL.** The Owner shall improve, at its own expense, the intersection of Willow Creek Road and Haas Boulevard, including auxillary turn lanes, and traffic signal per the approved Traffic Study. The City shall reimburse the Owner for the traffic signal costs, which reimbursement shall not exceed the sum of \$200,000.00. The City shall operate and maintain the signal upon acceptance by the City of the improvements.

9. **TRAIL HEAD AND PARKING LOT.** Owner shall provide to the City by dedication on the final plat approximately ____ (____) acres to be used as a trail head parking lot for twenty (20) vehicles, including at least one ADA, van accessible parking space, as depicted on the Site Plan. Upon acceptance, the City shall assume responsibility for the construction of the parking facility and the maintenance of the parking lot. The trail head parking lot will be limited in use to the City's typical hours of operation for similar trail head parking lots currently existing and operated by the City.

10. **DEDICATION OF OPEN SPACE.** Owner shall provide to the City by dedication on the final plat, approximately 20 acres of land for use as a public Open Space as depicted on the Site Plan. Upon acceptance, the City shall assume responsibility for maintenance of such dedicated Open Space. The Open Space dedicated to the City hereunder shall be considered as part of Owner's open space requirements for the development of the Property under the Laws and Regulations. The dedicated open space will be limited in use to the City's typical hours of operation for similar open space park uses currently existing and operated by the City.

11. **ROADWAYS.** The City shall approve, in accordance with applicable City road design standards, the designation of roadways, as depicted on the Site Plan (the "Roadways"). Owner shall construct the Roadways to City standards. The Roadways shall be dedicated to the City on the final plat. Upon completion of the Roadways and acceptance by the City, the City shall assume the responsibility for the maintenance of the Roadways except as follows.

(a) Owner shall arrange for the installation of the landscaping within the road rights-of-way as part of construction of the Roadways according the subdivision plat and site plans. Landscaping must be low-water use and must meet all requirements of the Prescott Active Management Area and the Governing Requirements.

(b) Owner may design and install in Roadways, specialty poles for traffic control and street name signs, specialty street and sidewalk lighting, specialty street signage, and specialty paving materials (“**Specialty Features and Materials**”). At the subdivision plat or site plan stage of the planning process, the Owner and the City will enter into one or more maintenance agreements concerning the Specialty Features and Materials. Each such maintenance agreement shall contain provisions for the Owner to provide the City with (i) extra quantities of Specialty Features and Materials, in amounts as determined by the City’s Traffic Engineer, in his or her sole discretion, for use in City maintenance, repair and replacement on the public streets, and (ii) funds, on an annual basis, to offset the City’s costs to perform maintenance or repair the Specialty Features and Materials in the public streets. Each such maintenance agreement shall provide for annual adjustments of the funds provided for the City’s costs to maintain, repair, and replace the Specialty Features and Materials in the public streets. An Owner may assign its rights and obligations under this subsection to an owner association; provided, however, that such assignment shall be accompanied by conclusive evidence of such association’s irrevocable commitment to perform an Owner’s obligations hereunder.

12. **SEWER FACILITIES.** Owner reserves the right, at Owner’s discretion, and the City shall approve installation of a privately operated and maintained low pressure, force main sewer system, for development of some of the Property, when gravity sewer is not feasible. Any LPS shall be built in accordance with Land Development Code, General Engineering Standards and City Code.

13. **DRY UTILITIES.** Owner shall be responsible for installation of all onsite dry utilities (i.e., natural gas, electric, cable, telephone, etc.), as Owner deems necessary.

14. **OFFSITE INFRASTRUCTURE.** Construction of offsite infrastructure (eg. Curb, gutter, sidewalk) shall be the responsibility of the Owner, per City Code, Title 14 except as provided below.

15. **OWNER CONSTRUCTION OF OFFSITE UTILITIES.** In connection with its development of the Property, Owner shall construct or install or cause to be constructed or installed, to the City standards, certain offsite utilities improvements (collectively, the “Public Improvements”), needed to serve the development or as set forth in this Section, except as provided below. The City shall reimburse the Owner for the construction costs of upsizing the existing water main to the property. The upsizing will consist of replacement of approximately 790’ of water main from the transmission main in Embry Riddle Aeronautical University to Willow Creek Road.

16. **MAINTENANCE OF PUBLIC IMPROVEMENTS.** Upon acceptance, the City shall assume responsibility for maintenance of the Public Improvements

described herein which are located within the City's jurisdictional limits. All warranties applicable to the construction shall inure to the benefit of the City.

17. **SEWER SERVICE.** The City shall provide sewer service to support Owner's development of the Property as generally depicted on the Site Plan, and more specifically to serve the demand associated with the approved preliminary plat, to which Owner may connect, at the Property boundary.

18. **WATER SERVICE.** The City shall provide water service to support Owner's development of the Property as generally depicted on the Site Plan, and more specifically to serve the demand associated with the approved preliminary plat, to which Owner may connect, at the Property boundary, to include upsizing and looping of certain water lines at or near the Property boundary to a size suitable to serve the development.

19. **MUNICIPAL SERVICES.** Subject to the terms of this Agreement and installation of necessary infrastructure on annexation, the City shall include the Property in any and all applicable service areas and shall provide the Property with police and fire protection services, refuse collection service, and all other services provided by the City, in a manner comparable to those services provided to all landowners and occupants of the City.

20. **DEVELOPMENT TIMING.** Subject to Laws and Regulations and the Development Schedule set forth in Section 7 above, Owner shall have the right to develop the Property in such order and at such rate and at such times as Owner deems appropriate within the exercise of Owner's subjective business judgment.

20. **INFRASTRUCTURE.**

(a) The parties acknowledge that one purpose of this Agreement is to provide for the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements as set forth in the Project. The construction and installation of the water and wastewater facilities, public streets and trails, curbs, gutters, sidewalks and traffic control, directional signs and other public services/infrastructure on or off the Property as required by the Project Plan and the Laws and Regulations (collectively, the "Infrastructure") shall be subject to and in compliance with the Laws and Regulations. Owners shall cause all of the Infrastructure required by the Project Plan to be constructed and installed at no cost to the City except as provided in this Agreement. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the City in connection with the Project Plan or each Phase.

(b) As part of the subdivision plat, Owners shall at no cost to the City, dedicate the Infrastructure as required by the City to be dedicated to the City (including that portion of the Property to be dedicated to the City for Willow Creek Road), together with rights-of-ways or necessary public easements for the construction,

installation, operation and maintenance of the Infrastructure as required by the City, which rights-of-ways or easements may be located adjacent to or in other public and private rights-of-ways or easements. The City shall promptly thereafter accept such dedication of Infrastructure and shall, at its own cost, maintain, repair and operate such Infrastructure in accordance with reasonable and customary municipal management and operational standards.

(c) If and to the extent the City requires Owners to plan, design, engineer, construct, acquire, install, or otherwise provide services and Infrastructure that exceed the capacity required to serve the development within the Property, and such services and Infrastructure are not subject to a development fee reimbursement agreement or other similar mechanism whereby Owners will be repaid Owners' additional cost incurred directly related to the over sizing to plan, design, engineer, construct, acquire, install or otherwise provide such services and infrastructure, Owners shall be entitled to be reimbursed in whole, and shall be entitled to receive satisfactory financial assurances of payment prior to the commencement of construction of such services and Infrastructure, for all costs attributable to such over-sizing, including a reasonable allowance for a proportionate share of the costs of any additional Property needed to accommodate such over-sized services and Infrastructure.

21. DEVELOPMENT IMPACT FEES. As the building permits are issued for development of the Property, Owner shall pay to the City Development Impact Fees as are authorized and imposed by the City from time to time pursuant to A.R.S. §9-463.05 and Prescott City Code Chapters 2-1 and 3-14, ("Development Fees") or such other similar authority allowed by State law.

22. RESTRICTIONS. Provided that Owner has met the requirements set forth in Section 5 of this Agreement, the City shall not (i) impose a moratorium, as that term is defined in A.R.S. §9-463.06; (ii) enforce any Laws or Regulations that directly impose material limitations on the rate, timing or sequencing of development on the Property, or (iii) impose any Laws or Regulations which are for antigrowth purposes or, as applied to the Property, significantly and materially frustrate the density of uses contemplated by the Project Plan for such particular development (collectively, the "Limitations"). This prohibition shall not apply to the extent that Limitation may be (a) required or mandated by county, state or federal laws; (b) required or imposed by judicial or regulatory action; or (c) necessary to alleviate or otherwise contain threats to public health or safety. Unless the City imposes or enforces Limitations as permitted in this section and subject to all Laws and Regulations, Owner shall be allowed to apply for and receive approvals from the City for development on the Property that is consistent with this Agreement and the Project Plan.

23. COMPLIANCE WITH LAWS AND REGULATIONS. The City hereby represents that, after diligent review, to the best of its knowledge, information and belief, this Agreement is not inconsistent with or prohibited by any Laws and Regulations. The City and Owner hereby represent, each to the

other, that to the best of their knowledge, information and belief they have not received nor are they aware of any action which would result in a notice from any federal, state or county agency, that in any way would impair the City's or Owner's ability to fulfill its obligations under this Agreement.

24. COVENANTS, CONDITIONS AND RESTRICTIONS. Owner shall have the right to record a declaration of covenants, conditions and restrictions ("CC&Rs") for the development to govern the private development and use of the Property. The CC&Rs shall be consistent with this Agreement and the Project Plan and all Laws and Regulations.

25. MAINTENANCE OF LANDSCAPING IMPROVEMENTS. Owner shall be responsible for maintaining any landscaping and drainage improvements serving the Property and landscaping irrigation systems that are included in the rights-of-way after completion and will pay for all water used in connection therewith. Prior to undertaking any such maintenance or repair work, Owner and/or its successor owners or lessees, as applicable, shall enter into a maintenance agreement with the City in a form to be provided by the City. Any landscaping in the rights-of-way shall comply with the LDC low water plant use guidelines.

26. PROPOSITION 207 WAIVER. On or before the Annexation and Equivalency Ordinances are placed on the City Council's agenda for introduction and tentative approval, Owner shall provide to the City a completed "Proposition 207 Waiver" applicable to the Annexation and Equivalency Ordinances in form acceptable to the City Attorney. Owner shall also provide to the City a separate completed Proposition 207 Waiver form acceptable to the City Attorney. In the event the Annexation and Equivalency Ordinances and/or the GPA and Rezoning Ordinances are not approved, or are rescinded, repealed or otherwise of no effect, the parties shall take such steps as are required to release or rescind any applicable Proposition 207 Waiver. However, such release or rescission shall not apply to the annexation, development agreement and equivalency processes undertaken pursuant to this Agreement.

27. NOTICES. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, as of the third business day after mailing by United States mail, postage prepaid, return receipt requested, or upon the next business day if delivered by Federal Express or similar overnight delivery system, addressed as follows:

IF TO THE CITY:
Community Development Director
City of Prescott
201 South Cortez Street
Prescott, Arizona 86303

WITH A COPY TO:

City Attorney
 City of Prescott
 221 South Cortez Street
 Prescott, Arizona 86303

IF TO OWNER:

3124 Willow Creek Road
 Prescott, Arizona 86301
 Attn: Hojat Askari, M.D.

WITH A COPY TO:

Michael J. Montgomery, Esq.
 Michael J. Montgomery, P.C.
 29220 N. 156th Street
 Scottsdale, Arizona 85262

The address to which any notice, demand or other writing may be given, made or sent to any party may be changed by written notice as above provided.

28. DEFAULTS AND REMEDIES. In the event a default should occur under any of the obligations of the City or Owners as provided in this Agreement, each party shall be entitled to exercise such rights or remedies as may be available pursuant to the terms of such document, at law or in equity, including without limitation specific performance, except as such document may specifically limit such remedies. Notwithstanding the foregoing, each party waives any claim such party may have for incidental or consequential damages arising out of a failure of performance of the other party under this Agreement.

29. ASSIGNMENT AND ASSUMPTION. The Owner shall have the right to sell, assign or transfer this Agreement with all its rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Owner shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Property, at least 30 days in advance of such action. Owner shall ensure that buyer is knowledgeable and agrees to all terms of this Agreement which buyer shall be assuming. Owner, and any subsequent owner of all or any portion of the Property, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein. If a portion of the Property has been sold, acquired or assigned pursuant to the provisions of this Agreement, then any default pertaining solely to any such separately sold, acquired or assigned portion shall not operate to terminate or otherwise affect the other portions of the Property. However, nothing in this provision shall be interpreted to relieve or eliminate any of the required obligations of the development or Owner as set forth herein and Owner and any successors in interest agree to insure that any such separately sold, acquired or

assigned portion assumes any required obligations pertaining to such portion of the Property, and that no assignment, sale, or acquisition shall take place that would adversely impact the obligations required of Owner herein.

30. INSTITUTION OF LEGAL ACTIONS; GOVERNING LAW. Any legal actions instituted pursuant to this Agreement must be filed in the county of Yavapai, State of Arizona. The laws of the State of Arizona will govern the interpretation and enforcement of this Agreement.

31. WAIVER OF RIGHT TO TRIAL BY JURY. 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 any such litigation to the Court (bench trial) and that the parties agree that this Agreement shall be deemed to have been created in Yavapai County, Arizona, and to be subject to the jurisdiction of the Yavapai County Superior Court, and that any claims to alternative jurisdiction based on diversity of citizenship, corporate location, etc. are waived by the Parties pursuant to this Agreement.

32. ACCEPTANCE OF LEGAL PROCESS. If any legal action is commenced by Owner against the City, service of process on the City will be made by personal service upon the City Clerk of the City of Prescott, or in such other manner as may be provided by law. If any legal action is commenced by the City against Owner, service of process will be made by personal service or in such other manner as may be provided by law, whether made within or without the State of Arizona.

32. TIME. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

33. FURTHER ACTS. Owner and the City shall promptly and expeditiously 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.

34. TIME OF ESSENCE. Time is of the essence in implementing the terms of this Agreement.

35. SUCCESSORS. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the City and Owner pursuant to A.R.S. §9-500.05(D), provided, however, Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof. Upon transfer of the Property or any portion thereof by Owner, the new owner shall automatically become the Owner hereunder with respect to the Property or portion thereof so transferred, and the

Owner shall be released from this Agreement as it applies to that portion of the Property that has been transferred.

36. CHALLENGES TO THIS AGREEMENT. In the event that this Agreement or any approvals given by the City related to this Agreement are ever challenged, Owner reserves the right to intervene in such action at Owner's sole cost and expense.

37. RIGHTS AND REMEDIES ARE CUMULATIVE. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting party.

38. CONFLICT OF INTERESTS. No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

39. WARRANTY AGAINST PAYMENT. Owner warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys and any licensed real estate broker retained by Owner.

40. NO LIABILITY OF OFFICIALS, PARTNERS AND EMPLOYEES. No member, official or employee of the City will be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Owner or successor, or on any obligation under the terms of this Agreement.

41. NO WAIVER. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nothing herein shall constitute a waiver of the City's police powers or amount to an unlawful delegation of governmental authority by the City.

42. SEVERABILITY. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable

to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

43. **CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

44. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including the recitals appearing at the beginning of this Agreement, including 18 pages of text, the below-listed exhibits that are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A - Legal Description of Property

Exhibit B - Site Plan

Exhibit C – Water Services Agreement

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

45. **NO AGENCY CREATED.** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and Owner. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization or corporation not a party hereto, and no other person, firm, organization or corporation may have any right or cause of action hereunder.

46. **GOVERNING STATUTES.** References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.

47. **MODIFICATION AND WAIVER.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

48. **OWNERS' AUTHORITY.** Owners warrant and represents that it is a duly organized and validly existing limited liability company formed under the laws of the State of Arizona and authorized to transact business in the State of Arizona. The entry by Owners into the transaction contemplated by this Agreement and the performance by Owners of all of its obligations in connection herewith have been duly and validly authorized by all necessary action(s), are in accordance with applicable law and are not in violation of Owners' Operating Agreement, Articles of Incorporation or Bylaws, as the case may be. This Agreement and all additional documents delivered in connection with this

Agreement have been duly and validly executed and delivered by Owners and constitute the legal, valid and binding obligations of Owners.

49. **INDEMNITY.** Each of the parties shall indemnify, protect, defend and hold harmless the other from and against any and all claims, costs, damages and liabilities (including attorneys' fees and costs) arising from any breach by such party of any of the representations and warranties contained herein.

50. **WAIVER OF 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 attorneys' fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law.

51. **JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

52. **BINDING AGREEMENT.** Subject to any limitation on assignment elsewhere set forth herein, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

53. **COVENANTS RUNNING WITH THE LAND.** The conditions and covenants set forth in this Agreement and incorporated herein by the exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties. The Owner and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a Party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it.

///

///

///

///

///

Its: _____

STATE OF ARIZONA)
) ss.
County of Yavapai)

This instrument was acknowledged before me this _____ day
of _____, 2018 by

_____,
_____.

11. 5. 11.

Notary Public

My Commission Expires:

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Attachment: Whispering Rock Preannexation DA (8-15-18), City Contract No. 2019-101 (2166 : Whispering Rock Annexation)

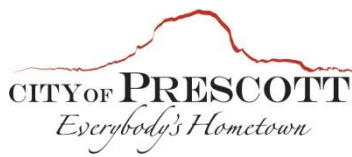
EXHIBIT B

SITE PLAN

Attachment: Whispering Rock Preannexation DA (8-15-18), City Contract No. 2019-101 (2166 : Whispering Rock Annexation)

EXHIBIT C**WATER SERVICES AGREEMENT**

Attachment: Whispering Rock Preannexation DA (8-15-18), City Contract No. 2019-101 (2166 : Whispering Rock Annexation)

**COUNCIL AGENDA MEMO****MEETING DATE/TYPE: VOTING MEETING 9-11-18****DEPARTMENT: Airport**

AGENDA ITEM: Approve Authorization of Services No. 01 and payment not to exceed \$249,672.33, to Dibble Engineering, pursuant to City of Prescott Contract No. 2019-069, for New Terminal Schematic (30%) Design for Prescott Regional Airport

FUNDING SOURCE: Airport Fund

Approved By: Michael Lamar, City Manager

Item Summary

This project includes design services for a new passenger terminal at Prescott Regional Airport – Ernest A. Love Field (PRC). The 30% design phase services will be performed by Dibble Engineering, in conjunction with several local firms including: Civiltec Engineering, Engineering & Testing Consultants Inc., and Architect Michael Taylor. The cost of this project (referred to as Phase 1: 30% Schematic Design Services) will not exceed \$249,672.33 and is an authorized service included in City Contract No. 2019-069.

It is the recommendation of City and Airport staff to approve this design project in a timely manner to ensure that the Airport Sponsor is in the best position to receive future Federal and State grants for new terminal construction.

Background

Prescott Regional Airport – Ernest A. Love Field is in need of a new airport terminal, for a number of reasons, including lack of passenger queuing space, lack of airline operating space, lack of security processing space (preventing integration of new security technology), lack of landside facilities, as well as antiquated and/or undersized utilities. In addition, portions of the existing terminal complex are situated within current and future protected airspace and airport areas, and must be mitigated.

Recently, the Prescott City Council approved the selection of Dibble Engineering for a five-year on-call Professional Services Agreement that included both engineering and design services for Prescott Regional Airport. This contract, 2019-069, is presented as Attachment 1 to this memo.

Dibble Engineering is being asked to initiate a phased approach in the design of the new terminal at Prescott Regional Airport. Dibble Engineering, in partnership with DWL

AGENDA ITEM: Approve Authorization of Services No. 01 and payment not to exceed \$249,672.33, to Dibble Engineering, pursuant to City of Prescott Contract No. 2019-069, for New Terminal Schematic (30%) Design for Prescott Regional Airport

Architects, is being asked to complete **Phase 1: 30% Schematic Design Services** in order to establish the basis of design for the proposed Passenger Terminal Building. All work in Phase 1: 30% Schematic Design Services are expected to be completed by December 31, 2018.

Following completion of Phase 1: 30% Schematic Design Services and acceptance of the results and recommendations, a subsequent scope of services and fee for Phase 2: Final Design Services will be needed to produce the final designs, plans, specifications, quantities, and estimates for the Passenger Terminal Building Construction project. Initial terminal size and facility components for a new terminal have been scoped on the 2015 *Terminal Building Siting Assessment* and have been further refined in 2018 by the Airport and the Consultant.

Authorization of Service No. 1 under City of Prescott Contract 2019-069 describes the scope of work for Phase 1: 30% Schematic Design Services for the new Passenger Terminal Building. The project will evaluate a short- term facility of 16,808 square foot building, and a long- term facility of 33,093 square foot building; along with associated supporting facilities including site grading and drainage, utilities, terminal access roadways and vehicle parking, and passenger aircraft parking apron adjacent to the proposed terminal. The proposed new Terminal Area is shown in Figure 1 of Dibble Engineering's Proposal for Authorization of Services (Attachment 2 to this memo).

This project will include a visioning session, outreach to stakeholders, development of up to three site and building options for review, and coordination meetings necessary to reach consensus on the final Passenger Terminal building concept. The project will also include the necessary data collection to assist the City and PRC in making an informed decision about the final preliminary building design and associated infrastructure. It will also culminate in schematic design plans, recommended construction phasing, and cost estimates for the proposed short- term Terminal and associated site improvements.

Completion of schematic design will be prepared only for the short- term facility. However, the required layout, sizing, orientation, and supporting infrastructure for the long- term facility will also be assessed to ensure that the short- term design will not preclude efficient expansion in the future.

With the approval of this project, local engineering firms are anticipated to benefit in the amount of approximately 11.4% of the project. Furthermore, this project will also provide a benefit to Disadvantaged Business Enterprise groups in the amount of approximately 5.3%.

Financial Impact

Payments to Dibble Engineering for Phase 1: 30% Schematic Design Services will not exceed \$249,672.33. As notated in the proposal for Authorization of Services No. 1 (Attachment No. 2 to this Council Memo), the initial payment for 30% design does not equate to 30% of total design cost. The total cost of design (phases 1 and 2) is anticipated to be \$550,000.00.

AGENDA ITEM: Approve Authorization of Services No. 01 and payment not to exceed \$249,672.33, to Dibble Engineering, pursuant to City of Prescott Contract No. 2019-069, for New Terminal Schematic (30%) Design for Prescott Regional Airport

The total anticipated design cost will be contingent upon the Construction Procurement method selected at the conclusion of Phase 1: 30% Schematic Design Services. Dibble Engineering is reasonably confident that the total design fee will be approximately \$550,000.00 presuming a traditional Design-Bid-Build approach. If the project delivery method selected by the City and FAA is Construction Management At Risk (CMAR), the total design fee to complete the project would likely increase due to the required higher level of effort and additional tasks.

Previously, the Council approved a design fee of \$450,000.00 in the FY 2019 capital budget, contributed to the Airport Fund from the General Fund. Additional funds needed to complete the design (an additional 100,000.00 over the two phases of the design) will be available by reducing the amount allocated to the previously approved T-shade relocation project.

While the City is performing terminal design at risk at this time, the FAA has indicated that this cost will be eligible for reimbursement at time terminal construction is approved. Ultimately, the FAA Design costs, as well as Airport staff time, are reimbursable expenses allowed within approved Federal and State grants.

Attachments

1. PSA (City Contract No. 2019-069) with Dibble Engineering for Design & Consulting Services for FY2019-2023
2. PRC New Terminal 30% Design Proposal

Recommended Action: **MOVE** to approve Authorization of Services No. 01 and payment not to exceed \$249,672.33, to Dibble Engineering, pursuant to City of Prescott Contract No. 2019-069, for New Terminal Schematic (30%) Design for Prescott Regional Airport.



City Contract No. 2019-069

Professional Services Agreement
Design & Engineering Services
For Fiscal Years 2019-2023

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

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

WHEREAS, the City has solicited Requests for Qualifications in accordance with local and State Law; and

WHEREAS, Dibble & Associates Consulting Engineers, Inc, *dba* DIBBLE ENGINEERING (hereinafter referred to as "Consultant"), has expertise in Airport Design and Engineering Services.

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

1. That Consultant shall provide those services to the City in relation to the Design and Engineering Services for Fiscal Years 2019-2023 on an as-needed basis, as indicated in Exhibit "A" (General Scope of Services) at the Prescott Municipal Airport, and as requested by the City of Prescott Airport Staff.
2. In addition to those services identified in Paragraph 1 above, the Consultant shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Consultant shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.

4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Consultant's project schedule identified in the attached Exhibit "A".
5. The term of this Agreement shall be for the three-year period of September 1, 2018 through August 31, 2021. The Agreement may be extended for up to two (2) additional years (in 1-year increments) at the sole discretion of the City through August 31, 2023. Extensions shall be made administratively, without the need for additional City Council action.
6. Notwithstanding the foregoing, this Agreement may be terminated by both parties upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Consultant shall be paid for authorized services satisfactorily performed to the date of the Consultant's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A", Exhibit "B", and Exhibit "C" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a 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.
9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Prescott Municipal Airport Director City of Prescott 6546 Crystal Lane Prescott, AZ 86301	Dibble Engineering 7878 North 16 th St, Suite 300 Phoenix, AZ 85020
--	--
10. It is expressly agreed and understood by and between the parties that the Consultant is an independent Consultant, and, as such, Consultant shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent Consultant, Consultant further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent Consultant, Consultant further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or

privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

11. This Agreement is non-assignable by the Consultant unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Consultant a total sum in accordance with the individual Authorization for Services prepared for each individual project for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibits "A" and "B".

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

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

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

(E) The Consultant shall bill the City monthly for the fee due the Consultant, based upon the percentage of the fee corresponding to the percentage of the Consultant's Services during the billing period for work completed for each itemized task pursuant to this Agreement and Exhibits "A" and "B" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.
13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. All work products of the Consultant for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.

22. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Airport Director. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

(B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document.

(C) In giving instructions, the Airport Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Airport Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

(D) Payment for any change ordered by the Airport Director which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.

(E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the Airport Director, which shall be written so as to indicate acceptance on the part of the Consultant as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Consultant to proceed with the items in question to be reimbursed pursuant to the unit prices in the Consultant fee proposal.

(F) If the Consultant claims that any instructions involve extra cost under this Contract, it shall give the Airport Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Consultant shall do such extra work therefor upon receipt of an accepted Contract Amendment or other written order of the Airport Director and in the absence of such Contract Amendment or other written order of the Airport Director, the Consultant shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Airport Director to proceed with the work. All Contract Amendments must be approved by the Airport Director. Contract Amendments over \$10,000.00 must be approved by City Council; Contract Amendments under \$10,000.00 may be approved administratively by the City.

23. (A) The Consultant 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 Consultant.”

2) Professional Liability (Errors and Omissions Liability)

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

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant 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

(B) City and Consultant 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 Consultant 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: Consultant shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

24. The Consultant, 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-Consultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

25. Consultant Immigration Warranty

Consultant 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 Consultant 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, Consultant hereby warrants to the City that the Consultant 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 "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Contract and shall subject the Consultant 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 Consultant or Sub-contractors employee who works on this Contract to ensure that the Consultant or Sub-contractor is complying with the Consultant Immigration Warranty. Consultant 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 Consultant and any of sub-contractors to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the City in regard to any random verification performed.

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

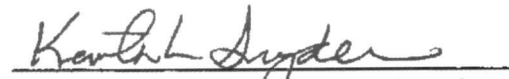
26. Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a Consultant under similar circumstances.
27. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
28. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".
29. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
30. Israel: Consultant certifies that is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott" as that term is defined in Ariz. Rev. Stat. 35-393, of Israel.

Dated this 5th day of September, 2018.

City of Prescott, a municipal corporation


Greg L. Mengarelli, Mayor

Dibble & Associates Consulting Engineers,
Inc.


By: Kenneth L. Snyder, Vice President

ATTEST:


Maureen Scott, City Clerk

APPROVED AS TO FORM:


Jon M. Paladini, City Attorney
MATTHEW POPRACZY, FOR

EXHIBIT "A"

GENERAL SCOPE OF SERVICES

AIRPORT DESIGN AND ENGINEERING SERVICES FY 2019 - FY 2023 PRESCOTT MUNICIPAL AIRPORT

ARTICLE I SERVICES & PROJECTS

The CONSULTANT shall provide the services required in accordance with a Scopes of Services, to be included as part of each individual Authorization for Services for the projects at Prescott Municipal Airport which may include but are not limited to those projects listed below.

1. Design and construction of Airport Perimeter Roads (Phases 1, 2 & 3)
2. Design and construction of new RSAT projects identified by the Runway Safety Action Team identified during the contract period
3. Design and construction of new Runway Incursion Mitigation (RIM) projects identified by the RIM study
4. Design and construction of runway guard lights on TWYs A, C, E, & F
5. Construction of Airport Security Upgrades
6. Design and construction of additional Taxiway A exits
7. Design and construction of Taxiway C realignment
8. Design and construction of Airport Pavement Preservation Program projects
9. Design and construction of a replacement ARFF station
10. Design and construction of an airport operations and maintenance facility
11. Design and construction of an aircraft wash rack facility
12. Design and construction of an airport fuel storage facility expansion
13. Design and construction of Storm Water Pollution Prevention Program projects
14. Design and construction of replacement Airport Traffic Control Tower
15. Design and construction of replacement Airport Terminal
16. Design and construction of 3R/21 L and Taxiway Delta extension
17. Perform airspace obstruction analysis and mitigation project(s)
18. Conduct miscellaneous projects to include Tower Line of Sight Study(s), Airport Survey(s), Electrical Improvements, Airfield Lighting & Signage preventative maintenance program, etc., as necessary
19. Provide surveys and mapping services for leasehold development
20. Land Acquisition

Services to be provided at the CITY's request may include, but are not limited to, the following:

21. Development and use of a Project Management Plan
22. Preparation of Preliminary Engineering Designs and Cost Estimates
23. Preparation of Pre-applications and Applications for Grants
24. Field Surveys
25. Geotechnical Investigations
26. Pavement Designs
27. Preparation of Engineering Improvement Plans

28. Preparation of Specifications
29. Preparation of Bid Documents
30. Assistance in Bid Advertisement and Receipt of Bids
31. Bid Analysis and Construction Contract Award Assistance
32. Construction Observation
33. Construction Quality Assurance Testing
34. Construction Management
35. Construction Administration
36. Grant Administration
37. Grant Management
38. Airport Planning
39. Other tasks as directed by the Airport Director

A specific Scope of Services will be prepared for each project authorized by the CITY and included in an "Authorization for Services." The CITY will provide written approval for each "Authorization for Services" prior to any work commencing.

