



AGENDA

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
Tuesday, August 27, 2013
3:00 PM**

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

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

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION** Pastor Jane Cheek, United Congregational Church
- ◆ **PLEDGE OF ALLEGIANCE** Councilman Arnold
- ◆ **ROLL CALL**

MAYOR AND CITY COUNCIL

Mayor Kuykendall
Councilman Arnold
Councilman Blair
Councilman Carlow

Councilman Kuknyo
Councilman Lamerson
Councilman Scamardo

- ◆ **PROCLAMATION**
 1. "Kellogg-Briand Peace Pact Day" August 27, 2013

- ◆ **ANNOUNCEMENTS**

I. CONSENT AGENDA

CONSENT ITEMS I.A. – I.D. LISTED BELOW MAY BE ENACTED BY ONE MOTION. ANY ITEM MAY BE REMOVED AND DISCUSSED IF A COUNCILMEMBER SO REQUESTS.

- A. Approval of the minutes of the Prescott City Council of a Special Meeting of July 30, 2013, Workshop of August 6, 2013, Special Meeting of August 13, 2013 and Voting Meeting of August 13, 2013.
- B. Approval of payment as a contribution towards the Yavapai Humane Society in the amount of \$15,000.00 for a new building
- C. Approval of Mitel Phone System support and maintenance services for Fiscal Year 2014 in the amount of \$16,950.00
- D. Approval of grant application to the Yavapai-Prescott Indian Tribe requesting funding for public safety equipment in the amount of \$17,913.12

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

II. REGULAR AGENDA

- A. Award of construction contract for Goldwater Lake Park – Day Use Expansion Project to Fann Contracting, Inc., in the amount of \$846,741.00.

RECOMMENDED ACTION: MOVE to approve award of a construction contract for the Goldwater Lake Park – Day Use Expansion Project to Fann Contracting, Inc., in the total amount of \$846,741.00.

- B. Adoption of Resolution No. 4195-1404 accepting a FEMA 2012 Assistance to Firefighters Grant in the total amount of \$186,000.00 (90% federal-funded)

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4195-1404.

- C. Approval of a one-year extension of an Agreement for Services with the Prescott Area Arts and Humanities Council (City Contract No. 2013 – 047 A1)

RECOMMENDED ACTION: MOVE to approve a one-year extension to the Agreement for Services with the Prescott Area Arts and Humanities Council (City Contract No. 2013 – 047 A1).

- D. Approval of a Downtown Management Agreement with the Prescott Downtown Partnership (PDP) for Fiscal Year 2014 (City Contract No. 2013-046 A1)

RECOMMENDED ACTION: MOVE to approve a one-year extension to the Downtown Management Agreement with the Prescott Downtown Partnership (City Contract No. 2013-046 A1).

- E. Approval to purchase two replacement submersible sewage pumps and accessories from Pump Systems, Inc., for Yavapai Hills No. 9 Lift Station in the amount of \$50,191.68.

RECOMMENDED ACTION: MOVE to approve the purchase of two replacement submersible sewage pumps and accessories from Pump Systems, Inc., for the Yavapai Hills No. 9 Lift Station in the amount of \$50,191.68.

- F. Approval of Independent Contractor Agreement with Salt River Valley Water Users' Association for the Big Chino Sub-basin Ephemeral Stream Flow Monitoring System (City Contract No. 2014-001)

RECOMMENDED ACTION: MOVE to approve the Independent Contractor Agreement with Salt River Valley Water Users' Association for the Big Chino Sub-basin Ephemeral Stream Flow Monitoring System (City Contract No. 2014-001).

III. ADJOURNMENT

EXECUTIVE SESSION

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

- (i) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (ii) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (iii) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (iv) Discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid litigation (A.R.S. §38-431.03(A)(4));

- (v) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5));
- (vi) Discussion, consultation or consideration for negotiations by the city or its designated representatives with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6));
- (vii) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(A)(7)).

Confidentiality

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

CERTIFICATION OF POSTING OF NOTICE

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

Lynn Mulhall, MMC, City Clerk

PRESCOTT CITY COUNCIL
SPECIAL MEETING
TUESDAY, JULY 30, 2013
PRESCOTT, ARIZONA

MINUTES OF THE SPECIAL MEETING OF THE PRESCOTT CITY COUNCIL HELD ON JULY 30, 2013, in the LOWER LEVEL CONFERENCE ROOM located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 1:00 P.M.

◆ **ROLL CALL**

Council Present:

Mayor Kuykendall
Councilman Arnold
Councilman Blair
Councilman Carlow
Councilman Kuknyo *
Councilman Lamerson
Councilman Scamardo

*attended via conference call

Staff Present

Craig McConnell, City Manager
Jon Paladini, City Attorney
Lynn Mulhall, City Clerk
Mark Woodfill, Finance Director
Alison Zelms, Assistant City Manager
Linda Ripley, Legal Administrator
Dan Fraijo, Fire Chief
Pete Wertheim, Communications and Public
Affairs Manager
Mary Jacobson, Human Resources Director
Leslie Rich, representing the Risk Pool

CALL TO ENTER INTO EXECUTIVE SESSION

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

COUNCILMAN LAMERSON MOVED TO RECESS INTO EXECUTIVE SESSION; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.

The Prescott City Council recessed into Executive Session at 1:00 P.M.

EXECUTIVE SESSION

I. LEGAL MATTERS

- A. An executive session pursuant to A.R.S. §38-431.03(A)(2)(3)and(4) for discussion, consultation or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law, legal advice with the attorney or attorneys of the public body; for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.
1. Legal and contractual matters, including potential litigation, related to line of duty fatalities.

B. The executive session adjourned at 3:09 P.M.

ADJOURNMENT

There being no further matters to come before the Special Meeting, the meeting was adjourned at 3:09 P.M.

MARLIN D. KUYKENDALL, Mayor

ATTEST

LYNN MULHALL, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of the City of Prescott, Arizona held on the 30th day of July, 2013. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2013.

AFFIX
CITY SEAL

LYNN MULHALL, City Clerk

PRESCOTT CITY COUNCIL
WORKSHOP
TUESDAY, AUGUST 6, 2013
PRESCOTT, ARIZONA

MINUTES OF THE WORKSHOP OF THE PRESCOTT CITY COUNCIL HELD ON AUGUST 6, 2013, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

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

◆ **INVOCATION** Church of Jesus Christ of Latter Day Saints

◆ **PLEDGE OF ALLEGIANCE** Councilman Scamardo

◆ **ROLL CALL**

Present:

Absent:

Mayor Kuykendall
Councilman Arnold
Councilman Blair
Councilman Carlow
Councilman Kuknyo
Councilman Lamerson
Councilman Scamardo

I. PROCLAMATIONS

A. "Drowning Impact Awareness Month" – August 2013

Councilman Arnold read the proclamation and presented it to Chief Fraijo.

II. PRESENTATIONS

A. Prescott Chamber of Commerce - Introduction of New Businesses

Erin Cornwell, Membership Director, announced the new members for July:

Solar City, Nyla D Salon, Prescott Area Tennis Association, Driggs Title Agency, Blazing Sky Solar Group, Divine Heart Ministries, The Niche, Rendezvous on the Square, Pralines of Prescott, Robek's Fruit Smoothies, Tierra Wild, Dan Conway Photography, Virgo Organize Interiors, and AZ Concrete – Treatment Stone & Tile Inc.

She also mentioned the Affair on the Square event the Chamber will host on Labor Day Weekend.

B. Todd Sadow – Economic impact from the 2013 Whiskey Off-Road events

Mr. Sadow showed a PowerPoint presentation of the 2013 Whiskey Off-Road Economic Impact Study which covered:

- Total participants – 1,789 (+150 in Kids Fun Ride)
- Total estimated visitors – 12,000
- Annual growth rate – 20 percent in 2013
- Annual total Economic Impact for the Tri-City Area Including Pre-Rides - \$4.5 Million Tri-City GRP
- Average spent per Party for the Weekend - \$1,318 for riders, \$857 for visitors
- Event Objectives for the 2014 Whiskey Off-Road – increase international attendance and media and further develop female participation and community concert.

C. Update on Sesquicentennial Plans by Neil Thomas, Chair of the Sesquicentennial Planning Committee

Don Prince said the committee was formed in April 2013 and mentioned the members' names. He then introduced Dr. Neil Thomas, who was selected as the Chairman.

Dr. Thomas thanked Mr. Prince for guiding the group and noted that the City of Prescott will be 150 years old May 2014. The committee is planning a party which will commence May 30 and run until December. He showed a PowerPoint presentation covering:

- The main celebration May 30, 31 and June 1
- Signature celebrations
- Rodeo
- Shootout on Whiskey Row
- Western Heritage Days
- Proposed event layout
- Events for the weekend
- Other Discussed Events

Councilman Kuknyo asked if they were involving the Yavapai-Prescott Tribe. Dr. Thomas said that is part of the plan.

Mayor Kuykendall said that he and City Manager McConnell met with the new Tribal Manager about working together in the future and received a favorable response.

D. “Presentation of National Sister City Award”, by State Sister City President Bob Greninger

Mr. Greninger, State Sister City President, asked Ray Baldwin, Margo Christensen and Bill Makela, who represent the three Sister Cities, to join him for the presentation. He talked about the beginning of the Sister Cities program and said it was founded in 1956 by President Eisenhower, as a way to reach out to a world that was still struggling through World War II and the Korean conflict. They recently celebrated their 57th anniversary as a humanitarian organization. He said the Sister City Organization of Prescott is celebrating its 41st anniversary this year.

Mr. Greninger and the representatives presented Mayor Kuykendall with an award for the “Best Overall Program of 2012” from the Sister Cities Organization. The Mayor thanked Mr. Greninger and those who did all of the hard work behind the scenes.

III. OTHER CITY PRESENTATIONS AND DISCUSSION ITEMS

A. Sidewalk Preservation and Replacement Program

Mr. Nietupski presented and showed a PowerPoint presentation which covered:

- City Code Amendment FY 14 Budget – the code change gives the City discretion to replace or rebuild sidewalks subject to the availability of funds.
- Sidewalk Program Approach - the initial focus is the high use areas from Downtown outward, reduce trip hazards, install Americans with Disabilities Act (ADA) compliant ramps and prioritize the preservation of trees.
- Limits of Initial Downtown Sidewalk Focus Area
- Sidewalk Conditions and Ratings
- Observed Conditions Quantified – Area Map – 60 percent of the sidewalks are in good to very good shape, while 40 percent rate as fair, poor and failed. 10 percent of the sidewalks require replacement.
- Scope of Initial Sidewalk Project – estimate of \$185,000.00
- Project Schedule – 45 days

Councilman Lamerson asked how the program will be funded. He said the General Fund is overtaxed and asked if staff considered an Improvement District to pay for the infrastructure. He said the City should look at bonding and districts for funding. There should be a way to pay for capital improvements besides the sales tax.

Mr. Nietupski said staff could evaluate it. He said the program will continue annually as long as it is in the budget.

B. Council meeting types and monthly schedule

The Mayor and Council members discussed the various meeting formats and times those meetings can be held. The consensus was to return to the Study Session/Voting Meeting format, where the Study Sessions will be on the first and third Tuesdays of the month with the Voting Meetings taking place on the second and fourth Tuesdays, beginning September 3, 2013. Caucuses, Workshops and Special Meetings can be scheduled as needed.

C. Public Safety – Police and Fire Programs, Models, and Funding

1) Wildland Division of the Prescott Fire Department

Mayor Kuykendall reminded the Council that it was National Night Out and they should plan to adjourn by 5:00 PM to meet with various groups in the neighborhood to talk about safety.

He noted that this item was the start of a conversation and Police Chief Monahan, Fire Operations Division Chief Willis and Fire Chief Fraijo were available to answer questions.

City Manager, Craig McConnell presented.

He noted that there is a programmatic issue related to the general fund and public safety that has been discussed in the past couple of years, and an issue of the competition of funding within the general funds. He said there are also issues which include the Wildland Division.

He said the topics should be approached subjectively by confirming some assumptions.

The topics to be discussed are:

- Wildland Division of the Prescott Fire Department – wildland management and firefighting capabilities
- Funding to assure adequacy of public safety services – Police, fire suppression, emergency medical, wildland
- Preserving community amenities, programs and services other than public safety - are they really non-essential? – the importance of Prescott's quality of life to its economy; halting erosion of non-public safety programs and services in direct competition for funding

Councilman Lamerson asked Chief Fraijo what he needed now to take care of fire service in Prescott and how the workload is being covered with the loss of the Hotshot Crew.

Chief Fraijo asked why they are talking about this as a separate issue, when they used to have a Wildland Crew. He said that when the Wildland Crew is here, the City has adequate protection. If they are talking about not replacing them, he needs to know about it.

Councilman Kuknyo asked if the City is entitled to call another Incident Crew in if their Type I Crew is in another state. Chief Fraijo answered that a crew would automatically be sent to Prescott. He said that he only needs to know that the City will have a wildland team. They will have to start planning within the next month to get a crew together for the next season. He said the City could have a Type I team by the first of the year. If they do not have one, there will be some exposures that the City did not have before.

Mr. McConnell said there is a hole in the City with the Wildland Division and the missing resources. He noted that as the community develops, the City may need more stations in the growth areas to preserve response times.

Councilman Lamerson said there are significant consequences for not addressing the capital needs of the police and fire in the community. Councilman Blair said the City of Prescott has to move towards safer conditions for the people who live in the wilderness.

Councilman Arnold told Chief Fraijo that Council is looking for his recommendations on how to rebuild the crew and what it will look like.

Chief Fraijo said that people are asking when they will be clearing brush again. He said that he did not know that the City wanted to replace the Hotshots and said it needs to start soon.

Mr. McConnell presented a slide to emphasize that the Wildland Division is one of the divisions of the Fire Department. He said the City is continuing to provide structural suppression and Emergency Medical Services through the Fire Department.

Councilman Lamerson said there are a number of full time hotshots and they did other things, like clearing brush when it is not fire season. He asked if the Fire Department is doing the Hotshot work now and if the work that the Fire Department is supposed to be doing has diminished.

Mr. McConnell said Prescott needs a Wildland Division. He noted that the City needs vegetation clearing and fire fighting capability. He said this meeting is not about whether the City of Prescott is questioning restoring these capabilities. It is a confirmation by the Council to restore the capabilities, which is also the recommendation of staff. He said it is a question of what capabilities Council is talking about.

Councilman Blair said a new team needs to be put in place and he felt that is the intention of the entire Council. Mr. McConnell said today is the day to confirm that publically.

Councilman Lamerson said there are some public safety issues and they do not have a dependent revenue stream. He said it is time the community stepped up to insure the public safety elements. He asked what portion of sales tax is dedicated to police and fire.

Mr. McConnell said that from a policy standpoint, the City needs to rebuild the Wildland Division. He noted that the City needs to have an active Wildland Fuels Reduction Program and needs to complete the current grant. He said they need to successfully compete for grants to offset some of the costs. We need a wildland firefighting capability to directly benefit the City residents. He said it is not enough to have a team that fights fires elsewhere, when we have a fire here.

He noted that there are two issues. The City of Prescott is located with public lands outside of the City limits, much of which is forested and we have privately owned property that is a wildland hazard. He noted that sufficient assured funding needs to be provided to support the wildland efforts through local funding and grants.

Councilman Blair reported that people have contacted him who want to support the Hotshot crew by providing money for training or equipment. He asked who the contact would be. Mr. McConnell said they should contact Chief Willis.

Councilman Scamardo asked what staff would like for the composition of employees in terms of temporary/seasonal and permanent personnel. Chief Fraijo said they should have eight permanent and the rest seasonal employees.

Councilman Arnold asked if there are greater opportunities for funding through grants.

Chief Willis said they are on the cusp of applying for another grant. He noted that their target for fuels management was 500 acres within the City per year. He said there are 17,700 acres that need to be treated. The recommendation was 7 to 10 years to do the maintenance.

Councilman Arnold asked if the City was doing enough. He noted that it was a 35 year program to treat the 17,000 acres one time. You have to do that 3 times over in order to keep up the maintenance. He asked how the City could insure the services and quality of life in the community.

Mr. McConnell said there is financial information the Council needs to understand about public safety. The fire department is ready to start to restore the capabilities of the Wildland Division. He suggested calendaring the item for August 20 to expedite the resolution for some of the issues.

He noted that the General Fund Budget, in which public safety resides, as well as Parks and Recreation and the Library, is balanced for the fiscal year and the City is still treading water. He said they operated within a framework of law. Nearly 100 percent of the General Fund is sales tax or state shared revenue. He noted the City is highly susceptible to economic downturn and legislative fixes. They have not adequately addressed the personnel pay plan or facilities needs, operations and maintenance. He also noted the City is not funding vehicle and equipment replacement.

He said the City needs to take this to the public to see if there is community support for a remedy. The General Fund revenue is insufficient and too unstable to support the City's quality of life for the long haul.

He showed a property tax rate comparison chart detailing the City property tax on a \$200,000.00 residence. The tax had been reduced about 5.6 percent from 2012 to 2013. Property tax is only 3.9 percent of the total bill. The total amount of property tax in the City is nearly \$400.00 less than in the unincorporated County.