ARTICLE II TIME OF PERFORMANCE

Individual Authorizations for Services will include times of performance for the work tasks covered in said Authorizations. CONSULTANT will perform the services for individual Authorizations for Services with reasonable diligence and expediency consistent with sound professional practices.

ARTICLE III CHANGES IN WORK

Significant changes in the scope, character, or complexity of the work or services in addition to those specified in the Scope of Services may be negotiated if the CITY determines that such changes are desirable and necessary. No changes in scope of work or amendments to this Agreement shall be made without prior written approval of the CITY, the Arizona Department of Transportation's Multimodal Planning Division – Aeronautics Group (hereinafter "ADOT"), and the Federal Aviation Administration (hereinafter "FAA"). CONSULTANT will supply fee estimates for such additional services on request of the CITY.

ARTICLE IV PROJECT MANAGEMENT PLAN AND FORM OF INVOICING

For each Authorization for Services, the CONSULTANT shall develop a Project Management Plan and baseline for tracking and updating progress on the project schedule and budget, unless other authorized by the City. The CONSULTANT shall develop and use the agreed upon work breakdown structure based on the contract fee schedule and which identifies activity tasks along with their associated dates, end dates and budgets for the project. The baseline data will be submitted for City approval within 10 days of the date on which the Authorization for Services is signed and delivered by the parties hereto.

The baseline and progress data will be used to verify CONSULTANT performance in relationship to fees claimed and to allow the City Project Manager to monitor the Consultant's efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the City any major deviations in the actual versus estimated projected time frames. On a monthly basis, by the 30th of each month, the CONSULTANT shall submit updated Project Reports, in a format acceptable to the City and conduct a Project Review with the City Project Manager for each assigned project.

The CONSULTANT shall submit monthly invoices to the City for the percentage of the fee corresponding to the percentage of the Consultant's services which have been performed. It is suggested that the CONSULTANT submit an advance draft of the invoice to the City Project Manager for review and comment prior to submitting the invoice for payment. Invoicing shall be supported by an Earned Value Report showing the actual tasks performed and their relationship to the percentage of fees claimed for each phase. Billings for each major task of work shall be for the percentage of work effort completed to date for that task (earned value). Invoices shall also include a completed FAA Standard Form 270 (Non-Construction) or Standard Form 271 (Construction) and State Grant reimbursement form as may be appropriate to the project

Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, the City may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. If evidence provided is not adequate to support the claimed level of effort, the invoice may be rejected or the approved payment reduced below that billed.

All invoices requesting payment for direct reimbursable or expense items must have copies of actual invoices or receipts attached, which support the amounts invoiced. The City shall make payments to the CONSULTANT for work performed, based on approved invoices and supporting documentation and deliverables. The foregoing provisions regarding project monitoring, invoicing and payment supersede any conflicting provisions set forth in the RFP, the Consultant's response to the RFP or the Original Contract.

The CONSULTANT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this contract, and shall make all such materials available to the CITY, or its duly authorized representatives at any reasonable time during the term of work on the contract, and for six (6) years after the date of final payment to the CONSULTANT by the CITY for work performed hereunder.

ARTICLE V RETENTION OF RECORDS

The CONSULTANT and any subcontractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this contract, and shall make all such materials available to the CITY, or its duly authorized representatives at any reasonable time during the term of work on the contract, and for six (6) years after the date of final payment to the CONSULTANT by the CITY for work performed hereunder.

ARTICLE VI AUTHORIZED PROJECT MANAGER AND SUB-PROFESSIONALS

The CONSULTANT has designated Jared Bass, PE, as the Project Manager and primary day-to-day contact for the term of this contract, who the City hereby accepts. The CONSULTANT may not assign a different project manager without the express written consent of the City.

The CONSULTANT may, utilize in the performance of this Agreement, without prior approval of the City, personnel or services of Argus Consulting; Civiltec Engineering, Inc.; DWL Architects & Planners; Michael Taylor Architects; Dibble CM; CR Engineers, Inc.; CTBX Aviation; Engineering & Testing Consultants Inc; Speedie & Associates, Inc.; SWCA Environmental Consultants; Cobb Fendley; ESMPR; and Dr. Simbo Odunayiya; as may be appropriate for the services requested. Any other sub-contractors must first be approved in writing by the City.

ARTICLE VII RESPONSIBILITY OF CONSULTANT

CONSULTANT shall perform its services to the best of its ability in accordance with industry standards, this Agreement, and applicable laws and regulations.

CONSULTANT agrees to correct deficiencies resulting from the negligent performance of its services which are discovered and reported to CONSULTANT within one year from the date of completion of its services hereunder. If CONSULTANT does not correct deficiencies as written in this Article, then he shall be liable for the amount necessary to replace the services necessary for such corrections. Under no circumstances shall CONSULTANT, its subcontractors and suppliers, be liable to CITY for any consequential damages including loss of use or loss of profit, except that CONSULTANT shall be liable to CITY, and shall hold the CITY harmless therefrom, for loss or damage arising out of or in connection with CONSULTANT'S negligent performance of this agreement. It is understood by CONSULTANT and the CITY that CONSULTANT shall provide insurance against the possibility of such negligence, as provided by Paragraph 23 of this Agreement.

ARTICLE VIII STATE FUNDING REQUIREMENTS

The CONSULTANT agrees to comply with the provisions of the State of Arizona Executive Order 76-5, as amended by Arizona Executive Order 99-4, relating to equal opportunity which is herein incorporated by reference.

ARTICLE IX AUDIT

The CONSULTANT shall grant the City of Prescott, ADOT, the FAA, or its duly authorized representatives to have access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

ARTICLE X BREACH OF CONTRACT TERMS - SANCTIONS

Any violation or breach of the terms of this Agreement on the part of the CONSULTANT may result in the suspension or termination of this Agreement or such other action which may be necessary to enforce the rights of the parties of this Agreement.

ARTICLE XI CERTIFICATION OF THE ENGINEER

I hereby certify that I am an officer and duly authorized representative of the firm of Dibble & Associates Consulting Engineers dba Dibble Engineering, whose address is 7878 North 16th Street, Suite 300, Phoenix, AZ 85020, and that neither I nor the above firm represented has:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Agreement.
2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; except as here expressly stated.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this Agreement involving

participation of Airport Improvement Program (A.I.P.) funds and is subject to applicable State and Federal Laws, both criminal and civil.

9.4.18
DATE


Title: Vice President

EXHIBIT "B"

FEE SCHEDULE

On the first day of July following the Effective Date of this Agreement and annually thereafter, the Fees in Item I and II may be adjusted to an amount determined by multiplying the line item Fees shown by a percentage equal to 100% plus the percentage increase between (1) the Consumer Price Index level most recently published April 1st prior to the Effective Date of this Agreement and (2) the Consumer Price Index level most recently published April 1st prior to the particular anniversary. As used herein, the term "Consumer Price Index" shall mean Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, not seasonally adjusted, or the successor of that Index, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should the Consumer Price Index, as above described cease to be published, a reasonably comparable successor index shall be selected by City.

I. DIRECT SALARY COSTS:

	JOB TITLE (i.e. Project Manager, Administrative Assistant, etc.)	AVERAGE RATE (\$/HR)
A.	PRINCIPAL ENGINEER	\$65.30
B.	SENIOR PROJECT MANAGER	\$59.80
C.	SENIOR PLANNER	\$57.00
D.	PROJECT MANAGER	\$51.20
E.	SENIOR ENGINEER	\$47.84
F.	PROJECT ENGINEER	\$43.50
G.	DESIGNER	\$33.64
H.	ASSISTANT PROJECT ENGINEER	\$30.53
I.	CAD TECHNICIAN	\$30.16
J.	ADMINISTRATIVE ASSISTANT	\$22.88

II. OVERHEAD EXPENSES & PAYROLL BURDEN

(AUDITABLE, ESTIMATED AND EXPRESSED AS
A FACTOR OF DIRECT SALARY)

1.8506 (OF I.)

III. DIRECT EXPENSES

A.	TRAVEL BY AUTO (Assume 200 miles per trip)	\$ 100	PER TRIP
B.	TRAVEL BY AIR (TBD per Authorization for Services as needed)	\$ TBD	PER TRIP
C.	PER DIEM	\$ 120	PER PERSON
D.	MISCELLANEOUS (TBD per Authorization for Services)	\$ TBD	

IV. FIXED FEE (PROFIT, LUMP SUM)

A.	LABOR PLUS OVERHEAD	10%	(OF I. & II.)
B.	DIRECT EXPENSES	ZERO %	(OF III.)

EXHIBIT "C" FEDERAL PROVISIONS

1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1) Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY, the Arizona Department of Transportation's Multimodal Planning Division - Aeronautics Group (ADOT), or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the CITY, ADOT, or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the CITY shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

CITY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the CITY to enter into such litigation to protect the interests of the CITY and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the solicitation period through the completion of the contract. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

3. DISADVANTAGED BUSINESS ENTERPRISES

- 1) Contract Assurance (§26.13) - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 2) Prompt Payment (§26.29) - The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime Contractor receives from the City of Prescott. The prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Prescott. This clause applies to both DBE and non-DBE subcontractors.

4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

- 1) No Federal appropriated funds shall be paid, by or on behalf of the Contractor, 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 and the amendment or modification of any Federal grant.
- 2) 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 any Federal grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

5. ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the CITY, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7. TRADE RESTRICTION CLAUSE

The Contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that with respect to this solicitation and any resultant contract, the Contractor –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Contractor must provide immediate written notice to the Owner if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Contractor or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction".

2) Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C

The successful bidder by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction" must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder shall accomplish this by:

- i. Checking the System for Award Management at website: <http://www.sam.gov>
- ii. Collecting a certification statement similar to paragraph 1.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

10. PUBLIC AVAILABILITY OF GRANT FUNDED DOCUMENTS/MATERIALS

All AIP funded projects which result in publicly-available documents must be made available without restriction. No member of the public should be required to provide their name, address, telephone numbers, e-mail address, or other information in order to view or download the information. Airports should be advised that if they, or other agents of the airport, including Contractor's, post documents, they must be available for download without restriction or registration. Further, no other entity, including Contractor's, may post such documents on their own websites if those sites require registration, even if the document is posted elsewhere without registration requirements.

11. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of

the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4) Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

12. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

13. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National

Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

15. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



7878 North 16th Street
Suite 300
Phoenix, AZ 85020
P 602.957.1155
www.dibblecorp.com

August 23, 2018
Rev'd August 31, 2018

Dr. Robin Sobotta
Airport Director
Prescott Municipal Airport
6546 Crystal Lane
Prescott, AZ 86301

RE: City of Prescott Contract 2019-069
Authorization of Services No. 1
New Terminal Schematic (30%) Design

Dear Robin,

We appreciate the opportunity to provide *Schematic Design Services* to the City of Prescott for the *New Terminal Project* at the Prescott Municipal Airport. Dibble Engineering in conjunction with their subconsultants will perform these services, per the attached Scope of Work, for the following Lump Sum fees:

Schematic Design (30%) Service:

1. Civil Engineering & Project Management (Dibble Engineering).....	\$39,898.61
2. Design Survey (Civiltec Engineering).....	\$12,920.00
3. Geotechnical Investigation (ETC).....	\$8,750.00
4. Pavement Design (Speedie)	\$2,500.00
5. Traffic Impact Evaluation (Dibble Engineering)(Contingent).....	\$8,489.72
6. Architectural Design (DWL Architects)	\$119,840.00
7. Associate Architect (Michael Taylor Architects).....	\$7,200.00
8. Structural Design (Frost Structural Engineering)	\$10,100.00
9. MP&E/Special Systems (LSW Engineers).....	\$18,660.00
10. Landscape Design (Norris Design).....	\$7,850.00
11. Estimating (CMCC)(DBE).....	<u>\$13,464.00</u>
Total Lump Sum Fee	\$249,672.33

With the inclusion of CMCC the proposed DBE percentage on this project is 5.4%. With inclusion of Civiltec, ETC, and Michael Taylor Architects; our proposed local participation on this project is 11.6%.

Transmitted herewith is our proposed Scope of Work, Preliminary Schedule, Preliminary Site Plan, Derivation of Fee Proposal Summary, Estimated Manhour Matrix, Estimated Allowance for Direct Costs, and subconsultant proposals. We are excited for the opportunity to support the Prescott Municipal Airport on this project. If you need additional information or have questions, please do not hesitate to call.

Sincerely,
Dibble Engineering

Jared Bass, PE
Senior Project Manager

Kenneth L Snyder, P.E.
Vice President
Airport Development Principal Engineer

Attachment: PRC New Terminal 30% Design Proposal (2164 : New Terminal Design)



SCOPE OF SERVICES

New Passenger Terminal Design Schematic Design (30%) Services

Prescott Municipal Airport

Prescott, Arizona

8.23.18



DIBBLE ENGINEERING (the Engineer) and the building team led by DWL Architects, collectively to the satisfaction of the City of Prescott (City) and the Prescott Municipal Airport (PRC), shall complete the *30% Schematic Design Phase Services* to establish the basis of design for the proposed Passenger Terminal Building. Following completion of the Schematic Design Phase (Phase 1) and acceptance of the results and recommendations, a subsequent scope of services and fee for Final Design Phase Services (Phase 2) will be approved to include final designs, plans, specifications, quantities, and estimates for the Passenger Terminal Building Construction project.

The scope of work described herein includes the Schematic Design Phase tasks for a new Passenger Terminal Building. The project will evaluate a Short-term facility of 16,808 square foot building, and a Long-term facility of 33,093 square foot building; along with associated supporting facilities including site grading and drainage, utilities, terminal access roadways and vehicle parking, and passenger aircraft parking apron adjacent to the proposed terminal. Building program definition is based on a combination of the 2015 *Terminal Building Siting Assessment*, and the 2018 *Terminal Program*. Complete Schematic design will be prepared only for the Short-term facility; but the required layout, sizing, orientation, and supporting infrastructure for the Long-term facility will be assessed to ensure that the Short-term design will not preclude efficient expansion in the future. For reference, the attached *Proposed Terminal Area Construction* Exhibit illustrates the proposed Terminal location and a program-level Short-term layout based on prior planning and environmental work.

The project will include a visioning session, outreach to stakeholders, development of up to three site and building options for review, and coordination meetings necessary to reach consensus on the final Passenger Terminal building concept. The project will also include the necessary data collection to assist the City and PRC in making an informed decision about the final preliminary building design and associated infrastructure and will culminate in Schematic design plans, recommended phasing, and cost estimates for the proposed Short-term Terminal and associated site improvements.

The Engineer shall provide the following services:

A. Data Collection

1. Record Information: Gather and review all available as-built drawings, utility drawings, design drawings (for completed and in-progress projects), studies, reports and plans relevant to the project.
2. Topographical Survey: Conduct a ground-based topographical survey of existing surface facilities and conditions, along with utility invert, rim and nut elevations; within the design area. Survey will extend a minimum of 100 feet beyond proposed improvements per City requirements. Survey will use existing airport control points, and all work will be consistent with City standards.

3. Utility Locating: Utility information will be based on best available data including record drawings, field investigation with PRC Staff, and ground survey information. Utility locating and designating will not be included in this phase, but will be conducted in the Final Design phase to confirm utility connection points and avoid conflicts as the design develops.
4. Base Map Preparation: Utilizing topographic surveys, existing photogrammetric mapping, and as-built drawings; prepare AutoCAD electronic base maps for design.

B. Site Restrictions Evaluation

Existing site constraints affecting the Terminal location and operations will be identified prior to development of alternatives, including:

1. The Building Restriction Lines from the primary and cross-wind runways.
2. Taxiway/Taxilane Object Free Areas, including existing taxilane to west hangars and Taxiway E northeast of the site.
3. Any existing easements.
4. Given that the goal of the program will be to keep the existing Terminal in operation during construction of the new Terminal, existing Terminal operations impacting construction of the new terminal will be identified (terminal access, vehicular parking, aircraft ramp and maneuvering space, etc.).

C. Geotechnical Information & Pavement Design

1. Field Investigation: a total of eight borings will be obtained for pavement design and building structural evaluation. Two borings will be taken south of the proposed Terminal area for parking lot and access roadway pavement design, four will be taken north of the proposed Terminal area for aircraft parking ramp pavement design, and two will be taken in the approximate building footprint for structural/foundation design.
2. Geotechnical Report: a geotechnical report will be prepared documenting the results of the field investigation, summarizing the laboratory tests required to determine soil properties for design, and providing recommendations for foundation support for the building design.
3. Pavement Design Report: a pavement design report will be prepared in accordance with FAA standards, documenting new pavement design options for the parking areas, access roads, and aircraft ramp pavement. In addition, the existing aircraft ramp will be evaluated with respect to structural capacity to accommodate the proposed loads, and rehabilitation recommendations if the pavement is structurally adequate.

D. Traffic Evaluation

Expansion of the Passenger Terminal will increase traffic volumes on roadways accessing the terminal area, and potentially impact intersections adjacent to the airport. As an Allowance to be exercised if required by the City of Prescott, the Engineer will prepare a Traffic Impact Statement in accordance with the *City of Prescott General Engineering Standards, 2016, Section 6.2.1 Traffic Impact Analysis* and *Section 6.14* of the current *City of Prescott Land Development Code*. It is understood that ADOT will be constructing SR 89 to four lanes and some improvements to MacCurdy Drive intersection. The ADOT

traffic study and the Central Yavapai County Metropolitan Planning Organization (CYMPO) traffic projection model will be used to help guide the analysis of impacts to the local transportation system including MacCurdy Drive, Crystal Lane, Deep Well Ranch Road, and SR 89.

The Engineer will prepare a traffic study which will include roadway and intersection capacity analyses, existing counts and future traffic projections, and recommendations for the two access roads and the intersections external to the airport site. Construction has impacted traffic flow so turning movement counts will not be taken at the key intersections. Twenty-four-hour bi-directional tube counts on Deep Well Ranch, Crystal Lane, MacCurdy Drive, and Ruger Road will be obtained.

E. Schematic Site Plans

1. Terminal Roadways and Parking Lot Design: develop Schematic design for roadway widths, connections to existing roadway(s), parking lot layout and circulation, and curb pick-up and drop-off area adjacent to the terminal.
2. Aircraft Parking Apron Design: develop Schematic design for taxiway access from Taxiway E, aircraft parking position layout, and limits of required parking apron for the new Terminal.

F. Schematic Grading and Drainage Plans

Detailed Hydrology and Hydraulics calculations, and a site Drainage Report will be completed in the Final Design phase. Schematic site grading and drainage plans will be developed in this project, including the following elements:

1. Apron grading: based on an elevated finished floor for the Terminal, and the requirement for a 50-foot corridor sloping away from the terminal at one percent (as required by NFPA), portions of the existing ramp will be re-graded.
2. Parking and access road grading: Schematic grading for proposed access road(s) and vehicular parking area, including detention/retention if required, and discharge to existing storm drain systems if possible.
3. Terminal FFE: generate an approximate finished floor elevation for the Terminal.
4. Preliminary earthwork: based on apron grading, Terminal finish floor elevation, and parking lot grading, generate preliminary earthwork volumes for cost estimating purposes.

G. Schematic Utility Plans

Schematic Utility Plans will be developed, including the following elements:

1. Water: site waterlines for domestic water services, site fire hydrants, site landscaping, and Terminal fire protection including points of connection to existing lines.
2. Sewer: sanitary sewer for building services for the proposed terminal, including points of connection to existing lines.
3. Gas: gas service for the proposed terminal.
4. Electric/Comm: evaluation of site electric and communication lines to service the proposed Terminal.

H. Schematic Terminal Building Design

30% Schematic Design will be developed for the Terminal Building. The team will generate an initial Code Analysis and a Life-Cycle Cost Analysis for Structural Systems/Exterior Envelope and Mechanical Systems HVAC to inform the direction of the design. Up to three Site and Building alternatives will be developed for consideration.

Initial Conceptual design will be developed and presented to the Airport and the Stakeholder group. Once a consensus on direction is established, the conceptual design will be refined to a Schematic Design level.

The design elements will include building floor plans and layouts, elevation plans, and renderings. Schematic design and narratives will be generated for wayfinding signage, structural, mechanical, plumbing, electrical, and special systems for the Terminal. Schematic landscape plans will also be developed. See the attached proposal from DWL Architects and the building team subconsultants for additional detail.

I. Construction Procurement Evaluation

Construction of the Terminal may be delivered by one of two methods: traditional Design-Bid-Build (DBB); or Construction Manager at Risk (CMAR). A comparative evaluation of the two processes will be prepared, assessing relative costs, benefits, approval processes, and timelines. A recommendation will be made for consideration by the City.

J. Deliverables

1. Presentation deliverables at or before the 30% submittal will include three renderings (Landside view, Airside view, and Interior view), 11x17 color presentation format of the design concept, interior finish palettes, and phasing exhibits.
2. Plan deliverables include drawings for Site Plans, Grading and Drainage Plans, Utility Plans, Landscaping Plans, and Building Floor Plans (architectural, mechanical, plumbing, electrical, fire protection, baggage handling). Plan deliverables will be suitable for submittal to the FAA and ADOT Aeronautics 30% review as necessary.
3. Report and Calculation deliverables will include a Draft Design Report (basis of design narratives, initial code analysis, life cycle cost analysis for mechanical and structural systems, Geotechnical and Pavement design reports) and a Schematic Cost Estimate.

K. Design Meetings and Coordination

1. Visioning/Stakeholder Meetings: a four-hour Visioning session as noted above will be held early in the design process. The purpose of this meeting will be to allow stakeholders to provide input into their vision of the new Terminal. A 2nd Stakeholder Meeting will be held after the Conceptual Design has started to take shape, to give the stakeholder group an opportunity to comment on the direction of the conceptual design. A final Stakeholder Meeting will be held towards the end of the design period to allow final input prior to presentation to Council. Approximate stakeholder meeting dates are shown in the attached *PRC New Terminal Preliminary Design Schedule*. The goal of the Stakeholder meetings is to not only solicit input from affected stakeholders, but to build consensus on the direction of the design in order to facilitate the design schedule for the Final Design Phase.

2. Coordination Meetings: in addition to the Stakeholder meetings, project coordination meeting will be held as needed with PRC and the City to coordinate the direct of the design, to review the concepts and obtain feedback. Coordination meetings with the design team, PRC, and City representatives include:
 - a. Three on-site meetings.
 - b. Up to seven conference calls.
3. Project Coordination: The Engineer will provide management of and coordination of the design team, and will provide coordination between design team members, PRC, and other interested stakeholders as necessary.

L. Miscellaneous

1. This proposal is based on an approximate 12-week schedule for 30% Schematic design. The anticipated Notice-to-Proceed is September 12, 2108; with a 30% Documents submittal date of December 5, 2018.
2. All Civil plans are to be prepared in AutoCAD 2017 Civil 3D. Terminal Building plans will be prepared in Revit BIM software. All work will be prepared in conformance to City of Prescott/PAG, and MAG standard details.
3. Design Quality Control/Quality Assurance: The Engineer 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 Engineer. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Engineer will review all project documents for coordination of design elements.
4. The Engineer will make monthly "Design and Progress Reports", including invoicing, to PRC in a format acceptable to PRC.

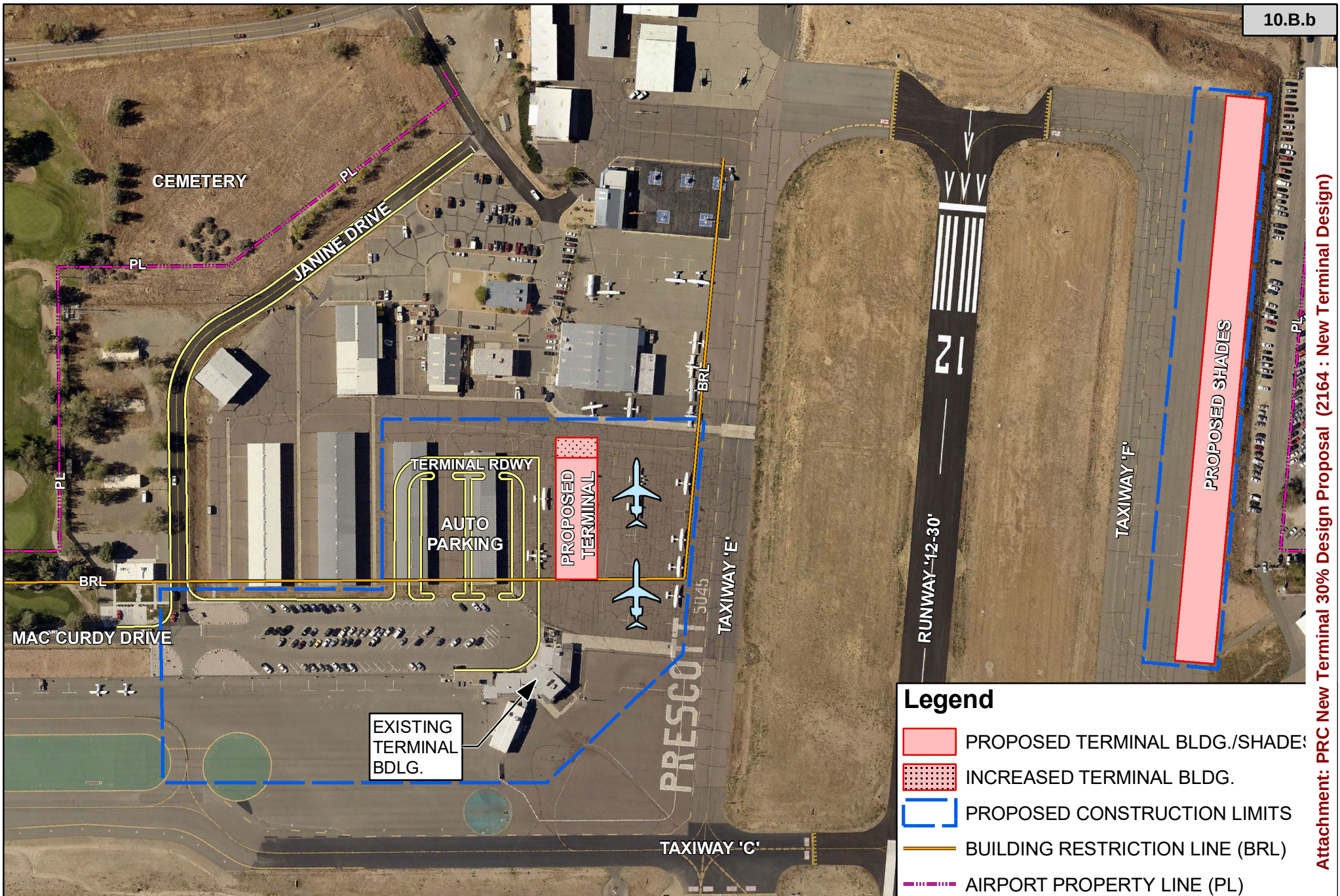
M. Exclusions:

1. Drainage hydrology, hydraulics, and Drainage Report. These tasks will be completed with the Final Design phase.
2. Utility potholing and designating. An allowance will be included in the Final Design phase for this task.
3. Taxiway signage and lighting modification design. These tasks will be completed in the Final Design Phase. A cost estimate of the required elements, if any, will be included in the Schematic Cost Estimate.
4. On-site meetings beyond those listed.
5. Value Engineering services.
6. Cost Estimating of the Long-Term Terminal and related infrastructure.