He said he would like to add this financial discussion to the August 20 meeting, as well as discussing the assured public safety issue.

Councilman Arnold said the City has the budget to bring service to the same level as what they had. He said he was concerned where they would be 15 years from now as it relates to sales tax income, and addressing how they will maintain and improve our service levels.

Mr. McConnell said staff would come back with a plan on August 20 on how to restore the capabilities.

Councilman Carlow asked if the Fire Department could start looking for employees now or did they have to wait two weeks. Mr. McConnell said they should wait two weeks unless the Chiefs feel differently. Chief Fraijo said they needed a decision in two weeks to put a team together.

Mayor Kuykendall asked what team they would be putting together.

Chief Willis said the core overhead would be a combination of firefighter and brush reduction personnel. He noted there was a business model that was cost neutral over the past few years.

Councilman Lamerson asked if there is a way to use money the City set aside in the budget this year, which would not be spent on capital improvement, on an administration building. Mr. McConnell said yes.

Councilman Scamardo said they should start the pre-screening of candidates immediately.

Mr. Paladini, City Attorney, said the manager and Fire Department could seek applications for the department. It did not involve Council action.

2) Funding to assure adequacy of public safety services – no discussion

IV. REPORTS

A. Board/Commission Liaison Reports – no discussion

V. ADJOURNMENT

Amanda Marsh, Granite Mountain Hotshot widow, asked if she could speak for two minutes. Mayor Kuykendall declined her request because the meeting was not advertised as a public meeting.

There being no further business to be discussed, the August 6, 2013, Prescott City Council Workshop adjourned at 5:18 PM.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

LYNN MULHALL, City Clerk

PRESCOTT CITY COUNCIL
SPECIAL MEETING
TUESDAY, AUGUST 13, 2013
PRESCOTT, ARIZONA

MINUTES OF THE SPECIAL MEETING OF THE PRESCOTT CITY COUNCIL HELD ON AUGUST 13, 2013, in the LOWER LEVEL CONFERENCE ROOM located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 1:05 P.M.

◆ **ROLL CALL**

Present:

Mayor Kuykendall
Councilman Arnold
Councilman Blair
Councilman Carlow
Councilman Kuknyo
Councilman Lamerson
Councilman Scamardo

Staff Present

Craig McConnell, City Manager
Jon Paladini, City Attorney
Lynn Mulhall, City Clerk
Mark Woodfill, Finance Director
Alison Zelms, Deputy City Manager
Dan Fraijo, Fire Chief
Pete Wertheim, Public Information Manager
Dave Willis, Deputy Fire Chief
Linda Ripley, Legal Administrator

CALL TO ENTER INTO EXECUTIVE SESSION

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

COUNCILMAN LAMERSON MOVED TO RECESS INTO EXECUTIVE SESSION; SECONDED BY COUNCILMAN KUKNYO; PASSED UNANIMOUSLY.

The Prescott City Council recessed into Executive Session at 2:49 P.M.

EXECUTIVE SESSION

I. LEGAL MATTERS

- A. An executive session pursuant to A.R.S. §38-431.03(A)(2)(3)and(4) for discussion, consultation or consideration of records exempt by law from public inspection, including the receipt and discussion of

information or testimony that is specifically required to be maintained as confidential by state or federal law, legal advice with the attorney or attorneys of the public body; for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

1. Legal and contractual matters, including potential litigation, related to line of duty fatalities.

B. The executive session adjourned at 2:49 P.M.

ADJOURNMENT

There being no further matters to come before the Special Meeting, the meeting was adjourned at 2:14 P.M.

MARLIN D. KUYKENDALL, Mayor

ATTEST

LYNN MULHALL, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of the City of Prescott, Arizona held on the 13th day of August, 2013. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2013.

AFFIX
CITY SEAL

LYNN MULHALL, City Clerk

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, AUGUST 13, 2013
PRESCOTT, ARIZONA

MINUTES OF THE REGULAR VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON AUGUST 13, 2013, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

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

◆ **INTRODUCTIONS**

◆ **INVOCATION** by Reverend Tom Catlin, Unity Church of Prescott

◆ **PLEDGE OF ALLEGIANCE** by Councilman Blair

◆ **ROLL CALL:**

Present:

Absent:

Mayor Kuykendall
Councilman Arnold
Councilman Blair
Councilman Carlow
Councilman Kuknyo
Councilman Lamerson
Councilman Scamardo

None

◆ **ANNOUNCEMENTS**

I. CONSENT AGENDA

CONSENT ITEMS I.A. – I.D. LISTED BELOW MAY BE ENACTED BY ONE MOTION. ANY ITEM MAY BE REMOVED AND DISCUSSED IF A COUNCILMEMBER SO REQUESTS.

- A. Approval of the minutes of the Prescott City Council of a Special Joint Meeting with the Planning and Zoning Commission on July 16, 2013; Special Voting Meeting of July 16, 2013; Special Joint Workshop with Planning & Zoning Commission of July 16, 2013; Special Meeting of July 23, 2013; and Regular Voting Meeting of July 23, 2013.

- B. Request to submit grant application to the U.S. Department of Justice through the Edward Byrne Memorial Justice Assistance Grant for the purchase of SWAT equipment in the amount of \$12,970.00.
- C. Approval to purchase approximately 3,000 tons of 3/8 inch red snow cinders from Flagstaff Landscape Products, Inc., in an amount not to exceed \$20,000.00.
- D. Approval of purchase of 16 ea. protective ballistic vests in the amount of \$13,612.64.

COUNCILMAN ARNOLD MOVED TO APPROVE CONSENT AGENDA ITEMS I.A. – I.D.; SECONDED BY COUNCILMAN KUKNYO; PASSED UNANIMOUSLY.

II. REGULAR AGENDA

- A. Public hearing and adoption of Ordinance No. 4862-1400, 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 247 ACRES OF RESIDENTIALLY ZONED LAND (R1L-18 AND R1L-70), LYING WEST OF STATE ROUTE 89 AND NORTH OF PIONEER PARKWAY, INTO THE CITY OF PRESCOTT AND ASSIGNING A ZONING CLASSIFICATION THERETO and Ordinance No. 4863-1401, 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 WEST OF STATE ROUTE 89 AND NORTH OF PIONEER PARKWAY, FROM SINGLE-FAMILY 18 AND RURAL ESTATE 2-ACRE ZONING DISTRICTS TO INDUSTRIAL LIGHT (IL), BUSINESS REGIONAL (BR) AND MULTI-FAMILY HIGH (MF-H) ZONING DISTRICTS (ANX13-001 and RZ13-002; Owners: James Deep Well Ranches #1).

George Worley, Planning Manager opened the Public Hearing at 3:05 P.M.

This is a City-initiated annexation and rezoning of 247 ± acres, located west of the Prescott Municipal Airport. It is currently vacant and zoned in the County for single-family uses. Rezoning to a mix of multi-family residential (Multi-Family High), commercial (Business Regional), and industrial (Industrial Light) zoning districts is also proposed.

Mr. Worley said the purpose of this request is to initiate annexation prior to development to assure that infrastructure improvements will be made to City standards. It is also timely given the plans to improve and widen State Route 89 and realign Willow Creek Road. Although a conceptual master plan has been developed for the property, no specific development is proposed at this time.

He said the Planning and Zoning commission unanimously recommended in favor of the annexation and zoning. One of the criteria in establishing the zoning for the property was to pick districts that would allow uses compatible with the area.

Tom Britzman, citizen of Prescott, said he is supportive of controlled growth, but he is concerned about adequate water for current residents. He noted that lots already platted deserve water. He would like to see Planning and Zoning members consider water usage when they make recommendations to the City Council.

Mr. McConnell said the water available to the City has been recognized by the Arizona Department of Water Resources. The Decision of Order establishes what water the City has access to. The City has made reservations for residentially zoned, undeveloped track within the existing City limits. He said there is also water available to this property pursuant to a water settlement agreement.

Daniel Mattson, Prescott resident, said he has been involved in meetings with this property. This has been very thoroughly vetted. He said this will be a great asset to the City.

Jim Lawrence, Prescott resident, said he is confused and asked for additional information. He would like to see a Master Plan set up and a cost benefit analysis. He is not able to comment on how much high density there is and the water requirements without knowing what the particular units are. He does not have a problem with Council voting on the annexation. At this stage he feels the public is not knowledgeable, as relates to the zoning.

Mr. Worley said this is the fourth meeting and staff has displayed this map in each of the meetings. The area that has the potential for high density is a very small strip at the north end. The remainder will prohibit any residential use. The City did a cost benefit analysis for this property which was presented at a previous meeting.

Mr. McConnell said this annexation is not subject to Prop 400. If there is confusion as it relates to north annexation, there are two non-contiguous annexations. Prop 400 requirements will be followed for the north airport annexation, a separate annexation proposal.

John Reed, Prescott resident, read his comments. His concern is the zoning category of Light Industrial. He understands Light Industrial is very liberal with the kinds of businesses that can be established. He asked for consideration for a zoning category that helps protect against any serious impacts to an established subdivision and golf course.

Tom Slayback, Prescott resident, addressed the comment that this property does not fall under Proposition 400. He said there is a clause in the Proposition that states that you cannot break up and make smaller acreages into a total. He said this is all part of the James parcel which will fall under Proposition 400.

Mr. Paladini, City Attorney, said the north annexation is clearly non-contiguous. It is separated by a highway. He explained the wording of Proposition 400 and when a cost benefit analysis would be needed. He noted that property could be annexed, even if the cost benefit analysis resulted in a negative. It is a procedural ordinance, part of the Charter, requiring the Council to do through specific procedures in an annexation.

There being no further public comments, the Public Hearing closed at 3:39 P.M.

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

COUNCILMAN LAMERSON MOVED TO ADOPT ORDINANCE NO. 4862-1400, ANNEXATION OF 247 ACRES AND ADOPTION OF SINGLE-FAMILY 18 AND RURAL ESTATE 2 ACRE ZONING DISTRICTS; SECONDED BY CARLOW PASSED UNANIMOUSLY.

COUNCILMAN LAMERSON MOVED TO ADOPT ORDINANCE NO. 4863-1401, A REZONING OF 247 ACRES FROM SINGLE-FAMILY 18 AND RURAL ESTATE 2 ACRE ZONING DISTRICTS TO MULTI-FAMILY HIGH, BUSINESS REGIONAL, AND INDUSTRIAL LIGHT ZONING DISTRICTS; SECONDED BY COUNCILMAN BLAIR ; PASSED UNANIMOUSLY.

B. Approval of payment to Yavapai County in the amount of \$21,336.00 for Fiscal Year 2014 Water Advisory Committee dues.

Leslie Graser, Water Resources Specialist, presented. As a member of the Yavapai County Water Advisory Committee (WAC), in December 2012 the City made a written request to the WAC to conduct a plenary session (retreat) to address the purposes and programs of the group. A full-day facilitated session was held on March 1, 2013. The outcome of this session and review of the existing WAC budget lead the City to send a second communication in April 2013 setting forth the position that the core functions of the WAC could be accomplished in Fiscal Year 2014 (FY 14) at a one-half reduction of dues for member communities.

Mrs. Graser said the City's payment will assist the WAC in continuing to accomplish its core functions. Funding is available for payment of the dues (\$21,336.00) in the Water Fund.

Councilman Blair pointed out there is a reduction in dues because we have a carry over.

Tom Slayback said the priorities are reversed. The coalition has had no successes with the plans they have put forward. The WAC has accomplished much.

COUNCILMAN ARNOLD MOVED TO APPROVE PAYMENT OF FY14 YAVAPAI COUNTY WATER ADVISORY COMMITTEE MEMBERSHIP DUES IN THE AMOUNT

OF \$21,336.00; SECONDED BY COUNCILMAN SCAMARDO; PASSED UNANIMOUSLY.

- C. Approval of payment to the Town of Prescott Valley in the amount of \$52,000.00 for Fiscal Year 2014 Upper Verde River Watershed Protection Coalition dues.

Leslie Graser, Water Resources Specialist, presented.

The City of Prescott is one of five members of the Upper Verde River Watershed Protection Coalition, which includes the Town of Chino Valley, Town of Prescott Valley (fiscal agent for the group), Yavapai County, and the Yavapai-Prescott Indian Tribe. The purpose of the Coalition is to work together to protect the Upper Verde River. The entities are committed to balancing the reasonable water needs of the residents of the Upper Verde River Watershed Area with the protection of the base flow of the Upper Verde River to the maximum possible extent, and achieving safe-yield within the Prescott Active Management Area.

This year's dues are \$52,000. A 20 percent reduction in dues has remained in effect since Fiscal Year 2011. The FY 14 dues from the City will pay a proportionate share of Coalition on-going efforts:

- Watershed Management Taskforce
- WaterSmart conservation and education outreach

Councilman Blair said he supports the Water Advisory Committee and noted that just because a project is not complete does not mean it is not important.

COUNCILMAN LAMERSON MOVED TO APPROVE PAYMENT OF FY14 UPPER VERDE RIVER WATERSHED PROTECTION COALITION MEMBERSHIP DUES IN THE AMOUNT OF \$52,000.00; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.

- D. Approval of Change Order No. 12, City Contract No. 2012-183 A12, with A. Miner Contracting, Inc., in the amount of \$69,346.68 reflecting final pay quantities and adjustments for construction of the Runway 21L-3R Runway Safety Area Improvement Project.

Jeff Tripp, Airport Manager, presented. He reported the construction contract for the Runway 21L-3R Runway Safety Area Improvement Project was awarded to A. Miner Contracting, Inc. on March 27, 2012, in the amount of \$7,892,152.06. The notice to proceed was issued to the Contractor on May 8, 2012, and the project has now been completed. Change Orders 1, 2, 4, 6 and 8 were approved administratively; Change Orders 3, 5, 7, 9, 10 and 11 were previously approved by Council.

Mr. Tripp said change order 12, the final change order, is for the final construction phase line item quantity adjustments, as determined by Dibble Engineering, in the

amount of \$69,346.68. The City's share of that is \$1,733.67. The final quantities adjustment is used to review and verify the total project costs and correct any errors or discrepancies that may have occurred during the course of the construction phase. The line item quantities adjustment is a standard project completion task.

Councilman Lamerson asked if there were any change orders under the supervision of the Federal Aviation Administration (FAA). Mr. Tripp said yes and explained how this happens. Any contract change would have to be justified by the City and then it would have to go to FAA.

COUNCILMAN KUKNYO MOVED TO APPROVE CHANGE ORDER NO. 12, IN THE AMOUNT OF \$69,346.68, CITY CONTRACT NO. 2012-183 A12, WITH A. MINER CONTRACTING, INC. FOR CONSTRUCTION OF THE RUNWAY 21L-3R RUNWAY SAFETY IMPROVEMENT PROJECT; SECONDED BY COUNCILMAN CARLOW; PASSED UNANIMOUSLY.

- E. Approval to purchase bulk fuel including delivery on an as-needed basis and in a total amount not to exceed \$83,500.00 through Mohave Cooperative Educational Services Contract No. 13K-COCI-0701 with Carter Oil Company Inc., and Contract No. 13KPTC-0701 with Petroleum Traders Corporation.

Stephanie Miller, Field and Facilities Services Director presented. She said this is for the purchase of bulk fuel, including deliveries, to various City tanks. The City does not own its own central fueling facility. Bulk fuel is used in off-road equipment, backhoes, and mowers. She noted that Mohave Educational Services Cooperative is a public purchasing cooperative that consists of local governments and school districts throughout Arizona.

Funding is available for the departments that use bulk fuel.

COUNCILMAN LAMERSON MOVED TO APPROVE THE PURCHASE OF BULK FUELS THROUGH MOHAVE EDUCATIONAL SERVICES COOPERATIVE CONTRACT NO. 13K-COCI-0701 AND NO. 13K-PTC-0701, RESPECTIVELY, IN AN AMOUNT NOT TO EXCEED \$83,500 ANNUALLY; SECONDED BY COUNCILMAN SCAMARDO; PASSED UNANIMOUSLY.

- F. Adoption of ORDINANCE 4865-1403, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA AMENDING TITLE V, CHAPTER 6, ALARM SYSTEMS, OF THE PRESCOTT CITY CODE, DEFINING POLICE RESPONSES AND ESTABLISHING PROCEDURES FOR APPEALS AND FEE ASSESSMENTS, and adoption of Resolution No. 4192-1403 declaring "Amendments to Title V, Chapter 6, Alarm Systems, of the Prescott City Code" to be a public record.

Andy Reinhardt, Deputy Chief of Police, presented. He reported that these changes will enhance and improve the ability of the City, through its Police Department, to effectively administer false alarms.

Deputy Chief Reinhardt reported the Alarm Ordinance was adopted by Council in 2011. At that time Council supported the ordinance as a means toward reducing the high number of false alarms occurring annually. He noted that, since its passage, false alarms have been reduced by nearly 30 percent.

During this period various items were identified which would enhance the accuracy, timeliness and effectiveness of the Alarm Ordinance. These suggestions were discussed with Council at a work session on October 2, 2012.