PRC New Terminal Preliminary Design Schedule		
Year	Item	Date
2018	30% Fee Final Proposal to PRC	8/24/2018
	30% Fee Proposal Council Memo	8/31/2018
	30% Proposal Council Approval	9/11/2018
	30% Design NTP	9/12/2018
	Stakeholder Workshop 1: Visioning	9/25/2018
	Stakeholder Workshop 2: Concept	10/19/2018
	Stakeholder Workshop 3: Review	11/16/2018
	CMAR vs. Design-Bid-Build Briefing	11/16/2018
	Submit CD's Fee Proposal to PRC	11/30/2018
	Submit 30% Documents	12/5/2018
	30% Concept & CD's Fee Council Memo	12/7/2018
	30% Concept Council Approval	12/18/2018
	CD's Fee Council Approval	12/18/2018
	CD's Design NTP	12/19/2018
	Submit 30% to FAA for review	12/19/2018
	Submit 30% to SHPO for consult	12/19/2018
2019	DD (60%) Submittal	2/20/2019
	DD Review	3/6/2019
	CD (95%) Submittal	5/15/2019
	FAA Approval to Bid	5/29/2019
	Permitting/Final Review	5/29/2019
	Open Bids	6/26/2019
	Demolition of existing hangars at Terminal site complete	8/15/2019
	FAA Funding/Construction NTP	9/18/2019
	<i>Note: Requires concurrent Council approval of 30% Plans and CD's Fee</i>	
	IF CMAR	
	CMAR GMP (after 95%)	6/14/2019
	Negotiate Fee/to FAA	6/28/2019

8.23.18

Attachment: PRC New Terminal 30% Design Proposal (2164 : New Terminal Design)



Attachment: PRC New Terminal 30% Design Proposal (2164 : New Terminal Design)



Firm: Dibble Engineering
 Prescott Municipal Airport
 Project: **New Passenger Terminal Design**
Schematic Design (30%) Services

Contract Number: Pending
 PRC Project Number: PR01
 Task Number: 1
 Amendment Number: NA
 FAA Number: Pending
 ADOT Number: Pending

DATE: 8.23.2018 Rev'd 8.31.18

DERIVATION OF FEE PROPOSAL SUMMARY - DESIGN PHASE

BASIC FEE

Classification	Manhours	Direct Labor Rate	Labor Costs	
1 Principal Engineer	18	\$65.30	\$1,175.40	
2 Sr. Project Manager	52	\$59.80	\$3,109.60	
3 Senior Planner	0	\$57.00	\$0.00	
4 Project Manager	0	\$51.20	\$0.00	
5 Senior Engineer	8	\$47.84	\$382.72	
6 Project Engineer	58	\$43.50	\$2,523.00	
7 Designer	104	\$33.64	\$3,498.56	
8 Assistant Project Engineer	40	\$30.53	\$1,221.20	
9 CAD Technician	0	\$30.16	\$0.00	
10 Admin Assistant	18	\$22.88	\$411.84	

Total 298 hrs

a. Total Labor.....	\$12,322.32
b. Overhead at..... 185.06%	\$22,803.69
c. Subtotal Labor + Overhead.....	\$35,126.01
d. Net Fee..... 10% of c.	\$3,512.60
e. Total Basic Fee..... (c + d).....	\$38,638.61

ALLOWANCE FOR DIRECT COSTS

(Listed by Item at Actual Cost - NO MARKUP)

Item	Cost	
1 Submittal Printing	\$ 810.00	T&M
2 Mileage	\$ 450.00	T&M
f. Sub-Total Allowances for Direct Costs.....	\$1,260.00	

ALLOWANCE FOR ADDITIONAL COSTS, OUTSIDE SERVICES & SUBCONSULTANTS

Firm	Cost	Method of Compensation
1 Design Survey (Civiltec Engineering).....	\$ 12,920.00	Lump Sum
2 Geotechnical Investigation (ETC).....	\$ 8,750.00	Lum Sum
3 Pavement Design (Speedie).....	\$ 2,500.00	Lump Sum
4 Traffic Impact Evaluation (Dibble).....	\$ 8,489.72	Contingent Allowance
5 Architecture (DWL).....	\$ 119,840.00	Lum Sum
6 Associate Architect (Michael Taylor Architects).....	\$ 7,200.00	Lum Sum
7 Structural Design (Frost Structural Engineering).....	\$ 10,100.00	Lum Sum
8 MP&E and Special Systems (LSW Engineers).....	\$ 18,660.00	Lum Sum
9 Landscape Design (Norris Design).....	\$ 7,850.00	Lum Sum
10 Estimating (CMCC)(DBE).....	\$ 13,464.00	Lum Sum

g. Sub-Total Allowance for Add'l Costs: **\$209,773.72**

TOTAL FEE

h. Total Estimated Cost to Consultant....(e. + f.) **\$249,672.33**

Attachment: PRC New Terminal 30% Design Proposal (2164 : New Terminal Design)

Firm: Dibble Engineering
 Prescott Municipal Airport
 PROJECT: **New Passenger Terminal Design
 Schematic Design (30%) Services**

DATE: 8/23/2018

Contract Number: Pending
 PRC Project Number: PR01
 Task Number: 1
 Amendment Number: NA
 FAA Number: Pending
 ADOT Number: Pending

ESTIMATED MANHOURS											
TASK	Principal Engineer	Sr. Project Manager	Senior Engineer	Project Engineer	Senior Designer	Ass't Engineer EIT	CADD Tech			Administrative Assistant	TOTAL HOURS
1 Project Management and Administrative											
1a Project Management & Administration		12									
2 Project Start-Up											
2a Existing Conditions Research incl. Field Visit				2		8				2	
2b Topographical Survey Coordination (5300-18b)				6							
2c Base Map Update (FAA AC 150/5300-18b)					8						
5 30% Submittal											
5a 30% Plans	8	16		40	80	20				4	1
5b Draft Design Report	2	2			8	8				2	
5c 30% Quantities		2			8	4					
5d QA Project Review			8							2	
5e CMAR vs DBB Evaluation	8			4							
9 Meetings & Coordination											
9a Visioning Workshop (1)		4								2	
9b Stakeholder Meetings (2)		4								2	
9c Coordination Meetings (3)		6		6						2	
9d Special Meetings (3)		6								2	
Totals	18	52	8	58	104	40	0	0	0	18	2

Attachment: PRC New Terminal 30% Design Proposal (2164 : New Terminal Design)

Firm:	Dibble Engineering	Contract Number:	Pending
	Prescott Municipal Airport	PRC Project Number:	PR01
Project:	New Passenger Terminal Design Schematic Design (30%) Services	Task Number:	1
		Amendment Number:	NA
		FAA Number:	Pending
Date:	8/23/2018	ADOT Number:	Pending

ESTIMATED ALLOWANCE FOR DIRECT COSTS

1. Reproduction

Miscellaneous Check Printing is included in operational overhead.

a.	1	Submittals of Conceptual Color	40 sheets =	40 Sheets @	\$1.50 /sheet	\$60.00
b.	2	Submittals Prefinal and Final SD	60 sheets =	120 Sheets @ 1 per submittal of the entire set)	\$0.25 /sheet	\$60.00
c.	0	Submittal (Final Required Mylar submittal)	40 @	0 Sheets @	\$10.00 /sheet	\$0.00
d.	4	Plotting	50 @	200 Sheets @	\$0.75 /sheet	\$600.00
e.	0	Submittals for Spec Book (1 copies @ 325 pages each)	@	325 Sheets @	\$0.06 /sheet	\$0.00
f.	1	Submittals for Eng. Report (1 copies @ 150 pages each)	@	150 Sheets @	\$0.60 /sheet	\$90.00
Total						\$810.00
USE						\$810.00

2. Mileage

a.	10	Trips	@	100 Miles	@	\$0.445	\$445
USE							\$450
Total						\$	<u>1,260.00</u>

Attachment: PRC New Terminal 30% Design Proposal (2164 : New Terminal Design)

Dibble Contract 2019-069 Rate Schedule - Direct and Billing Rates

1.8506 10%

Category	Direct Rate	OH & Profit Cost	Billing Rate
PRINCIPAL ENGINEER (Principal)*	\$65.30	\$120.84	\$204.76
SENIOR PROJECT MANAGER (Code Mgr)*	\$59.80	\$110.67	\$187.51
SENIOR PLANNER	\$57.00	\$105.48	\$178.73
PROJECT MANAGER	\$51.20	\$94.75	\$160.55
SENIOR ENGINEER (QA/QC Arch., Sr. Assoc.)*	\$47.84	\$88.53	\$150.01
PROJECT ENGINEER (P. Architect, Land Surveyor, Specifier, Assoc.)*	\$43.50	\$80.50	\$136.40
DESIGNER (Interior, Graphic)*	\$33.64	\$62.25	\$105.48
ASSISTANT PROJECT ENGINEER (Apprentice Arch.)*	\$30.53	\$56.50	\$95.73
CAD TECHNICIAN (Survey Tech)*	\$30.16	\$55.81	\$94.57
ADMINISTRATIVE ASSISTANT	\$22.88	\$42.34	\$71.74

* Equivalent Technical Category

Note: the following subconsultant proposals have been reviewed and all proposed rates by Category or Equivalent Technical Category are at or below the approved Contract Rates.



*Civil, Water, Wastewater, Drainage, Transportation and
Electrical/Controls Engineering • Construction Management • Surveying
California • Arizona*

August 23, 2018

Dibble Engineering
Kenneth L. Snyder, PE
Vice President Airport Development
7878 North 16th Street, Suite 300
Phoenix, Arizona 85020-4669

Sent Via Email: Ken.Snyder@dibblecorp.com

**Subject: PRC New Terminal Survey
Prescott, Arizona
Civiltec Proposal No. PP18059.00**

Dear Mr. Snyder:

Civiltec Engineering, Inc. (Civiltec) appreciates the opportunity to submit this proposal to Dibble Engineering (Client) for professional surveying services for the above referenced project. We understand this project is for the City of Prescott's Airport Terminal in Prescott, Arizona per your sketch dated 8/7/2018 and received 8/17/2018 via email.

PROJECT UNDERSTANDING

Per the aforementioned Client's sketch, Civiltec is to survey the area located within the red outlined area, which does not include the Taxiway Shade area. Per comments in the email from the Client dated 8/17/2018, Civiltec will survey "full topographic survey including elevation grids, building corners and FFs, surface utility topo, dips on manholes/vaults/water valves etc., storm drain pipe sizes and inverts, pavement markings, etc." After completion of the topographic survey field work, Civiltec will provide all survey data to the Client including a CSV file of the survey points, field notes, photos and structure observation sheets (manhole and storm drain dips). The Client is also requesting a survey control sheet to incorporate into their improvement plan set for the 30% submittal.

SCOPE OF SERVICES

Based on the above description and our professional experience, we have identified the following scope of services.

Attachment: PRC New Terminal 30% Design Proposal (2164 : New Terminal Design)

Phase 1- Professional Surveying Services

Task 1 - Kickoff Meeting

Civiltec will attend a kickoff meeting with the Client.

Task 2 - Badging

Civiltec's survey staff will attend a meeting with airport staff to obtain badges and training for access to the site.

Task 3 - Survey Control

Civiltec will confirm existing PACs and SACs survey control for a total of three points.

Task 4 - Topographic Survey

Civiltec will provide topographic survey services as discussed in the Project Understanding.

Task 5 - Data Reduction

Civiltec will download and review all survey points, download photos, prepare structure observation sheets and prepare field notes.

Task 6 - Correspondence

Civiltec will provide general processing and correspondence with the Client throughout the duration of the project.

Phase 2- Survey Control Sheet

Task 1 - Survey Control Sheet 30%

Civiltec will provide a survey control sheet at the 30% submittal as requested by the client. The Plan sheet will be provided in PDF format.

Task 2 - Correspondence

Civiltec will provide general processing and correspondence with the Client throughout the duration of the project.

DELIVERABLES

Civiltec will provide a CSV file of the survey points with our field notes, photos and structure observation sheets (manhole and storm drain dips) as the Phase 1 deliverable. The Phase 2 deliverable will be a survey control sheet for use by Client for their 30% project submittal.

SCHEDULE

Civiltec is available to commence this project immediately. We will require approximately 3 weeks to complete the Scope of Work outlined herein. The survey control plan sheets will be prepared in accordance with Clients overall project schedule.

FEE DISTRIBUTION SCHEDULE

Civiltec's services will be provided on a percent complete basis. A fee is provided below based on our understanding of the services requested by the Client.

Fee for Professional Services\$12,920.00

Any work not authorized within 3 months of the date of this proposal will be subject to renegotiations based on current rates.

Our staff-hours budget worksheet is attached for reference, based on our current 2018 billing rates.

REIMBURSABLES / ADDITIONAL SERVICES

Capacity and impact fees associated with application filings shall be the responsibility of the Owner. Reimbursable expenses will be billed at cost. Additional services may be authorized by the Client based on Civiltec's Hourly Rate Schedule. Civiltec will bill monthly for all work performed and expenses incurred on the project's behalf.

We are looking forward to working with you and will begin immediately upon written notice to proceed.

Sincerely,

CIVILTEC engineering, inc.



Richard Aldridge, PE
Branch Manager

PP18059.00-Prescott New Terminal Survey Limit
Prescott, Arizona
Time and Fee Estimate

Date: Revised 8/22/2018

	HOURS BY SR PM	HOURS BY 2- MAN S (TECH)	HOURS BY SLS	TOTAL COST
Scope of Work	\$ 175.00	\$ 165.00	\$ 120.00	
Phase 1 - Professional Surveying Services				\$ 11,785.00
Task 1 - Kickoff Meeting			4	\$ 480.00
Task 2 - Badging			4	\$ 480.00
Task 3 - Survey Control			12	\$ 1,440.00
Task 4 - Topographic Survey		50	2	\$ 8,490.00
Task 5 - Data Reduction			4	\$ 480.00
Task 6 - Correspondence	1		2	\$ 415.00
Phase 2 - Survey Control Sheet				\$ 1,135.00
Task 1 - Survey Control Sheet 30%			6	\$ 720.00
Task 2 - Correspondence	1		2	\$ 415.00
HOURS	2	50	36	88
BUDGET	\$ 350.00	\$ 8,250.00	\$ 4,320.00	\$ 12,920.00

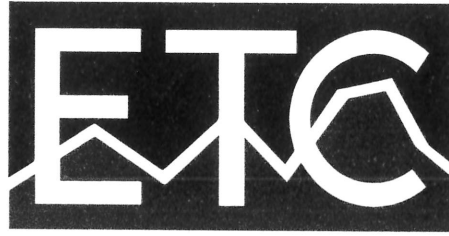
PIC = Principal Engineer
SrE = Senior Engineer
PE = Project Engineer
D = Designer
Admin = Administrative Assistant/Clerical
1MS = One Person Survey Crew
SM = Survey Manager

PM = Project Manager
PrEE = Principal Electrical Engineer
SE = Staff Engineer
DD = Designer/Drafter
CO = Construction Observer
2MS = Two Person Survey Crew
SLS = Staff Land Surveyor

Civiltec Project Manager

Chris Dusza





ENGINEERING & TESTING CONSULTANTS INC.

August 23, 2018

Mr. Kenneth L Snyder, P.E.
Vice President Airport Development
Dibble Engineering
7878 North 16th Street, Suite 300
Phoenix, AZ 85020-4669

**SUBJECT: PROPOSAL FOR GEOTECHNICAL SERVICES FOR THE PROPOSED NEW
TERMINAL BUILDING AT PRESCOTT MUNICIPAL AIRPORT,
PRESCOTT, AZ**

Dear Mr. Snyder:

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, slab-on-grade construction, and lateral design parameters for the proposed terminal building.

ETC will also provide existing pavement structure and subgrade soil condition results along with laboratory testing results for pavement thickness design to be performed by others.

We have reviewed the request and developed 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. Dibble will provide ETC with utility and airport clearances prior to drilling. Sample locations within the apron area pavement will be cut with a diamond encrusted core barrel prior to drilling. Auger borings will be backfilled with auger cuttings and patched with asphaltic concrete. The areas will be swept and cleaned after drilling.

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION



Mr. Kenneth Snyder, PE – Dibble Engineering
Geotechnical Engineering –PRC New Terminal Building, Prescott, AZ
August 23, 2018
Page 2 of 3

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 available for this area,
- Existing pavement structure measurements,
- Soil characteristics, approximate boundary between soil types and soil sampling,
- Water level measurements (if encountered),
- Eight auger borings will be drilled at the selected locations to depths of 9 to 10 feet, or auger refusal. Four borings will be drilled for the apron improvements, two for the terminal building, and two for the new auto parking areas.

Laboratory Analysis

Selected field samples will be tested for:

- Particle size analysis,
- Atterberg Limits (liquid limit, plastic limit, plasticity index),
- Moisture Density Relationship (modified proctor),
- CBR,
- In-place density and moisture content,
- Expansion Index, and/or other soil characteristics as determined by the geotechnical engineer.

Exploration Report

A final report will be compiled including at least:

- Boring logs showing the existing pavement structure and horizon lines of the various soil types encountered during field exploration,
- Results from laboratory testing conducted on selected samples,
- General site conditions including topography, pavement structure, and surface drainage conditions,
- Description of the subsurface conditions encountered,
- Recommendations for design parameters as outlined in the Engineer's request. Such parameters will include site grading, foundation support, slab-on-grade support, and lateral design parameters for the proposed terminal building; as well as, subgrade soil conditions and laboratory results for pavement thickness design performed by others.



Mr. Kenneth Snyder, PE – Dibble Engineering
 Geotechnical Engineering –PRC New Terminal Building, Prescott, AZ
 August 23, 2018
 Page 3 of 3

PAYMENT AGREEMENT

We estimate the subsurface soil exploration to cost \$8,750.00, and we propose to provide these services for a lump sum fee of \$8,750.00.

ETC can schedule the fieldwork to begin within 2 weeks upon your authorization to proceed. We anticipate completion of the final report in six weeks following the authorization.

AUTHORIZATION TO PROCEED

If you agree 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: PRC New Terminal 30% Design Proposal (2164 : New Terminal Design)

Revised: August 22, 2018

Kenneth L. Snyder, P.E.
Dibble Engineering
7878 North 16th Street, Suite 300
Phoenix, AZ 85020

**RE: Proposal for Geotechnical Investigation
PRC Runway Rehab/Modify Taxiway E
Ruger Road and AZ 89
Prescott, AZ
Proposal No. 66164S**

Dear Mr. Snyder:

Speedie & Associates, Inc. look forward to continuing our relationship with Dibble Engineering in helping you improve and expand Ernest A. Love Field/Prescott Municipal Airport in Prescott, Arizona. In response to the request for proposal, we hereby provide our scope of work and cost proposal to provide a pavement design report at the above referenced site that will assist your team in developing site development and pavement design requirements.

All work on this project will be carried out by our forces located in our Phoenix office under the overall supervision of Gregg A. Creaser, P.E., who is the President of the firm and a registered Professional Engineer in the state of Arizona. All field and laboratory work will have been done by the local geotechnical company ETC working for Dibble. The following is a list of the primary personnel that will be assigned to work on or support this project. All personnel will be made available on an as-needed basis to complete this project on time and respond to questions throughout the design.

Geotechnical Engineering Services

Gregg A. Creaser, P.E. – Principal in Charge/Project Manager – Geotechnical Services
Brian Lingnau, PhD, PE Sr. Geotech Engineer
Taylor Wilmsen E.I.T. – Project Engineer

Speedie & Associates is committed to providing a high level of service to its clients, according to their needs. If some portion of this proposal does not meet the current needs or desires of the Design Team, Speedie & Associates is willing to consider appropriate modifications, subject to the standards of care which we adhere to as professionals. Modifications in the scope, methodology, or other terms and conditions may result in changes in the estimated fees and changes in the risks which the client will necessarily assume.

All field and laboratory work will be conducted by ETC. It is our understanding that this field work will be done based on the FAA guidelines AC No. 150/5320-6F. We will be providing the pavement design based on the FAA guidelines in AC No. 150/5320-6F and the FAA provided computer program FAARFIELD v1.41 for the airside apron and local standards for the landside parking lot and access drives. It is assumed that the owner and/or client will provide the anticipated traffic data required to complete the design. The intent of this pavement design report is to provide alternate designs than can

be chosen by the owner/client to meet the allotted budget. The scope of work anticipated has been broken down as follows:

SCOPE/FEE

We understand that a portion of the existing ramp will have to be removed for grading purposes. The remainder of the ramp may have to be removed and replaced depending on what the capacity analysis indicates in order to meet FAA standards. A new parking lot and drive will be created in the area of the T-Hangers to serve the new terminal. It is anticipated that the pavements will be constructed using asphalt and/or concrete. It is assumed that the new airfield pavement will be designed based on traffic data to be provided by the client.

The following Tasks are anticipated to complete this project:

Task 1. Project Preparation - We will review the data provided by ETC and previous investigations.

Task 2. Report – Once we have received the field and lab data, we will analyze the data obtained by ETC and prepare a draft report presenting all data obtained, include a summary of the data and recommendations including the following:

1. New asphalt and concrete pavement designs to meet current FAA requirements for airplane traffic based on traffic data provided by the airport for the new taxiway pavement.
2. Determine if any of the existing pavement can be salvaged for reuse.
3. New asphalt and concrete pavement designs to meet current MAG Standard Specifications as amended by Prescott for auto and light truck traffic for new parking lots and access drives.
4. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
5. Local excavation and trenching conditions and stability considerations.

Once the design team has reviewed the draft report, we will issue a final report with resolution of all comments.

We propose to provide the services set forth herein for the following lump sum amount, which includes engineering and reimbursable expenses and 2 copies of the report. An electronic (pdf format) copy can be emailed upon request. Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of \$25.00 per report. Charges for our services have been determined on the basis of our Prescott Municipal Airport On-Call Contract.

Pavement Design Report

\$ 2,500.00



We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please attach this proposal to your standard contract for professional services.

Respectfully submitted,
SPEEDIE & ASSOCIATES, INC.

Gregg A. Creaser, P.E.
President



August 21, 2018
~~August 23, 2018 (revised)~~
 August 30, 2018 (revised)

Mr. Charlie McDermott, LEED AP
 Aviation Planning Manager
 Dibble Engineering
 7878 North 16th Street
 Phoenix, AZ 85020

RE: Prescott Municipal Airport (PRC) – Terminal Schematic Design (30%)
 Architectural and Engineering Services
 Scope and Fee

Dear Charlie:

We are very pleased for this opportunity to submit an Architectural and Engineering Services scope and fee proposal for the Prescott Municipal Airport (PRC) Terminal. This scope includes services for 30% design of the Terminal. This scope has been prepared in accordance with our understanding of the project based upon the Terminal Program dated 5/14/2018, the ongoing Airport Master Plan, the 2015 Terminal Building Site Assessment Final Report and the 7/30/2018 conference call.

SCOPE OF WORK – PROJECT DESCRIPTION:

The scope of this project is to provide Schematic Design (30%) services for the PRC Terminal project for the Short-term program, which includes a new 16,808 square-foot passenger terminal building, associated vehicle parking, a circulation layout for vehicle traffic adjacent to the passenger terminal, aircraft parking for two gates and associated aircraft apron. The design team will take the Long-term program into design consideration so that growth can be accommodated in the future. The Long-term is defined for 50,000 enplanements and a total 33,093 SF terminal building. Associated parking, vehicle circulation, aircraft parking and apron will also be allocated.

Prescott Municipal Airport Terminal Program Summary		
	Short-term	Long-term
Annual Enplanements	25,000	50,000
Gross Terminal Building Space	16,808 SF*	33,093 SF*

PRINCIPALS
 Steve Rao, President
 Mark Dee, Exec VP
 Peter Pascu, Exec VP
 Dwight Todd, Exec VP
 Sandra Kukla, Exec VP
 Adam Sprenger, Exec VP
 Michael Braun, Exec VP
 Michael Haake, Chairman

ASSOCIATES
 Philip Ralston
 Kiyomi Kurooka
 Nithya Rachel Jebaraj
 Mark Fuls
 Melissa Wolter
 Jenia Lynn
 Sean Warfield
 Athavan Rajasundaram
 Mary Ann Modzelewski



DESIGN SERVICES:

Basic Design and Engineering: The following tasks are included in this proposal.

- Schematic Design (30%)

Additional Design and Engineering:

- Wayfinding Signage
- Special Systems
- Landscape Design
- Cost Estimating

Schematic Design (30%):

- A. Stakeholder Workshops: With the recommendations from PRC, a stakeholder workshop group will be defined. This group may consist of the airport staff, advisory members, tenants, and representatives from the city. Once the group and the initial site design is established three workshops will be conducted by the design team. Summaries will be provided.
 - Visioning: The Visioning session's purpose is to receive input from stakeholders on their vision, goals, and critical priorities for the project.
 - Concept: The design team will provide concept options for discussion and selection.
 - Review: The final workshop is the schematic design review, in preparation for the final submittal and presentation to the city council.
- B. Schematic Design: The schematic design phase of the project encompasses concept design which develops initial options based on the program. This is the opportunity to define the facilities operations, functionality, and various components to a conceptual level of detail. The concept design options are then reviewed, weighing their pros and cons. An option is then selected for refinement to a final schematic design submittal.
 - Site design: The design team will create up to three initial options for PRC review. The site design will include the layout for the terminal building, associated vehicle parking (based on demand), circulation layout for vehicle traffic adjacent to the passenger terminal (curb length), aircraft parking for two gates and associated aircraft apron. One option shall be selected by PRC for further development of the building design.
 - Building design: Up to three initial concept options will be developed for PRC review. One or two options will be selected for further development and presentation to stakeholders. Concept design options will be represented in color floor plans and 3D views. Once a direction for conceptual design is established DWL shall refine that option to the to approximately 30% design level to include architectural plans, elevations and renderings as required to illustrate the scale and relationship of project components in enough detail for the cost estimate.
 - Renderings: Three renderings are included, Landside view, Airside view and an interior view.
 - Code: An initial code analysis will be provided.
 - Schematic drawings and narratives for the basis of design shall be provided for structural, mechanical, plumbing, electrical, special systems, wayfinding and landscape.
 - Interior Design: Based on the stakeholder visioning workshop, up to 3 options for materials and finishes palette will be provided. An option shall be selected for schematic design refinement. The intent is to define a palette and establish the finish level for schematic cost estimating.



- Baggage handling systems will be indicated on the architectural drawings sufficient for rough order of magnitude cost. During the schematic design process, the team and PRC will determine the complexity of the BHS system. The delivery method will be recommended and determined during the SD phase.
 - Furnishings, Fixtures & Equipment will be indicated on the plans as necessary for Rough Order of Magnitude (ROM) allowance. Selections or specifications are not included.
 - An Outline of required specifications are included in this phase as required by FAA 30% submittal.
- C. Existing Conditions and Program Refinement:
 - A survey in CAD will be provided to DWL which shows existing conditions. Known underground utilities will also be provided to DWL.
 - DWL shall create an existing base site plan in REVIT for use in developing the concepts.
 - The Electrical engineer will review the existing power for the site.
 - Because the program has been recently defined by this team, no further major refinement is anticipated. As the design evolves, the program will be updated.
- D. Life Cycle Building Systems Analysis:
 - Structural and exterior envelope: The design team shall propose applicable structural system and exterior envelope options, provide pros and cons and develop a rough order of magnitude construction cost.
 - Mechanical HVAC: The design team shall complete life cycle cost analysis of up to three different mechanical systems and provide a report with a recommended system.
- E. Cost Estimating: A cost estimate shall be performed at the conclusion of schematic design for the Short-term program. Cost estimating services include the structural and exterior envelope rough order of magnitude cost analysis.
- F. Design Schedules:
 - DWL estimates the Schematic Design (30%) will be completed in 12 weeks, which we assume is the delivery of the final schematic design exhibits and the cost estimate.
 - The construction start is approximately September 2019.
- G. Project Phasing: DWL will develop conceptual phasing exhibits that show how the terminal will be developed from demolition of existing structures to short-term and long-term programs.
- H. Meetings:
 - Stakeholder Workshops include Visioning, Concept and Review. Each workshop shall be a half-day on-site meeting with the Stakeholder group. Design team attendance includes Dibble, DWL and Michael Taylor Architects, Inc. (MTAI). Building engineers are not anticipated to attend. Norris is anticipated to attend two workshops.
 - Design Meetings with PRC: Three on-site meetings (additional to Stakeholder workshop) and approximately seven conference calls with airport staff. Attendance includes airport staff, Dibble and DWL. Building engineers, MTAI and Norris are expected to attend up to one on-site meeting, and four conference calls.
 - Design Coordination: Design team coordination meetings are anticipated at regular intervals as needed. Meetings with MTAI and Frost Engineering will be by conference call or will occur in Prescott.



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) On-site meetings beyond those listed in Design Services.
- 2) Services from other engineers or consultants and beyond this project's scope will not be provided at this time, such as acoustic engineering and baggage handling systems (BHS). BHS design excludes programmable logic controller (PLC) conveyor sorting design for EDS machines.
- 3) Tests or investigations requiring demolition of existing construction or other types of forensic investigation are not included.
- 4) Assessment and field verification of site or existing terminal is not included.
- 5) LEED assessment and services.
- 6) Value Engineering. (VE)
- 7) Deliverables beyond those described below.

ASSUMPTIONS:

- 1) The construction contract delivery method has not been determined, however, is anticipated to be CM at Risk or Design/Bid/Build. The delivery method will be defined at the completion of 30% Design.
- 2) Reimbursables include project related expenses such as lodging, travel per diem, mileage, courier, webex, printing, and copying (in or out of office).
- 3) Dibble holds the prime contract and will perform overall project management, communications with PRC, civil engineering and survey for the project.
- 4) Dibble will lead the assembly of Basis of Design report, with the DWL team providing the necessary components.
- 5) Dibble will supply DWL the following items.
 - a. Base Map in AutoCAD
- 6) Subconsultants included in this proposal include the following:
 - a. Frost Structural Engineering (Structural)
 - b. Michael Taylor Architects, Inc. (Associate Architect)
 - c. LSW Engineers (Mechanical, Plumbing, Electrical and Special Systems)
 - d. Norris Design (Landscape)
 - e. CCMC (Cost Estimating)

DELIVERABLES:

Deliverables for the previously described scope include:

- Schematic Design – 11x17 color packet
- Three Renderings
- 30% FAA design submittal (plans and outline of required specifications)
- Life-Cycle cost analysis for structural, exterior envelop and mechanical system
- Schematic level phasing exhibits
- Schematic Cost Estimate
- Presentation format of Schematic Design. PDF or Power point



COMPENSATION

We propose to provide the previously mentioned design services as a Lump Sum fee as follows:

Basic Design & Engineering Services		\$148,634
DWL (Architectural)	\$115,794	
Sub Consultants (Structural, MPE)	\$32,840	
Additional Design & Engineering Services		\$25,930
DWL (Wayfinding Signage)	\$2,546	
LSW (Special Systems)	\$2,720	
Norris Design (Landscape)	\$7,200	
CCMC (Cost Estimating)	\$13,464	
Reimbursable Expense		\$2,550
Grand Total		\$177,114

I have attached a proposed hourly breakdown for your review.

Once again, we are very grateful for this opportunity and look forward to working with you and the PRC Team. If you have any questions or require further explanation regarding any item, please do not hesitate to contact me or Steve Rao.

Sincerely,

DWL ARCHITECTS + PLANNERS, INC.

Sandra Kukla, AIA, LEED AP
Executive Vice President

SMK.kk

cc: Steve Rao
Kathryn Maxwell
Mary Ann Modzelewski
Kiyomi Kurooka

Attachment: PRC New Terminal 30% Design Proposal (2164 : New Terminal Design)

DWL ARCHITECTS + PLANNERS, INC.

Construction Budget \$6,500,000

Prescott Municipal Airport (PRC) - Terminal Schematic Design (30%)

Dibble Engineering, Inc. (Prime)

COMPENSATION ESTIMATE

08.30.2018 (revised 2)

**ARCHITECTURAL - Design Phase**

Labor Hours																							Task Total	
Task Description		Principal		Sr. Proj. Manager		Code Manager		QA/QC Architect		Project Architect		Apprentice Architect		Interior Design		Graphic Designer		CAD/BIM Technician		Specifier		Clerical N.A.		
		183.00	per hr.	132.00	per hr.	132.00	per hr.	127.00	per hr.	104.00	per hr.	83.00	per hr.	81.00	per hr.	81.00	per hr.	85.00	per hr.	111.00	per hr.		per hr.	
Basic Services		Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	
A, H	Stakeholder Workshops & Meetings	42		42		0		0		0		0		10		0		0		0		0		14.04
			7,686.00		5,544.00		0.00		0.00		0.00		0.00		810.00		0.00		0.00		0.00		0.00	
B, C.	Schematic Design	40		132		4		4		168		200		110		40		0		20		0		74.22
			7,320.00		17,424.00		528.00		508.00		17,472.00		16,600.00		8,910.00		3,240.00		0.00		2,220.00		0.00	
D	Life Cycle Analysis	2		16		0		0		0		20		0		0		0		0		0		4.13
			366.00		2,112.00		0.00		0.00		0.00		1,660.00		0.00		0.00		0.00		0.00		0.00	
All	Coordination/Management	24		96		0		0		0		20		0		0		0		0		0		18.72
			4,392.00		12,672.00		0.00		0.00		0.00		1,660.00		0.00		0.00		0.00		0.00		0.00	
G	Project Phasing	2		20		0		0		16		0		0		0		0		0		0		4.67
			366.00		2,640.00		0.00		0.00		1,664.00		0.00		0.00		0.00		0.00		0.00		0.00	
	BASIC SERVICES TOTAL	110		306		4		4		184		240		120		40		0		20		0		1028
			20,130.00		40,392.00		528.00		508.00		19,136.00		19,920.00		9,720.00		3,240.00		0.00		2,220.00		0.00	\$115.79
Other Design & Engineering																							115.79	
	Wayfinding Signage	2		4		0		0		0		16		0		4		0		0		0		2.54
			366.00		528.00		0.00		0.00		0.00		1,328.00		0.00		324.00		0.00		0.00		0.00	
	ADDITIONAL SERVICES TOTAL	2		4		0		0		0		16		0		4		0		0		0		26
			366.00		528.00		0.00		0.00		0.00		1,328.00		0.00		324.00		0.00		0.00		0.00	\$2.54

TEAM SUMMARY

Discipline	Basic Services					Add'l Services	Allowance	Totals
	Schematic Design	Design Development (DD)	Construction Documents (CD)	Pre-construction Services				
Basic Design & Engineering								
Architectural - DWL	115,794.00	Design Development (DD), Construction Documents (CD) & Pre-construction services is not included at this time.						115,794.00
Architectural - MTAI	7,200.00							7,200.00
MPE - LSW	15,540.00							15,540.00
Structural - Frost	10,100.00							10,100.00
Subtotal	148,634.00	0.00	0.00	0.00	0.00	0.00		
Basic Design & Engineering Sub-Total								\$148,634.00
Other Design & Engineering								
Wayfinding - DWL	2,546.00							2,546.00
Special Systems - LSW	2,720.00							2,720.00
Landscape - Norris	7,200.00							7,200.00
Cost Estimate - CCMC	13,464.00							13,464.00
Subtotal	25,930.00	0.00	0.00	0.00	0.00	0.00		
Other Design & Engineering Sub-Total								\$25,930.00
Total								\$174,564.00

REIMBURSABLE EXPENSES

Firm	Expense	
DWL	Lodging, travel per diem, Mileage, Printing, Courier - Billed only as needed	1,500.00
LSW		400.00
Norris		650.00
Total Reimbursable		\$2,550.00

DWL_PRC Terminal SS 08302018-R2
8/30/2018



Michael Taylor Architects, Inc.

August 23, 2018

Ms. Sandra Kukla, AIA
DWL Architects
2333 N. Central Ave.
Phoenix, AZ 85004

RE: Revised Scope of work
Prescott Airport Terminal Building

Ms. Kukla,

Michael Taylor Architects, Inc. (MTAI) are pleased to have been selected for your team for the Prescott Airport Terminal Building project. This letter is intended to confirm the scope of services that MTAI will provide during the initial design effort.

MTAI anticipates participation in the following:

1. Consultant Meetings via conference call as required (up to 4 calls).
2. Stakeholder Workshop #1: Visioning (At Owner).
3. Stakeholder Workshop #2: Concept (at Owner).
4. Stakeholder Workshop #3: Review (at Owner).
5. Assist DWL with preparation for stakeholder meeting including assembling visioning boards. MTAI will provide design input and QA/QC based on local jurisdiction and regional character. Also included are miscellaneous phone calls, research and participation in the process.

We propose invoicing hourly for the actual time invested in the project with a maximum not-to-exceed fee of \$7,200.00.

Our current rates are:

Architect	\$120/hour
Project Manager	\$ 90/hour
Drafting	\$ 75/hour
Clerical	\$ 40/hour

Respectfully submitted,

Michael Taylor, AIA
Michael Taylor Architects, Inc.

FROST Structural Engineering

1678 Oaklawn Drive
Prescott, AZ 86305

Phone: 928.776.4757
Fax: 928.776.4931
www.frost-structural.com

PROJECT PROPOSAL AND AGREEMENT**Client Name: DWL Architects + Planners, Inc.**

Attn : Sandra M. Kukla, AIA, LEED AP
Address: 2333 N. Central Avenue
Phoenix, AZ

Phone: 602.264.9731
Fax: 602.264.1928
E-mail: kukla@dwlarchitects.com

Project Name: PRC Terminal; 30% Schematic Design

6500 Mac Curdy Drive
Jurisdiction: Prescott, AZ

Description: Structural Engineering Services for a new 16,808 SF one story Facility. Design Services will be Schematic or Preliminary in nature up to 30% of a completed design. Explore different structural systems. Client will be using AutoCAD Revit to communicate about the project. Finish product to be a Schematic Framing/Foundation Plans, Member Schedules, and Narrative or Notes describing proposed connections and materials.

Schedule: TBD

Scope of Work: Engineer - Structural Engineering; Design; Analysis; Calculations.
Engineer - In-House Preparation of Construction Documents.
CAD - Computer Aided Drafting. Structural Plans, Details or GSN.

Engineering	\$6,750	
Drafting	\$3,350	
Total:	\$10,100	Hourly NTE this amount

Notes: - None

If Fee, Scope and Terms are acceptable; sign and return this Proposal to FSE for work to commence. Any proposal which is not accepted within one year is considered void. Unless noted otherwise herein, this Fee DOES NOT include our time AFTER a Permit is issued. Also, Alternates, Options, Additions, or Extra's not described herein; or not described in the original documents provided to FSE to produce this Estimate - will be considered additional services or a modification to this estimate. Additional Services are based on our standard hourly rates or the rates used to estimate the original fees.

Signature _____

Title _____

Date _____



LSW Engineers
ARIZONA, INCORPORATED

August 20, 2018

DWL Architects + Planners Inc.
2333 North Central Ave
Phoenix, AZ 85004

Attn: Sandra M. Kukla, AIA, LEED AP

Re: PRC Terminal Schematic Design
LSW Proposal No. PR2018-321 (Rev-3)

Ms. Kukla:

We are pleased to offer our engineering services for the new Terminal building at Prescott Municipal Airport (PRC) in Prescott, AZ.

PROJECT UNDERSTANDING

This project is understood to be an approximate 17,000 square foot new single-story terminal building serving Prescott Municipal Airport. Associated parking and vehicle circulation will be developed. Two passenger gates will be provided. The design will consider and allow for future expansion to an approximately 33,000 square foot terminal. We will reference the Prescott municipal airport terminal program study dated May 14, 2018 provided by your office for our design. This proposal is to provide a schematic design (30%) of the terminal.

Our mechanical, plumbing, electrical and technology 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 a Schematic Design deliverable as defined below. The design duration for this project is estimated to be twelve weeks.

Schematic Design

1. Basic schematic level design drawing showing the engineering systems intended for this project.
2. Written narrative describing the engineering systems intended for this project.
3. Assisting the architectural design team with the engineering systems space requirements in the development of the schematic building floor plan.

Attachment: PRC New Terminal 30% Design Proposal (2164 : New Terminal Design)



DWL Architects + Planners Inc.
 LSW Proposal No. PR2018-321 (Rev-3)
 August 20, 2018
 Page 2

4. Complete life cycle cost analysis of up to three different mechanical systems and provide a report with a recommended system.
5. Evaluate the existing site electrical and develop concepts for supply of the new terminal.

SCOPE OF WORK

General

Our scope will include the following general engineering services for the project:

1. Design to a schematic design level of the mechanical, plumbing, electrical and technology systems.
 - a. Mechanical, plumbing, and fire sprinkler systems are limited to the terminal building.
 - b. Electrical systems include the power, lighting, and fire alarm systems for the terminal building, site power distribution to the terminal, and site lighting (land side and apron). Airfield lighting is not included. Power and lighting associated with airfield shade structures is not included.
 - c. Technology systems include the structured cabling system, telecommunications rooms, access control and monitoring systems, CCTV systems for the terminal building and site communications distribution to the terminal building.
2. Attend up to four teleconference meetings.
3. Each discipline (mechanical/plumbing, electrical, and technology) will attend up to one on-site meeting.
4. Investigate site electrical conditions (one site trip).
5. Our reimbursable expenses include mileage for travel to the site on up to three separate occasions.

PROFESSIONAL FEE

Our fee for the work outlined above is a lump sum amount is as follows:

Basic Services

MPE Schematic Design	\$15,540.
----------------------	------------------

Supplemental Services

Technology Systems Schematic Design	\$2,720
-------------------------------------	----------------

Estimated Reimbursable Expenses is **\$400.**



DWL Architects + Planners Inc.
LSW Proposal No. PR2018-321 (Rev-3)
August 20, 2018
Page 3

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.

CLIENT SERVICES

Services requested of the Client and/or Owner include the following:

1. Provide access to the building maintenance staff to answer questions.
2. Provide a PDF set of the drawings at each established deliverable.

EXCLUSIONS

1. Cost estimating.
2. Meetings or teleconference meetings beyond those listed.
3. Design beyond the 30% schematic design.
4. All work associated with LEED certification of the project.

ADDITIONAL SERVICES

Additional services will be performed on an hourly basis at our standard billing rates or a separate fixed fee contract as determined by your firm.

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. PR2018-321 (Rev-3)
August 20, 2018
Page 4

We appreciate this opportunity and look forward to working with your firm on this project.

Regards,

LSW ENGINEERS ARIZONA, INC.

Adam J. Bagby, P.E.
Vice President

AJB:CEK:nj

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.: _____

F:\MKT\01 - PROPOSAL\2018\PR2018-321 - PRC Terminal\PR2018-321 Rev-1 fee PRC Terminal 15%.docx

Attachment: PRC New Terminal 30% Design Proposal (2164 : New Terminal Design)

August 21, 2018
 Revised: August 23, 2018

DWL Architects and Planners, Inc.
 Sandra Kukla
 Executive President
 2333 N. Central Avenue
 Phoenix, Arizona 85004

Prescott Municipal Airport

Prescott, Arizona
 Scope of Work for Professional Landscape Architecture Services

PROJECT DESCRIPTION

The scope of this project is to provide professional Landscape Architectural services through Schematic Design (30%) for the Short Term Prescott Municipal Airport (PRC) Terminal project. This project includes: a new 16,808 square foot passenger terminal building, associated vehicle parking and circulation, aircraft parking for two gates and an associated aircraft apron. The Long term program will be taken into consideration so that future additions can be easily accommodated.

Task 1: Schematic Design

Norris Design will work closely with the Design Team to prepare up to three (3) Concept Options for the Stakeholder Workshops and one (1) Schematic Landscape Plan (30%). This task shall include:

- A. Coordination with the Design Team
- B. Three (3) rendered Site Concept Options for use in the Stakeholder Meetings
- C. Precedent images of pedestrian oriented hardscape and planting design formatted for the 11x17 booklet
- D. One (1) Schematic Landscape Plan formatted for the 11x17 booklet
- E. Cost Estimate Review
- F. Provide irrigation tap requirements
- G. Provide an Internal Quality Assurance Review

Task 2: Meetings

Norris Design shall attend Workshops, Meetings and Conference Calls throughout the Schematic Design Process to provide input on pedestrian oriented hardscape and planting design. This task shall include:

- A. Attend two (2) Stakeholder Workshops
- B. Attend four (4) Conference Calls

OPTIONAL TASKS

Optional Task 3: 3D Composite Visualizations

Norris Design is available to prepare 3D composite visualizations for the project to capture the proposed design concept. We will coordinate with the Design Team to integrate the site design including: architecture, landscape and lighting into the visualizations. We will utilize our GPS technology and Professional Photography services to create high resolution imagery that is tied to an accurate geo-referenced photo location. These visualizations can be birds eye views and eye level views as needed.

AGREEMENT QUALIFICATIONS

A. Assumptions

The Owner shall provide to Norris Design the following information or services as required for performance of the work. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information.

1. Civil Engineering Base Plans in AutoCAD
2. Architectural Plans and Elevations in AutoCAD
3. Soils/Geology Reports
4. ALTA Survey
5. Topographic Survey

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement. The following information is not a part of the agreement and would be provided under a separate agreement or as Additional Services if required.

1. Additional meetings beyond those listed above
2. 3D Visualization Graphics
3. Engineering (i.e. – Civil, Electrical, Structural, Mechanical, Traffic, etc.)
4. Design of Structures
5. Signage and Monumentation
6. Irrigation Design beyond what is listed above
7. LEED Certification
8. Photometric/Lighting Plans
9. Value Engineering
10. Design Development
11. Construction Documents
12. Construction Administration

C. Definitions

The following definitions are provided to give clear understanding of terms that may be used to describe the Scope of Work within Tasks listed throughout this agreement.

<u>Term</u>	<u>Definition</u>
Attend	Norris Design will be present at meetings and hearings as described in the task action items
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by Norris Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents and products generated by Norris Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by Norris Design

Provide
Minor Revisions

Plans, documents and products made available by Norris Design
Revisions requiring less than 25 percent of the original time spent on a drawing, document or total task item

TERMS AND CONDITIONS

A. Norris Design and Client agree to the Prime Consultant Agreement (AIA C401).

B. Standard Hourly Rates

Principal	\$ 130.00/Hour
Senior Associate	\$ 120.00/Hour
Associate	\$ 100.00/Hour
Project Manager	\$ 90.00/Hour
Designer	\$ 85.00/Hour
CADD	\$ 75.00/Hour
Clerical	\$ 50.00/Hour

C. Fee Schedule

Task 1: Schematic Design	\$ 5,200
Task 2: Meetings	\$ 2,000
Total Fee Estimated Not to Exceed*	\$ 7,200
*Excluding Expenses	\$500

Optional Services

Optional Task 3: 3D Composite Visualizations \$ 3,000 +/- per view

D. Acceptance and Agreement

Norris Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal. If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

Norris Design-AZ, LLC.

Norris Design-AZ, LLC.

DWL Architects + Planners,
Inc.



Joel Thomas, PLA

Name

Principal

Title

August 23, 2018

Date



Aaron Hayne, LEED -AP

Name

Senior Associate

Title

August 23, 2018

Date

Name

Title

Date



CCMC Construction Cost Management Consultancy

3402 East Camelback Road

Phoenix, AZ 85018

Phone (602) 633-2105

Fax (602) 237-5748

20th August, 2018

DWL Architects + Planners, Inc

2333 N. Central Avenue,

Phoenix, AZ 85004-1352

Attention: Sandra Kukla

Re: Prescott Municipal Airport (PRC) – Terminal Revised Fee Proposal for Cost Estimating

Dear Sandra,

Further to your request, I am submitting this revised fee proposal to provide you with cost estimating on the above project. I trust I have interpreted correctly the scope of the project and cost estimating service to be completed.

Scope of project:

- New 16,808 SF passenger terminal building for the Short term
- Associated parking
- Circulation layout for vehicle traffic adjacent to the passenger building
- Aircraft parking for two gates
- Associated aircraft apron

Cost Estimating:

Analysis of structural and exterior envelope:

- Prepare rough order of magnitude costs ROM's for structural and exterior envelope options
- | | | |
|-----------------------------------|----------------------------|--------------------|
| Senior Cost Estimator - allowance | 24 hours @ \$ 110.00 / hr. | \$ 2,640.00 |
| Total HNTE for ROM's | | \$ 2,640.00 |

Schematic Design (30%):

- Attendance at team / consultants meetings as required
 - Prepare a cost estimate at Schematic Design (30%)
- | | | |
|--|----------------------------|--------------------|
| Certified Cost Professional | 32 hours @ \$ 132.00 / hr. | \$ 4,224.00 |
| Senior Cost Estimator | 60 hours @ \$ 110.00 / hr. | \$ 6,600.00 |
| Lump Sum Fee for Schematic Design (30%) | | \$10,824.00 |

Attachment: PRC New Terminal 30% Design Proposal (2164 : New Terminal Design)

Exclusions:

- (i) Life cycle costs for HVAC systems
- (ii) Cost estimating work associated with the Long term program
- (iii) Cost estimating special systems installation
- (iv) Cost estimating for F.F.E.
- (v) Exclusions identified by DWL in their scope proposal
- (vi) Value engineering
- (vii) Reimbursable reimbursable expenses which will be billed at cost

Additional services will be chargeable at the hourly rates listed above or for a mutually agreeable fee to be determined

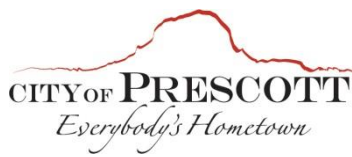
I trust this revised proposal meets with your approval. Should you have any questions or need any clarification please do not hesitate to contact me.

Sincerely



Adriana Crnjac

Certified Cost Professional

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **9-11-18**

DEPARTMENT: **City Manager**

AGENDA ITEM: Review and Approval of City Contract No. 2019-098, with Prescott Chamber of Commerce for the State of Arizona's Official Visitor Center. The contract amount is \$25,000.00 per year, for a three-year term, coming from the Transient Occupancy Bed Tax.

Approved By: Michael Lamar, City Manager

Item Summary

Approval of agreement with Prescott Chamber of Commerce.

Background

The Prescott Chamber of Commerce came to the Tourism Office with a sponsorship proposal designed to support the Official Visitor Center. The proposal was presented to the Tourism Advisory Committee on August 16, 2018. The TAC voted in favor of a recommendation to the City Council that they approve this sponsorship.

The Center is designated by the State of Arizona as an Official Visitor Center and to date receives 30,000 visits per year.

Presently funded by membership and sponsorships, it costs a little over \$50,000.00 a year to operate the Visitors' Center. By selling maps and other miscellaneous items, the Visitor's Center raises about \$22,000.00. There are about 35 volunteers that manage the center seven (7) days a week. The additional funding will be used keep a steady flow of funding and do minor repairs to keep the Center in decent condition.

The Chamber is requesting help and support to enhance the tourism experience.

There is funding available through the Transient Occupancy Bed Tax.

Financial Impact

The contract amount is \$25,000.00 per year, for a three-year term, coming from the Transient Occupancy Bed Tax.

AGENDA ITEM: Review and Approval of City Contract No. 2019-098, with Prescott Chamber of Commerce for the State of Arizona's Official Visitor Center. The contract amount is \$25,000.00 per year, for a three-year term, coming from the Transient Occupancy Bed Tax.

Attachments

1. City Contract 2019-098 with Prescott Chamber of Commerce

Recommended Action: **MOVE** to approve City Contract No. 2019-098.



**Prescott Chamber of Commerce
2018 – 2019 Partnership with the
City of Prescott Tourism Office
City Contract No. 2019-098**

(First right of refusal – 3 year commitment)

**Sponsorship Investment - \$25,000 – annually to Support the
Prescott Chamber of Commerce – Visitor Information Center
Lead Partner**

Based upon event specifics, this sponsorship investment offers the following benefit opportunities to **City of Prescott Tourism Office**.

1. Provides access and visibility to the Prescott area.
2. Supports credibility.
3. Targets new tourism market segments.
4. Gives one year of direct marketing exposure to visitors and residents.
5. Supports areas community engagement.
6. Provides marketing visibility.
7. Enhance the Tourist Experience.
8. Prescott Chamber of Commerce to support sales efforts to bring Tourist Groups to Prescott, by planning FAM Tours, Sales Calls and Supporting Convention Services needed for groups coming to Prescott. Such as Material for Welcome Bags.
9. Work with the City of Prescott and Tourism Office to have a Community Calendar.
10. Open 7 days a week for Tourist and Residents.

Partnership Proposal Includes:

- Annual Membership
- Table of 10 at the Annual Meeting in January, 2019
- **New** – Veterans' Quarterly Business Mixers and Heroes Night program
- **New** – 2018 – Prescott Chamber Business Award Sponsorship
- 2018 - 2019 E-Newsletter (Unlimited)
- **New** – Interview on Prescott Chamber Business Beat TV Show
- All-inclusive E-Communication sponsorship
- Banner Ad for 12 Months on Chamber website
- Prescott Chamber to work with the Tourism Office to create other new partnership not yet discovered.
- Support of operating the State Designated Visitor's Information – 7 days a week open to the public
- Support of the Calendar of Events – 100,000 distributed annually
- Support the Visitor Center to enhance the Tourist Experience

City of Prescott Tourism Office Partnership Proposal 2018 - 2019

New – Veterans’ Quarterly Business Mixers and Heroes Night

Veterans’ Quarterly Business Mixers

2018 - 2019

Sponsorship includes the following:

- Full year exposure supporting the Veteran’s Quarterly Business Mixers
- Network with a dynamic group of Veteran Owned Businesses

Heroes Night – 2019

Sponsorship includes the following:

- Supporting the Awards
- Reservations for 10 to attend the event
- Signage at event and on all marketing material
- Supporting those who have served in the following Service:
Prescott Police Department, Prescott Fire Department, Yavapai College
Police Department, Tribal Police, Yavapai County Sheriff’s, American
Legion Veteran Volunteer of the Year, VFW Volunteer of the Year, ERAU
SVO/ROTC Veterans/Cadets of the Year.

New – Prescott Chamber Business Awards 2018

Thursday, October 11, 2018 @ 8 a.m. at the Prescott Resort

Sponsorship includes:

- “Naming Rights” – Name linked with chosen award
- Award presentation to winner at event
- Premier recognition in event program & press releases
- Exclusive seating for ten

Friends of the Grand Marshal Gala and Friends of the Parade Award

Thursday, November 29, 2018 and Saturday, December 1, 2018

Sponsorship includes the following:

- Recognition and 4 reservations at the Grand Marshal Gala
- Logo on Event Page of the Chamber website with a link to your website.

Marketing Opportunities

- **New** - 2018 E-Newsletter (12 Articles) - in our Bi-Monthly E-Newsletter.
- 2018 Banner Ad for 12 Months on Chamber website with a link
- Recognition at all Chamber Events
- Social Media recognition
- Video’s played in the Visitor’s Information Center

The Prescott Chamber of Commerce is grateful for its partnership with City of Prescott and the City of Prescott Tourism Office, and will monthly to ensure all details of the partnership is executed timely to assure success and exposure.



**City of Prescott Tourism Office
Partnership Proposal 2018 – 2019**

This is to confirm the sponsorship agreement between the **Prescott Chamber of Commerce** and City of Prescott Tourism Office for **2018 – 2019 Partnership (3 year term)**. 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. Failure of either party to perform the material commitments contained in this Agreement will constitute a breach of contract, for which either party may terminate the Agreement with ten (10) days written notice to the other sent by regular U.S. Post to either party's regular mailing address.

By signing this agreement, I accept the terms of the agreement (above) and agree to be a sponsor for the amount of **\$25,000.00** to be paid upon return of this agreement.

CITY OF PRESCOTT

GREG L. MENGARELLI, MAYOR

DATE

ATTEST:

MAUREEN SCOTT, CLERK

APPROVED AS TO FORM AND CONTENT:

JON PALADINI, CITY ATTORNEY

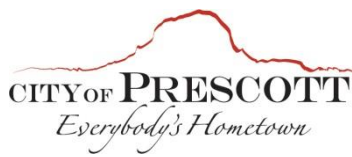
DATE

Prescott Chamber of Commerce

SHERI HEINEY, PRESIDENT & CEO

DATE

Please return this form by mail to
Prescott Chamber of Commerce, attn: Sheri Heiney
117 W. Goodwin Street, Prescott, AZ 86303 or E-mail: sheri@prescott.org .
Phone: 928-445-2000 Fax: 928-445-0068
Thank you for your support of the Prescott Chamber of Commerce!



COUNCIL AGENDA MEMO

MEETING DATE/TYPE: **VOTING MEETING** **9-11-18**

DEPARTMENT: **Public Works**

AGENDA ITEM: Approval of Construction Cost Reimbursement to Creekview Housing, LLC, in accordance with previously approved City Contract No. 2018-243, "Creekview Village Development Agreement" in an amount not to exceed \$556,524.28 for construction of sewer and drainage improvements across the Creekview Village Development and Award of City Contract No. 2019-093 to Lyon Engineering for Post Design Services for water, sewer and drainage improvements in and near the Creekview Village Development in an amount not to exceed \$54,900.00. Funding is available in the Wastewater and Streets Funds.

FUNDING SOURCE: Streets Fund, Wastewater Fund

Approved By: Michael Lamar, City Manager

Item Summary

This item is to approve a construction cost reimbursement to Creekview Housing, LLC in accordance with previously approved City Contract No. 2018-243, 'Creekview Village Development Agreement' (DA) in an amount not to exceed \$556,524.28 for construction of sewer and drainage improvements across the Creekview Village Development property. This item will also award City Contract No. 2019-093 to Lyon Engineering for Post-Design Services for water, sewer and drainage improvements in and near the Creekview Village Development in an amount not to exceed \$54,900.00. Creekview Housing, LLC will reimburse to the City the cost of Post-Design Services in accordance with the DA. The location of the project is shown on the attached vicinity map.

Background

Creekview Village is a 72-unit work force housing apartment project being developed on the east side of Miller Valley Road between Schemmer Drive and Rodeo Drive on APN 110-07-070 and APN 113-07-071B. At the June 26, 2018 City Council meeting a DA (City Contract No. 2018-243) was approved with Creekview Housing, LLC in support of the apartment project. The DA outlined responsibilities for the on-site and off-site public utility improvements.

In an effort to coordinate construction projects, the City accelerated the design of the portion of the Sundog Trunk Main, Phase C, which was already under design, to install the sewer trunk main alignment through the development property before site

AGENDA ITEM: Approval of Construction Cost Reimbursement to Creekview Housing, LLC, in accordance with previously approved City Contract No. 2018-243, "Creekview Village Development Agreement" in an amount not to exceed \$556,524.28 for construction of sewer and drainage improvements across the Creekview Village Development and Award of City Contract No. 2019-093 to Lyon Engineering for Post Design Services for water, sewer and drainage improvements in and near the Creekview Village Development in an amount not to exceed \$54,900.00. Funding is available in the Wastewater and Streets Funds.

improvements were constructed. Funding for design of this trunk main was in the FY18 and FY19 budgets and funding for construction of this portion of the trunk main was available in subsequent years.

In further effort to coordinate construction projects, the City accelerated design of drainage improvements, which were already under design, to be installed across Miller Valley Road and through the development property, discharging at Miller Creek, before site improvements were constructed. Funding for design to take flows from Schemmer Drive across Miller Valley Road was in the FY18 budget and funding for construction of these improvements was available in subsequent years.

Improvements to the water main in Miller Valley Road are needed to support the Creekview Village fire flow requirements. In an effort to provide coordination between several new utilities, the City provided the design for the required water main improvements, sewer main improvements and storm drain improvements, simultaneously.

The water, sewer and storm drain infrastructure improvements were bid together by Creekview Housing, LLC to receive the best price considering the economy of scale. In accordance with Section 4 of the DA, the City has the responsibility to cover the construction costs of the sewer improvements and the storm drain improvements. Also in accordance with the DA, Creekview Housing, LLC has the responsibility to cover the construction costs of the water improvements and the post-design services.

The signed DA is included as an attachment.

Bid Results

The complete utility construction project was bid out by Creekview Housing, LLC, per the terms of the DA, and the bids came in as the following:

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
ALC Underground, LLC	Chino Valley, AZ	\$815,037.66

Engineer's Estimate \$864,801.00

ALC Underground, LLC has worked on several City projects of similar size and is a responsible local contractor in the area. Verification of license, bonding, references, and past performance of similar projects has been completed by the City in accordance with the DA. Based on this information, the bid is deemed responsive and balanced.

City staff met with Creekview Housing, LLC, and has determined the portion of the bid that is related to sewer and storm drain installation and the portion of the bid that is

AGENDA ITEM: Approval of Construction Cost Reimbursement to Creekview Housing, LLC, in accordance with previously approved City Contract No. 2018-243, "Creekview Village Development Agreement" in an amount not to exceed \$556,524.28 for construction of sewer and drainage improvements across the Creekview Village Development and Award of City Contract No. 2019-093 to Lyon Engineering for Post Design Services for water, sewer and drainage improvements in and near the Creekview Village Development in an amount not to exceed \$54,900.00. Funding is available in the Wastewater and Streets Funds.

related to water installation. The evaluation determined that \$556,524.28 of the construction contract is attributed to sewer and storm drain installation costs and that \$258,513.38 is attributed to water installation costs. Since Creekview Housing, LLC is contracting for the full construction amount with ALC Underground, LLC the required reimbursement from the City will be for the sewer and storm drain installation costs only in the amount of \$556,524.28.

Project Schedule

Per the contract, all work must be substantially complete within 60 calendar days of the notice to proceed. Pending council approval of the construction cost reimbursement, the developer will award the contract to ALC Underground, LLC; the following milestones have been identified:

Award of Contract	September 17, 2018
Notice to Proceed (NTP)	September 17, 2018
Commence Construction	September 17, 2018
Completion	November 16, 2018

Financial Impact

Funding for the Construction and Post-Design Services Contract are available in the Wastewater and Streets Fund.