Deputy Chief Reinhardt pointed out the four significant changes to Code:

1. Definition of “Response” by the Police Department – any action taken by police personnel will be considered a response
2. Clarification – exemptions are fire alarms, bad weather, government agencies, private and charter schools
3. Following a response to an alarm location with a false alarm, the individual be required to register their alarm
4. A paragraph was added that after 60 days of no contact with the alarm user, a final bill is sent out and all assessments are to be paid; if unpaid it will go to collections

Councilman Blair said he opposed exempting private and charter schools. He thinks it is good except for Number 2. All the schools should be added in.

Councilman Kuknyo questioned why they are exempting anyone. He noted that there is an appeal process for those false alarms that can be attributed to by weather or other accidental situations. He would like to postpone voting on this. He supports the ordinance but does not want to adopt as is.

Councilman Lamerson said he still has concerns about the ordinance. He does not like the exemptions either and he does not support the registration.

Deputy Chief Reinhardt addressed Council’s concerns. He said the ordinance only applies to bugler alarms not panic alarms. The Prescott Unified School District has not had a false alarm.

Mr. Paladini said the government agency exception has been in the ordinance since it was originally adopted. The challenge is collecting from a government agency. He said this is a policy decision for Council.

Councilman Lamerson addressed 5-6-3, asking why we would eliminate false fire alarms. Deputy Chief Reinhardt said the fire department was opposed to this. They would rather go out to a false alarm rather than having a fire. Maybe there are other ways to tweak this. He noted there is some legitimacy for annual inspections.

Linda Gray, Prescott resident, reported that she served in the House of Representatives as Chairman of the Education Committee for four years, and in the Senate, as the Vice Chairman of the Education Committee. She said the intent is that Charter Schools should be treated as public schools and it is unfair to separate them in this type of an ordinance. Charter schools are totally funded by tax dollars. A private school does not receive tax dollars. Whatever decision Council makes, she asks that Charter Schools be treated as a government entity. She questioned if notification goes to the governing board or the administration. She suggested the governing board be notified and she questioned whether the Board ever knew the school was being fined. She asked that the Council not differentiate between a Charter School and a Private School, they are not the same.

Geneva Saint Amour, Director, North Point Expeditionary Learning Academy, asked that if her school has erred they be fined and the budget be impacted, but only if all schools are subject to the same set of expectations. She noted that they are a Charter School, housed in a public school facility, which requires the district to maintain the alarm system. She wanted to make sure the City would respond to all alarms and said the safety of the children is her primary concern.

Larry Jacobs, Prescott resident and retired Phoenix Police Officer said this ordinance was probably copied from Phoenix which has been in place for many years. He explained how the City of Phoenix handled the false alarms. He noted that everyone in Phoenix had to fill out an application fee of \$15.00. When the fee is paid, the applicant receives a letter from the City to let him know what his responsibilities are. They get up to three responses for an alarm and then they are charged if it is a false alarm. Fire alarms come from a monitoring agency, and the Fire department is usually called. He said there are many intricacies to the alarm ordinance and many revisions to improve things have been found. He noted that Phoenix had panic alarms set up in some of the schools so they can get a rapid response. He said they worked closely with the monitoring companies so that when they place an alarm in someone's home, they are made aware that they have to register the alarm with the City and are given a brochure of responsibilities. He suggested looking at Phoenix's current ordinance.

Councilman Arnold pointed out that the City of Prescott responds to all alarms. He would like to strike "E".

Mary Ellyn Halverson, Prescott resident, is here to address the distinction and discrimination among public schools. She reconfirmed that Charter Schools are considered government agencies, by discusses legal precedents. She asked Council to be responsible fiscal agents and not put our City in a position to defend something that

might bring in some extra money in fines and recognize Charter Schools as a government agency.

Councilman Lamerson said he supports the recommendation from the Police Department with the understanding that Council will be kept up to date.

COUNCILMAN SCARMARDO MOVED TO ADOPT RESOLUTION NO. 4192-1403 WITH DELETION OF SECTION 5.6.3 SUB PARAGRAPH E, IN ITS ENTIRITY; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

COUNCILMAN SCAMARDO MOVED TO ADOPT ORDINANCE NO. 4865-1403 WITH THE WITH DELETION OF SECTION 5.6.3 SUB PARAGRAPH E, IN ITS ENTIRITY; SECONDED BY COUNCILMAN CARLOW; PASSED UNANIMOUSLY.

G. Acceptance of grant funding in the total amount of \$39,000.00 from the Governor's Office of Highway Safety for DUI and speed/aggressive driver enforcement.

Deputy Police Chief Reinhardt presented and said the funds from this grant will be used to offset overtime costs related to DUI enforcement and to conduct enforcement details related to speed and aggressive driving.

This funding will allow the department to continue Holiday DUI Enforcement Details, as well as continued participation in the Tri-City DUI Task Force. Additional funding will be used to conduct community educational events including MADD Victim Impact Panels, New Student Orientation and Prom/Grad Night DUI Awareness seminars. There are no matching funds to the City.

COUNCILMAN KUKNYO MOVED TO APPROVE ACCEPTANCE OF GRANT FUNDING IN THE AMOUNT OF \$39,000.00 FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR DUI AND SPEED/AGGRESSIVE DRIVER ENFORCEMENT; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

H. Adoption of Resolution No. 4193-1044 authorizing disposal of 200 surplus City of Prescott water meters to the Yarnell Water Improvement Association.

Mark Nietupski, Public Works Director, presented. The water meters are currently surplus inventory and consist of 60 - 3/4" x 3/4" units and 140 - 5/8" x 3/4" units. At the current rate of meter replacement and new service installations in the City, the disposal of 200 meters will not impact system needs.

Mr. Nietupski said the water meters have no value to the City due to the Reduction of Lead in Drinking Water Act enacted by Congress on January 4, 2011, and effective January 4, 2014. The YWIA may use the water meters before the effective date of the Act. Staff was made aware that Yarnell needs the meters and will benefit from the disposal.

COUNCILMAN LAMERSON MOVED TO ADOPT RESOLUTION NO. 4193-1044; SECONDED BY COUNCILMAN KUKNYO; PASSED UNANIMOUSLY.

- I. Adoption of Resolution No. 4194-1045 approving an Intergovernmental Agreement with the Yavapai County Flood Control District for the Park Avenue Drainage Improvement Project (City Contract No. 2014-020).

Mark Nietupski, Public Works Director, presented. Approval of this item will accept FY14 funding, in the amount of \$200,000.00 from the Yavapai County Flood Control District (YCFCD). These funds will be used for drainage improvements as identified in the attached Intergovernmental Agreement to be constructed during the Park Avenue Reconstruction Project.

The existing deteriorated storm drain system in Park Avenue will be replaced and upsized to provide more drainage capacity. He noted that the county has approved the IGA and the Arizona Public Service Company (APS) design is complete. This week APS began some of their work in wire reconstruction. He said the City is beginning temporary Right-of-Way acquisition and moving forward with the project.

COUNCILMAN KUKNYO MOVED TO ADOPT RESOLUTION NO. 4194-1045; SECONDED BY COUNCILMAN CARLOW; PASSED UNANIMOUSLY.

- J. Approval of Fiscal Year 2014 Transient Occupancy (Bed) Tax allocations.

Don Prince, Tourism Director, presented. The City of Prescott annually budgets and allocates Transient Occupancy Tax ("Bed Tax") funds which are generated by lodging establishments. He noted that prior to 2008; the amount collected was 2 percent of room revenue. Upon voter approval in 2008 the levy was increased to 3 percent, with funding specified for "tourism promotion" and "recreation development" purposes.

He said the Fiscal Year 2014 Budget represents the third year that the Tourism Advisory Committee and City representatives have jointly addressed the Bed Tax budget. The Committee meets monthly and provides input and recommendations to the Tourism Director on a variety of tourism related matters. In addition, the Tourism Advisory Committee (TAC) reviews and provides recommendations regarding event funding proposals received by the Office of Tourism.

TAC reviewed applications from 14 organizations and recommended for 13 of them in addition to the Whiskey Off-Road. Mr. Prince said the TAC also recommended increasing the marketing and promotion budget by \$40,000.00 to replace the part-time Marketing Coordinator position with a full-time Tourism Sales Manager who will focus on developing group tours, group sales for conferences and leisure sales from tour operators.

He said the other major change from last year's budget is the addition of a budget for museum marketing support. The three area museums are an important tourism driver

every day of the year. They also produce a combined total of 64 events from February 2013 to May of 2014.

Councilman Arnold asked the members of the TAC to be recognized and he thanked them.

Councilman Blair asked about the Fourth of July celebration expenses coming out of the General Fund. Mr. Prince pointed out that it is a community event and less a tourism driver and the revenue that comes in as a result of the Fourth equals it out.

Councilman Kuknyo said this money comes from tourists who come to our City. He supports the whole budget.

Councilman Lamerson said when the Council looks at budgeting next year, they will have other unexpected things to consider.

COUNCILMAN LAMERSON MOVED TO APPROVE THE TRANSIENT OCCUPANCY TAX ALLOCATIONS FOR FY 2014; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.

K. Approval of Settlement Agreement and Mutual Release re the Tax Code of the Town of Chino Valley, Section 32.25-477, Operating a Pipeline, for transportation of water (City Contract No. 2014-007).

City Manager, Craig McConnell, presented. Approval of the attached Settlement Agreement and Mutual Release will resolve various disputes including interruption of payments of transaction privilege tax levied by the Town of Chino Valley during the period January 2007 through January 2009, pertaining to water produced by Prescott at its Chino Valley Water Production Facility, and transported outside the Town via pipelines.

The Agreement provides for payment of \$220,000.00 by the City to the Town as the monetary component of the settlement. Due to the complexity of determining the taxable basis, this is a negotiated amount.

By entering into the Agreement, the Town will cease and not pursue other monetary damages and/or amounts alleged to have been sustained up to and until the date of execution of the Agreement.

The City is now paying and will continue to pay the water transportation tax, as well as further discussing with the Town their interest in acquiring the City's retail water business within Chino Valley.

COUNCILMAN KUKNYO MOVED TO APPROVE SETTLEMENT AGREEMENT AND MUTUAL RELEASE WITH THE TOWN OF CHINO VALLEY (CITY CONTRACT NO. 2014-007); SECONDED BY COUNCILMAN CARLOW; PASSED UNANIMOUSLY.

L. League of Arizona Cities and Towns Resolutions.

Alison Zelms, Deputy City Manager, presented. This is the Council's opportunity to comment on resolutions that the League is proposing. Their goal is to protect state shared revenues to local governments and to protect local authority.

Councilman Arnold said he has an issue with Resolution 15. He would like additional information. Ms. Zelms said State law says workers compensation follows the employee, and if the employee is working directly on behalf of another agency under and intergovernmental agreement, it would be the employing agencies responsibility. There are some concerns on the parts of other cities and towns about the precedence that sets. The risk is that it applies to the agency that is providing the support. She said this was not recommended for passage as a resolution and inclusion in the municipal policy statement for the League of Cities and Towns, but rather as a significant municipal issue.

Councilman Arnold encourages staff to include, in a letter, ways the League can assist the City with the Group Homes issue. Ms. Zelms noted that the issues mentioned from the League, do not preclude the City from working with them on other legislation throughout the year.

Daniel Mattson, City of Prescott resident, said he had issues with four of the proposed resolutions.

Ms. Zelms addresses each of Mr. Mattson's concerns, explaining why the League is making these recommendations.

COUNCILMAN ARNOLD MOVED TO APPROVE RECOMMENDATIONS OF THE LEAGUE OF ARIZONA CITIES AND TOWNS RESOLUTIONS SUBCOMMITTEE TO BE COMMUNICATED TO THE RESOLUTIONS COMMITTEE AT THE 2013 ANNUAL CONFERENCE; SECONDED BY COUNCILMAN LAMERSON; PASSED UNANIMOUSLY.

III. ADJOURNMENT

There being no further business to be discussed, the Regular Voting Meeting of August 13, 2013, adjourned at 5:23 P.M.

ATTEST:

MARLIN D. KUYKENDALL, Mayor

LYNN MULHALL, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Voting Meeting of the City Council of the City of Prescott, Arizona held on the 13th day of August, 2013. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2013.

AFFIX
CITY SEAL

LYNN MULHALL, City Clerk

CONSENT AGENDA MEMO

PROCUREMENT ITEM FOR CONSENT AGENDA (\$10,000 - \$20,000)

DEPARTMENT: City Manager

MEETING DATE: August 27, 2013

AGENDA ITEM: Approval of payment to the Yavapai Humane Society in the amount of \$15,000 for new building

Approved By:

Date:

City Manager: McConnell, Craig	
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Good(s) and Service(s) to be Purchased	
Description of Item(s):	This one-time payment is a contribution by the City to assist with construction costs of a new 1,450 square-foot building related to animal sheltering services provided by the Yavapai Humane Society (YHS) pursuant to the current agreement with the City.
Quantity:	One-time payment
Necessity/Use:	The City of Prescott contracts with YHS to provide sheltering for displaced animals. This contribution, coupled with private donations, Yavapai County and Town of Prescott Valley funding will assist in completion of the building providing new spaces for veterinary medical observation and isolation, warehousing and a training area. The City previously granted \$10,000 in FY 2013 toward the project.

Summary of Written Quotes (exclusive of tax) <u>or</u> Professional Services Proposals			
x	Vendor (Name and Location)	** See Note (1) below for professional services **	
		Price	Delivery/Schedule
x	Yavapai Humane Society	\$15,000	One Time

x = recommended award

Budget Information: General Fund

Attachments:

1. YHS Request Letter
2. YHS Invoice



Yavapai Humane Society

1625 Sundog Ranch Rd.
Prescott, AZ 86301
(928)445-2666
yavapaihumane.org

February 5, 2013

Craig McConnell, City Manager
City Manager's Office
201 S. Cortez, 86303

Dear Mr. McConnell:

I want to take this opportunity to update you on the Yavapai Humane Society construction project that the City contributed to. As you know, the Yavapai County Board of Supervisors and the Prescott City and Prescott Valley Town Councils agreed to give the Yavapai Humane Society \$20,000, \$10,000 and \$10,000 respectively toward the construction of a new 1,450 square-foot building.

As described in my presentation to you and the Council, the building is designed to provide space for veterinary medical observation and isolation areas, warehouse space, and staff and volunteer training space. Construction officially began this week. The cost at the time of the City's gift was estimated at about \$80,000.

However, the project has encountered several unforeseen challenges since last we spoke; a difficult gas-line relocation, unanticipated City of Prescott zoning requirements, reconfiguration and restoration of the Pence Dog Park, and the addition of 250 square feet to the original building design. The actual cost for this project is now projected at \$138,000.

At this time, YHS has \$89,000 for this project; leaving a deficit of about \$49,000. The purpose of this letter is to initiate a discussion on the possibility of the three municipalities contributing an additional \$15,000 each to this project. I would like to schedule a time when we can meet to discuss this proposal. I will give you a call the week of February 11th to schedule this meeting.

Sincerely,

Edward A. Boks
Executive Director



Yavapai Humane Society
1625 Sundog Ranch Rd.
Prescott, AZ 86301
(928) 445-2666

Invoice

Date	Invoice #
8/13/2013	COP I-KIT#2

City of Prescott
201 S Cortez
Prescott, AZ 86303

Due Date

8/13/2013

Description	Amount
City of Prescott 2nd Contribution:Additional help in cost overrun.	15,000.00
Thank you for your support of the Yavapai Humane Society.	Total \$15,000.00

DEPARTMENT: Finance

MEETING DATE: August 27, 2013

AGENDA ITEM: Approval of Mitel Phone System support and maintenance services for Fiscal Year 2014 in the amount of \$16,950.00

Approved By:

Date:

Director:	Woodfill, Mark	08/15/2013
City Manager:	McConnell, Craig	08/15/2013

Item Summary

24x7 support and maintenance on Mitel telephone system controllers, voice mail system, call accounting system, and management systems.

Background

Support and maintenance for a Mitel telephone system must be maintained with a Mitel partner on a continual basis.

This is an annually renewable agreement under the National Joint Powers Alliance Contract NJPA 042109-MBS with Fulton Communications to cover September 2013 through August 2014.

This service agreement provides for hardware support, software support, software upgrades, and software maintenance for the various elements that make up the City of Prescott's Mitel telephone system.

The Mitel system is comprised of redundant telephone system controllers, approximately 475 phones, voice mail services, and call accounting/reporting functions.

This type of a telephone system is known as 'Voice over IP' or 'VoIP'.

A 'voice over IP' or 'VoIP' telephone system provides voice services using the City's data network. This data network currently 40 City network locations together as a single logical entity for voice communications.

A VoIP obviates the need to build, maintain, and support a separate voice and

Agenda Item: Approval of Mitel Phone System support and maintenance services for Fiscal Year 2014 in the amount of \$16,950.00

data networks.

A VoIP telephone system is essentially a computerized digital telephone system and like most IT systems a VoIP telephone system is comprised of hardware and software elements.

Both of these elements are included for support and maintenance under this agreement.

The hardware elements of this system were refreshed in April 2013 and are expected to last for 5 to 7 years before needing another upgrade/refresh cycle.

Software updates are provided on a regular basis to fix issues with the system and to add new capabilities and enhancements to the system.

Mitel was founded in 1973 and provides products to over 100,000 customers around the world in over 90 countries.

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

Financial Impact

Budgeted yearly item.

Recommended Action:

DEPARTMENT: Police

MEETING DATE: August 27, 2013

AGENDA ITEM: D. Approval of grant application to the Yavapai-Prescott Indian Tribe requesting funding for public safety equipment in the amount of \$17,913.12

Approved By:

Date:

Police Chief: Monahan, Jerald	
City Manager: McConnell, Craig	

Item Summary

The City has been informed by the Yavapai-Prescott Indian Tribe of a grant opportunity for funding of public safety equipment from Gaming Compact monies.

The Prescott Police Department requests approval to submit a grant application to the Yavapai-Prescott Indian Tribe in the amount of \$17,913.12. If awarded, these funds will be used to purchase sixteen (16) National Institute for Occupational Safety and Health (NIOSH)-approved Chemical, Biological, Nuclear and Radiological protective masks.

Background

The City of Prescott has a SWAT Team which responds to high risk situations where special weapons/tactics are needed. This grant application, if funded, will enable the purchase of up to date NIOSH- approved protective masks, replacing outdated current inventory.

Financial Impact

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

Recommended Action: **MOVE** to approve submission of a grant application to the Yavapai-Prescott Indian Tribe in the amount of \$17,913.12 for public safety equipment.

DEPARTMENT: Parks and Recreation

MEETING DATE: August 27, 2013

AGENDA ITEM: Award of construction contract for Goldwater Lake Park – Day Use Expansion Project to Fann Contracting, Inc., in the amount of \$846,741.00.

Approved By:

Date:

Director:	Baynes, Joe	
City Manager:	McConnell, Craig	

Item Summary

This item is for construction of the Goldwater Lake Park – Day Use Expansion Project funded by Parks Impact Fees.

Background

As depicted on the attached map, this project will expand the park into a presently undeveloped area. It is designed to facilitate increased visitation and revenue, and involves construction of a well/potable water system, 100 additional paved parking spaces, two group pavilions, two restrooms, a playground, and a ceremony pad for weddings and other events. All amenities will be available for the 2014 park season.

On February 12, 2013, the Council approved an engineering services contract with Kelley-Wise Engineering for the project. Upon design completion and review by City departments, the project was advertised for bids in mid-July. Due to budget limitations, essential portions of the project were advertised as bid alternates. The City received four bids on August 15th. The responsive low bidder for the base bid and three (3) alternates is Fann Contracting, Inc., Prescott, AZ., (Attachment A).

A summary of all bids received is attached (Attachment B). Bid Alternate #3 - Alternate Well Location, and Bid Alternate #4 - Cost of delay due to well, are not recommended for award. While an alternate well location was chosen, and costs were secured from bidders, it is the opinion of the hydrogeologist (subconsultant) that the selected well location will have a high probability for success.

Following award, Fann Contracting will begin construction in September and complete the project within 90 days.

Agenda Item: Award of construction contract for Goldwater Lake Park – Day Use Expansion Project to Fann Contracting, Inc., in the amount of \$846,741.00.

Financial Impact

Funding of \$800,000 was budgeted in the current fiscal year (FY14) for the project from Parks Impact Fees, which can only be used to expand facilities and infrastructure to accommodate new demand from community growth. The balance in this restricted fund, estimated to be \$1,496,738.00 at the beginning of FY14, is sufficient for award of the recommended contract at \$846,741.00.

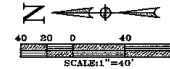
Attachments

1. Site Plan - Goldwater Lake Park - Day Use Expansion
2. Attachment A - Base Bid
3. Attachment B - Final Bid Tabulation for Goldwater Lake Expansion

Recommended Action: MOVE to approve award of a construction contract for the Goldwater Lake Park – Day Use Expansion Project to Fann Contracting, Inc., in the total amount of \$846,741.00.

GOLDWATER LAKE PARK DAY USE EXPANSION
410 EAST FOREST SERVICE ROAD 61

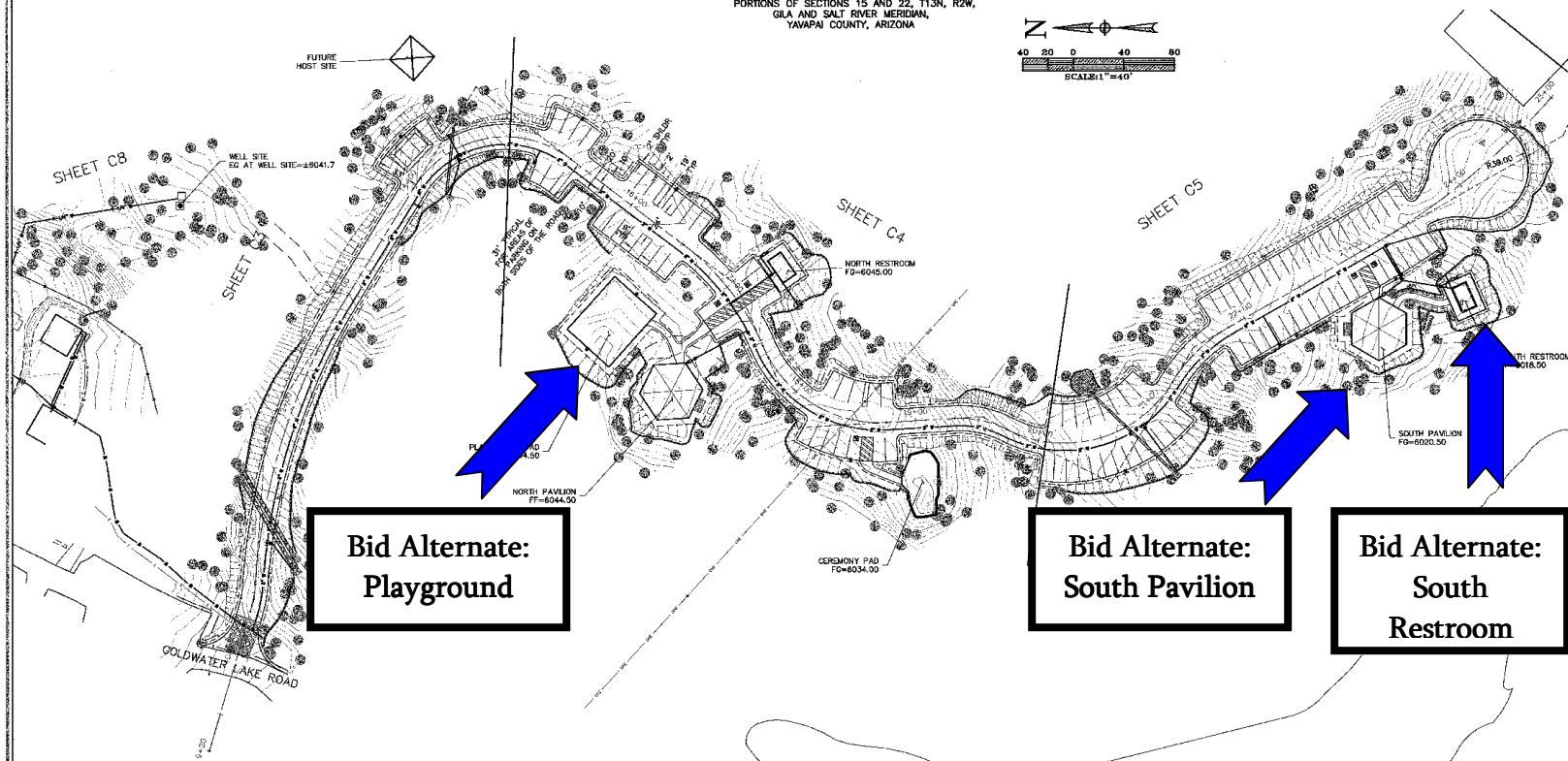
APN 104-09-001
 PORTIONS OF SECTIONS 15 AND 22, T13N, R2W,
 GILA AND SALT RIVER MERIDIAN,
 YAVAPAI COUNTY, ARIZONA



GOLDWATER LAKE PARK DAY USE EXPANSION
SITE PLAN
PRESCOTT, ARIZONA

DATE	BY	REVISED
7/9/13	DK	
12-013		
SHEET NO.		
C1 of 17		

KELLEY / WISE ENGINEERING, INC.
 146 GROVE AVENUE
 PRESCOTT, ARIZONA 86301
 (928) 771-1130
 kelly@kellywise.com

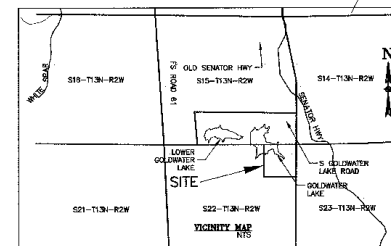


**Bid Alternate:
 Playground**

**Bid Alternate:
 South Pavilion**

**Bid Alternate:
 South
 Restroom**

Goldwater Lake



PARKING PROVIDED
 100 - PARKING SPACES
 4 - ADA VAN ACCESSIBLE PARKING SPACES WITH AISLE
 105 - TOTAL PARKING SPACES
 CURRENT YAVAPAI COUNTY BONDING
 RCU-2A



Existing Park

Proposed Goldwater Lake Park – Day Use Expansion – August 2013

Base bid	\$617,353.00
Bid alternate – South Pavilion	\$ 74,688.00
Bid alternate – South Restroom (needed if South Pavilion is funded)	\$ 84,700.00
Bid alternate – Playground	\$ 70,000.00
Total contract amount	\$846,741.00

BID TABULATION
GOLDWATER LAKE PARK – DAY USE EXPANSION CONSTRUCTION - 20113

Bidder	Asphalt Paving & Supply, Inc.	ABC Aspahlt, LLC	Fann Contracting	SDB, Inc		Engineer's Estimate
CATEGORY	BID PRICE	BID PRICE	BID PRICE	BID PRICE		
General Construction & Roadway	\$331,226.35	\$363,604.57	\$289,789.00	\$343,251.00		\$287,808.20
Drainage	\$ 29,208.80	\$ 32,340.17	\$ 25,765.00	\$ 42,540.34		\$ 22,520.00
Waterworks	\$ 60,360.00	\$ 56,263.82	\$ 52,941.00	\$ 82,589.24		\$ 35,140.00
Structures	\$122,440.80	\$155,230.32	\$127,488.00	\$122,600.28		\$ 178,788.00
Electrical	\$ 86,774.00	\$ 97,698.35	\$ 87,240.00	\$124,966.00		\$ 82,949.00
CA Services	\$12,000.00	\$17,463.60	\$11,500.00	\$ 11,701.00		\$ 22,720.00
Well	\$21,875.35	\$31,219.93	\$22,630.00	\$23,329.58		\$ 11,500.00
TOTAL BASE BID	\$663,885.30	\$753,820.76	\$617,353.00	\$750,977.44		\$705,567.72
Acknowledgement of Addendum #1 & #2	X	X	X	X		
Bid Alternates Recommended for Award						
Bid Alt #1 – South Restroom	\$ 85,750.00	\$ 66,297.00	\$ 84,700.00	\$ 82,854.00		\$ 59,110.00
Bid Alt #2 – South Pavilion	\$ 71,090.80	\$104,779.92	\$ 74,688.00	\$ 64,938.28		\$ 59,963.00
Bid Alt #5 – Playground Allowance	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00		\$ 70,000.00
Evaluation of Award (Base & Alternates	\$890,726	\$994,898	\$846,741	\$968,769.72		\$894,640.72

DEPARTMENT: Fire

MEETING DATE: August 27, 2013

AGENDA ITEM: Adoption of Resolution No. 4195-1404 accepting a FEMA 2012 Assistance to Firefighters Grant in the total amount of \$186,000.00 (90% federal-funded)

Approved By:

Date:

Fire Chief: Fraijo, Dan	
City Manager: McConnell, Craig	

Item Summary

The Prescott Fire Department has been awarded funding from FEMA under the 2012 Assistance to Firefighters Grant Program for a mobile live fire trainer, audiovisual equipment for the Prescott Fire/Police Training Center, and exercise equipment.

Background

The FEMA grant was awarded prior to the Granite Mountain Hotshots tragedy. The equipment approved through the grant is imperative to maintain the operational readiness of the Prescott Fire Department. The current condition of the Prescott Fire Department Training Center is substandard with no capabilities to conduct live fire training. The current classroom setting at the Prescott Fire Department Training Center is antiquated, lacking presentation means to effectively train and instruct our personnel. The exercise equipment is required for daily firefighter fitness due to the physical demands of the profession. Approval of the grant match will greatly enhance our abilities to make improvements at the Prescott Fire Department training facility, enhancing the ability to safely and effectively train our personnel.

The funded items consist of:

1. Mobile live fire multi-trainer system - \$165,000.00

This is also known as a burn trailer, with training capabilities that include: forcible entry, firefighter search and rescue maze, roof ventilation, fire sprinkler mitigation, and firefighter survival. The unit will be placed at the Prescott Fire Training Center at 2900 Sundog Ranch Road. The current burn tower has been inoperative for over 8 years, restricting Prescott Fire Department's ability to perform live fire training.

The anticipated service life of the burn trailer is at least 10 years. Annual maintenance is

Agenda Item: Adoption of Resolution No. 4195-1404 accepting a FEMA 2012 Assistance to Firefighters Grant in the total amount of \$186,000.00 (90% federal-funded)

expected to consist of replacement of minor components.

2. Audio visual equipment for classroom - \$5,000.00

This includes two flat screen televisions, control console/podium, sound system, projector, screen, PC/laptop and interface cables for the classroom at the Training Center.

3. Commercial grade treadmills - \$16,000.00

The funding will allow us to replace several treadmills and purchase them for stations currently without one.

Financial Impact

The approved grant project amount is \$186,000.00. The federal share is 90% or \$167,400.00 and the City's match is 10% or \$18,600.00, which is included in the FY 2013-2014 budget.

Attachments

1. Resolution No. 4195-1404
2. Training Ctr New Burn Unit
3. Training Ctr New Burn Unit Details

Recommended Action: MOVE to adopt Resolution No. 4195-1404.

RESOLUTION NO. 4195-1404

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING A 2012 ASSISTANCE TO FIREFIGHTERS GRANT FROM FEMA FOR OPERATIONS/SAFETY AND WELLNESS/FITNESS EQUIPMENT AND AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS TO IMPLEMENT SAME.

RECITALS:

WHEREAS, the application submitted by Prescott Fire Department under the 2012 Assistance to Firefighters Grant Program was approved by FEMA; and

WHEREAS, the grant award will fund a mobile live fire multi-trainer system and audio visual equipment for the Prescott Fire Training Center and commercial treadmills for fire stations; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Prescott to accept these grant funds for firefighter training and fitness; and

WHEREAS, the project cost of \$186,000.00 will be funded by \$167,400.00 in Federal funds and \$18,600.00 in City matching funds in the FY 2013-2014 budget.

ENACTMENTS:

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

Section 1. That the City of Prescott hereby authorizes the acceptance of grant funding from FEMA 2012 Assistance to Firefighters Grant Program in the amount of \$167,400.00 to purchase a mobile live fire multi-trainer system and audio visual equipment for the Prescott Fire Training Center and commercial treadmills for fire stations.

Section 2. THAT the Mayor and Staff are hereby authorized to execute any and all documents to effectuate the foregoing.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2013.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

LYNN MULHALL
City Clerk

JON PALADINI
City Attorney



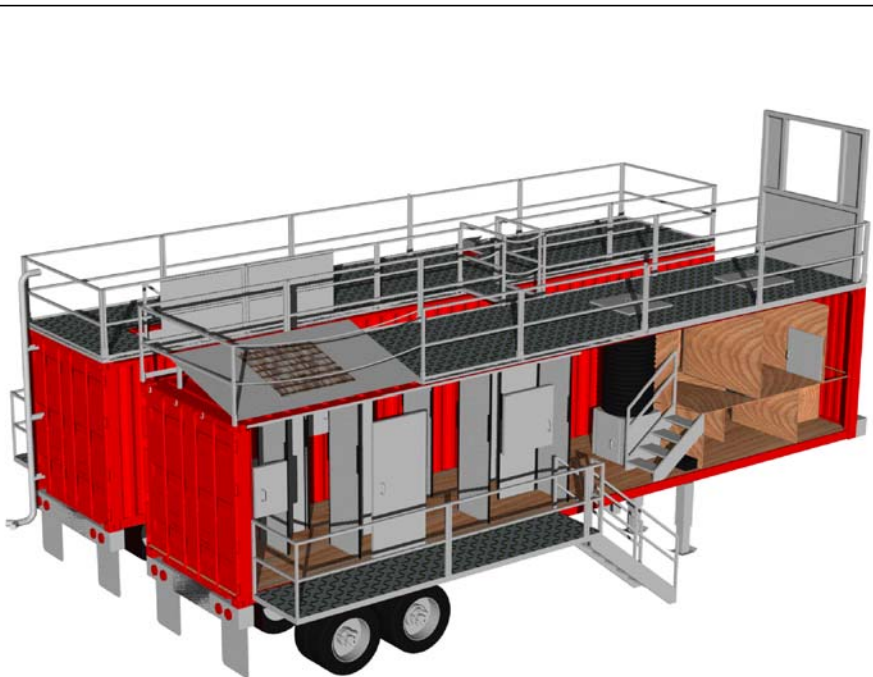
PROPOSAL FOR MOBILE FIRE TRAINING FACILITY, PRESCOTT F.D. - PRESCOTT, AZ.