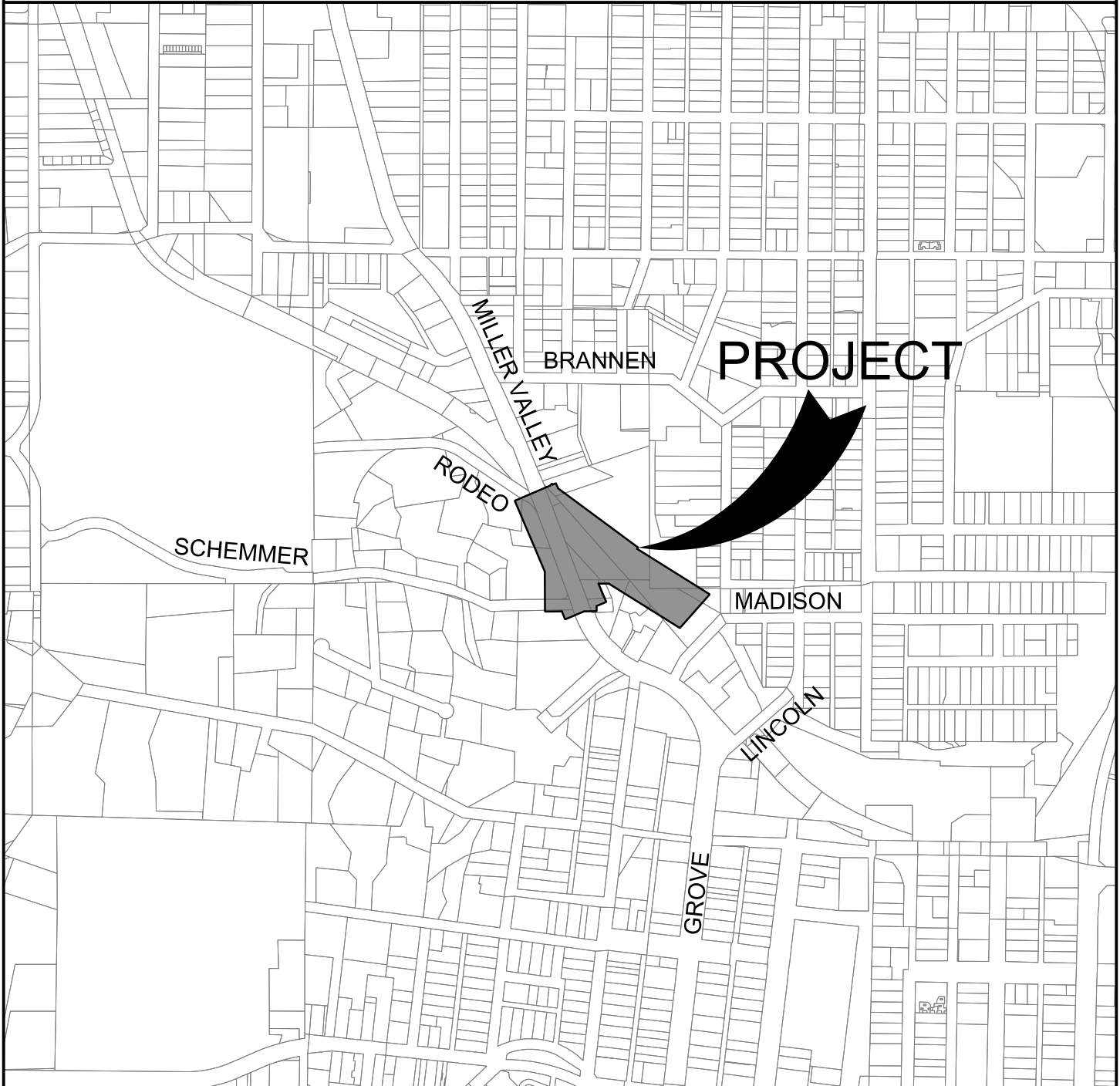
Attachments

1. Project Location Map
2. Post Design Services Proposal
3. 2018-243 Creekview Housing LLC DA

Recommended Action: MOVE to approve construction cost reimbursement to Creekview Housing, LLC per City Contract No. 2018-243 in an amount not to exceed \$556,524.28 and award City Contract No. 2019-093.

LOCATION MAP

NOT TO SCALE





*Sundog Trunk Main Phase C1
Post Design Services
City Project No. CIP1807-002*



Sundog Trunk Main Phase C1 Post Design Services City Project No. CIP1807-002 Scope of Work

Table of Contents

	Page
Overview	1
Task Series 1000 Post Design Engineering Services	1
Task 1100 Project Administration	1
Subtask 1110 Conferences and Meetings	1
Subtask 1120 Project Coordination	2
Subtask 1130 Requests for Information	2
Subtask 1140 Submittal Reviews	2
Subtask 1150 Record Drawings	3
Subtask 1170 Post Construction Results of Survey	3
Task 1200 Inspection Services	3
Subtask 1210 General Project Inspection	3
Subtask 1220 Engineers Certificate of Completion (ECC)	4
Subtask 1230 Site Visits	4
Subtask 1240 Substantial and Final Completion Inspections	4
Subtask 1250 Aerial Drone Services	4
Allowances	4
Contingency	4
Scope Assumptions	5

Appendices

Appendix A – Consultant Fees



**Sundog Trunk Main Phase C1
Post Design Services
City Project No. CIP1807-002**



Overview

Post Design services for the City of Prescott (City) Sundog Trunk Main Phase C1 Project (Project) will be performed by a consultant team led by Lyon Engineering & Surveying, Inc. (Engineer) & (Surveyor).

Tasks and requirements set forth in this Scope of Work have been generally defined by the following major elements:

- Construction Administration Services
 - Provide engineering support during construction
 - Coordination with utilities and operations
 - Communication facilitation and documentation
 - Field Inspection
 - Testing
 - Record Drawings

Task Series 1000 Post Design Engineering Services

The objective of post design engineering services is to assure that construction of the Project is carried out in accordance with the intent of the design and the requirements of regulatory agencies, with a minimum of disruption to ongoing activities of the stakeholders and roadway commuters.

As the Owner, the City will be the central point of contact for the Contractor and the Engineer. Instructions to the Contractor will be issued by the City per the construction contract.

Task 1100 Project Administration

The Engineer will provide administrative services to facilitate construction activities and communicate with the City regarding the construction progress. These tasks will include special coordination meetings, construction photographs, reviewing Contractor's redline markup as-built drawings on an on-going basis, coordination with City personnel, other Engineer management and coordination, maintain records and reports of construction inspection and testing activities, and general document maintenance and management. The Engineer will maintain a log of all work items, including RFIs, submittals, alternates, claims, etc.

Subtask 1110 Conferences and Meetings

The Engineer will attend on an as needed basis the meetings identified below. Other Project Team members will be requested to attend meetings as deemed necessary.



**Sundog Trunk Main Phase C1
Post Design Services
City Project No. CIP1807-002**



Meetings attended by the Engineer include:

- Construction Progress Meetings on a weekly basis (attended by Key Project Team members) as necessary. These meetings will be scheduled and coordinated by the Contractor.
- Work Coordination Meetings on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.
- Issue and RFI Resolution Meetings on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.
- Meetings with dry utility companies on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.

Subtask 1120 Project Coordination

The Engineer will coordinate with the City Project Manager communicating via phone calls or email during the course of the project. Such communications may include contractor progress, upcoming critical installation or inspection activities, overall quality and progress of work, clarification of special provision items, unforeseen or deficient construction items that are not covered by the Request for Information process (materials, weather damage or delay requests, etc.)

Subtask 1130 Requests for Information

The Engineer will act as main point of contact to the Project Manager and will be responsible for routing and maintaining records of Requests for Information (RFI). The Engineer will maintain a log of RFIs for monitoring the status and timeliness of responses. The Engineer Project Team will assist with the RFI response development in relation to their area of design responsibility with the Project Manager issuing the completed response to the Contractor and City. The Engineer will issue interpretations and clarifications of the requirements of the Contract Documents, as requested by the Contractor in a RFI or other format as deemed suitable by the City Project Manager, to facilitate proper fabrication, construction, or installation of the work.

The Engineer will evaluate, at City request, Contractor's claims to determine if they are justified under the Contract and will review Contractor's proposals for additional compensation and/or time relating to changes or claims. The Engineer will assist with the claim reviews as required.

Subtask 1140 Submittal Reviews

The Engineer will review product data, shop drawings, samples, test results, operations and maintenance manuals, and other data that the Contractor is required to submit. Submittals will be transmitted, processed and filed electronically. The Engineer will be responsible to distribute the submittals to the appropriate Project Team members and consolidate the reviews of different members into a single review to the Contractor. Such review and approval or other action will not extend to means, methods, sequences,



**Sundog Trunk Main Phase C1
Post Design Services
City Project No. CIP1807-002**



techniques or procedures of construction selected by Contractor, or to safety precautions and programs incident thereto. The Engineer will consolidate comments for multidiscipline submittal reviews for issuance to the Contractor. The City of Prescott will maintain a submittal log for monitoring the status and timeliness of responses. Pavement and concrete mix design will be reviewed and approved by the City of Prescott.

Subtask 1150 Record Drawings

The Engineer will develop record drawings based on Contractor field notes and redlines, and as-built field coordinates provided by the Surveyor. The drawings will be updated in CAD and delivered to the City as pdf, dwg or dgn and hard copies. The Engineer will submit three (3) full size sets, three half size sets, and three soft copy CDs to the City. The record drawing will be per the City of Prescott General Engineering Requirements Article 10 dated July 2016.

➤ Deliverables:

- Three (3) 22" x 34" copies of the Record Drawings
- One (1) 22" x 34" copy of the Record Drawings on Mylar
- One (1) CD containing the Record Drawings in PDF, dgn or dwg electronic format

Subtask 1170 Post Construction Results of Survey

The Surveyor place aluminum caps on an 18" rebar at corners based on City right-of-way or property purchases. The Surveyor will develop a Post Construction Results of Survey per Sections E of the City provided Attachment 'A' Rev 05/17.

➤ Deliverables:

- Three (3) 24" x 36" copies of the Post Construction Results of Survey
- One (1) 24" x 36" Post Construction Results of Survey on Mylar
- Post Construction Results of Survey in PDF and dwg electronic format

Task 1200 Inspection Services

The Engineer team will conduct as needed, daily inspections and special inspections, and coordinate for other required inspections, so as to ensure quality work and to prevent any delays to work progress and completion. The Engineer will perform the following:

Subtask 1210 General Project Inspection

The Engineer team will conduct daily inspections of roadway and drainage improvements based on the 60-calendar day construction schedule specified in the project Special Provisions. Daily inspection reports and project pictures will be provided to the City at the end of the project or at an interval of their choosing.



**Sundog Trunk Main Phase C1
Post Design Services
City Project No. CIP1807-002**



Subtask 1220 Engineers Certificate of Completion (ECC)

The Engineer team will conduct as needed, daily inspections of water and sewer construction to satisfy the requirements of the ECC and prepare the ECC with all supporting documentation, including all test results and supporting data, apply for and obtain Approval to Operate status from Yavapai County Environmental Services.

Subtask 1230 Site Visits

The Engineer will conduct occasional, periodic visits to the site to make spot checks of work-in-progress, review site conditions in response to an RFI or changes, or to assist in coordination of construction issues requiring their attention.

Subtask 1240 Substantial and Final Completion Inspections

The Engineer will coordinate with the City and conduct inspections jointly with the City and the Contractor to determine if the Project is substantially complete and will, before issuing a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction (punch list). Upon verification that the City is in agreement with the Substantial Completion determination, the Engineer will issue the Certificate of Substantial Completion and the punch list.

The Engineer will conduct a final inspection to determine if the finished Work has been completed to the standard required by the Contract Documents and that Contractor has fulfilled its obligations as required. This inspection will be based on the punch list and any other functional or operational deficiencies that occur in the time period between when the punch list is generated and the Final Inspection. Once it has been determined that the Work is finished and complete and the City is in agreement with the determination, the Engineer will recommend, in writing, final payment to Contractor.

Subtask 1250 Aerial Drone Services

The Engineer will provide a weekly drone flight of the project beginning with the week prior to the start of construction of activities and after the City has accepted the project as complete. The Engineer proposes a total of 10 drone flights for the project. Each flight will provide at a minimum of one up station and down station pass of the project. Each weeks drone flight video(s) will be placed on a portable hard drive for download by City staff on a weekly basis.

Allowances

Contingency

At the request of the City, the Engineer has added a contingency to the contract to cover additional unforeseen post design services on an as needed basis. This contingency cannot be used without the express written consent of the Public Works Director.



**Sundog Trunk Main Phase C1
Post Design Services
City Project No. CIP1807-002**



Scope Assumptions

1. The level of effort assumes that the project will adhere to the **60**-day construction schedule as described in the project Special Provisions including night work on Miller Valley and Schemmer Roads.
2. Permits required for construction activities will be obtained and paid for by the Contractor including storm water permits.
3. The Contractor will responsible for producing, implementing and maintaining a Storm Water Pollution Prevention Plan (SWPPP) for all construction activities.
4. Any reference to the City of Prescott General Engineering Requirements in this scope is per the version dated July 2016.



City of Prescott
Sundog Trunk Main Phase C1
Post Design Services
City Project No. CIP1807-002

Fee Proposal
Lyon Engineering & Surveying, Inc.
8/23/2018

Task No.	Task Description	GPS	STCH	SMGR	ENG	PE	INSP	DRONE	Total	Total
		\$ 150	\$ 125	\$ 135	\$ 135	\$ 150	\$ 85	\$ 100		
Task Series 1000	Post Design Engineering Services									
Task 1100	Project Administration									
Subtask 1110	Conferences and Meetings					20			20	\$ 3,000
Subtask 1120	Project Coordination					20			20	\$ 3,000
Subtask 1130	Requests for Information					10			10	\$ 1,500
Subtask 1140	Submittal Reviews					16			16	\$ 2,400
Subtask 1150	Record Drawings	24			24	4			52	\$ 7,440
Subtask 1160	Post Construction Results of Survey	4	16	16					36	\$ 4,760
Task 1100 Subtotal		28	16	16	24	70	0	0	154	\$ 22,100
Task 1200	Inspection Services									
Subtask 1210	General Project Inspection					10	80		90	\$ 8,300
Subtask 1220	Engineers Certificate of Completion (ECC)					8	152		160	\$ 14,120
Subtask 1230	Site Visits					10			10	\$ 1,500
Subtask 1240	Substantial and Final Completion Inspections					8	8		16	\$ 1,880
Subtask 1250	Aerial Drone Services							20	20	\$ 2,000
Task 1200 Subtotal		0	0	0	0	36	240	20	296	\$ 27,800
Task Series 1000 Subtotal		28	16	16	24	106	240	20	450	\$ 49,900
Allowances										
Contingency	Per the Request of the City of Prescott									\$ 5,000
Allowances Subtotal										\$ 5,000
Contract Total										\$ 54,900

Labor Codes Legend:

GPS - GPS Survey Crew, **STCH** - Survey Technician, **SMGR** - Survey Manager, **ENG** - Project Engineer, **PE** - Principal Engineer, **INSP** - Inspection, **DRONE** - Aerial Drone

2018-0034608 AG

eRecorded in Yavapai County, AZ Page 1 of 41

Leslie M. Hoffman Recorder 07/05/2018 03:27:58 PM 10.D.a

CITY OF PRESCOTT Fees: \$25.00

When recorded, return to:

Prescott City Clerk's Office
 201 S. Cortez
 Prescott, AZ 86303
 City Hall

**DEVELOPMENT AGREEMENT****Between****THE CITY OF PRESCOTT, and****CREEKVIEW HOUSING, LLC****City Contract No. 2018-243**

Attachment: City Contract No. 2018-243, Creekview Village DA with Exhibits (2045 : Creekview Village Development Agreement)

Packet Pg. 309

DEVELOPMENT AGREEMENT
Creekview Village Apartments, Prescott, Arizona

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF PRESCOTT (the "City") and CREEKVIEW HOUSING, LLC, an Arizona limited liability company ("Owner"), as of the ____ day of _____, 2018 the City and the Owner are collectively referred to as the "Parties").

RECITALS

A. Owner owns that certain real property located on Miller Valley Road, Prescott, Yavapai County, Arizona, consisting of approximately 4.5 acres, legally described by Exhibit "A" attached hereto (the "Property").

B. Owner plans to develop the Property as a residential complex of 72 apartment units with appurtenant amenities and services as shown on the Site Plan attached hereto as Exhibit "B" (the "Project").

C. The Parties desire to enter into this Agreement to govern the entitlement and development of the Project in accordance with their understandings and consistent with the City's General Plan and Zoning Ordinance. Additionally, the Parties expressly acknowledge and agree that the Agreement is consistent with the portions of the General Plan applicable to the Project, and that there are no features of the Agreement, including, without limitation, the density and intensity of development and range of land uses, that cannot be accommodated within the scope of the General Plan.

D. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, Arizona Revised Statutes §9-500.05, in order to facilitate the development of the Project by providing for, among other things: (1) the permitted uses for the Property and the density and intensity of such uses; (2) the conditions, terms, and requirements for the construction, installation, and financing of infrastructure; and (3) other matters related to the development and operation of the Property.

E. The Parties acknowledge that the ultimate development of the Project within the City requires assurances from each Party. Said assurances are conditions precedent to Owner's acceptance of its rights and obligations to complete the development of the Project pursuant to this Agreement and expend substantial efforts and costs in the development of the Project. Likewise, said assurances are conditions precedent to the City's acceptance of its rights and obligations in approving development of the Project. The Parties desire to enter into this Agreement to (a) eliminate some of both Parties' uncertainties for the Project development; (b) vest in the Owner the right to develop the Project consistent with this Agreement; and (c) define both the City's and Owner's responsibilities for the development of the Project.

F. The City and the Owner acknowledge that the development and operation of the Project pursuant to this Agreement will result in significant planning and economic benefits to the City and its residents, as well as responsibilities by, among other things: (i) providing for orderly development of the Project; (ii) increasing revenues to the City based on improvements to be constructed on the Project and associated new economic activity; and (iii) increasing the demand for City services. The Parties acknowledge that the development of the Project pursuant to this Agreement will result in significant benefits to the Owner by providing

assurances to the Owner that it will have the right to develop the Project in accordance with this Agreement, and that it will have sufficient long-term water and wastewater services for development and use of the Project.

G. The Parties acknowledge that the development of the Project qualifies as a business expansion economic development project; that the Project will assist in the generation of sales tax and property tax revenues, the creation of jobs, and will otherwise improve and enhance the economic welfare of the residents of Prescott by expanding employment uses in Prescott, increasing access to goods and services, increasing the City's assessed property valuation, stimulating further economic development in the City, and constructing public infrastructure improvements. The business development and expansion incentives agreed to by the City in this Agreement will, in fact, serve legitimate economic development purposes as authorized by A.R.S. § 9-500.11 and is anticipated to raise more revenue than the amount of the incentive within the duration of the agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as follows:

AGREEMENT

I. INCORPORATION OF RECITALS. The foregoing recitals are hereby incorporated into this Agreement as though fully restated.

II. OPERATIVE DATE.

This Agreement shall become operative pursuant to A.R.S. §9-500.05 upon the date of full execution by the Parties (the "Operative Date"). In the event that this Agreement is not approved by the City Council, or the Owner timely withdraws from this Agreement, this Agreement shall become null and void. Owner may withdraw from this Agreement at any time prior to the Operative Date, including any time period wherein the Operative Date is extended or delayed by referendum or otherwise.

III. DEFINITIONS.

3.1 "Applicable Requirements" shall have the meaning described in Section 4.10 hereof.

3.2 "City Council" or "Council" shall mean the City Council of the City of Prescott, Arizona.

3.3 "Force Majeure Event" shall mean any act of God, strike, lockout, labor trouble, civil disorder, or failure or refusal of governmental authorities or agencies other than the City to timely issue permits or approvals or conduct reviews or inspections, which causes delay in the performance of any act required hereunder and is beyond the reasonable control of party required to complete such act (financial inability excepted).

3.4 "General Plan" shall mean the General Plan and any amendments thereto adopted by the City pursuant to A.R.S. §9-461, ratified November __, 2015.

3.5 "Rules" shall have the meaning set forth in Section 4.10 hereof.

IV. COMPLETION OF PROJECT.

4.1 Zoning. Owner shall have a vested right to develop the Property incorporating all uses, densities and intensities of uses as set forth and depicted by Exhibit "B", subject to the terms of this Agreement.

4.2 Uses; Taxability. The parties mutually acknowledge that certain types of residential uses, and durations of tenancy, may be subject to privilege and/or other taxes; and that the taxable status may change in the future as a consequence of new state and/or local laws, changes in ownership structure, occupancy type, or term.

4.3 General Principles Regarding Dedications. All dedications of public rights of way, infrastructure, utilities or easements agreed to by Owner in this Agreement, together with all reasonable and customary dedications required by the City in processing site plan and platting approvals, shall be made by Owner without additional consideration from the City beyond the agreements and undertakings of the City set forth in this Agreement. All dedications to the public shall be free of any and all encumbrances, other than public utility easements existing on the effective date hereof.

4.4 Design, Construction and Dedication of Infrastructure. The water main, sanitary sewer main and storm drain infrastructure improvements more fully described in Sections 4.6, 4.7 and 4.8 below shall be completed in its entirety prior to issuance of any certificate of occupancy ("C of O") for any part of the Project. Other infrastructure consisting of the private streets within the Property and sewer laterals serving the Property, each the responsibility of the Owner to provide, shall be completed prior to issuance of applicable certificates of occupancy.

4.5 Water Availability and Service. The City agreed to be the water provider for the Project pursuant to its Codes and Water Management Policy, as may be amended from time to time, and the Water Service Agreements approved by the City Council and fully executed on March 9, 2017, and April 5, 2018, and attached hereto as Exhibit "C". To the extent permitted by law, and the water management policy of the City, the City will provide potable water for all uses permitted of the said Project, subject to the payment of any applicable fees associated with the establishment and provision of service. In the event the Project is abandoned by the Owner, as provided by Article II herein, the Water Service Agreement shall additionally be immediately cancelled, and the Owner shall possess no rights to potable water granted by said Water Service Agreement

4.6 Water Mains.

Off-site Improvements: Off-site water improvements are required to deliver the minimum fire flows required by the International Fire Code (IFC), to the property. These off-site improvements include upsizing approximately 400-feet of water main in Miller Valley Road and providing a looped connection to the development. The City shall design the off-site water improvements from the connection point to the existing distribution system to the connection point of the on-site improvements at or near the property line. As an economic benefit to the residents and the project, the City will pay for the design of the off-site water improvements. City design will not include any on-site improvements.

The Owner shall bid and construct the off-site water improvements as designed by the City, which includes a 12" diameter water main of Class 350 Ductile Iron Pipe and appurtenances and also includes, but is not limited to, pavement removal and restoration along the route shown in

Exhibit "D", for domestic water supply and fire flow to the Property. The Owner shall be responsible for the cost of construction, construction inspection and providing project record drawings for the installation of the off-site water improvements. Construction of the project is not required to be publicly bid, use prevailing wage rates, or bonding, however a financial assurance is required per City Code, Article 17, Section 1.4. No work on off-site water improvements will be allowed in Miller Valley Road Right-of-Way between June 27th and July 4th 2018, or any subsequent year's Rodeo Days.

On-site Improvements: On-site water improvements are required to deliver both domestic and minimum fire flows required by the International Fire Code (IFC) to the property. These improvements will be designed and constructed by the Owner, in accordance with the General Engineering Standards and Prescott City Code. The Owner shall grant to the City an easement for all public water mains and fire hydrant stubs within the property at no additional cost to the City. Said easements will be granted to the City before the acceptance of any on-site water main by the City.

4.7 Sanitary Sewer Mains. The City shall design the on-site sanitary sewer improvements as part of the City's Sundog Trunk Main project for development of the property. As an economic benefit to the residents and the project, the City will pay for the design of the sanitary sewer improvements. The Owner shall bid and construct the sanitary sewer improvements as designed by the City, which includes an 18" diameter sanitary sewer main of centrifugally cast, glass-fiber reinforced, polymer mortar (CCFRPM) and appurtenances along the route shown in Exhibit "D", for on-site sanitary sewer service to the property. The City shall review, and approve or reject, the bids and the selected contractor, based on qualifications before construction shall commence. The Owner shall be responsible for the cost of bidding, construction, construction inspection and providing project record drawings for the installation of the on-site sanitary sewer improvements. The City will reimburse the Owner for 100% of the construction costs of the sanitary sewer improvements, of which, \$55,000 shall be considered a grant from the City for the project. Improvements are inclusive of manholes, sewer mains, taps, building services, temporary and permanent connections, and all appurtenances of the sewer system. The City shall not reimburse the Owner for cost of bidding, construction inspection and providing project record drawings for the installation of the on-site sanitary sewer improvements. City reimbursement will be paid by the City within thirty (30) calendar days of receipt of an invoice from Owner following construction and testing by the Owner, and acceptance of the sanitary sewer main by the City. The construction of the project is not required to be publicly bid, use prevailing wage rates, or bonding, however a financial assurance is required per City Code, Article 17, Section 1.4. No work on sanitary sewer improvements will be allowed in Miller Valley Road Right-of-Way between June 27th and July 4th 2018, or any subsequent year's Rodeo Days.

4.8 Storm Drainage Infrastructure. The City shall design on-site and off-site stormwater infrastructure to convey off-site flows through the property. The Owner shall bid, and construct the storm drain improvements as designed by the City, which includes a 36" diameter storm drain of Rubber Gasket Reinforced Concrete Pipe (RGRCP) and appurtenances along the route shown on Exhibit "D", for regional drainage system improvements. The City shall review, and approve or reject, the bids and the selected contractor, based on qualifications before construction shall commence. The City will reimburse the Owner for 100% of the construction costs of the storm drain improvements designed by the City. The City shall be responsible for the cost of construction, construction inspection and providing project record drawings for the installation of the storm drain improvements. Improvements are inclusive of manholes, storm drain mains, headwalls and all appurtenances of the storm drain system. City reimbursement will be paid by the City within thirty (30) calendar days of receipt of an invoice from Owner following

construction and testing by the Owner, and acceptance of the storm drain by the City. The construction of the project is not required to be publicly bid, use prevailing wage rates, or bonding, however a financial assurance is required per City Code, Article 17, Section 1.4. No work on storm drain improvements will be allowed in Miller Valley Road Right-of-Way between June 27th and July 4th 2018, or any subsequent year's Rodeo Days.

4.9 Easement(s). It is understood by both parties that public infrastructure shall be located within a maintenance and access easement(s). The Owner shall grant the City an access and maintenance easement(s) as shown on Exhibit "D" for the public water, sewer and storm drain improvements located on the project site, prior to Certificate of Occupancy for the project.

4.10 Applicable Law and Regulations.

(a) Except as provided below or as specifically provided elsewhere in this Agreement, the ordinances, rules, regulations, permit requirements, other requirements, and/or official policies of the City ("**Rules**") applicable to the Property and the development of the Property shall be those Rules that are now existing and in force for the City as of the Operative Date, as such Rules are amended by this Agreement ("**Applicable Requirements**"). Notwithstanding the foregoing, the development and operation of the Property will be governed by the City's Land Development Code, (the "**Development Code**") as it exists on the Operative Date. All construction shall comply with then-current (at the time of plan submittal or permit submittals) applicable City standards, and any applicable City codes, including wastewater pretreatment and any and all other code provisions dealing with police powers of the City establishing safety, health, or public welfare standards.

(b) All Development Impact Fees and Water Resource Fees in effect and applicable at the time of building permit issuance(s), unless otherwise limited herein, shall be required. Said Development Impact Fees and Water Resource Fees shall be payable in full at the time of, and as a condition precedent to, issuance of the certificate of occupancy for each constructed phase of the development.

(c) The types of impact fees assessed for the project shall be those adopted by City Council Resolution No. 4225-1434, and the amount of each such impact fee shall not exceed the amount in effect on August 1, 2014. For the purposes of determining the applicability and collection of impact fees, the definition of "Residential Unit" in Prescott City Code Section 3-14 Development Fees shall be used: "A room or group of rooms within a building containing cooking accommodations, and used or designed or intended for use of occupancy by an individual or individuals as common living quarters."

(d) Subject to the above conditions, the City shall not apply to the Property any existing or future Rules that would cause a material adverse impact on the development of the Property as contemplated under this Agreement, with the exception of the following, which also shall be included in the Applicable Requirements:

- (1) Rules specifically agreed to in writing by Owner;
- (2) Future land use Rules enacted as necessary to comply with future state and federal laws and regulations, provided that in the event any such state or federal laws or regulations prevent or preclude compliance with this Agreement, such

affected provisions of this Agreement shall be modified as may be necessary in order to comply with such state and federal laws;

(3) Future imposition of taxes and Development Impact Fees (as defined in A.R.S. §9-463.05).

(4) Future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety-related codes, such as the Uniform Building Code, which updates and amendments are generated by a nationally recognized construction safety organization or by the county, state, or federal government, or by the Yavapai Association of Governments; and

(5) Future grading and road standards and other City standards and related technical specifications applicable to like properties throughout the City at the time of permitting or plan review and approval, including fire, building, engineering, drainage and other public health safety and welfare codes.

(f) None of the above shall be interpreted as relieving Owner of any obligations which it may have with respect to regulations enacted by the federal government or the State of Arizona that apply to the Property. The City agrees that upon the Operative Date, the Owner and its successors and assigns shall be deemed to have certain vested rights with respect to densities and intensities and uses allowed under Arizona common law and this Agreement, together with the right to develop the Property in accordance with this Agreement.

Notwithstanding any other provision herein, where there is a conflict between this Agreement and the Applicable Requirements which infringes on Owner's rights hereunder, this Agreement shall control.

4.11 Anti-Moratorium. No moratorium, as that term is defined in A.R.S. §9-463.06, or other Rule imposing a limitation on the development, conditioning, rate, timing or sequencing of the development of property within the City and affecting the Property or any portion thereof, shall apply to or govern the development of the Property during the term hereof whether affecting preliminary or final plats, building permits, occupancy permits or other entitlements to use issued or granted by the City or the provision of municipal services to the Property, except in compliance with the provisions of A.R.S. §9-463.06. The Parties agree that if a subsequent law changes or repeals the standards or language of A.R.S. §9-463.06, which is set forth on Exhibit "E" and incorporated herein by this reference, such standards shall continue to apply to the Property.