"BURN" SIDE VIEWS



"CONFIDENCE" SIDE VIEWS



UNIT SPECIFICATIONS

- 2 - 40' CONTAINERS
- 1 - 14'x8' BURN ROOM
- 3 - EXTERIOR PLATFORMS w/ 2 STAIRS
- 1 - ROOF CHOP SIM
- 2 - ROOFTOP BAR GRATING REINFORCEMENT
- 2 - FORCED ENTRY DOORS
- 2 - STANDARD DOORS
- 1 - BREACH WINDOW - (WOOD, CONCRETE or REBAR)
- 1 - DENVER DRILL WINDOW
- 2 - STANDARD WINDOWS
- 1 - ENCLOSED STAIRCASE w/ CLOSET SIM
- 1 - CRAWL TUNNEL BETWEEN UNITS
- 1 - SCBA CONFIDENCE MAZE (CONFIGURABLE)
- 1 - (2) TIER CONFIDENCE MAZE
- 1 - RTD SYSTEM - 4 SENSORS & 1 - SCANNER (WIRELESS)
- 1 - STANDPIPE w/ SPRINKLER HEADS
- 1 - 20,000 CFM SMOKE MACHINE (CONFIDENCE CONTAINER)
- ROOFTOP SAFETY RAILINGS w/ TOEKICK
- 4 - FIRE DEPT SIGNS
- 1 - BREACH WALL (SWING-AWAY)

TRAINING AREA = 1487 SQ.FT.

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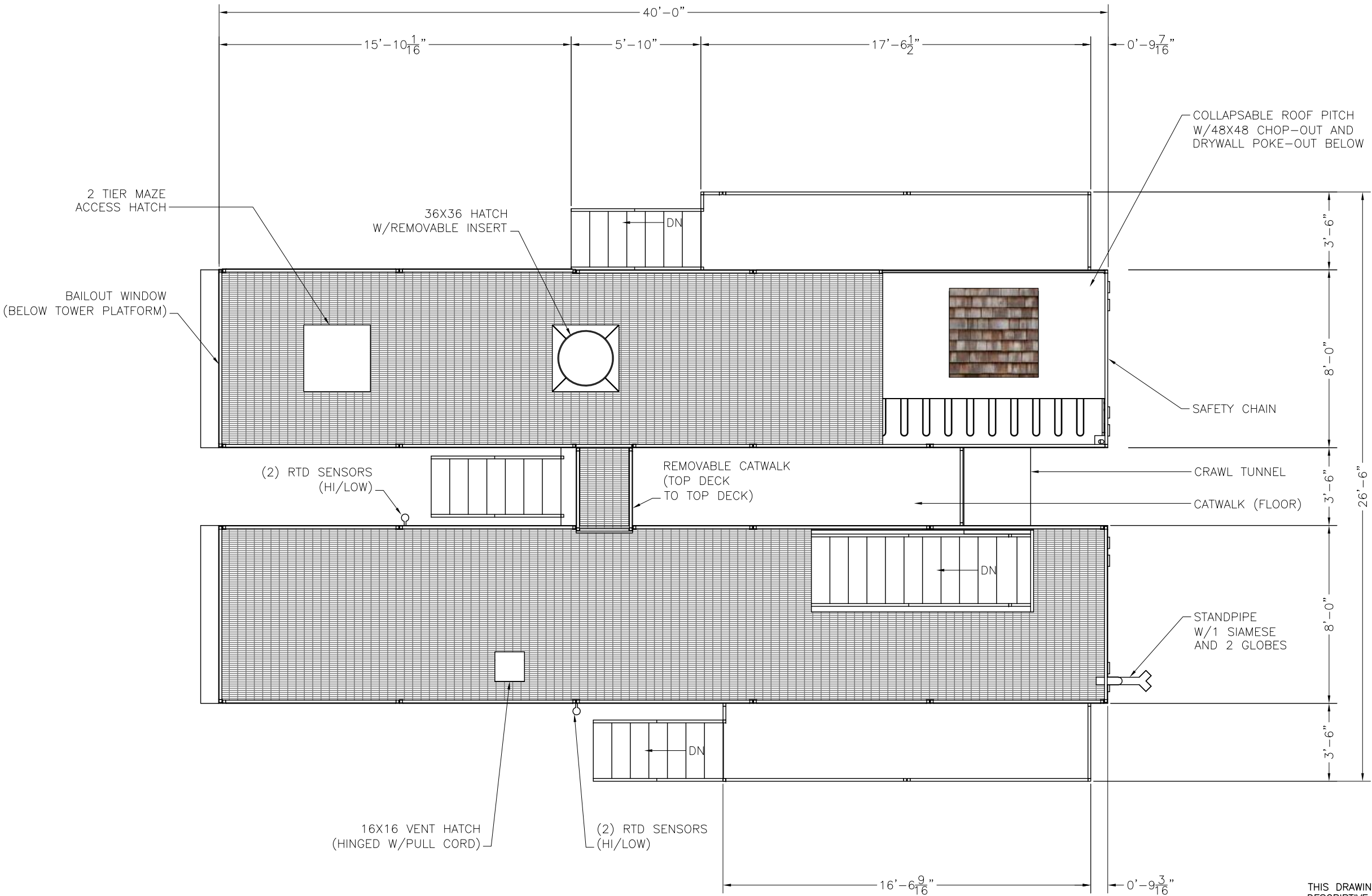
AMERICAN FIRE TRAINING SYSTEMS, INC.
12315 SOUTH NEW AVE., POB #39
LEMONT, ILLINOIS 60439
(630) 257-0112



PROPOSAL FOR MOBILE FIRE TRAINING FACILITY,
PRESCOTT F.D. - PRESCOTT, AZ.

DRAWN BY: PRD
REV: -
DATE: 05-17-13
SCALE: NONE
DWG NO.

00

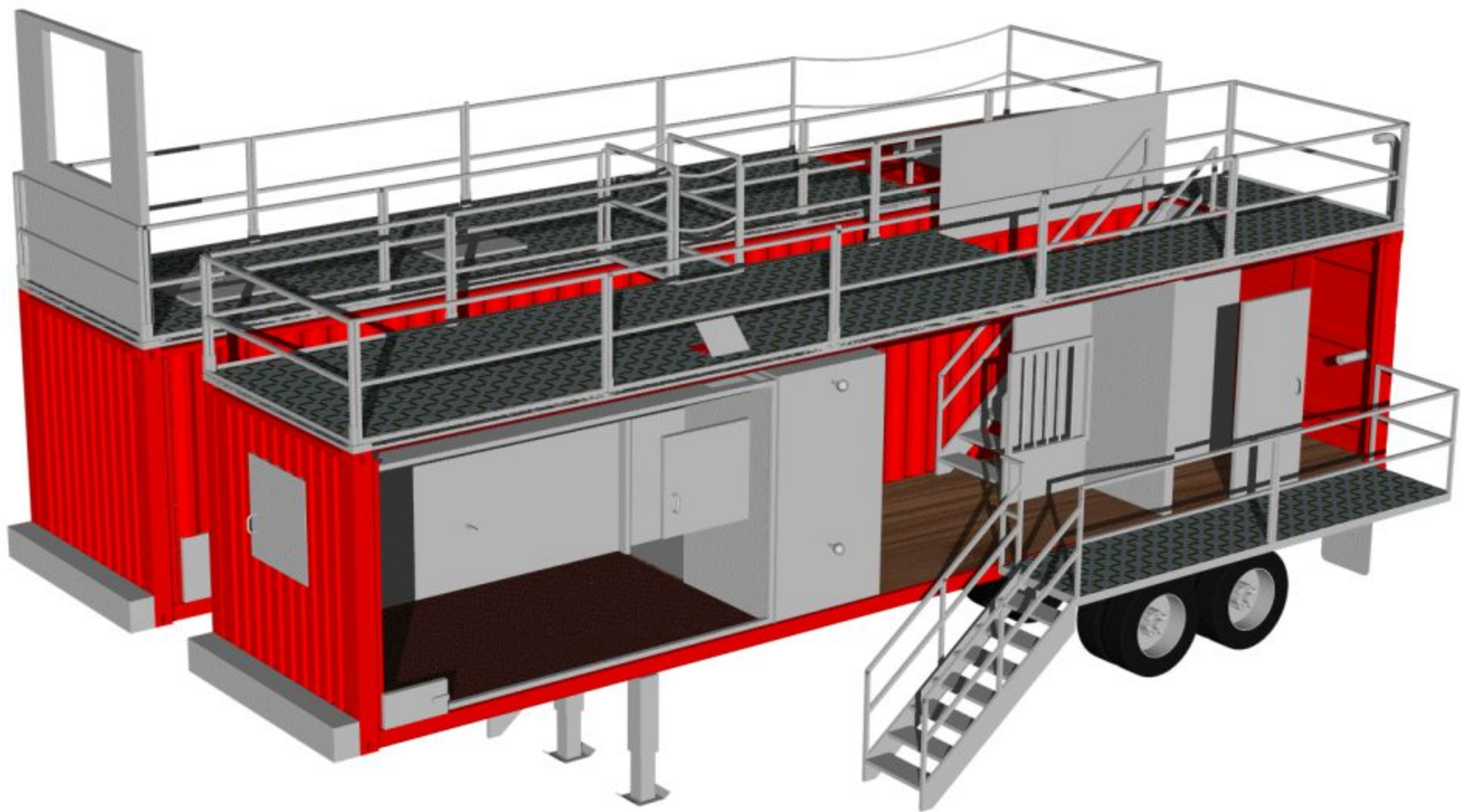


ROOF PLAN

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AMERICAN FIRE TRAINING SYSTEMS, INC.	
12315 SOUTH NEW AVE., POB #39	
LEMONT, ILLINOIS 60439	
(630) 257-0112	
	
PROPOSAL FOR MOBILE FIRE TRAINING FACILITY, PRESCOTT F.D. - PRESCOTT, AZ.	
DRAWN BY: PRD	
REV: -	
DATE: 05-17-13	
SCALE: NONE	
DWG NO.	
02	









DEPARTMENT: Tourism

MEETING DATE: August 27, 2013

AGENDA ITEM: Approval of a one-year extension of an Agreement for Services with the Prescott Area Arts and Humanities Council (City Contract No. 2013 – 047 A1)

Approved By:

Date:

Director:	Prince, Don	
City Manager:	McConnell, Craig	

Item Summary

This item is for a one-year extension of the existing Agreement for services with the Prescott Area Arts and Humanities Council (PAAHC).

The Agreement was approved by Council on September 25, 2012, effective through June 30, 2013, with up to two additional one-year extensions upon mutual agreement of the parties. This is the first of the two extensions. In the next renewal process, consideration will be given to provide for a longer term with appropriate cancellation clauses.

Key objectives of the Agreement are for PAAHC to facilitate making available City funds to performing and cultural arts entities, and to promote recognition of the City's role in providing funding to arts and cultural organizations and activities in the community. The grant process is conducted annually by PAAHC in accordance with the criteria and procedures set forth in "Exhibit A" to the Agreement.

In addition to their grant processing roles, PAAHC will act in its non-profit capacity to increase the cultural profile of Prescott in the following ways:

- Supporting Prescott non-profit arts and humanities organizations in the marketing and production of their programs
- Stimulating public and private support for arts and cultural endeavors
- Promoting and preserving Prescott's uniquely diverse arts and cultural communities and organizations
- Increasing opportunities for all Prescott residents to experience arts and culture in a meaningful way
- Utilizing and developing existing artistic and cultural expertise in the community
- Increasing opportunities for educational experiences in the arts of Prescott students

Agenda Item: Approval of a one-year extension of an Agreement for Services with the Prescott Area Arts and Humanities Council (City Contract No. 2013 – 047 A1)

Financial Impact

Funding for the Agreement is provided from the Transient Occupancy (Bed) Tax Fund. This fiscal year \$35,000 is recommended and was planned for in the FY 2014 Transient Occupancy (Bed) Tax allocations.

The Agreement specifies that PAAHC will retain \$750 of the \$35,000 for administrative expense, and direct use of all remaining funds toward arts and humanities grant funding during FY 2014. Any unused funds must be carried over by PAAHC to the FY 2015 grant process or refunded to the City upon termination of the Agreement.

Attachments

1. Agreement for Services, Prescott Arts & Humanities Council

Recommended Action: **MOVE** to approve a one-year extension to the Agreement for Services with the Prescott Area Arts and Humanities Council (City Contract No. 2013 – 047 A1).

AGREEMENT FOR SERVICES
City Contract No. 2013-047 A1

City of Prescott
and
Prescott Area Arts and Humanities Council

This Agreement made by and between the City of Prescott (City), a municipal corporation with offices at 201 S. Cortez Street, Prescott, Yavapai County, Arizona, and the Prescott Area Arts and Humanities Council, Inc. (PAAHC), an Arizona non-profit corporation, mailing address: Prescott Area Arts and Humanities Council, P. O. Box 2292, Prescott, AZ 86302, effective as of the date indicated below.

RECITALS

- A. The City seeks the services of a non-profit¹ entity to increase the cultural profile of Prescott by supporting Prescott non-profit arts and humanities organizations in the production and marketing of their programs²; by stimulating public and private support for arts and cultural endeavors in Prescott; by promoting and preserving Prescott's uniquely diverse arts and cultural communities and organizations; by increasing opportunities for all Prescott residents to experience arts and culture in a meaningful way; by utilizing and developing existing artistic and cultural expertise in the community; by increasing opportunities for educational experiences in the arts of Prescott students; and by managing a granting program that distributes available City funding to arts and cultural activities that meet these goals; and,
- B. PAAHC is a local arts and cultural agency dedicated to promoting, supporting, coordinating, developing and advocating arts and humanities organizations and programs in the Prescott area for the public benefit. As a public agency with representation by the leadership of a major portion of the arts and cultural community in the Prescott area, PAAHC is able to and offers to provide the services required by the City.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, COP and PAAHC agree as follows:

1 SERVICES TO BE PERFORMED BY PAAHC

- 1.1 Build support for the arts, culture, and humanities in the community of Prescott;
- 1.2 Serve as a coordinating agency for arts, cultural and humanities programs in the Prescott area, and provide a free arts and culture calendar on the internet for Prescott residents and visitors to the area;

¹ Non profit as determined by federal registration under the 501(c)(3).

² Programs may be construed to result in the creation of an object.

- 1.3 Expand Prescott's role as a center for arts and culture while meeting the needs of the Prescott area, and expand Prescott's role as a cultural destination, collaborating with the Prescott Office of Tourism;
- 1.4 Promote recognition of the City's role in providing funding to arts and cultural organizations and activities in the community.
- 1.5 Coordinate its activities with community, state and federal long-range plans of the Arizona Commission on the Arts, the National Endowment for the Arts, and the Arizona Arts Education Plan.
- 1.6 Provide technical assistance and guidance in management of arts and cultural organizations, individuals or groups, as requested by these entities and with the approval of the PAAHC Board of Directors;
- 1.7 Make grants of available City funds to performing and/or cultural arts entities in accordance with the criteria and procedures set forth in Exhibit A, and criteria as adopted by the City Council. In order to do this:
 - 1.7.1 PAAHC will appoint a five-person review panel composed of Prescott residents, leaders in the local arts community, and local businesspersons, with one member to include the City Director of Tourism, which will review each funding request according to the criteria in Exhibit A.
 - 1.7.2 PAAHC will present allocations approved by its Board of Directors to the City, providing written justification for all recommendations.
 - 1.7.3 PAAHC will be responsible for notifying organizations of reporting requirements and payment schedules and for enforcing these requirements. PAAHC shall ensure that it and all grantees operate within the guidelines set forth in the City's policy on arts funding.
 - 1.7.4 PAAHC will disburse approved allocations and otherwise administer all funds covered by this agreement, monitoring funded programs and finances, and will submit an annual report to the City on the status of these programs no later than June 30 of each year during the term of this agreement or any extensions thereof.
 - 1.7.5 PAAHC will ensure that each funded program properly recognizes the City and PAAHC as sponsors.
- 1.8 PAAHC will provide the following deliverables:
 - 1.8.1 Request for proposals document.
 - 1.8.2 Service Contract between PAAHC and funded organizations.

- 1.8.3 Recommendations for funding (organization, amount requested, amount recommended, project description and other pertinent information).
- 1.8.4 Rating or evaluation form used in scoring applicant proposals.
- 1.9 Insurance certificate for each funded organization, with the City and PAAHC named as additional insured, in an amount of not less than one million dollars (\$1,000,000) on a policy approved by COP's Risk Manager.

2 COMPENSATION

- 2.1 PAAHC shall make every possible effort to obtain funding from sources other than the City, including financial participation agreements with other governments and government agencies, grants, donations, and any other sources of funding as may become part of the annual budget.
- 2.2 The City will pay seven hundred and fifty dollars (\$750) to PAAHC as support to PAAHC, which will be paid to PAAHC in one payment no later than December 1, 2012.
- 2.3 Funds remitted to PAAHC by the City and which remain in PAAHC's possession at the end of the term of this Agreement will either be refunded to COP within fifteen (15) days after termination of the Agreement or carried over to the next year's funding cycle; however, the \$750 for PAAHC's administrative expenses shall be retained by PAAHC.

3 ACCOUNTABILITY

- 3.1 PAAHC shall submit to the City a financial statement detailing all of its revenues and expenditures no later than June 30 of each year during the term of this Agreement or any extensions thereof. This report shall be in a manner approved by the City.
- 3.2 PAAHC shall establish and maintain an accounting system which will comply with generally accepted accounting principles.
- 3.3 The City may withhold or nullify, in its sole discretion, in whole or in part, the appropriated funds as may be necessary for the following reasons:
- 3.4 Services not rendered, as revealed by investigation by the City; or
- 3.5 Failure to supply information or reports as requested by the City in a timely and reasonable fashion; or
- 3.6 Non-compliance with agreed upon disbursement documentation, accounting procedures, and performance; or
- 3.7 Failure of PAAHC to make payments, disbursements or grants to subcontractors or grant recipients.

4 GENERAL PROVISIONS

- 4.1 This Agreement shall be effective upon approval by the City Council, and shall continue in force until June 30, 2013. This Agreement may be renewed under the same terms and conditions of this Agreement upon the mutual consent of the parties for two additional one-year periods. Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause.
- 4.2 Pursuant to A.R.S. Section 38-511, the City may cancel this agreement without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the Contract 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 Contract 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 further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this agreement on behalf of the City from any other party to the agreement, arising as a result of the agreement.
- 4.3 Any notices to be given by either party to the other must be in writing and personally delivered or mailed by prepaid postage and certified mail, at the following addresses:

City of Prescott
Director of Tourism
201 S. Cortez
Prescott, AZ 86303

With copies to:

City of Prescott
Budget and Finance Director
201 S. Cortez
Prescott, AZ 86303

PAAHC President
110 S. Montezuma Street, Suite H
Prescott, AZ 86303

- 4.4 It is expressly agreed and understood by and between the parties that PAAHC is an independent contractor, and as such PAAHC shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in the Compensation Section of the Contract. As an independent contractor, PAAHC 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 Contract, or as a result of its employment of a business manager. As

an independent contractor, PAAHC further agrees 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 workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties expressly acknowledge that provisions of this Paragraph shall also be binding upon PAAHC's business manager, and that PAAHC shall include this paragraph in any employment contract or contracts into which it enters.

- 4.5 This Agreement is non-assignable by PAAHC.
- 4.6 This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
- 4.7 This Agreement shall be construed under the laws of the State of Arizona.
- 4.8 This Agreement represents the entire and integrated Agreement between the City and PAAHC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and PAAHC. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- 4.9 In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 4.10 PAAHC 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 PAAHC's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of PAAHC or its agents. PAAHC further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which PAAHC has or may have against the City, its agents or employees, arising out of or in any way connected with PAAHC's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
- 4.11 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 policy or binder.

- 4.12 PAAHC, with regard to the work performed by it after award and during its performance of the agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. PAAHC 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 Disabilities Act (“ADA”) (Public Laws 101-336, 42 U.S.C. 12101-12213) and all federal regulations under the ADA and Arizona Governor’s Executive Orders 99-4 and 2000-4 as amended.
- 4.13 The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties hereto further 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. PAAHC further agrees that this provision shall be contained in all contracts for funding entered into pursuant to this Agreement.
- 4.14 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.
- 4.15 Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the term “scrutinized business operations” shall have the meanings set forth in A.R.S. Section 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of
Prescott this ____ day of _____, 2013.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

LYNN MULHALL
City Clerk

JON M. PALADINI
City Attorney

DATED this ____ day of _____, 2013.

PRESCOTT AREA ARTS AND HUMANITIES COUNCIL

By: _____
Name: _____
Title: _____

EXHIBIT “A”



CITY OF PRESCOTT CULTURAL/PERFORMING ARTS GRANT AWARDS 2012 - 2013 THE PROCESS

How will PAAHC make the determination for which programs receive funding?

All applications received by PAAHC will be turned over to a Grant Review Panel. The Panel will be made up of five leaders in the arts and business community: one appointed by the Mayor and four appointed by PAAHC.

Panelists will read all applications in advance and then attend a Panelists' meeting. At the Panelists' meeting, all grants will be reviewed and discussed with the full Panel present. PAAHC will moderate the discussion, but will not lead Panelists either for or against any proposal. Panelists who might have a conflict of interest will be asked to recuse themselves and will not participate in the discussion of those applications.

This meeting will be open to the public, but does not allow for public comment. Applicants and their staff may attend and may be questioned during the review process. Anyone attempting to influence a Panelist during the meeting will be asked to leave.

After discussion of each application, Panelists will be directed to rank the application on a ranking sheet provided by PAAHC. Applications will be ranked separately for each of the four criteria, as listed in the Funding Criteria page.

Following the Panelists' meeting, PAAHC will tally all rankings for the application and order them highest to lowest. Available funding will be applied to each request based on the rankings. Some of the winning applicants will receive more funding than other successful applicants will, if their ranking was higher.

PAAHC will then present the panelists recommendations (approved by the Board of Directors) to the City of Prescott, providing written justification for all recommendations. Those recommendations will go before City Council during a regularly scheduled Study Session and Voting Session.

Once approved by the Prescott City Council and funding is received by PAAHC's Treasurer, grant awards will be publicly announced and funds made available to recipients within 45 days from council approval. This is anticipated to occur sometime in April 2012.

CITY OF PRESCOTT CULTURAL/PERFORMING ARTS GRANT AWARDS 2012 -2013

FUNDING CRITERIA

Well-written applications will address each of the four criterion in the order listed below. Applicants may use two single-sided typed pages with a font size no smaller than 12 point to respond to the following criteria in a narrative. Requested attachments include the application form, resume of the person responsible for the program, list of Board of Directors (if any), budget form, proof of non-profit status, and program media or brochures (limit two pieces, but provide six sets). No other documents should be included.

Funding Criteria:

Artistic or creative quality of the program (one page)

- Describe the event and list its dates, times, and locations.
- Include the mission statement of the organization or individual.
- What are the artistic or cultural goals of the event?

Program's ability to serve the needs of the Prescott Community (one page)

- What is the event's primary target audience?
- Is the event supported by volunteers and experts in the field?
- Show outreach or requests for community participation in the event.
- Show any collaboration with other local organizations and schools.

Appropriateness of budget; effective management; history (one page -not including budget)

- Provide a separate page detail of the budget for expenses and income for the program.
- Include a narrative briefly explaining the key points in the budget.
- Include the current fiscal-year budget for the organization.
- How will the applicant use the funds requested?
- List the person responsible for production of the program, and additional staff.
- Attach resume for the person responsible for the production of the program.
- List of Board of Directors, their community affiliations, and contact info.
- Explain how the organization evaluates the effectiveness of the event.
- Briefly state the history of the event and of the organization in producing events.

Tourism impact on the community of Prescott (one page)

- What are the organization's promotional strategies?
- Document any event spectator data from previous years.

NEW!!! For organizations who have received an '11-'12 PAAHC Grant, a survey to document the following information must be performed and included in the final report. Any information/documentation which speaks to the three questions below can also be included in the narrative for the '12 -'13 Grant request. Organizations receiving funds for the '12 -'13 season must also perform this survey.

- Documentation of the numbers of Prescott area residents at the event.
- Documentation of the numbers of out-of-town visitors.
- Documentation of the numbers of overnight (patrons staying in a Prescott hotel) visitation.

NOTE REGARDING FINAL REPORTS: Failure to submit your final report 60 days after the end of the funded event will result in your organization being excluded from applying for a PAAHC grant for the following fiscal year.

If a qualifying organization receives a grant award from the COP's Office of Tourism (Signature Event Grant) AND a grant from PAAHC, the organization must forfeit the PAAHC Grant Award and, if PAAHC funds have already been received, must return PAAHC funds to PAAHC in full.

NOTE: The PAAHC Grant Committee recommends an event staff person or volunteer performing an informal survey by circulating among approximately 15% of your patrons and verbally asking them the three questions above, recording answers on a sheet of paper, and then projecting the numbers forward based on the total attendance figures.

NEW!!! READ!!! The dollar amount of funds an organization may request are now based on the budget of the event/program. Use the table below to determine the limit of funds your organization may request. If your request exceeds the funding limit allowed, the request will be adjusted to the allowable request criteria.

Event Budget Amount (expenses)	Fund Request Limit
\$0-\$10,000	\$1,000
\$10,001 - \$30,000	\$2,000
\$30,001 - \$50,000	\$3,000
\$50,001 and up	\$4,000

DEPARTMENT: Tourism

MEETING DATE: August 27, 2013

AGENDA ITEM: Approval of a Downtown Management Agreement with the Prescott Downtown Partnership for Fiscal Year 2014 (City Contract No. 2013-046 A1)

Approved By:

Date:

Director:	Prince, Don	
City Manager:	McConnell, Craig	

Item Summary

The City and Prescott Downtown Partnership (PDP), an Arizona non-profit organization, have entered into annual Downtown Management Agreements since 2001. The attached contract will continue the management relationship and associated financial agreement through June 30, 2014. This is the first of the two extensions. In the next renewal process, consideration will be given to provide for a longer term with appropriate cancellation clauses.

The Agreement provides for PDP Downtown Manager responsibility for the following:

- Administration of the Prescott Main Street program
- Organization of downtown special events
- Encouragement and facilitation of the physical development of downtown
- Act as a downtown liaison between the PDP and the City
- Other tasks as assigned by the PDP Board of Directors

In addition, the Agreement calls for the PDP to:

- Maintain requirements for Prescott to retain its Arizona Main Street Community and National Main Street designation
- Implement strategic planning including items outlined in the Focused Future II Strategic Plan for Economic Development
- Make an annual report of prior year activities to the City Council

In return for the PDP services in Fiscal Year 2014, the City will compensate PDP 60% of all vendor fees (\$25 per vendor) collected from events held on the Courthouse Plaza during Fiscal Year 2012. The City's financial assistance is to be used by the PDP solely in funding the Downtown Manager position responsible for the administration of the services set forth in the Agreement. A schedule detailing the amount due is attached as Exhibit "A" to the Agreement.

Agenda Item: Approval of a Downtown Management Agreement with the Prescott Downtown Partnership for Fiscal Year 2014 (City Contract No. 2013-046 A1)

Financial Impact

Payment to the PDP of \$16,275.00 is based on 60% of 2012 vendor fees, which totaled \$27,125.00. The Transient Occupancy (Bed) Tax Fund is the source of budgeted funding for this agreement.

Attachments

1. Downtown Management Agreement

Recommended Action: MOVE to approve a one-year extension to the Downtown Management Agreement with the Prescott Downtown Partnership (City Contract No. 2013-046 A1).

DOWNTOWN MANAGEMENT AGREEMENT

City Contract No. 2013-046 A1

City of Prescott

And

Prescott Downtown Partnership

THIS AGREEMENT, by and between the CITY OF PRESCOTT (hereinafter referred to as "City"), an Arizona municipality, and the PRESCOTT DOWNTOWN PARTNERSHIP (hereinafter referred to as "PDP") a non-profit organization existing under the laws of the State of Arizona.

WHEREAS the City has the authority to enter into this Agreement pursuant to ARS § 9-493 and ARS Section 9-500.11; and

WHEREAS it is in the best interests of the City to enter into this Agreement in order to ensure the future viability of Prescott and its downtown area and participation in the Arizona and National Main Street Programs.

NOW, THEREFORE, IN CONSIDERATION of the mutual 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. The City shall pay to PDP a sum in an amount of SIXTEEN THOUSAND, TWO HUNDRED SEVENTY FIVE and NO/100 DOLLARS (\$16,275.00) for FY 2014 as set forth in Exhibit "A" hereto attached . Aid payment is based on sixty percent (60%) of vendor fees collected for events held on the Courthouse Plaza in 2011 as determined by the City's Budget and Finance Department; and shall be made within thirty (30) following the approval of this agreement.

2. PDP shall use all funds received from the City pursuant to Paragraph 1 above solely for the following purposes: to assist in funding a downtown manager position, who, in turn, will be charged with responsibilities including, but not limited to, the following: administration of the Prescott Main Street program; organization of downtown special events; the encouragement and facilitation of appropriate physical development of downtown; acting as the downtown liaison between downtown property owners, merchants, and other parties, and the City; and other tasks as assigned by the PDP Board of Directors.

3. PDP shall continue to fulfill all of the requirements to maintain an active Arizona Main Street Community.

4. Working in concert with the Arizona Commerce Authority or its designee, PDP shall continue

to meet the standards of performance required for National Main Street designation.

5. Strategic planning for the PDP shall include items outlined in the Focused Future II Strategic Plan for Economic Development.

6. The City will appoint a member of the City Council as liaison to the PDP Board of Directors. The City Tourism Director will act as staff liaison to the PDP Board of Directors.

7. PDP shall make an annual report to the City Council of the City of Prescott of PDP's activities for the prior year. Said report shall be made in the first quarter of each fiscal year.

8. PDP shall allow representatives of the City to review and make available for inspection any and all records, disbursements, expenditures and other documents relating to the expenditure of the above funds during normal business hours at the offices of the PDP.

9. PDP, as Contractor under this agreement, agrees to defend, indemnify and hold harmless the City, and its employee officers, agents and representatives from all suits, including attorneys' fees and cost of litigation, actions, loss, damage, expense, cost or claims, of any character or any nature arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement or on account of any act, claim or amount whether arising or recovered under Workmen's Compensation law, or arising out of the failure of the Contractor or those acting under Contractor to conform to any statutes, ordinance, regulation, law or court decree. It is the intent of the parties to this contract that the City shall, in all instances, be indemnified against all liability, losses and damages of any nature whatever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Agreement, whether the liability, loss or damage is caused by, or alleged to be caused in whole or in part by the negligence or fault of the Contractor or of its officers, agents or employees, or subcontractors.

10. Pursuant to A.R.S. Section 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the Agreement. 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 Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.

11. 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.

12. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, except as otherwise specifically provided herein, 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.

13. PDP, with regard to the work performed by it after award and during its performance of this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. PDP 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, and Executive Order 99-4.

14. It is expressly agreed and understood by and between the parties that PDP is an independent contractor, and as such neither PDP, its employees or agents shall become a City employee, and are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Section 1 above. As an independent contractor, PDP further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, PDP further agrees that it and its employees and agents will conduct themselves in a manner consistent with such status, and that they will neither hold themselves out nor claim to be an officer or employee of the City by reason thereof, and that they will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

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

16. This Agreement is non-assignable by PDP unless approved in writing and in advance by the City.

17. This Agreement shall be construed under the laws of the State of Arizona.

18. Nothing in the Agreement shall be construed to make either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the Contract shall be that of independent Facility Owner, not joint venture, agent or business partners.

19. PDP 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.

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

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

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

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

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

25. The provisions of the foregoing articles shall be included in any contract PDP enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

26. This Agreement is valid through June 30, 2014. This Agreement may be renewed under the same terms and conditions of this Agreement upon the mutual consent of the parties for two additional one-year periods. Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause.

DATED this _____ day of _____, 2013.

MARLIN KUYKENDALL
Mayor

DATED this _____ day of _____, 2013.

PRESCOTT DOWNTOWN PARTNERSHIP

By: _____
JOSEPH HOWARD, President

ATTEST:

APPROVED AS TO FORM:

LYNN MULHALL
City Clerk

JON M. PALADINI
City Attorney

EXHIBIT "A"



Prescott Downtown Partnership, Inc.

Agent for Yavapai County

P. O. Box 3801, Prescott, Arizona 86302

928. 443. 5220 (tel)

928. 443. 5404 (fax)



July 24, 2013

City of Prescott
Don Prince, Director of Tourism
201 S Cortez Street
Prescott, AZ 86303

Don;

Enclosed you will find a copy of the 2012 year-end report. The second column is the number of vendors.

The total transient vendors for all shows on the courthouse plaza was 1087, multiplied by \$25 is a total of \$27,175. X .60% equals \$16,305 for your budget.

Please let us know if you have any other questions or comments.

Regards,

A handwritten signature in black ink, appearing to read "Kendall Jaspers".