4.12 Compliance with City Ordinances, Resolutions and Covenants. The City hereby represents that to the best of its knowledge, information and belief, this Agreement is not inconsistent with or prohibited by any City ordinances, resolutions, and/or covenants, including without limitation all covenants in revenue bonds issued by the City. The City hereby represents that to the best of its knowledge, information and belief, it has not received nor is it aware of any action which would result in a notice from any federal, state, or county agency, that in any way would impair the City's ability to fulfill its obligations under this Agreement.

4.13 No Additional Dedications or Exactions. Except for (a) the dedications and other requirements specifically contemplated under the Applicable Requirements of this Agreement, or (b) reasonable and customary requirements including building permits and impact fees

applicable to like properties within the City, and dedications required pursuant to the City's land use codes, site plan or plat approval processes, the City agrees that it shall not attempt to acquire or require (through zoning, subdivision, subdivision stipulations, or otherwise) any requirements, reservations, conditions, or further dedications of portions of the Property or easements or other rights over portions of the Property (collectively "**Requirements**"), or money or other things of value in lieu of such Requirements, except that to the extent the Owner agrees to such or desires to amend this Agreement, in which case such Requirements, money, or other things of value in lieu of such Requirements shall be directly related to the burden imposed on the City by the amendment to the Agreement. Without limiting the generality of the foregoing, the City agrees that the Property shall not be included within any improvement district, community facilities district or other similar district created for the purpose of financing construction of water, sewer and/or wastewater system improvements, without the consent of the Owner.

4.14 On-Site Infrastructure Improvements - General.

(a) All on-site infrastructure improvements required for development of the Property pursuant to final site plans or plats within the Property ("**Infrastructure Improvements**") shall be constructed in accordance with plans approved by the City and otherwise in accordance with all Applicable Requirements.

(b) The Owner agrees that it will be responsible to cause the construction and installation of all of the Infrastructure Improvements that are necessary to serve the Property with the exception of any infrastructure elements that the City specifically agrees to construct under this Agreement.

(c) The construction and installation of the Infrastructure Improvements shall be completed in a good and workmanlike manner and in conformity with the Applicable Requirements.

(d) Owner, its agents, and employees, shall have the additional right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to facilitate such construction. Owner's use of such easements and rights-of-way, pursuant to the encroachment permit, shall not impede or adversely affect the City's use and enjoyment thereof, and shall be subject to any reasonable conditions imposed by the City.

(e) Owner shall restore all easements and rights-of-way used pursuant to any encroachment permit, to the conditions existing prior to Owner's entry thereupon.

4.15 Municipal Services. The City hereby agrees to include the Property in any and all City service areas applicable to similar properties, and to provide the Property with police and fire protection services, refuse collection service, and all other services provided by the City, in a manner comparable to those services provided to all land owners and occupants of the City, subject to the Owner's construction of any improvements required of Owner pursuant to this Article IV.

4.16 Prop 207 Waiver. Owner agrees and consents to all the conditions imposed by the Prescott City Council, the Prescott Planning and Zoning Commission, and all agencies, officers and employees of the City contained within this Agreement, and agrees to and does knowingly waive any and all rights to compensation for diminution in value of the Property

pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the terms and conditions of this Agreement and the preliminary platting of the Property by the City, as well as those contained in any preliminary or final plat or other governmental actions in effectuating such conditions, terms or agreements with respect to the Property. The scope of this waiver is limited to claims for compensation that might otherwise be asserted under Arizona Revised Statutes § 12-1134.

GENERAL.

5.1 Notices and Manner of Service. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, sent by facsimile (with copy by mail), by private overnight mail or sent by United States Mail, postage prepaid, if to:

The City:	City Manager City of Prescott 201 S. Cortez St. Prescott, Arizona 86303 Facsimile: (928) 777-1255
Copy to:	City Attorney City of Prescott 201 S. Cortez St. Prescott, Arizona 86303 Facsimile: (928) 777-1325
The Owner:	Creekview Housing, LLC c/o Bethel Development, Inc. 201 Bradenton Avenue, Suite 120 Dublin, Ohio 43017 Facsimile: (614) 792-5151
Copy to:	Barnes & Thornburg LLP 41 South High Street, Suite 3300 Columbus, Ohio 43215 Attention: Holly H Heer Facsimile: (614) 628-1433 Bank of America, N.A. MA1-225-02-02 225 Franklin Street Boston, MA 02110 Attention: Asset Management Facsimile: 617-346-2257 Buchalter, a Professional Corporation 1000 Wilshire Boulevard Suite 1500 Los Angeles, CA 90017 Attention: Michael A. Williamson, Esq. Facsimile: (213) 630-5799 Matter No: B0965-0379 (Creekview)

or to such other addresses as any such Party hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communication given by mail shall be deemed delivered three (3) days following deposit in the U.S. mail, postage prepaid and addressed as set forth above. Notice sent by personal delivery or overnight delivery service shall be effective upon delivery, and notice by facsimile shall be effective upon confirmed transmission.

5.2 Waiver. Any waiver of the provisions of this Agreement must be in writing and signed by the authorized officials or officers of the City or Owner. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the City or the Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

5.3 Representatives. To further the cooperation of the parties in implementing this Agreement, the Owner shall designate and appoint a representative to act as a liaison with the City and its various departments. The initial representative for the City shall be as designated by its City Manager. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and development of the Property.

5.4 Waiver of Right to Trial by Jury. 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 any such litigation to the Court (bench trial) and that the parties agree that this Agreement shall be deemed to have been created in Yavapai County, Arizona, and to be subject to the jurisdiction of the Yavapai County Superior Court, and that any claims to alternative jurisdiction based on diversity of citizenship, corporate location, etc. are waived by the Parties pursuant to this Agreement.

5.5 Applicable Laws and 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 attorneys' fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law.

5.6 Remedies. The Parties agree to meet and attempt to resolve any dispute in good faith prior to initiating any legal process, to participate in accelerated arbitration and to make good faith efforts to expeditiously resolve any dispute during such process, in order to promptly and expeditiously to resolve any disputes. Further, in the event of an appeal from such arbitration process, the Parties agree to utilize all good faith efforts to ensure expeditious resolution of any litigation, including participation in expeditious provisional remedies if available.

5.7 Ambiguities in Agreement. This Agreement is the result of negotiations by and among the Parties. Any ambiguity in this Agreement is not be construed against any Party.

5.8 Strict Performance. Time is of the essence in this Agreement. The failure of a Party to require strict performance by the other of any provision of this Agreement shall not be deemed a waiver of the right of said Party thereafter to require strict performance of that or any other provision of this Agreement in accordance with the terms hereof and without notice.

5.9 Default. Failure by the City or Owner to perform in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof, shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform or comply so long as such Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. Notice required under this section shall be simultaneously provided at all notice parties set forth in section 5.1. If Owner's investor cures such default within the cure period, City will accept such action as curing the respective default under this agreement.

5.10 Dispute Resolution Process. The Parties agree to the following remedies and dispute resolution process, subject to the provisions of Section 5.6 above:

(a) In the event a default is not cured within the cure periods set forth in Section 5.9, the non-defaulting Parties may institute the dispute resolution process ("**Process**") set forth herein by providing written notice initiating the Process ("**Initiation Notice**") to the defaulting Party.

(b) Within seven (7) days following delivery of the Initiation Notice, each Party, by written notice to the other, shall appoint one (1) person to serve on an arbitration panel ("**Panel**"). Within fourteen (14) days following delivery of the Initiation Notice, the two (2) persons selected to be on the Panel by the Parties shall select one (1) additional person ("neutral arbitrator") to serve on the Panel. The third person selected to be on the Panel shall act as Chairman.

(c) Within sixty (60) days following delivery of the Initiation Notice, the Panel shall conduct an arbitration hearing pursuant to the Uniform Arbitration Act except that the terms of this Agreement and this Section 5.10 shall control over conflicting rules.

(d) The Chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the Parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The Chairman, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any Party may make application to the Yavapai County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the Chairman.

(e) In order to effectuate the Parties' goals, the hearing, once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances. Except as otherwise provided herein, the Process shall be governed by the Uniform Arbitration Act as enacted in Arizona at A.R.S. §12-1501 *et seq.*

(f) The Panel shall, within seven (7) days from the conclusion of any hearing, issue its written decision. The decision shall be rendered in accordance with the Agreement and the laws of the State of Arizona. To be deemed a prevailing party at arbitration, when there are still two parties to this Agreement, the Arbitration Panel must vote 2 arbitrators to 1 (2-1) in favor of a party on the arbitrated issue(s).

(g) The decision of the Panel may be appealed to the Yavapai County Superior Court (“**Court**”) on the grounds that the decision was arbitrary and capricious or unsupported by the weight of the evidence presented at the evidentiary hearing, if such appeal is made within thirty (30) days after the Panel issues its decision. The decision of the panel shall be binding on the Parties until the Court renders a binding decision. If the non-prevailing Party in the Process fails to appeal to the Court within the timeframe set forth herein, the decision of the Panel shall be final and binding. If the non-prevailing party in any arbitration proceeding resulting in an order against such party for specific performance or injunctive relief fails to perform in accordance with the Panel's order, the other parties may petition the Court to order such performance and grant an award of attorneys fees and costs to the petitioning party or parties against the non-performing party.

(h) Unless specifically provided to the contrary herein, each party will pay its own attorneys' fees and costs associated the above described dispute resolution process and with any appeal to the Court or any appellate court thereafter.

The Process set forth herein shall not apply to an action by the City to condemn or acquire by inverse condemnation all or any portion of the Property.

5.11 Non-liability of City Officials, et.al. No City Council member, City official, representative, agent, attorney or employee shall be personally liable to any of the other Parties hereto, or to any successor in interest to any of the other Parties, in the event of any default or breach by City or for any amount which may become due to any of the other Parties or their successors, or with respect to any obligation of City under the terms of this Agreement.

5.12 Indemnification

(a) Owner hereby agree(s) to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, appeals, expenses or lawsuits, including the costs of defense of any and all claims, lawsuits or appeals as a result of this Agreement, unless said claims, liabilities, expenses or lawsuits arise out of any negligent, reckless or wrongful acts or negligent, reckless or wrongful omissions alleged to have occurred by the City in relationship to any actions undertaken or allegedly undertaken pursuant to this Agreement or any such alleged negligent, reckless or wrongful acts or omissions alleged against Owner. Owner covenant(s) to defend any and all claims, lawsuits, and appeals challenging this Agreement at its sole cost and expense, including but not limited to attorneys fees, and costs. unless such is necessitated by the intentional negligent, reckless or wrongful acts or as a result of grossly negligent omissions of the City, its agents, officers or assigns. The City may also intervene and join in defending this Agreement at its option.

(b) City hereby agrees to indemnify and hold harmless the Owner its officers, employees, members, and agents and assigns, from any and all claims, liabilities, appeals, expenses or lawsuits (including the costs of defense of any lawsuits or appeals) asserted by third parties to the extent that such claims and lawsuits pertain to and allege negligent acts or negligent omissions pertaining to acts alleged to have occurred by City, or it officers, employees, agents or assigns in relationship to any actions undertaken or allegedly undertaken by City, or its officers, employees, agents or assigns pursuant to this Agreement. Should the City elect to intervene and join in defense of thus Agreement pursuant to subparagraph (a) above, the City shall do so at its sole cost and expense, including but not limited to attorneys fees, and costs.

5.13 Construction and Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

5.14 Time. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

5.15 Further Acts. Each of the Parties hereto shall promptly and expeditiously 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.

5.16 Time of Essence. Time is of the essence in implementing the terms of this Agreement.

5.17 Successors. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to A.R.S. §9-500.05(D). Nothing shall preclude the Owner from assigning the rights and responsibilities under this Agreement as may be required by a lender, or to an affiliated operating entity of the Owner. Upon transfer of the Property by Owner, the new owner shall automatically become the Owner hereunder and the old Owner shall be released from this Agreement for that portion of the Property that has been transferred.

5.18 No Partnership; Other Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement among the Owner, and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

5.19 Entire Agreement. This Agreement and all exhibits thereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. In the event of a conflict between the text of this Agreement and the attached or incorporated Exhibits, the text of this Agreement shall control. In the event of a conflict among the attached or incorporated Exhibits, the more specific Exhibit shall control over the more general Exhibit, unless the context requires otherwise.

5.20 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Parties. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Yavapai County, Arizona.

5.21 Names and Plans. The Owner shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owner in connection with the Property, provided, however, that in connection with any conveyance of portions of the Property to the City, such rights pertaining to the portions of the Property so conveyed shall be assigned, to the extent that such rights are assignable, to the City. Notwithstanding the foregoing, the

Owner shall be entitled to utilize all such materials described herein to the extent required for the Owner to construct, operate or maintain improvements relating to the Property. Owner and the City acknowledge and agree that all such materials delivered to the City shall be considered public records unless conspicuously designated as "Confidential-Proprietary" by Owner prior to delivery to the City. In no event, however, shall the City be liable to Owner for disclosure of any materials pursuant to a duly filed public records request.

5.22 Good Standing: Authority.

(a) Owner represents and warrants to the City that (1) it is an Arizona limited liability company duly formed and validly existing under the laws of the state of Arizona, qualified to do business in the state of Arizona, and in good standing under applicable State laws, and (2) the individual executing this Agreement on behalf of the Owner is authorized and empowered to bind the Owner thereto.

(b) City represents and warrants to the Owner that (1) it is an Arizona municipal corporation duly qualified to do business in the state of Arizona and is in good standing under applicable State laws, and (2) the individual(s) executing this Agreement on behalf of the City are authorized and empowered to bind the City thereto.

5.23 Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either Party may terminate this Agreement.

5.24 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. §38-511.

5.25 Recordation. This Agreement shall be recorded by and at the sole cost of the City, in its entirety in the Official Records of Yavapai County, Arizona, not later than ten (10) days after execution by the last Party.

5.26 Challenges to this Agreement. In the event that this Agreement or any approvals given by the City related to this Agreement are ever challenged, the Owner reserves the right to intervene in such action at their own costs and expenses.

5.27 Force Majeure. Notwithstanding any other term, condition or provision hereof to the contrary, in the event any Party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such Party by the terms hereof due to a Force Majeure Event, the time period provided herein for the performance by such Party of such duty or obligations shall be extended for a period equal to the delay occasioned by such events.

5.28 Governmental Powers. Except as specifically provided herein, nothing in this Agreement shall be interpreted or applied to require, restrict, or limit, in any manner whatsoever, or to impinge in any way upon the City's ability to exercise its police powers.

5.29 Assignment and Assumption. The Owner shall have the right to sell, assign or transfer this Agreement with all its rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Owner shall provide the City with

written notice of any intent to sell, assign, or transfer all or a portion of the Property, at least 30 days in advance of such action. Owner shall ensure that buyer is knowledgeable and agrees to all terms of this Agreement which buyer shall be assuming. Owner, and any subsequent owner of all or any portion of the Property, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein. If a portion of the Property has been sold, acquired or assigned pursuant to the provisions of this Agreement, then any default pertaining solely to any such separately sold, acquired or assigned portion shall not operate to terminate or otherwise affect the other portions of the Property. However, nothing in this provision shall be interpreted to relieve or eliminate any of the required obligations of the development or Owner as set forth herein and Owner and any successors in interest agree to insure that any such separately sold, acquired or assigned portion assumes any required obligations pertaining to such portion of the Property, and that no assignment, sale, or acquisition shall take place that would adversely impact the obligations required of Owner herein.

5.30 Covenants Running With the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties. The Owner and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a Party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first appearing above, and hereby swear and affirm that they are duly authorized in accordance with law to execute this Agreement.

CITY OF PRESCOTT, an Arizona municipal corporation

By: [Signature]
Greg L. Mengarelli

Its: Mayor

Date: June 29, 2018

Attest:

Cindy Pemberton For
Maureen Scott, City Clerk

Approved as to form:

[Signature]
Jon M. Paladini, City Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

SUBSCRIBED AND SWORN to before me this 29 day of June, 2018, by GREG L. MENGARELLI, the MAYOR of CITY OF PRESCOTT, an Arizona Municipal Corporation.

Francis L. Beegle
Notary Public

My Commission Expires:

Jan. 7, 2019



CREEKVIEW HOUSING, LLC,
an Arizona limited liability company

By: Creekview MM, LLC,
an Arizona limited liability company, its
managing member

By: Bethel Development, Inc.,
an Ohio corporation,
its managing member

By: *Daniel N. Terlecki*

Daniel N. Terlecki, President

STATE OF Ohio)
) ss.
County of Franklin)

SUBSCRIBED AND SWORN to before me this 27th day of June, 2018, by
Daniel N. Terlecki, the President of Creekview Housing, LLC, an
Arizona limited liability company.

My Commission Expires: March 30, 2020

Angie D. Ayres
Notary Public



ANGIE D. AYRES

**NOTARY PUBLIC
STATE OF OHIO**

**My Commission Expires
March 30, 2020**

LIST OF EXHIBITS

- A. Legal Description of the Property

REBA L. V. S. 2018-2019
CREEKVIEW HOUSING LLC
CREEKVIEW HOUSING LLC
CREEKVIEW HOUSING LLC
CREEKVIEW HOUSING LLC



Attachment: City Contract No. 2018-243, Creekview Village DA with Exhibits (2045 : Creekview Village Development)

Attachment: 2018-243 Creekview Housing LLC DA (2155 : Creekview Apartments DA Reimbursement and Sundog Phase C1 Post Design)

EXHIBIT

PARCEL 1:

Verbatim Transcript of Deed, dated January 27, 1997, recorded February 3, 1997, in Book 3352 of Official Records at Page 722, records of Yavapai County, Arizona, as follows:

All that Portion of Section 33, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Parcel 14 according to the Result of Survey recorded in Book 7 of Land Survey, pages 21-29 on file in the office of Yavapai County Recorder, Yavapai County, Arizona.

PARCEL 2:

Verbatim Transcript of Deed, dated January 27, 1997, recorded February 3, 1997, in Book 3352 of Official Records at Page 723, records of Yavapai County, Arizona, as follows:

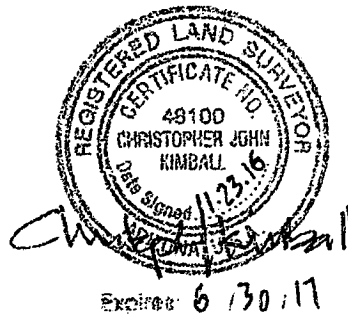
All that portion of the Northwest quarter of Section 33, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Beginning at the Southeast corner of Block 6, BRANNEN TRACT, as recorded in Book 3 of Maps, Page 37, Yavapai County Recorder's Office;

Thence North 70 degrees 45 minutes East, 34.32 feet along the Southerly line of Block 5 of said Brannen Tract to the TRUE POINT OF BEGINNING;

Thence North 70 degrees 45 minutes East, 279.53 feet along the Southerly line of said Block 5;

Thence South 00 degrees 36 minutes East, 210.61 feet to the Northwest corner of the Kinney Parcel No. 2, as recorded in Book 221 of Official Records, Page 542, Yavapai County Recorder's Office;



November 23, 2016
KWE 16-094 (APN. 113-07-070 and 113-07-071B)
Page 1 of 2

Thence South 00 degrees 42 minutes 40 seconds East, 447.81 feet along the West line of said Kinney Parcel to a point on the North line of the Rahn Parcel as recorded in Book 197 of Official Records, Page 136;

Thence South 89 degrees 12 minutes West, 96.86 along the North line of said Rahn Parcel to a point in the Northeasterly right of way line of the A.T.&S.F. Railway;

Thence North 41 degrees 45 minutes West, 549.30 feet along said right of-way;

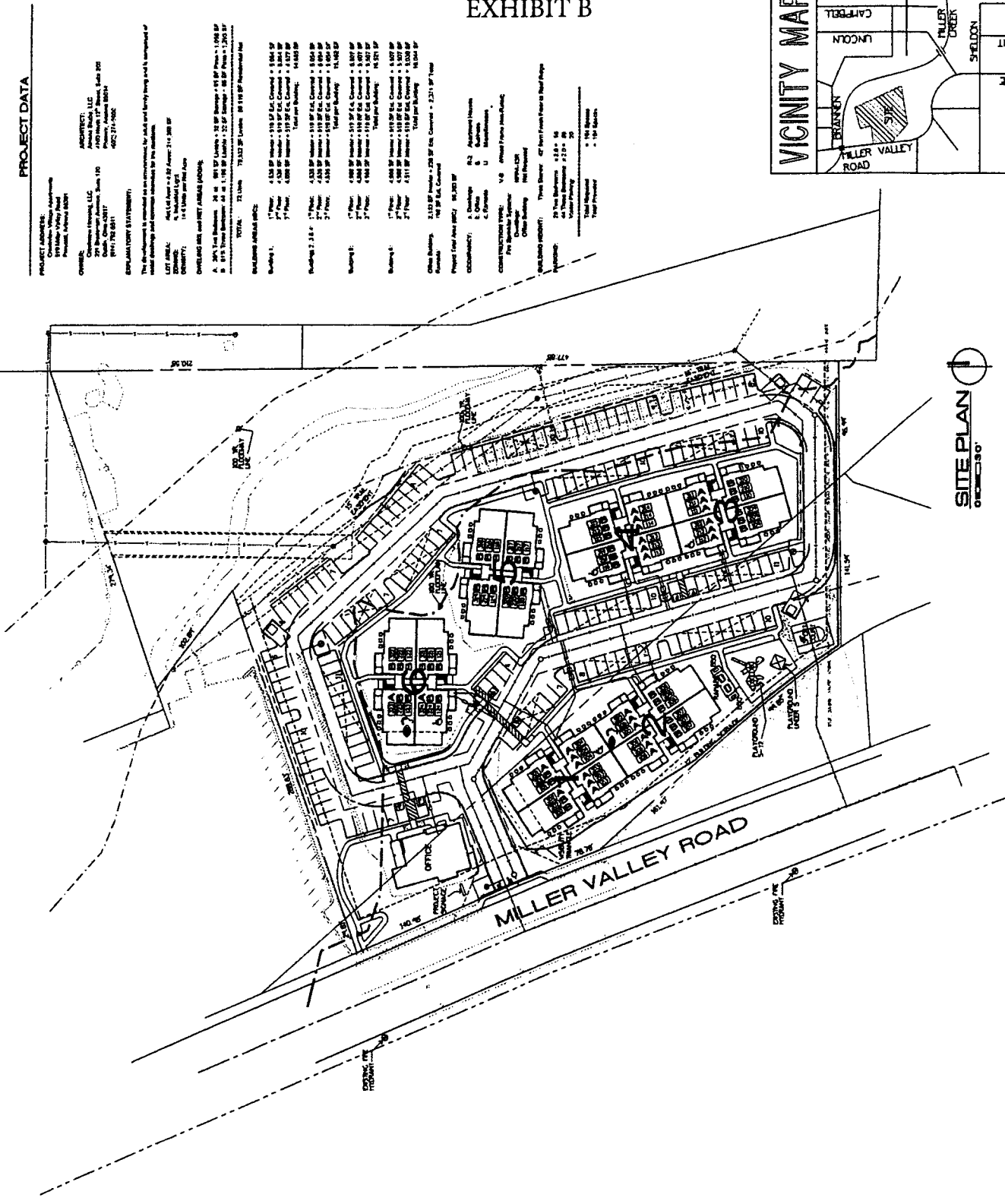
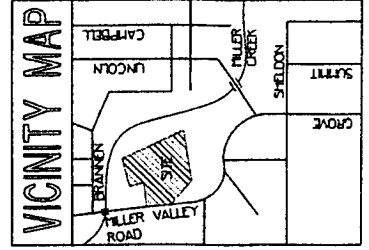
Thence North 70 degrees 45 minutes East, 288.48 feet along the Southeasterly line of that parcel described in Book 33 of Official Records, Page 109, Yavapai County Recorder's Office;

Thence North 52 degrees 22 minutes West, 102.75 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"
SITE PLAN AND PROJECT DESCRIPTION

) Attachment: City Contract No. 2018-243. Creekview Village DA h Exhibits (2045 - Creekview Village Development Agreement) 1
Attachment: 2018-243 Creekview Housing LLC DA (2155 : Creekview Apartments DA Reimbursement and Sundog Phase C1 Post Design

EXHIBIT B



PROJECT DATA

PROJECT ADDRESS:
Crescent Village Apartment
519 Maple Valley Road
Pawcatuck, Arizona 86201

OWNER:
Chelmsford Group, LLC
279 Broadway Avenue, Suite
2000, Chicago 60611
www.chelmsford.com

EXPLANATORY STATEMENT:
This document is intended to be used as an

LOT AREA: 40,000 sq. ft.
ECONOMY: 1000 sq. ft.
COUNTRY: USA

A. 20% Year Reduction 20 at

BUILDING AREA: 10000

1. **Background:**

1st Floor: 4
 2nd Floor: 4
 3rd Floor: 4
 4th Floor: 4
 5th Floor: 4
 6th Floor: 4
 7th Floor: 4
 8th Floor: 4
 9th Floor: 4
 10th Floor: 4
 11th Floor: 4
 12th Floor: 4
 13th Floor: 4
 14th Floor: 4
 15th Floor: 4
 16th Floor: 4
 17th Floor: 4
 18th Floor: 4
 19th Floor: 4
 20th Floor: 4
 21st Floor: 4
 22nd Floor: 4
 23rd Floor: 4
 24th Floor: 4
 25th Floor: 4
 26th Floor: 4
 27th Floor: 4
 28th Floor: 4
 29th Floor: 4
 30th Floor: 4
 31st Floor: 4
 32nd Floor: 4
 33rd Floor: 4
 34th Floor: 4
 35th Floor: 4
 36th Floor: 4
 37th Floor: 4
 38th Floor: 4
 39th Floor: 4
 40th Floor: 4
 41st Floor: 4
 42nd Floor: 4
 43rd Floor: 4
 44th Floor: 4
 45th Floor: 4
 46th Floor: 4
 47th Floor: 4
 48th Floor: 4
 49th Floor: 4
 50th Floor: 4
 51st Floor: 4
 52nd Floor: 4
 53rd Floor: 4
 54th Floor: 4
 55th Floor: 4
 56th Floor: 4
 57th Floor: 4
 58th Floor: 4
 59th Floor: 4
 60th Floor: 4
 61st Floor: 4
 62nd Floor: 4
 63rd Floor: 4
 64th Floor: 4
 65th Floor: 4
 66th Floor: 4
 67th Floor: 4
 68th Floor: 4
 69th Floor: 4
 70th Floor: 4
 71st Floor: 4
 72nd Floor: 4
 73rd Floor: 4
 74th Floor: 4
 75th Floor: 4
 76th Floor: 4
 77th Floor: 4
 78th Floor: 4
 79th Floor: 4
 80th Floor: 4
 81st Floor: 4
 82nd Floor: 4
 83rd Floor: 4
 84th Floor: 4
 85th Floor: 4
 86th Floor: 4
 87th Floor: 4
 88th Floor: 4
 89th Floor: 4
 90th Floor: 4
 91st Floor: 4
 92nd Floor: 4
 93rd Floor: 4
 94th Floor: 4
 95th Floor: 4
 96th Floor: 4
 97th Floor: 4
 98th Floor: 4
 99th Floor: 4
 100th Floor: 4

11

1

Office Building,
Riverside.

Project Total Area (AC) 14,300
 Circumference:
 A. Ditchings
 B. Office

CONSTRUCTION TYPE:
Fire Sprinkler System
Overlaid

Office Building
- BUILDING HEIGHT: Three 1
- FLOORING: 28 Two Buildings

44 Three Days
Vander Pylburg

1. **Introduction**

1

Development

Sundog Pr

EXHIBIT B

Creekview Village Apartments 519 Miller Valley Road Prescott, AZ

Creekview Village is a proposed 72 unit apartment community located at 519 Miller Valley Road in Prescott, AZ. The Developer is Bethel Development Inc., the developer and owner of the Canyon Run Village apartments located at 701 White Spar Road in Prescott that were constructed in 2004. The General Contractor for Creekview Village will be Qualcon Builders LLC, an affiliated company of Bethel Development. The Development Team is seeking a zone change from IL (Industrial Light) to BG (Business General), which would be considered a downzoning.

Creekview Village will be comprised of 26-two (2) bedroom, two (2) bathroom units; and 44-three (3) bedroom, two (2) bathroom units. Each unit will have a private balcony or patio opening off the living area, a modern kitchen with EnergyStar appliances, including dishwasher, electric range, refrigerator and washer/dryer hookups provided in each unit, as well as other healthy "green" building components.

Creekview Village apartments will be an affordable, workforce housing community with rent levels fixed at prices below comparable market rate apartments in the area and will offer the same amenities found in more expensive rental communities. The owner of Creekview Village Apartments will assure long-term affordability by executing a Land Use Restrictive Agreement ("LURA") establishing the period of affordability at thirty (30) years.

EXHIBIT "C"
WATER SERVICE AGREEMENT

Attachment: City Contract No. 2018-243, Creekview Village DA with Exhibits (2045 : Creekview Village Development Agreement)

Attachment: 2018-243 Creekview Housing LLC DA (2155 : Creekview Apartments DA Reimbursement and Sundog Phase C1 Post Design

2017-0013676 AG Page: 1 of 6
03/20/2017 04:01:41 PM
Leslie M. Hoffman
OFFICIAL RECORDS OF YAVAPAI COUNTY \$7.50
CITY OF PRESCOTT

WHEN RECORDED, PLEASE RETURN
INTEROFFICE TO:

Prescott City Clerk's Office
201 S. Cortez
City Hall



Agreement for Potable Water 16-025
Bethel Development, Inc.