Kendall Jaspers
Executive Director

	Activity	COP-Transient VDR counts	Admin Fees	Sales Booth Fees	Food Booth Fees	Non-Sales Booth Fees	Electric Fees	Damage	Total
Three Day Events	Prescott Rodeo Days Show	139	\$75.00	\$8,580.00	\$1,350.00	\$30.00	\$180.00		\$10,215.00
	Faire on the Square	120	\$75.00	\$7,500.00	\$1,650.00	\$185.00	\$185.00		\$9,595.00
	Phippen Western Art Show & Sale	90	\$75.00	\$5,580.00		\$90.00	\$150.00		\$5,895.00
			\$225.00	\$21,660.00	\$3,000.00	\$305.00	\$515.00	\$0.00	\$25,705.00
Two Day Events				Sales booths	Food booths	on-sales booth	Electric	Damage	
	Spring Arts Festival - MAG	138	\$75.00	\$5,480.00	\$1,100.00	\$20.00	\$140.00		\$6,815.00
	Summer Arts Festival - MAG	112	\$75.00	\$4,360.00	\$1,000.00	\$40.00	\$150.00		\$5,625.00
	WVFD Arts & Crafts Show	91	\$75.00	\$3,480.00	\$900.00	\$140.00	\$190.00		\$4,785.00
	Territorial Days	134	\$75.00	\$5,280.00	\$900.00	\$240.00	\$90.00		\$6,585.00
	Fallfest in the Park	81	\$75.00	\$3,240.00	\$800.00	\$50.00	\$60.00		\$4,225.00
One Day Events			\$375.00	\$21,840.00	\$4,700.00	\$490.00	\$630.00	\$0.00	\$28,035.00
	Edwards-Clancy wedding		50.00						\$50.00
	COHH Circle of Helping Hands	1	50.00	\$40.00		\$20.00	\$5.00		\$115.00
	True Story films		50.00						\$50.00
	COHH Circle of Helping Hands	2	50.00	\$20.00	\$30.00	\$10.00	\$5.00		\$115.00
	Compton - Massey wedding		50.00				\$5.00		\$55.00
	Flake for US Senate Rally		50.00				\$5.00		\$55.00
	Earth Day	10	75.00	\$180.00	\$50.00	\$205.00	\$15.00		\$525.00
	City of Prescott-Whiskey Off Rd		75.00						\$75.00
	Purcell Family reunion		50.00						\$50.00
	Whiskey Row Marathon YMCA	1	75.00	\$20.00		\$65.00	\$5.00		\$165.00
	YC Specialty Courts Ceremony		50.00						\$50.00
	Night of Worship		75.00						\$75.00
	Gateway Com. College Seminar		50.00				\$5.00		\$55.00
	Potters House 7 dates		350.00				\$35.00		\$385.00
	U.A.F. Woof Down lunch	27	75.00	\$540.00		\$270.00	\$25.00		\$910.00
	Antiques on the Square - Summer s	40	75.00	\$1,020.00		\$10.00			\$1,105.00
	Prescott Jazz Summit		50.00				\$5.00		\$55.00
	Tsunami on the Square	21	75.00	\$240.00	\$450.00	\$30.00	\$50.00		\$845.00
	Prescott Bluegrass Festival		75.00						\$75.00
	Kiwanis Club Kiddie Parade		50.00				\$5.00		\$55.00
	Prescott Jazz Summit		50.00				\$5.00		\$55.00
	Celebrate Recovery	13	75.00	\$160.00	\$250.00	\$190.00	\$40.00		\$715.00
	Christian Music Explosion		75.00				\$5.00		\$80.00
	Acker on the Plaza		75.00				\$5.00		\$80.00

Activity	COP-transient VDR counts	Admin	Sales Booth	Food Booth	Non-Sales	Electric	Damage	Total
Prescott Jazz Summit		50.00				\$5.00		\$55.00
(55)Concert Series-COP		75.00						\$75.00
March of Dimes		50.00				\$5.00		\$55.00
Night of Worship		75.00						\$75.00
YC Adult Probation-waived		0.00						\$0.00
Skull Valley Loop Challenge		75.00				\$5.00		\$80.00
Empty Bowls		75.00				\$5.00		\$80.00
Rossi-McCarty wedding		50.00						\$50.00
Antiques on the Square-Fall show	47	75.00	\$1,140.00		\$10.00			\$1,225.00
Christian Academy of Prescott		50.00						\$50.00
Prescott Vette Sette		75.00			\$15.00	\$10.00		\$100.00
Walk to End Alzheimers		50.00				\$5.00		\$55.00
Prescott Chamber Auction		50.00			\$70.00	\$5.00		\$125.00
Dog-Toberfest	20	75.00	\$400.00		\$290.00	\$45.00		\$810.00
Circle Against Dom. Violence		50.00						\$50.00
Bucky's Casino Film & Photo Shoot		50.00						\$50.00
Pumpkin Patch - C.O.P.	0	75.00			\$230.00	\$20.00		\$325.00
Yavapai Tea Party		50.00				\$5.00		\$55.00
Ganesh Pictures Film Shoot		75.00				\$5.00		\$80.00
GOP Victory Rally		50.00				\$5.00		\$55.00
Prescott Band Boosters Photo		0.00						\$0.00
World Aids Day Walk		50.00						\$50.00
French-Stanislaw wedding		50.00						\$50.00
Peters-Pennington wedding		50.00						\$50.00
Lincoln School Carolers-waived								
Courthouse Lighting		50.00						\$50.00
Category total		\$2,900.00	\$3,760.00	\$780.00	\$1,415.00	\$340.00	\$0.00	\$9,445.00
	1087	\$3,500.00	\$47,260.00	\$8,480.00	\$2,210.00	\$1,485.00	\$0.00	\$63,185.00
2012 Year end activity report								
**NOTE: MAG Show \$'s will not reconcile as County agreed to split balnce of \$827. with MAG due to plaza construction.								
Take Back the Night cancelled due to construction					American Legion Riders Cancelled			
Eddy-Hallard wedding CXLD					McKerny-Ludwig wedding Cancelled			
Wildfire Expo Cancelled					Windsor-Esslinger wedding Cancelled			
# of applications received		64						
# of Apps cancelled		6						
Permits issues		58						
# of days on the plaza		145						
# of Days with PDP staff		48						
# of PDP employees needed		77						

DEPARTMENT: Public Works

MEETING DATE: August 27, 2013

AGENDA ITEM: Approval to purchase two replacement submersible sewage pumps and accessories from Pump Systems, Inc., for Yavapai Hills No. 9 Lift Station in the amount of \$50,191.68.

Approved By:

Date:

Director:	Nietupski, Mark	08/19/2013
City Manager:	McConnell, Craig	08/19/2013

Item Summary

This item is for the purchase of two replacement submersible sewage pumps and accessories from Pump Systems, Inc., for the Yavapai Hills No. 9 Lift Station.

Background

The Yavapai Hills No. 9 Lift Station was installed in 2004 during Unit 9, Phase 3 construction. The original pumps were designed to provide service for Unit 9 through build-out, however, through recent flow testing analysis it has been determined the pumps are inefficient for the operating conditions. Inefficiencies result in increased electrical costs, inability to meet flow loads, failure to meet regulatory standards, and potential for solids accumulation/blockage in the forcemain. The existing pumps will be removed, serviced, and reused in the Ranch No. 1B Lift Station where they are better suited for a redundant wet well.

Bids were received on August 8, 2013 from the following vendors:

Bidder Location Total Bid

Pump	Systems	Inc.	Gilbert,	AZ	\$50,191.68
Phoenix	Pumps,	Inc.	Phoenix,	AZ	\$53,587.93
Hennesy	Mechanical	Sales	Phoenix,	AZ	\$53,835.93
James, Cooke & Hobson, Inc.	Phoenix, AZ	\$56,194.70			

Financial Impact

FY 2014 funding in the total amount of \$50,191.68, including taxes, is available in the Wastewater Fund for this equipment.

Agenda Item: Approval to purchase two replacement submersible sewage pumps and accessories from Pump Systems, Inc., for Yavapai Hills No. 9 Lift Station in the amount of \$50,191.68.

Attachments

1. Pump Systems, Inc., Price Quote
2. Vicinity Map YHLS9

Recommended Action: MOVE to approve the purchase of two replacement submersible sewage pumps and accessories from Pump Systems, Inc., for the Yavapai Hills No. 9 Lift Station in the amount of \$50,191.68.

COPY

Form A – Solicitation Response Cover Sheet

**City of Prescott
Solicitation Response**

Description: Lift Station Apparatus

Please note all that apply:

- ☒ Submersible Sewage Pumps
- ☒ Accessory Packages
- ☒ Addenda Number(s) Received (if any)
- ☒ Original Forms A through D plus two (3) photocopies

Business Name: Pump Systems Inc.

Business Address: 55 N. Sunway Drive
Gilbert, AZ 85233

Business Phone: (480) 545-8484

Business Contact: Dave Martz

Supplier Comments: _____

COPY

Form B – Price Sheet

<u>Item</u>	<u>Quantity</u>		
Submersible Sewage Pumps	2	Unit Price \$ <u>19,930.00</u>	Total \$ <u>39,860.00</u>
Accessory Packages	2	Unit Price \$ <u>3,350.00</u>	Total \$ <u>6,700.00</u>
		Subtotal	\$ <u>46,560.00</u>
		Tax	\$ <u>3,631.68</u>
		Total	\$ <u>50,191.68</u> *

* Includes Freight

Delivery after receiving individual orders: 60 days (not to exceed 90 days) @ 1505
Sundog Ranch Road, Prescott, AZ 86301

Payment Terms: Net 20 Days

Pump Systems Inc.
Company

Dave Martz
Name (Printed)


Signature

Sales
Title

Dated this 7th day of August 2013

COPY

Form C – Bid Certification

Bidder: Pump Systems Inc.

The Bidder hereby certifies the following:

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	Issue Date
<u>#1</u>	<u>August 5, 2013</u>
<u></u>	<u></u>

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 All specifications and requirements of this RFB have been met. Yes X No
Exceptions: Section 2.1K - Temperature sensor on lower bearing is not available

Section 2.1J - Barnes motors are oil filled, not air filled

C.4 That the Bidder's bid consists of the following:

1. Form A – Solicitation response package cover sheet
2. Form B – Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate

C.5 That the Bidder's bid is valid for 120 days.

Pump Systems Inc.
Company


Signature

Sales
Title

Dated this 7th day of August 2013.

COPY

Form D – Non-Collusion Certificate

Bidder

Name: Pump Systems 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.

Pump Systems Inc.

Company



Signature

Sales

Title

Dated this 7th day of August 2013.

VICINITY MAP YAVAPAI HILLS #9 LIFT STATION

YAVAPAI HILLS #9 LIFT STATION
4685 SHARP SHOOTER

PRESCOTT
LAKES
PARKWAY

WALMART

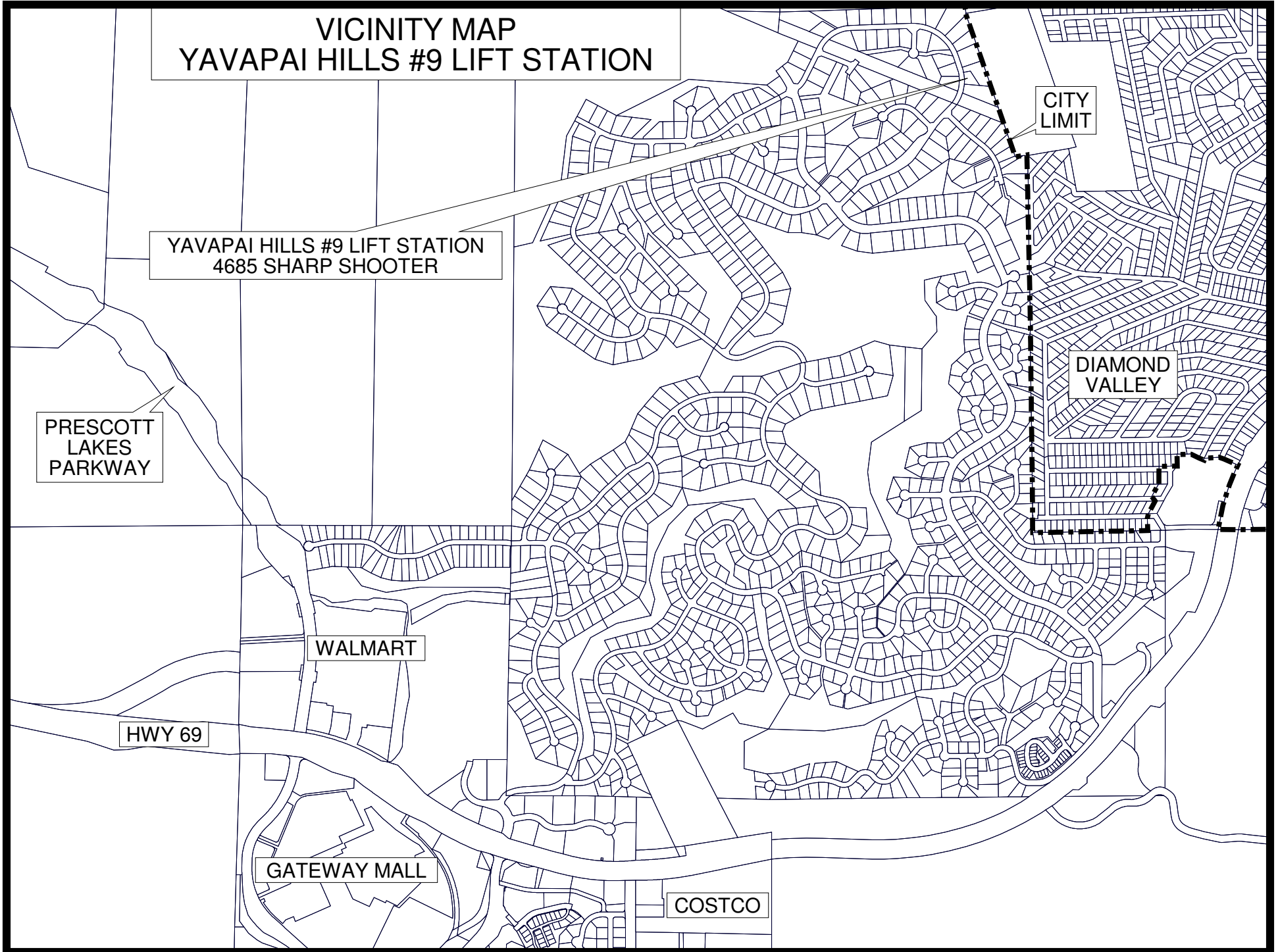
HWY 69

GATEWAY MALL

COSTCO

CITY
LIMIT

DIAMOND
VALLEY



COUNCIL AGENDA MEMO – August 27, 2013

DEPARTMENT: City Manager (Water Resources)

AGENDA ITEM: Approval of Independent Contractor Agreement with Salt River Valley Water Users' Association for the Big Chino Sub-basin Ephemeral Stream Flow Monitoring System (City Contract No. 2014-001)

Approved By:

Date:

City Manager: Craig McConnell

Item Summary

On September 19, 2012, Council approved Comprehensive Agreement No. 1 (CA1) with Salt River Project (SRP) and the Town of Prescott Valley, providing for implementation of an enhanced groundwater and surface water monitoring system generating data for a more refined (“nested”) groundwater model to be developed for the Big Chino Sub-basin and its connection to the Upper Verde River. Attached for reference is the Council Agenda Memo for the September 19, 2012, meeting with additional background information.

SRP, acting as an independent contractor, and the United States Geological Survey (USGS) responded to a request for proposals for the enhanced surface water monitoring. The SRP proposal was selected by the project Monitoring Committee for implementation by Spring 2014. The scope focuses on installing equipment to record stream or flume water depth and conducting direct stream-flow measurements at eight (8) ephemeral stream locations within the Big Chino Sub-basin identified through consultation with USGS relative to that agency's Northern Arizona Regional Groundwater Flow Model. The locations were further assessed during two field trips by USGS, ADWR, Yavapai County Flood Control District, SRP, Prescott, and Prescott Valley representatives.

Budget

Prescott is the fiduciary agent for CA1. The initial quarterly account balance of contributions made by the parties to CA1 was \$508,738.05 (4/12/13). Funding is available for this Agreement in the amount of \$86,947 for installation of the equipment (capital account) and the annual operation and maintenance expense of \$96,000 (O&M account).

Attachments

- Independent Contractor Agreement (City Contract No. 2014-001)
- Ephemeral Stream-flow Monitoring Proposal within the Big Chino Sub-basin, Salt River Project (6/6/13)
- City Council Agenda Memo for Comprehensive Agreement No. 1 (9/19/12)
- Exhibit 5 to Comprehensive Agreement No.1 (City Contract No. 2013-058)

Recommended Action: **MOVE** to approve the Independent Contractor Agreement with Salt River Valley Water Users' Association for the Big Chino Sub-basin Ephemeral Stream Flow Monitoring System (City Contract No. 2014-001).

INDEPENDENT CONTRACTOR AGREEMENT
Big Chino Sub-Basin Ephemeral Stream Flow Monitoring System
City of Prescott Contract No. 2014-001

This Independent Contractor Agreement (hereinafter "Agreement") is made between the City of Prescott, with its principal address at 201 South Cortez Street, Prescott, Yavapai County, Arizona (the "Client"), and the Salt River Valley Water Users' Association (the "Association").

RECITALS

- A. The Association, as an agent of the Salt River Project Agricultural Improvement District, operates a water delivery system in central Arizona. The Association and the Client desire to have ephemeral stream-flow monitoring within the Big Chino sub-basin.
- B. The Association agrees to perform these services for Client under the terms and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Association and Client agree as follows:

SCOPE OF WORK

Client engages the Association to furnish the work described in Schedule A, attached hereto and by this reference incorporated herein. The Association agrees to furnish the work in accordance with Schedule A. Client is responsible for obtaining all necessary permits, which may include land access agreements and/or permits necessary to install the monitoring equipment. All work done by the Association is warranted as noted in Schedule A.

PRICE AND PAYMENT

Client agrees to pay the Association in accordance with the price and payment terms set forth in Schedule A, sections VII and VIII, and in accordance with Comprehensive Agreement No.1 guidelines. The Association agrees to accept such amounts as full payment for its work and to sign such waivers of lien, affidavits and receipts as Client shall request in order to acknowledge payment.