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

Attachment: 2018-243 Creekview Housing LLC DA (2155 : Creekview Apartments DA Reimbursement and Sundog Phase C1 Post Design

AGREEMENT FOR POTABLE WATER (WSA No. 16-025)
Bethel Development, Inc.
City Contract No. 2017-205

WHEREAS, Bethel Development, Inc. (herein referred to as "Applicant"), is the owner of certain real property within the City of Prescott; and

WHEREAS, the Applicant wishes to obtain provision of potable water for the property described herein from the City of Prescott (herein referred to as "City"); and

WHEREAS, the Applicant contemplates constructing twenty-two (22) multi-family dwelling units comprising Phase I of a project on the Property anticipated to consist of a total of seventy (70) multi-family dwelling units; and

WHEREAS, PCC Section 2-1-12(G) requires that an agreement be reached between the City and the Applicant in order to provide potable water; and

WHEREAS the City Council finds that compliance with this Agreement by the Applicant shall result in:

1. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to, the adopted Water Management Policy of the City; and
2. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to the adopted General Plan of the City; and
3. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to any applicable adopted plans, including but not limited to Specific Area Plans, Circulation Plans, Capital Improvement Plans, Open Space and Trail Plans, Neighborhood Plans, Local Historic District Plans, growth planning or growth management plans, and redevelopment plans; and
4. The project being in accord with the duly adopted Prescott Water Budget and availability within its Water Portfolio.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That this Agreement shall relate to that property identified as Yavapai County Assessor Parcel Numbers 113-07-070 and 113-07-071B, more particularly described by the attached Exhibit "A" (hereinafter referred to as the "Property") and depicted by Exhibit "B".
2. That the City will set designate and provide a maximum of 5.5 acre-feet annually of potable water to serve the Property, subject to the following:

A. As a condition of water service, the Applicant shall connect the Property to the City's Sanitary Sewer System, and shall be responsible for any and all costs associated therewith.

B. Any change in use of the Property exceeding a total of 22 multi-family dwelling units for Phase I shall result in termination of this Agreement.

C. The quantity of 5.5 acre-feet annually of potable water shall be reserved for the Property for an initial period of one (1) year from the date of this Agreement, which quantity shall be made available upon issuance by the City of a building permit for 22 multi-family residential dwelling units. In the event the Applicant has not satisfied all requirements for issuance of said building permit within said one (1) year period, this Agreement shall automatically terminate, and in such case neither the Applicant shall have any entitlement to, nor shall the City have any obligation to provide, potable water to the Property.

D. Said quantity of 5.5 acre-feet annually of potable water shall continue to be reserved for the Property for a period of three (3) years from the date of building permit approval, which quantity shall be vested upon issuance by the City of a certificate of occupancy for 22 multi-family residential dwelling units. In the event the Applicant has not satisfied all requirements for issuance of said certificate of occupancy within said three (3) year period, this Agreement shall automatically terminate, and in such case neither the Applicant shall have any entitlement to, nor shall the City have any obligation to provide, potable water to the Property.

E. In the event that the 22 multi-family dwelling units identified on the site plan are reduced in the final approved site plan, then and in that event, the amount of potable water set aside for the Property pursuant to this Agreement shall be reduced by 0.25 acre-foot for each such dwelling unit not constructed, and the Applicant shall not be entitled to any such reduction for future development purposes.

F. That the installation of any new well on the Property, or the use of water on the Property from any other exempt well (less than 35 gpm), shall result in the termination of this Agreement.

G. The Property shall not be split.

3. This Agreement shall run with the land, and shall be binding upon the Applicant's successors in interest and assigns.

4. 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 this 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 consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the event of the foregoing, the City 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.

5. That the Applicant hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of this Agreement, arising from the acts or omissions of the Applicant, its agents, and/or employees.

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

7. Time is of the essence in this Agreement. The failure of either party to require strict performance of any provision of this Agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this Agreement in accordance with the terms hereof, and without notice.

8. 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.

9. 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's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

APPLICANT:

DATED this 21ST day of December, 2016.

By: [Signature]

Dan Terlecki, President, Bethel Development, Inc.

STATE OF ~~ARIZONA~~ Ohio)
) ss.
COUNTY OF ~~YAVAPAI~~ Franklin)

The foregoing instrument was acknowledged before me this 21ST day of December, 2016, by Dan Terlecki, 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 executed it.



Roger Simmons
Notary Public, State of Ohio
My Commission Expires 04-24-2020

[Signature]
Notary Public

CITY OF PRESCOTT:

DATED this 9th day of March, 2017

[Signature]
HARRY B. OBERG
Mayor

ATTEST:

[Signature]
DANA R. DeLONG
City Clerk

APPROVED AS TO FORM:

[Signature]
JON PALADINI
City Attorney
MATTHEW PODRUCKY, Esq., for

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

Exhibit A

All that portion of the Northwest quarter of Section 33, Township 14 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Southeast corner of Block 6, BRANNEN TRACT, as recorded in Book 3 of Maps, Page 37, Yavapai County Recorder's Office;

THENCE North 70° 45 ' East, a distance of 34.32 feet along the Southerly line of Block 5 of said Brannen Tract to the TRUE POINT OF BEGINNING;

THENCE North 70° 45 ' East, a distance of 279.53 feet along the Southerly Line of said block 5;

THENCE South 00° 36 ' East, a distance of 210.61 feet to the Northwest corner of the Kinney Parcel No. 2, as recorded in Book 221 of Official Records, Page 542, Yavapai County Recorder's Office;

THENCE South 00° 42 ' 40 " East, a distance of 447.81 feet along the West line of said Kinney Parcel to a point on the North line of the Rahn Parcel as recorded in Book 197 of Official Records, Page 136;

THENCE South 89° 12 ' West, a distance of 96.86 feet along the Norht line of said Rahn Parcel to a point in the Northeasterly right of way line to the A.T. &S.F. Railway;

THENCE North 41° 45 ' West, a distance of 549.30 feet along said right of way;

THENCE North 70° 45 ' East, a distance of 288.48 feet along the Southeasterly line of that parcel described in Book 33 of Official Records, Page 109, Yavapai County Recorder's Office;

THENCE North 52° 22 ' West, a distance of 102.75 feet

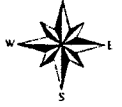


Legal Description

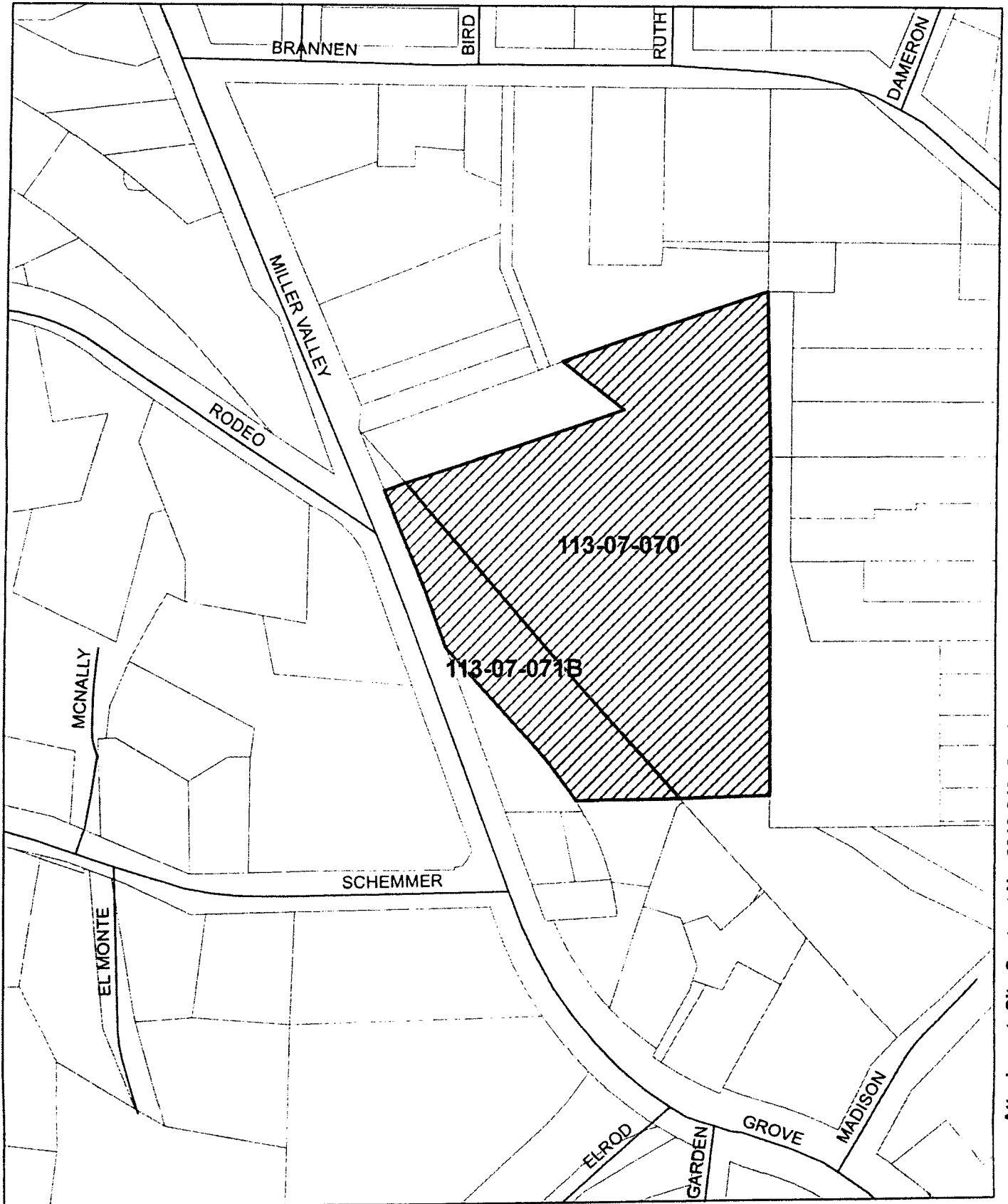
Exhibit B B/P 3352/722

10.D.c

10.D.a



0 50 100
Feet



Attachment: City Contract No. 2018-243, Creekview Village DA with Exhibit 1/2045 - Creekview Village Development A

Attachment: 2018-243 Creekview Housing LLC DA (2155 : Creekview Apartments DA Reimbursement and Sundog Phase C1 Post Design

Packet Pg. 429

Packet Pg. 227

AMENDMENT NO. 1 TO AGREEMENT FOR POTABLE WATER
Bethel Development, Inc.
City Contract No. 2017-205A1

WHEREAS, Bethel Development, Inc. (hereinafter referred to as "Owner"), is the owner of certain real property which may receive water from the City of Prescott pursuant to PCC Section 2-11-4; and

WHEREAS, Bethel Development, Inc., previously entered into City Contract No. 2017-205, an Agreement for Potable Water (hereinafter referred to as the "Agreement"), for twenty-two (22) dwelling units of a 72-unit workforce housing apartment complex project; and

WHEREAS, on January 3, 2017, the Owner submitted a second Water Service Agreement Application (WSA 17-002) for the remainder of supplies necessary for the project consisting of 72 total dwelling units; and

WHEREAS, the remaining fifty (50) units will require an additional allocation of 12.5 acre-feet of alternative water supplies.

NOW, THEREFORE, it is hereby agreed as follows:

1. That this Amendment No. 1 shall relate to that property described in City Contract No. 2017-205A1.
2. This Amendment No. 1 shall increase the alternative water allocated to said project by 12.5 acre-feet, to a total allocation of 18.0 acre-feet.
3. That all other terms and conditions of the Agreement not modified herein shall remain in force.

APPLICANT:

DATED this 15TH day of FEBRUARY, 2017.

By: 

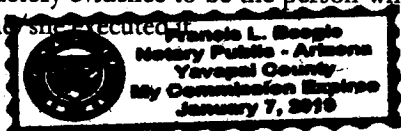
Mark L. Shoemacher, Director, Bethel Development, Inc.

Attachment: City Contract No. 2017-205 Creekview Village Development Agreement

Attachment: City Contract No. 2018-243 Creekview Housing LLC DA (2155 : Creekview Apartments DA Reimbursement and Sundog Phase C1 Post Design

STATE OF ~~OHIO~~ Arizona)
COUNTY OF ~~FRANKLIN~~ Yavapai) ss.

The foregoing instrument was acknowledged before me this 15th day of Feb., 2017, by MARK L. SHEDMACHER, 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.



[Seal]

Francis L. Beegle
Notary Public

CITY OF PRESCOTT:

DATED this 15th day of February, 2017.

Harry B. Oberg
HARRY B. OBERG
Mayor

ATTEST:

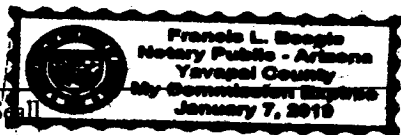
Dana R. DeLong
DANA R. DeLONG
City Clerk

APPROVED AS TO FORM:

Jon Haidant
JON HAIDANT
City Attorney

STATE OF ARIZONA)
COUNTY OF YAVAPAI) ss.

The foregoing instrument was acknowledged before me this 15th day of February, 2017, by Harry B. Oberg, 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.



[Seal]

Francis L. Beegle
Notary Public

CONTRACT TRACKING SHEET

CITY OF PRESCOTT
Everybody's Hometown

10.D.c

CONTRACT NO: 2017-205A1

For Contract Review –

1st Step: City Clerk will assign a contract number (if Council action is required, get number first and include in Council Agenda Memo)

2nd Step: Route Contract and applicable documents through Legal Department

***** Certificate of Liability/Insurance MUST be attached. Please include the expiration date.**

PROCESS NOTE: The Legal Department MUST review all City Contracts, Lease/Property Acquisition and Development Agreements, as well as Easements, Master Leases and all other City Contracts, Master Leases and Development Agreements prior to recording.
Please fill out this form completely or it will be returned to you prior to review, approval, or scanning in OnBase. If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.

Type (check one):

☒ Contract

☐ Change Order/Modification (How many change orders are connected to this contract? _____)

ORIGINAL CONTRACT NO: _____ for this change order

☒ Amendment (How many amendments are connected to this contract? 1)

ORIGINAL CONTRACT NO: 2017-205 for this amendment

☐ IGA

☐ General Services

☐ Professional Services

☐ Lease/Property Acquisition

☐ Development Agreement

☐ License Agreement

Other: please specify:

☐ Construction

☐ Easement

IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext. #:

Water Resources, Leslie Graser, EXT 1144

Developer, or Vendor:

Bethel Development

201 Bradenton Ave. Ste 120,

Dublin, Ohio 43017

(614) 792-5511

Project Name: Creekview Village Apartments

Water Service Agreement 17-002

Brief Summary of the Services to be provided:

Water Service Agreement for Creekview Village for 72 unit apartment complex. WSA 17-002

Terms:

Start: **upon signature** Expire: **see contract terms**

Contract Amount: **18 AF**

Does contract require Council approval? ☒ Yes ☐ No

Scheduled Council Date: **02/14/2017 APPROVED**

Does document need to be recorded ☒ Yes ☐ No

ADDITIONAL COMMENTS/INSTRUCTIONS? **WSA was approved by Council on 02/14/2017.**

INSURANCE & BONDS

None Required ☐

Insurance Certificate:

☐ Attached

____ Initial

Date: _____ Exp. Date _____

Bid Bond:

☐ Attached

____ Initial

Date: _____

Performance Bond:

☐ Attached

____ Initial

Date: _____

Payment Bond:

☐ Attached

____ Initial

Date: _____

FINAL REVIEW AND APPROVAL: Please initial

☐ Legal: _____

Date: _____

Contracts/Procured Services

☐ Risk Mgmt: _____

Date: _____

Contracts and Certificates

☐ City Manager: _____

Date: _____

when required

City Clerk's Office Use

Retention Date: _____ Council approved on: ____/____/____

Packet Pg. 432

Packet Pg. 230

Attachment: City Contract No. 2018-243, Creekview Village DA

Attachment: 2018-243 Creekview Housing LLC DA (2155 : Creekview Apartments DA Reimbursement and Sundog Phase C1 Post Design

EXHIBIT "D"
WATER, SEWER AND STORM DRAIN EASEMENT

EX
SHEET 1 OF 1

KNE JOB #	19-094
DATE	8/7/18
CHECK	GRK
DESIGN	BNT
DRAWN	BNT



CREEKVIEW VILLAGE
APN 113-07-070 AND 071B
519 MILLER VALLEY ROAD
PRESCOTT, ARIZONA
EASEMENT EXHIBIT

KELLY/WISE ENGINEERING, INC.
146 GROVE AVENUE
PRESCOTT, ARIZONA 86301
(928) 771-1730
FAX 778-2220
kwe@kellywise.com

NO.	REVISION	DATE
1/2		



EXHIBIT D

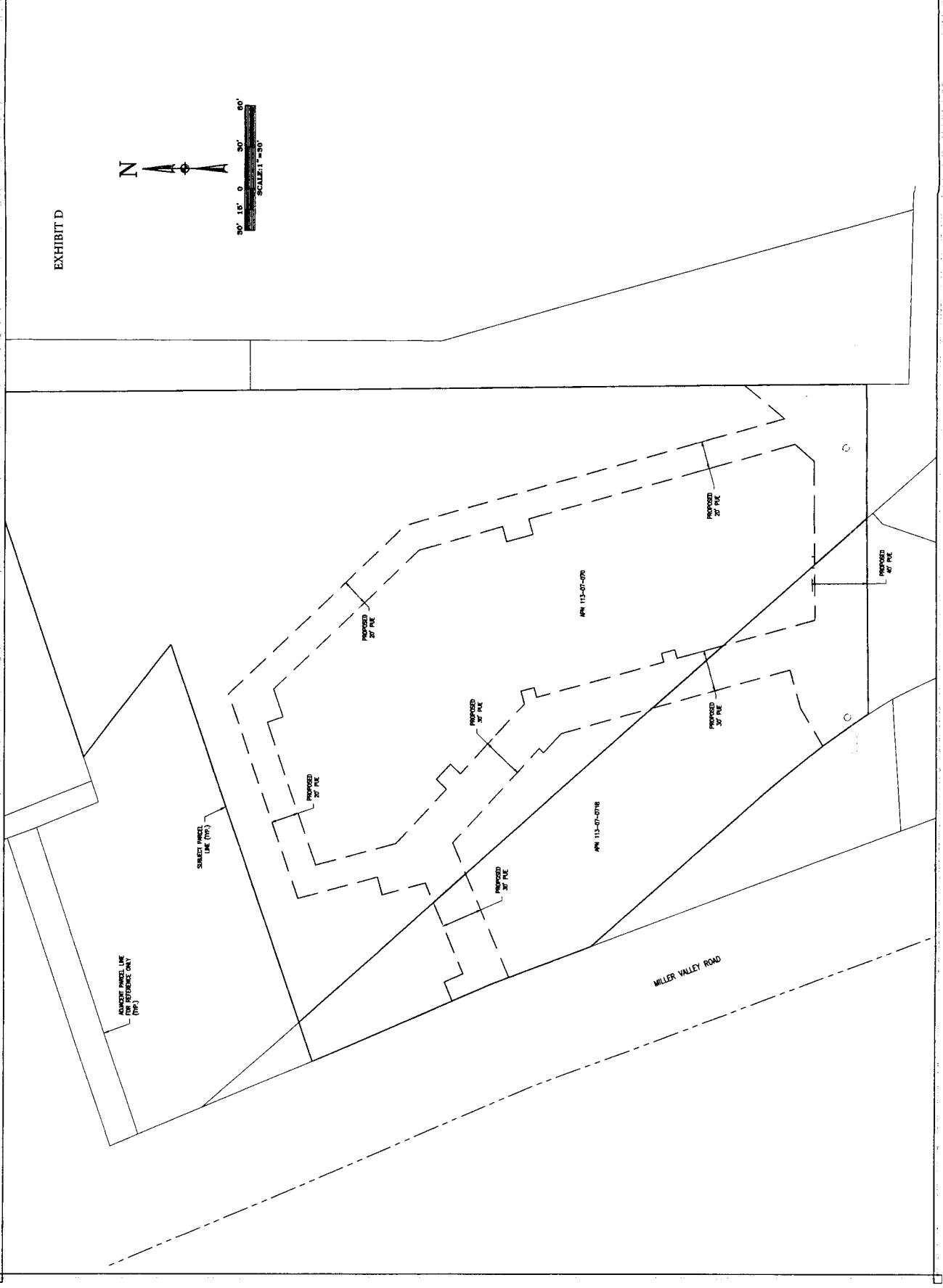


EXHIBIT "E"

ANTI-MORATORIUM STATUTE

A.R.S. 9-463.06. Standards for enactment of moratorium; land development limitations definitions

A. A city or town shall not adopt a moratorium on construction or land development unless it first:

1. Provides notice to the public published once in a newspaper of general circulation in the community at least thirty (30) days before a final public hearing to be held to consider the adoption of the moratorium.

2. Makes written findings justifying the need for the moratorium in the manner provided for in this Section.

3. Holds a public hearing on the adoption of the moratorium and the findings that support the moratorium.

B. For urban or urbanizable land, a moratorium may be justified by demonstration of a need to prevent a shortage of essential public facilities that would otherwise occur during the effective period of the moratorium. This demonstration shall be based on reasonably available information and shall include at least the following findings:

1. A showing of the extent of need beyond the estimated capacity of existing essential public facilities expected to result from new land development, including identification of any essential public facilities currently operating beyond capacity and the portion of this capacity already committed to development, or in the case of water resources, a showing that, in an active management area, an assured water supply cannot be provided or, outside an active management area, a sufficient water supply cannot be provided, to the new land development, including identification of current water resources and the portion already committed to development.

2. That the moratorium is reasonably limited to those areas of the city or town where a shortage of essential public facilities would otherwise occur and on property that has not received development approvals based upon the sufficiency of existing essential public facilities.

3. That the housing and economic development needs of the area affected have been accommodated as much as possible in any program for allocating any remaining essential public facility capacity.

C. A moratorium not based on a shortage of essential public facilities under Subsection B of this Section may be justified only by a demonstration of compelling need for other public facilities, including police and fire facilities. This demonstration shall be based on reasonably available information and shall include at least the following findings:

1. For urban or urbanizable land:

(a) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas.

(b) That the moratorium is sufficiently limited to ensure that a needed supply of affected housing types and the supply of commercial and industrial facilities within or in proximity to the city or town are not unreasonably restricted by the adoption of the moratorium.

(c) Stating the reasons that alternative methods of achieving the objectives of the moratorium are unsatisfactory.

(d) That the city or town has determined that the public harm that would be caused by failure to impose a moratorium outweighs the adverse effects on other affected local governments, including shifts in demand for housing or economic development, public facilities and services and buildable lands and the overall impact of the moratorium on population distribution.

(e) That the city or town proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

2. For rural land:

(a) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas.

(b) Stating the reasons that alternative methods of achieving the objectives of the moratorium are unsatisfactory.

(c) That the moratorium is sufficiently limited to ensure that lots or parcels outside the affected geographical areas are not unreasonably restricted by the adoption of the moratorium.

(d) That the city or town proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

D. Any moratorium adopted pursuant to this Section does not affect any express provision in a development agreement entered into pursuant to section 9-500.05 or as defined in section 11-1101 governing the rate, timing and sequencing of development, nor does it affect rights acquired pursuant to a protected development right granted according to chapter 11 of this title or title 11, chapter 9. Any moratorium adopted pursuant to this Section shall provide a procedure pursuant to which an individual land Owner may apply for a waiver of the moratorium's applicability to its property by claiming rights obtained pursuant to a development agreement, a protected development right or any vested right or by providing the public facilities that are the subject of the moratorium at the land Owner's cost.

E. A moratorium adopted under Subsection C, paragraph 1 of this Section shall not remain in effect for more than one hundred twenty (120) days, but such a moratorium may be extended for additional periods of time of up to one hundred twenty (120) days if the city or town

adopting the moratorium holds a public hearing on the proposed extension and adopts written findings that:

1. Verify the problem requiring the need for the moratorium to be extended.
2. Demonstrate that reasonable progress is being made to alleviate the problem resulting in the moratorium.
3. Set a specific duration for the renewal of the moratorium.

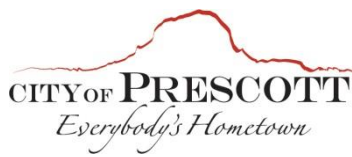
F. A city or town considering an extension of a moratorium shall provide notice to the general public published once in a newspaper of general circulation in the community at least thirty (30) days before a final hearing is held to consider an extension of a moratorium.

G. Nothing in this Section shall prevent a city or town from complying with any state or federal law, regulation or order issued in writing by a legally authorized governmental entity.

H. A land Owner aggrieved by a municipality's adoption of a moratorium pursuant to this Section may file, at any time within thirty (30) days after the moratorium has been adopted, a complaint for a trial de novo in the superior court on the facts and the law regarding the moratorium. All matters presented to the superior court pursuant to this Section have preference on the court calendar on the same basis as condemnation matters and the court shall further have the authority to award reasonable attorney fees incurred in the appeal and trial pursuant to this Section to the prevailing Party.

I. In this Section:

1. "Compelling need" means a clear and imminent danger to the health and safety of the public.
2. "Essential public facilities" means water, sewer and street improvements to the extent that these improvements and water resources are provided by the city, town or private utility.
3. "Moratorium on construction or land development" means engaging in a pattern or practice of delaying or stopping issuance of permits, authorizations or approvals necessary for the subdivision and partitioning of, or construction on, any land. It does not include denial or delay of permits or authorizations because they are inconsistent with applicable statutes, rules, zoning or other ordinances.
4. "Rural land" means all property in the unincorporated area of a county or in the incorporated area of the city or town with a population of two thousand nine hundred or less persons according to the most recent United States decennial census.
5. "Urban or urbanizable land" means all property in the incorporated area of a city or town with a population of more than two thousand nine hundred persons according to the most recent United States decennial census.
6. "Vested right" means a right to develop property established by the expenditure of substantial sums of money pursuant to a permit or approval granted by the city, town or county.

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **9-11-18**

DEPARTMENT: **Public Works**

AGENDA ITEM: Award of City Contract No. 2019-091 to Capital Improvements, LLC, for the Hillcrest Storm Drain Project, in the amount of \$272,000.00 and Contract Amendment A4 to City Contract No. 2017-046A4 for Post Design Services with Kimley-Horn in the amount of \$12,000.00. Funding is available from Streets Fund and the Yavapai County Flood Control District.

FUNDING SOURCE: Streets Fund, Yavapai County Flood Control District

Approved By: Michael Lamar, City Manager

Item Summary

This item is to award City Contract No. 2019-019 to Capital Improvements, LLC for construction of the Hillcrest Storm Drain Project in the amount of \$272,000.00. The location of the projects is shown on the attached vicinity map.

Approval is also requested for a contract amendment to City Contract No. 2017-046A4 with Kimley-Horn for post-design services in the amount of \$12,000.00.

Background

A number of drainage projects have been designed based upon citizen complaints and Streets Division recommendations. The drainage projects have been broken down into separate projects using concrete, pavement and storm drain work to provide a more competitive bidding process for mid-sized contractors.

Hillcrest Lane experiences flooding issues during common storm events. There are two low areas along the alley where run-off ponds are causing access issues for the surrounding homes. The intent of this project is to mitigate those issues by implementing various improvements. Hillcrest Lane is unpaved and runs from Overstreet Drive to Robinson Drive south of Flatau Drive. There are two alleys that intersect Hillcrest Lane from the south. One of the low points is at the intersection of Hillcrest Lane and Bloom Place. The other low point is located near the intersection of Hillcrest Lane and an unnamed alley. Roadway and drainage improvements in the adjacent Robinson Drive are currently being developed as part of the Robinson Drive Improvement Project.

AGENDA ITEM: Award of City Contract No. 2019-091 to Capital Improvements, LLC, for the Hillcrest Storm Drain Project, in the amount of \$272,000.00 and Contract Amendment A4 to City Contract No. 2017-046A4 for Post Design Services with Kimley-Horn in the amount of \$12,000.00. Funding is available from Streets Fund and the Yavapai County Flood Control District.

Construction Services:

This item is to award a contract to Capital Improvements, LLC, for construction of the Hillcrest Storm Drain Project. The contract generally includes improvements to roadway and drainage features at Hillcrest Lane, Bloom Place and the adjacent unnamed alley. The improvements include replacement of the existing pavement, addition of pavement, vertical curb, valley gutter and storm drain system which will outfall into the storm drain system within Robinson Drive. The project also includes removal and replacement of the 2-inch water main in the alley area servicing two of the residences.

Post-Design Services:

This item is to amend the original professional services contract as Contract Amendment Number 4 in the amount of \$12,000.00, to include the City's latest General Engineering Standards post-design services requirements to include as-built plans and certifications.

Bid Results

The project was publicly bid on two consecutive weeks during August in 2018. Two (2) bids were opened August 23, 2018, with the following results:

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
Capital Improvements, LLC	Prescott, AZ	\$272,000.00
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	\$428,888.88

Engineer's Estimate \$333,786.00

Written confirmation of the bid is received from Capital Improvements, LLC. Verification of license, bonding, references, and past performance of similar projects is complete. Based on this information, the bid is deemed responsive and balanced.

Award of the low bid in the amount of \$272,000.00 is recommended.

Project Schedule

Per the contract, all work must be substantially complete within 45 calendar days of the notice to proceed. Pending contract award, the following milestones have been identified:

Award of Contract	September 11, 2018
Notice to Proceed (NTP)	September 17, 2018
Commence Construction	September 17, 2018
Completion	October 31, 2018

AGENDA ITEM: Award of City Contract No. 2019-091 to Capital Improvements, LLC, for the Hillcrest Storm Drain Project, in the amount of \$272,000.00 and Contract Amendment A4 to City Contract No. 2017-046A4 for Post Design Services with Kimley-Horn in the amount of \$12,000.00. Funding is available from Streets Fund and the Yavapai County Flood Control District.

Financial Impact

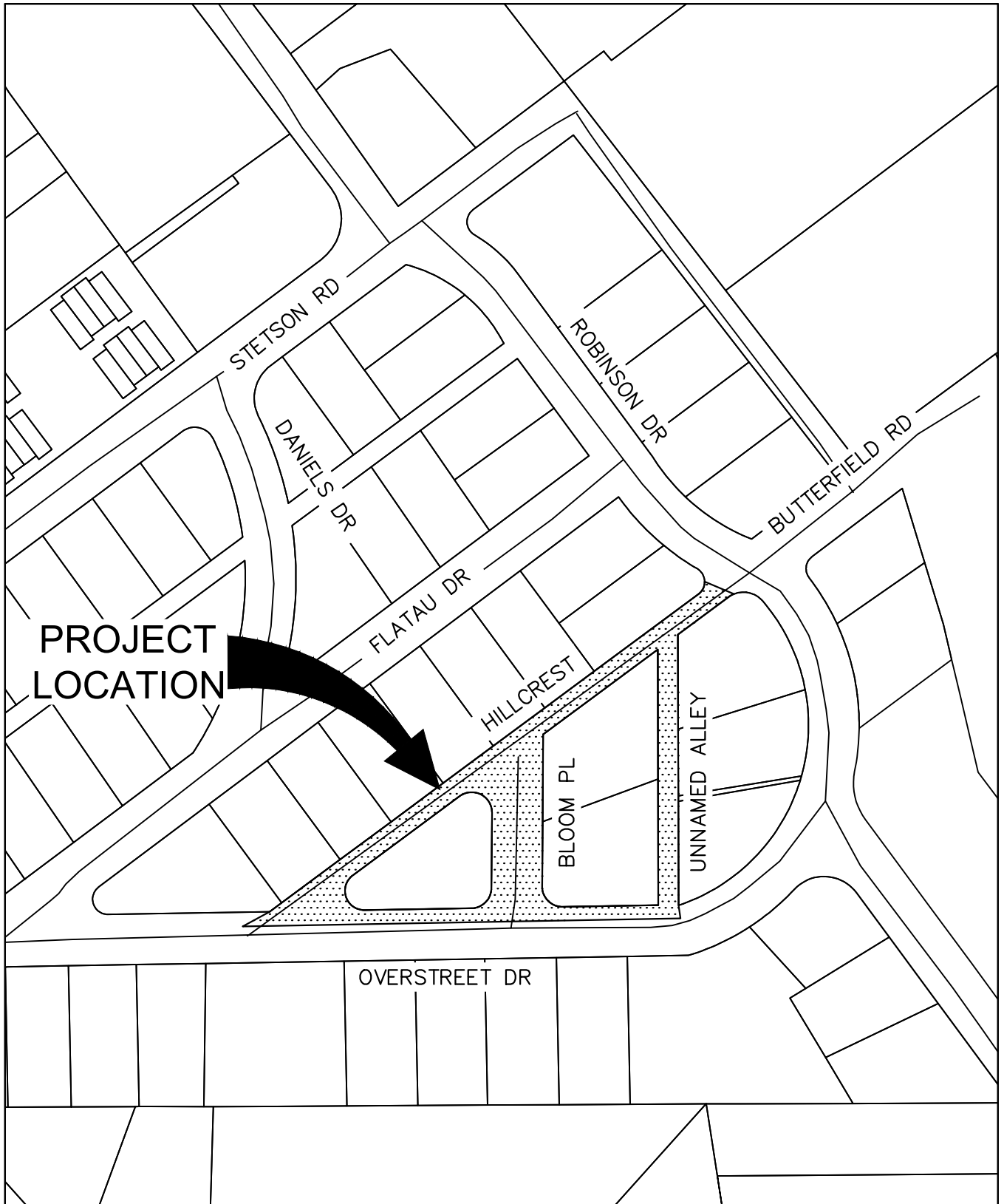
The project is budgeted in FY19 from the Streets Fund and from the Yavapai County Flood Control District. The overall project cost is estimated at \$315,040.00, consisting of \$272,000.00 (Construction) and \$42,040.00 (Engineering Services). It is estimated that Yavapai County Flood Control funding will reimburse \$63,327.00 of the construction costs.

Attachments

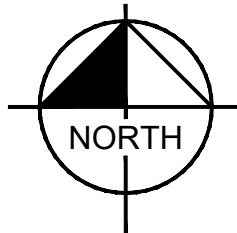
1. Hillcrest Project Location Map
2. Hillcrest Storm Drain Contract Amendment

Recommended Action: **MOVE** to award City Contract No. 2019-091 to Capital Improvements, LLC. and approve Contract Amendment A4 to City Contract No. 2017-046A4 with Kimley-Horn.

K:\PRS_Roadway\091345009-Priscott Drainage Prjcts\Cadd\12-Sheets\Drainage\3\45009_CV.dwg Aug 23, 2018 Gerardo.Gonzalez



PROJECT
LOCATION



HILLCREST STORM DRAIN



Attachment: Hillcrest Project Location Map (2152 : Hillcrest Storm Drain Project)



August 24, 2018

Mr. Jeff Low, CFM
Capital Projects Manager
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

**Re: Professional Consulting Services: Additional Services for City Drainage Projects
(CIP 2017-046A4)**

Dear Mr. Low:

Please find the proposed additional services to the approved Contract 2017-046-T4 dated February 23rd, 2017. This additional scope of service is presented by Kimley-Horn at the request of the City as part of the On Call Professional Services Contract.

ADDITIONAL SERVICES

The following additional services have been requested by the City:

- Hillcrest Storm Drain Post Design– Kimley-Horn will provide periodic construction observation, respond to contractor requests, attend construction meetings (up to 4) and provide Record Drawings at the project completion.
- Topographic Survey – Survey Subconsultant will perform topographic survey for use in the Record Drawings.

FEE AND EXPENSES

Kimley-Horn will perform the additional services in for the total lump sum labor fee below. Individual task amounts are for information only. All permitting, application and similar project fees will be paid direction by the City.

Task 1 Hillcrest Storm Drain Post Design	\$12,000
--	----------

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Andrew Baird, PE
Project Manager

City of Prescott

Kimley»Horn

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest \$1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Senior Project Manager	-	\$ -	\$ -
Project Manager	8	\$ 175.00	\$ 1,400
Project Engr	60	\$ 150.00	\$ 9,000
Engr/Designer	-	\$ 105.00	\$ -
Technician/Drafter	-	\$ 91.00	\$ -
Administrative	-	\$ 75.00	\$ -
	68 Hours		

Subtotal Kimley-Horn Design Base Fee

\$ 10,400

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
SWI (As-built survey)	\$ 1,600	

ESTIMATED DIRECT EXPENSES

Reproduction	\$ -
--------------	------

Subtotal Estimated Expenses

\$ 1,600

TOTAL PROJECT COST

\$ 12,000



Consultant Firm Signature

8/24/18

Date

Attachment: Hillcrest Storm Drain Contract Amendment (2152 : Hillcrest Storm Drain Project)

City of Prescott
City Drainage Improvements
WORK HOURS



ESTIMATED STAFF HOURS

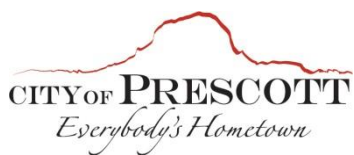
TASK	Scale	No Shts		PM	ProjEngr	Engr/Design	Tech	Admin		Total		Cost
				\$ 175.00	\$ 150.00	\$ 105.00	\$ 91.00	\$ 75.00				1.0

Task 1 - Hillcrest Storm Drain Post Design

1	Construction Observation			4	20					24	\$ 3,70
2	Contractor Questions			4	16					20	\$ 3,10
3	Weekly Construction Meetings				8					8	\$ 1,20
4	Record Drawings				16					16	\$ 2,40
Subtotal Task 1 - Hillcrest Storm Drain Post Design				-	8	60	-	-	-	68	\$ 10,40

Totals		-	-	8	60	-	-	-		68	\$ 10,40
---------------	--	---	---	---	----	---	---	---	--	----	----------

Attachment: Hillcrest Storm Drain Contract Amendment (2152 : Hillcrest Storm Drain Project)

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **9-11-18**

DEPARTMENT: **Public Works**

AGENDA ITEM: Approval of Amendment No. 1 to Agreement for Potable Water (City Contract No. 2018-056A1) with Bridgepointe Communities, LLC for the redevelopment of commercial office spaces to a permanent and temporary support services housing, on APNs 115-09-008C, 115-09-008D, 115-09-009, and 115-09-010A at 1040 Whipple Street.

Approved By: Michael Lamar, City Manager

Item Summary

On August 7, 2018, Raymond Zogob, Managing Partner of Bridgepointe Communities, LLC, submitted a request for a one-time, one-year extension of the current water service agreement, to provide additional time to obtain building permits for the subject project. Granting of the extension would be in accordance with the City's Calendar Year 2018 Water Management Policy.

Background

The Water Service Agreement for the project, consisting of the redevelopment of the present commercial office space on the property by remodeling the existing structures to contain permanent and temporary housing, and a support services section including 88 studio units, a manager's apartment, a 14-unit shelter with 56 beds, and a commercial kitchen with dining hall. City Contract No. 2018-056, reserved 12.35 acre-feet of alternative water for the project, for one (1) year for the submittal and approval of a building permit. The contract expiration date is October 19, 2018. This amendment will extend the contract's performance criteria to October 19, 2019.

Attachments

1. WSA 17-009, Amendment No. 1, City Contract No. 2018-056A1
2. Project Location Map for 1040 Whipple Street

Recommended Action: **MOVE** to approve Amendment No. 1 to City Contract No. 2018-056A1.

APPLICANT HERB BARRACK:

DATED this _____ day of _____, 2018.

By: _____
Herb Barrack, Manager, Bridgepointe Communities, LLCSTATE OF ARIZONA)
)ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, 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.

[Seal]_____
Notary Public**APPLICANT RAYMOND ZOGOB:**

DATED this _____ day of _____, 2018.

By: _____
Raymond Zogob, Manager, Bridgepointe Communities, LLCSTATE OF ARIZONA)
)ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, 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.

[Seal]_____
Notary Public

CITY OF PRESCOTT:

DATED this _____ day of _____, 2018.

GREG L. MENGARELLI
Mayor

ATTEST:

APPROVED AS TO FORM:

MAUREEN SCOTT
City Clerk_____
JON PALADINI
City AttorneySTATE OF ARIZONA)
)ss.
COUNTY OF YAVAPAI)

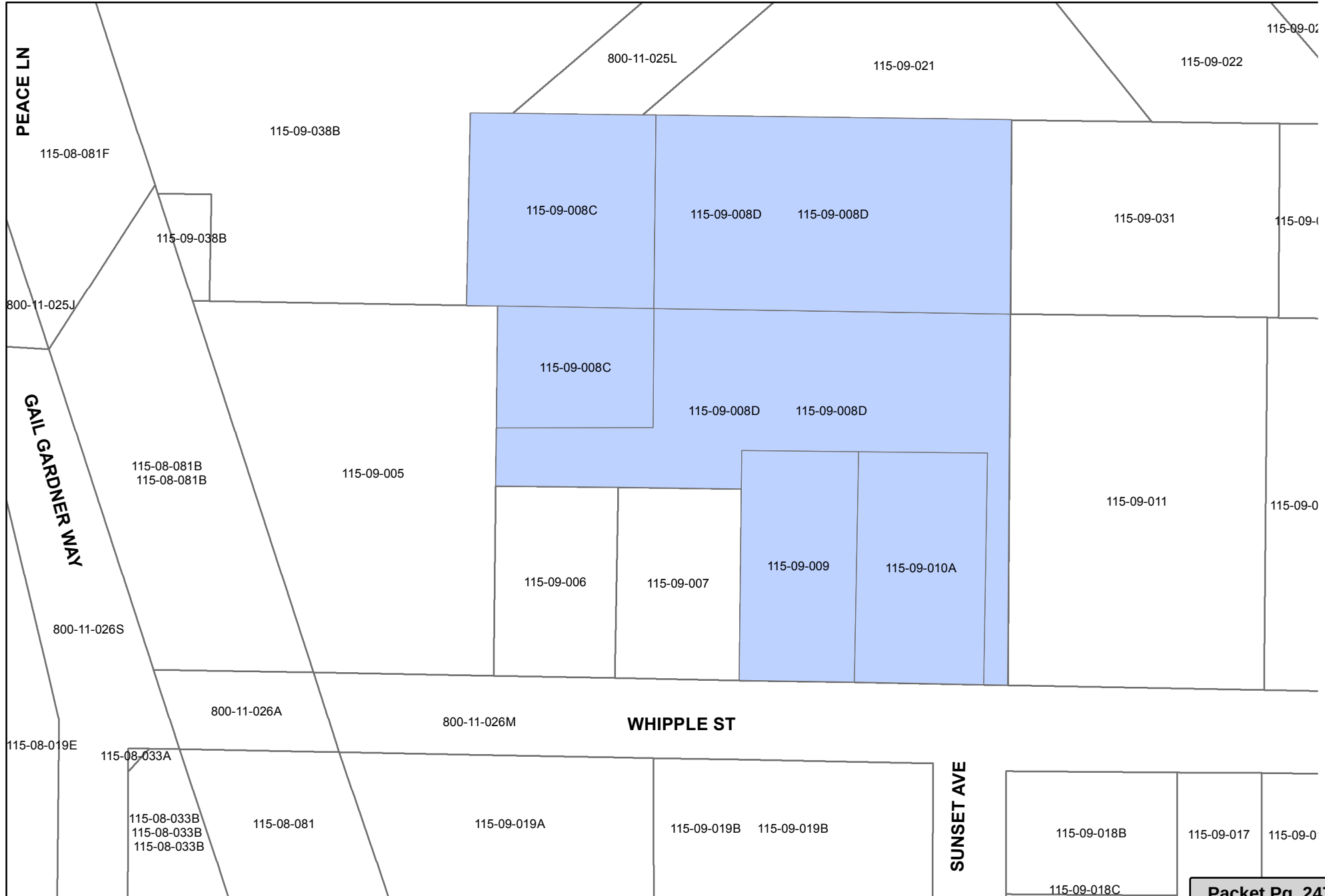
The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

[Seal]_____
Notary Public

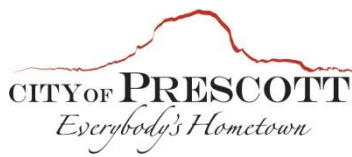
10.F.b



A horizontal number line is shown with tick marks at 0, 100, 200, and 400. The word "Feet" is written at the right end of the line. The segment between 100 and 200 is shaded in light blue.



Attachment: Project Location Map for 1040 Whipple Street (2148 : WSA Amendment: 1040 Whipple)

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **9-11-18**

DEPARTMENT: **Field and Facilities Services**

AGENDA ITEM: Approval to purchase one (1) 2019 Freightliner M2 106 chassis from Freightliner of Arizona for \$95,915.05 using State of Arizona Contract No. ADSP015-093361 (City Contract No. 2019-085), and one (1) pothole repair body from Bergkamp Inc. using National Joint Powers Alliance contract No. 052417-BGK:FP5 pricing for \$119,455.00 (City Contract No. 2019-086), in the total amount of \$215,370.05. Funding is available in the Streets Maintenance Fund.

FUNDING SOURCE: Streets Fund

Approved By: Michael Lamar, City Manager

Item Summary

This item is requesting permission to purchase a new Pothole Patch truck. The chassis of the truck will be purchased from Freightliner Arizona using the Arizona State Contract No. ADSP015-093361 pricing, and the body will be purchased from Bergkamp Inc. using the NJPA contract No. 052417-BGK: FP5 pricing.

The new vehicle purchase was reviewed by the Fleet Asset Review Board (FARB) and approved for FY19. The FARB considered the Divisions needs, how the asset will be used, and the overall benefit to the City.

Background

Fleet Services, working in conjunction with the Streets Maintenance Division is requesting permission to purchase a pothole patch truck to make hot-mix asphalt patches on potholes, utility cuts and small pavement repairs throughout the City.

The truck is self-contained and will enable the crews to make long-lasting, quality repairs. The Current practice is to cold-patch potholes and utility cuts until they can be permanently repaired. These temporary repairs must be revisited regularly to ensure the material is still in place and smooth.

Additionally permanent pavement repairs of this size must be done in batches within the vicinity of one another to justify the purchase of asphalt by the ton. The patch truck will allow us to repair these areas individually, resulting in more timely, permanent repairs. The leftover material from large jobs can be placed into the truck kept warm, and used

AGENDA ITEM: Approval to purchase one (1) 2019 Freightliner M2 106 chassis from Freightliner of Arizona for \$95,915.05 using State of Arizona Contract No. ADSP015-093361 (City Contract No. 2019-085), and one (1) pothole repair body from Bergkamp Inc. using National Joint Powers Alliance contract No. 052417-BGK:FP5 pricing for \$119,455.00 (City Contract No. 2019-086), in the total amount of \$215,370.05. Funding is available in the Streets Maintenance Fund.

to make permanent repairs the following day. This will reduce the amount of waste normally produced doing small batch repairs.

During the winter months when the asphalt plant is not running regularly or immediately following a storm the Streets Division can use cold mix in the patch truck. By heating up the cold mix it is much more flexible and it bonds better to the existing asphalt, making it more effective as a temporary repair.

Both the Chassis and Body will be purchased using competitively bid contracts, ensuring the best possible pricing for the City of Prescott.

Financial Impact

Funding of \$215,370.05 is available in the FY19 Streets Maintenance budget.

Attachments

1. Freightliner 2020 M2 106 Crew Cab Quote Dated 08.21.18
2. Bergkamp Pothole Body Quote Dated 08.02.18

Recommended Action: MOVE to approve City Contract No. 2019-085 with Freightliner of Arizona for \$95,915.05, and City Contract No. 2019-086 with Bergkamp Inc. for \$119,455.00.


Freightliner of Arizona, LLC

1230 S. Akimel Lane
Chandler AZ, 85226
Phone: (480) 282-4000

Buyers Order

DE-04795
08/14/2018

Contact: Jim Ross - Mobile: 602-909-1751 - Email: jross@fswaz.com

Bill To: 8910

CITY OF PRESCOTT
432 N. VIRGINIA STREET
PRESCOTT AZ 86301
Phone: (928)777-1655

Ship To:

CITY OF PRESCOTT
432 N. VIRGINIA STREET
PRESCOTT AZ 86301

Stock#: On Order
VIN: TBD

New 2020 Freightliner M2 106

Price: \$88,975.00

Unit Price: \$88,975.00

FET: \$0.00

- Tire Credit: \$0.00

Net Difference \$88,975.00

= Net FET \$0.00

State Sales Tax \$6,940.05

Total Vehicle Sale Price \$95,915.05

Net Total \$95,915.05

Freightliner 2020 M2 106 Crew Cab Chassis for Bergkamp Body.

Price includes Freight to Bergkamp. Customer responsible for freight from Bergkamp to Prescott, AZ.

Price includes FET Tire Credit of \$176.34

STATE OF ARIZONA CONTRACT# ADSP015-093361 MEDIUM AND HEAVY DUTY CAB AND CHASSIS

Legal title to the described vehicle(s) does not pass to purchaser until such time as title to any trade-in is proven to the satisfaction of FREIGHTLINER OF ARIZONA LLC to be unencumbered and purchaser's check or draft, if any, has been verified and cleared. This is to certify that this is a true and correct Bill of Sale.

Dealer: Freightliner of Arizona, LLC
(Printed)

Customer: CITY OF PRESCOTT
(Printed)

By: _____
(Signature)

By: _____
(Signature)

Date

Date

SWORN to and SUBSCRIBED before me this _____ day of _____, _____. Notary Public: _____

Prepared for:
 Micheal Carr
 City of Prescott
 432 North Virginia St
 Prescott, AZ 86301
 Phone: 928-777-1639

Prepared by:
 Jim Ross
 FREIGHTLINER OF ARIZONA
 9899 W ROOSEVELT STREET
 TOLLESON, AZ 85353
 Phone:

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-18M	M2 PRL-18M (EFF:04/17/18)		
Data Version			
DRL-016	SPECPRO21 DATA RELEASE VER 016		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-220	2020 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 35000.0 lbs		



Prepared for:
 Micheal Carr
 City of Prescott
 432 North Virginia St
 Prescott, AZ 86301
 Phone: 928-777-1639

Prepared by:
 Jim Ross
 FREIGHTLINER OF ARIZONA
 9899 W ROOSEVELT STREET
 TOLLESON, AZ 85353
 Phone:

Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-006	UTILITY BODY		
AF4-99D	EXPECTED EMPTY BODY WEIGHT : 0.0 lbs		
A88-99D	EXPECTED TRUCK BODY LENGTH : 14.0 ft		
AF3-1DV	BREGKAMP INCORPORATED		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-22P	CUM L9 300 HP @ 2000 RPM, 2200 GOV RPM, 860 LB/FT @ 1300 RPM	640	30
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
Engine Equipment			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
104-002	FUMOTO DRAIN VALVE(S) ON OIL PAN		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-203	(3) DTNA GENUINE, FLOODED STARTING, MIN 2250CCA, 510RC, THREADED STUD BATTERIES	40	20
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	

Prepared for:
 Micheal Carr
 City of Prescott
 432 North Virginia St
 Prescott, AZ 86301
 Phone: 928-777-1639

Prepared by:
 Jim Ross
 FREIGHTLINER OF ARIZONA
 9899 W ROOSEVELT STREET
 TOLLESON, AZ 85353
 Phone:

Data Code	Description	Weight Front	Weight Rear
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1DE	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH C-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1D0	RH CURVED VERTICAL TAILPIPE C-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-101	900 SQUARE INCH ALUMINUM RADIATOR	-35	
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		

Prepared for:
 Micheal Carr
 City of Prescott
 432 North Virginia St
 Prescott, AZ 86301
 Phone: 928-777-1639

Prepared by:
 Jim Ross
 FREIGHTLINER OF ARIZONA
 9899 W ROOSEVELT STREET
 TOLLESON, AZ 85353
 Phone:

Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
---------	--	-----	----

Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE



Prepared for:
 Micheal Carr
 City of Prescott
 432 North Virginia St
 Prescott, AZ 86301
 Phone: 928-777-1639

Prepared by:
 Jim Ross
 FREIGHTLINER OF ARIZONA
 9899 W ROOSEVELT STREET
 TOLLESON, AZ 85353
 Phone:

Data Code	Description	Weight Front	Weight Rear
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
84N-000	NEUTRAL AT STOP - DISABLED, FUELSense - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
85H-159	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS		
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-002	PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL



Prepared for:
 Micheal Carr
 City of Prescott
 432 North Virginia St
 Prescott, AZ 86301
 Phone: 928-777-1639

Prepared by:
 Jim Ross
 FREIGHTLINER OF ARIZONA
 9899 W ROOSEVELT STREET
 TOLLESON, AZ 85353
 Phone:

Data Code	Description	Weight Front	Weight Rear
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-1E9	12,000# MONO TAPERLEAF FRONT SUSPENSION		
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-051	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	25	25
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		110
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Brake System			

Prepared for:
 Micheal Carr
 City of Prescott
 432 North Virginia St
 Prescott, AZ 86301
 Phone: 928-777-1639

Prepared by:
 Jim Ross
 FREIGHTLINER OF ARIZONA
 9899 W ROOSEVELT STREET
 TOLLESON, AZ 85353
 Phone:

Data Code	Description	Weight Front	Weight Rear
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
485-003	QUICK DISCONNECT FITTING WITH TIRE INFLATION KIT	2	

Trailer Connections

335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT

Wheelbase & Frame

545-610	6100MM (240 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	310	120
552-149	875MM (34 INCH) REAR FRAME OVERHANG		
55W-003	FRAME OVERHANG RANGE: 31 INCH TO 40 INCH	20	-120
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 127.2 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 124.2 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 303.99		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 127.2 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 131.89 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 154.81 in		



Prepared for:
 Micheal Carr
 City of Prescott
 432 North Virginia St
 Prescott, AZ 86301
 Phone: 928-777-1639

Prepared by:
 Jim Ross
 FREIGHTLINER OF ARIZONA
 9899 W ROOSEVELT STREET
 TOLLESON, AZ 85353
 Phone:

Data Code	Description	Weight Front	Weight Rear
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	30	
218-001	23 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1TV	HANKOOK AH37 11R22.5 16 PLY RADIAL FRONT TIRES	18	
094-2C7	HANKOOK DL11 11R22.5 16 PLY RADIAL REAR TIRES		60
Hubs			

Prepared for:
 Micheal Carr
 City of Prescott
 432 North Virginia St
 Prescott, AZ 86301
 Phone: 928-777-1639

Prepared by:
 Jim Ross
 FREIGHTLINER OF ARIZONA
 9899 W ROOSEVELT STREET
 TOLLESON, AZ 85353
 Phone:

Data Code	Description	Weight Front	Weight Rear
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS		
505-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-079	154 INCH BBC HIGH-ROOF ALUMINUM CONVENTIONAL CREW CAB	430	250
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-009	PAINTED PLASTIC GRILLE		
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-001	(5) AMBER MARKER LIGHTS		
294-090	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING FOR COMBINED STOP/TURN LIGHTS TO FOUR FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		

Prepared for:
 Micheal Carr
 City of Prescott
 432 North Virginia St
 Prescott, AZ 86301
 Phone: 928-777-1639

Prepared by:
 Jim Ross
 FREIGHTLINER OF ARIZONA
 9899 W ROOSEVELT STREET
 TOLLESON, AZ 85353
 Phone:

Data Code	Description	Weight Front	Weight Rear
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	4
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-047	DOOR ACTIVATED DOME/RED MAP LIGHTS, FORWARD LH AND RH AND REAR LH, RH AND CENTER		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	

Prepared for:
 Micheal Carr
 City of Prescott
 432 North Virginia St
 Prescott, AZ 86301
 Phone: 928-777-1639

Prepared by:
 Jim Ross
 FREIGHTLINER OF ARIZONA
 9899 W ROOSEVELT STREET
 TOLLESON, AZ 85353
 Phone:

Data Code	Description	Weight Front	Weight Rear
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1J3	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
762-001	FULL WIDTH REAR BENCH SEAT	60	20
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
755-036	VINYL WITH VINYL INSERT REAR PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL	
734-004	GRAY CENTER INSTRUMENT PANEL	
870-001	BLACK GAUGE BEZELS	
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM	
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES	
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS	
721-001	97 DB BACKUP ALARM	3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL	
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY	
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED	
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH	
844-001	2 INCH ELECTRIC FUEL GAUGE	
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE	
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE	



Prepared for:
 Micheal Carr
 City of Prescott
 432 North Virginia St
 Prescott, AZ 86301
 Phone: 928-777-1639

Prepared by:
 Jim Ross
 FREIGHTLINER OF ARIZONA
 9899 W ROOSEVELT STREET
 TOLLESON, AZ 85353
 Phone:

Data Code	Description	Weight Front	Weight Rear
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-063	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP FOR CUSTOMER INSTALLED PTO	5	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
329-083	SIX ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS; FOUR WIRE TO CHASSIS AT BACK OF CAB, TWO UNWIRED, LABEL ALL OPT		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		



Prepared for:
 Micheal Carr
 City of Prescott
 432 North Virginia St
 Prescott, AZ 86301
 Phone: 928-777-1639

Prepared by:
 Jim Ross
 FREIGHTLINER OF ARIZONA
 9899 W ROOSEVELT STREET
 TOLLESON, AZ 85353
 Phone:

Data Code	Description	Weight Front	Weight Rear
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Secondary Factory Options

998-001 CORPORATE PDI CENTER IN-SERVICE ONLY

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7706 lbs	4295 lbs	12001 lbs
Total Weight ⁺	7706 lbs	4295 lbs	12001 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

**QUOTE Valid for 90
days from date
prepared**

NJPA CONTRACT PRICING WORKSHEET
For Roadway Maintenance Equipment Purchases

Contract
No.

052417-BGK

Date
Prepared:

8/2/2018



Buying Agency:	City of Prescott	Contractor:	Bergkamp Inc.
Contact Person:	Greg Patrick	Prepared By:	Jennifer Straus
Address:	2800 Sundog Ranch Road	Phone:	254-717-3664
Phone:	928-777-1654	Fax:	
Email:	greg.patrick@prescott-az.gov	Email:	jennifers@bergkampinc.com
Secondary Contact			
Phone:			
Email:			
Chassis Provider	Freightliner		
Contact			
Phone:			
Email:			

Description: **Bergkamp FP5 Flameless All-In-One Pothole Patcher Body**

A. Product Item Base Unit Price Per NJPA Contract #052417-BGK: FP5 Base Price Includes, but is Not Limited to:

InPave® Telematics Technology, Dual Auger Motor System, Full Length Reversible Agitator, Powered by hydraulically-driven AC electric generator, Live PTO for hydraulic power at all engine or travel speeds, Incandescent Lighting, Electric Overnight Heating system w/ Cord, 80 gallon Tack Tank, Air/Tack Wand w/ Recirculating Cleanout System, Cleaning Fluid Tank (15 gal.), Mounting on Customers' Chassis at Bergkamp Factory
Color: Bergkamp Orange (Standard Color), 12 Month Warranty

\$78,638.0

B. The Patcher Body Options, Delivery and Service Items

	Cost	Description	Cost
Single Drum Roller mounted onto a hydraulic lift platform	\$8,040.00		
JKH Stanley Model BR67 Pavement Breaker on Retractable Hose Reel	\$3,200.00		
FP5 360 Camera and Mobile Digital Recorder (MDR) Wi Fi/4G System	\$7,500.00		
PTH Propane Torch & Mounted 20# Bottle	\$728.00		
CHA Cone Holder x 2	\$195.00		
Dual Wand Cleaning System (one front & one rear)	\$405.00		
Swing Auger System	\$9,670.00		
Strobe Light - Dual, LED Rear Arrow Board Mount	\$815.00		
Pedestal mounted LED strobe light	\$695.00		
Delivery and training - Delivery Charge based on drive away service @ \$3.50 per mile	\$3,654.00		
Mounting Charge is included in Base Price Above	Incl.		
Tool Holder mounted on rear bin	\$195.00		
Swing Arm Tack System	\$2,795.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	\$37,892.0

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B :	\$116,530.00	=	Subtotal C:	\$116,530.0
-------------------	---	-----------------------	--------------	---	-------------	-------------

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
LED Side Flshers on side of patcher platform	455		
LED Dual Rear Flashers (approx 6 feet off ground on patcher body)	550		
Night Work Lights Two LED Rear Mounted	\$935.00		
Arrow Board - Able 2 10 Light LED	985		
		Subtotal D:	2925

Delivery Date: Approx. 110 days after PO is received by Bergkamp or 30 days after delivery of chassis to factory whichever occurs last

F. Total Purchase Price (C+D):

\$119,455.0

Attachment: Bergkamp Pothole Body Quote Dated 08.02.18 (2141 : Streets Division Pothole Truck)