MATERIAL, SUPPLIES, EQUIPMENT AND TOOLS

The Association shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this Agreement.

INDEPENDENT CONTRACTOR RELATIONSHIP

The Association is an independent contractor and is not an employee, servant, agent, partner or joint venturer of Client. Client shall determine the work to be done by the Association, but the Association shall determine the means by which it accomplishes the work specified by Client. Client is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes the Association. Neither the Association nor its employees shall be entitled to receive any benefits which employees of Client are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for Client.

EMPLOYEES OF CONTRACTOR

The Association shall be solely responsible for paying all FICA and other taxes, worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the Association and its employees, servants and agents.

INSURANCE

The Association is self-insured.

NON-WAIVER

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

NO AUTHORITY TO BIND CLIENT

Neither the Association nor Client has authority to enter into contracts on behalf of, or authority to bind the other party.

NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party, by certified mail, return receipt requested or by facsimile in accordance with Comprehensive Agreement No.1.

ENTIRE AGREEMENT

This is the entire Agreement between the parties and can only be supplemented, amended or revised by a writing that is signed by each of the parties.

ASSIGNMENT

The Association may not assign any of its rights or duties under this Agreement without the prior written consent of Client.

TERM

This Agreement is effective as of the date signed by both parties and shall continue in effect until cancelled by either party upon ten (10) days written notice to the other party. In the event Client cancels, Client shall reimburse the Association for expenses incurred to date of cancellation notice.

LAW

This Agreement shall be governed and construed in accordance with Arizona law and venue shall be in Maricopa County.

The parties have executed this Agreement this _____ day of _____, 20__.

CLIENT - CITY OF PRESCOTT

THE SALT RIVER VALLEY WATER USERS'
ASSOCIATION

By: _____
MARLIN D. KUYKENDALL

By: _____

Its: Mayor

Its: _____

SCHEDULE A

SCOPE OF WORK¹

Capital Equipment Installation and Annual Operation and Maintenance Services

**“Ephemeral Stream-flow Monitoring Proposal within the Big Chino Sub-basin
June 6, 2013”**

**Lee W. Ester and Sharon S. Morris
Salt River Project**



Big Chino Sub-basin. Photo Credit: SRP, April 2013.

Ephemeral Stream-flow Monitoring Proposal within the Big Chino Sub-basin

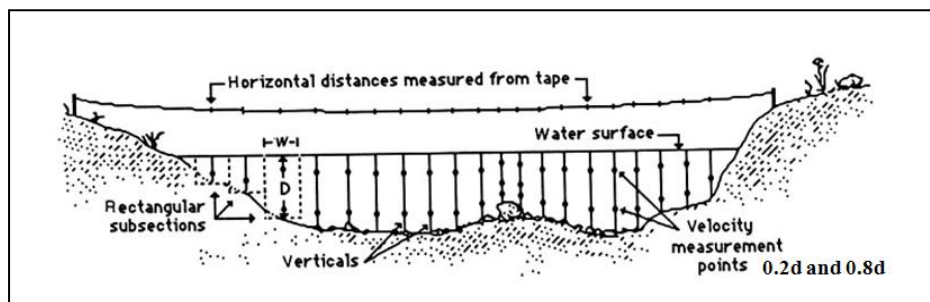


Image Credit: University of Washington, School of Environmental and Forest Sciences

***June 6, 2013
Lee W. Ester and Sharon S. Morris
Salt River Project***

Table of Contents

I.	Introduction	3
A.	SRP Qualifications	3
II.	Project Management.....	3
III.	Project Purpose and Goals.....	4
A.	Groundwater Modeling	4
B.	Service Value Hydrograph	5
IV.	Water Monitoring Methods and Data Collection	6
A.	Slope-Area Method	6
B.	Stream-Flow Monitoring	7
C.	Flume.....	7
D.	Direct Hydrographic Field Measurements	7
E.	Field Cameras.....	8
F.	Data Management.....	8
G.	Safety and Property/Access Issues.....	11
H.	Equipment Risks and Concerns	11
V.	Proposed Surface Water Monitoring Locations	12
A.	Preliminary Site Specifications	12
VI.	Project Timeline	28
A.	SRP Installation Timeline	29
VII.	Project Cost Estimates – By Site	30
VIII.	Invoicing	32
A.	Capital - Initialing Sites	32
B.	Operation and Maintenance (O&M) - Recurring Charges.....	32
C.	Break-Fix Event (Exception to Planned Schedule).....	32
D.	Special Call Out and Change Orders	32
IX.	Notice to Proceed	33
X.	References.....	34



I. Introduction

This proposal outlines the methods that will be used to monitor surface-water flows along eight ephemeral stream reaches within the Big Chino Sub-basin of the Verde River Groundwater Basin. Salt River Project (SRP) will install, operate, and maintain these eight stream-flow monitoring sites in support of the Big Chino Sub-Basin Data Collection and Water Monitoring Program outlined in section 9a of the Big Chino Monitoring Plan of January 25, 2011.

The importance of monitoring stream flow within these ephemeral channels is growing as needs for water increase within the Big Chino Sub-basin. The monitoring goal is to collect additional hydrologic data for development of a numerical groundwater flow model and establish a long-term data collection program that will improve the understanding of the hydrologic relationship between groundwater and surface water in the upper Verde River area.

A. SRP Qualifications

The SRP brought life to the Salt River Valley when it began delivering water to its users over a century ago. It is the largest raw-water supplier in central Arizona, with a service area covering more than 375 square miles and management responsibilities for a 13,000 square mile watershed. Within SRP, a team of water measurement professionals continually monitors and collects data from rivers, lakes, dams, and canals. Its highly trained and skilled staff includes Engineers, Analysts, Hydrology Information Specialists, Hydrographic Field Specialists and Hydrology Equipment and Instrumentation Specialists.

Many times water monitoring sites are located in very remote or environmentally sensitive areas. While SRP is able to access most locations via its fleet of all-terrain vehicles, when necessary or more practical the use of its dedicated fleet of helicopters and fixed wing aircraft greatly improve efficiency and accessibility. Use of aircraft to access remote sites is especially useful during storm events and for post-storm data collection, direct stream-flow measurements, routine equipment servicing, and responsive break-fix servicing when necessary.

With its specialized staff, equipment, and capabilities in water measurement and data collection, SRP is uniquely able to meet the ephemeral-channel monitoring needs in the Big Chino Sub-basin.

II. Project Management

SRP welcomes a collaborative approach to understanding and meeting the needs of the Big Chino Sub-basin Water Monitoring Program. Through open communication and participation, decision makers are welcomed to join in site selection of stream reaches, help define equipment configurations, participate in field installation efforts, and in the future, accompany general service and monitoring trips to the equipped locations.



III. Project Purpose and Goals

The purpose of the Big Chino Sub-Basin Water Monitoring Program is to collect additional hydrologic data for development of a numerical groundwater flow model and establish a long-term data collection program.

As part of this monitoring effort, eight new stream-flow gages are being considered. Field investigations conducted on May 14-15, 2013, identified the proposed locations for future stream-flow monitoring.

All sites will be operational by end of March 2014.

SRP will install, maintain, collect and process data and photographs from the measuring devices and field cameras, and will conduct direct stream-flow measurements (when conditions are appropriate and measurements can be conducted safely).

A. Groundwater Modeling

To capture preliminary dialogue focused on the stream-flow monitoring goals, the following quotations are provided.

Note that key statements have been **bolded as a means to draw the reader's attention to the goal.*

For modeling purpose, we would like to know how **much stream recharge occur post a flood event. To estimate that, I think the peak flow and the recession part of the hydrograph data will help to quantify the loss of the stream flow** with the assumption that the loss of the stream flow contributes to the stream infiltration recharge (S. Liu, PhD, Salt River Project, personal communication, May 20, 2013).

RE Invasive field measurements: With available field staff (ADWR, USGS and SRP), I think having coordinated 'synoptic' field measurements during recession flow periods (200-0 cfs) along major tributaries (Williamson Valley Wash; Walnut Creek; Big Chino Wash; Granite Creek-Willow Creek Confluence; Lynx Creek) would provide important supplemental flow/transmission-loss information. For higher flow events (>200 cfs), recording time-series stage information along major tributaries - at intervals greater than existing or prospective sites - may help reduce measurement uncertainty. As we know, major flow events happen infrequently (2010; 2005; 1998; 1995; 1993, 1982-83; 1978-1980; 1973....1941). **However when the high-flow seasons do occur, resources should be directed towards quantifying transmission losses. Unfortunately the time-frame for this is, necessarily, of long-term duration.**

RE Discharge accuracy: **I like the idea of quantifying the accuracy (uncertainty) of stream-flow measurements** (K. Nelson, Arizona Department of Water Resources, personal communication, April 25, 2013).



B. Service Value Hydrograph

The Service Value Hydrograph identifies the service attributes and illustrates how those attributes may overlap to meet the goals of the groundwater modelers (Figure 1).

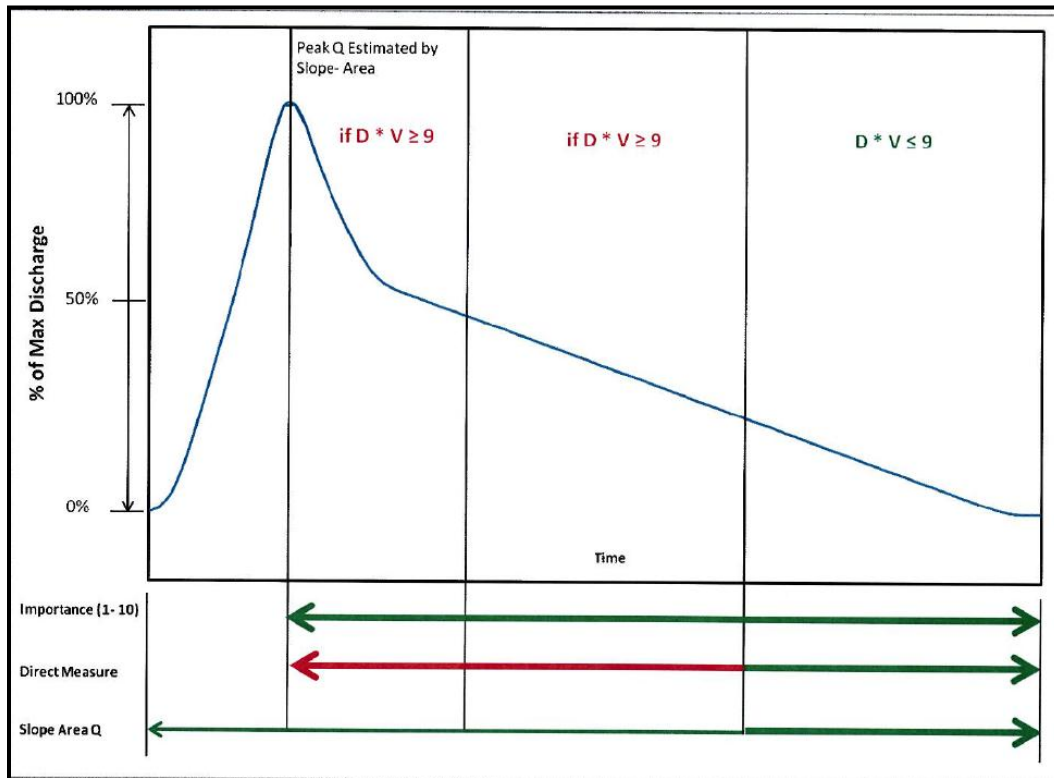


Figure 1 Service Value Hydrograph

The hydrograph in Figure 1 assumes full-bank flow for any one of the sites in this proposal. The upper green horizontal line portrays the importance of the discharge values as suggested by the experts participating in the monitoring project. Preferences begin with knowledge of the peak-estimated discharge coupled with definition of the recession time/discharge relationship.

The middle horizontal line portrays when it is estimated that direct hydrographic measurements are possible. The red line indicates when the water depth * velocity > 9 which indicates that it is unsafe for an SRP Specialist to wade the stream. For safety purposes a direct measurement would not be conducted. During this period, results of the Slope-Area Method would not be able to be refined with direct measurements. However, as soon as the depth * velocity < 9 is realized, then a direct measurement by wading would be possible. It is in this area that the Slope-Area Method can be refined and the accuracy of the discharge calculations verified.

The lower green horizontal line portrays that the Slope-Area Method for determining discharge is possible throughout the range of the hydrograph. At the higher flows (left part of the graph), the method produces estimated discharges, however, when discharges can

be field verified by direct methods, it improves the accuracy of the Slope-Area Method's results (right part of the graph).

It is probable that many events during the period of the monitoring study will produce lower flows (where depth x velocity < 9) such that the areas of importance, direct measurement, and accuracy of the Slope-Area Method will overlap. When this occurs, a more accurate hydrograph is anticipated.

IV. Water Monitoring Methods and Data Collection

To satisfy the water monitoring requirements, two methods are being considered. Seven sites are candidates for the Slope-Area Method applied to a time series of recorded stream depths (stage data) for estimating discharge, while one other site would be configured with a pre-manufactured flume.

Each of the measurement locations will be equipped with industry standard water measurement equipment and instrumentation for recording water depth (stage). This equipment will be accurately installed, calibrated, and maintained to fulfill the project requirements.

A. Slope-Area Method

Seven of the proposed gage locations are ephemeral and would be measured via the Slope-Area Method. This technique is suited for low to high flows.

The Slope-Area Method consists of using 1) the slope of the water surface in a uniform reach of channel and 2) the average cross-sectional area of that reach, and 3) the water depth (stage) at fixed time intervals (made possible by the stage data logging device) to determine a time series of discharges. This method would yield an estimate of the flows in a reach being measured and produce a time sensitive hydrograph for each location and runoff event.

The method is sensitive to the inputs. For example, if the channel roughness is decreased or the channel slope increases, the discharge increases, and vice-versa. Channel roughness is affected by various things including channel floor composition, composition size, vegetation and large wood buildup, and flow depth. The Slope-Area method works well in turbulent flow and in streams that are not too shallow or too narrow (University of Washington).

An estimate of the discharge would be computed using Manning's formula (Mays, 2010):

$$Q = (1.486/n)AR_h^{2/3}S^{1/2}$$

Q = discharge (ft³/s)

A = mean area of the channel cross section (ft²)

R_h = mean hydraulic radius of the channel (ft)

S = energy slope of the flow

n = a roughness factor depending on the character of the channel lining



B. Stream-Flow Monitoring

Records of the stream-flow depth (stage) will be made using a stream-specific system comprised of two strategically positioned Solinst pressure transducers with self-contained data logging capabilities. These devices would be installed appropriately in the channel width and secured to the channel floor at the beginning (upstream) and end (downstream) of each channel reach being monitored. The two Solinst devices require a barometric pressure companion device be installed within the general area of the stream-flow being monitored. Additional stage sensors across the channel width may be determined necessary in the future; however, the sites visited during the field investigation on May 14-15, 2013, showed uniform channel configurations with little to no left or right bank bias. The reaches selected were fairly straight and uniform.

Solinst pressure transducer – used to collect and store stream or flume water depth (stage) data. The device is waterproof, self-powered, and self-contained. It does not provide for telemetering of the data. Data from the device must be manually downloaded and uploaded to SRP's data processing software in a back office scenario.

Solinst barometric transducer – used to collect and store barometric data near the Solinst pressure transducers. The device is waterproof, self-powered, and self-contained. It does not provide for telemetering of the data. Data from the device must be manually downloaded and applied to the Solinst pressure transducer data files (water depth – stage) as part of the back office scenario.

During the field investigations in May 2013, site-specific measurements were obtained. These preliminary measurements allow for early estimates (illustrative only) of anticipated flow in each of the reaches identified.

C. Flume

One of the proposed gage locations would benefit from the use of a pre-manufactured measurement flume, which is best suited for low to moderate flows. The flume includes a secure stilling well as part of its construction. In this stilling well, a Solinst pressure transducer would be installed. There is little need for direct hydrographic measurements at a flume's location since the device is built to industry standards for accuracy.

D. Direct Hydrographic Field Measurements

To refine the estimated discharge values, direct hydrographic field measurements will be collected at each stream, when appropriate, to verify water stage and flow at each location. Collecting direct hydrographic measurements provides precise field discharge data that will be used to refine (calibrate) the preliminary flow equations derived from the Slope-Area Method, thus providing a more accurate discharge calculation.

Direct hydrographic measurements incorporate a technique used to invasively measure the discharge, or the volume of water moving through a channel per unit time, of a stream. The height of water in the stream channel, known as a stage or gage height, can later be used to



determine the discharge in that stream. When used in conjunction with velocity and cross-sectional area measurements, the recorded stage heights can be extrapolated to calculate discharge values for the stream during the time series stage values, thus generating a proofed rating curve and subsequent hydrograph of the flows in the channel. A rating curve is constructed by graphing several manually derived discharge measurements (e.g. measured using method described above) with a corresponding stage height. A best-fit curve is fit to these data points and the equation of the line corresponds to the relationship between stage and discharge. The greater the number of direct measurements, the more reliable the rating curve (Slope-Area method) will be to determine the discharge based on stage data (Bruckner, 2013).

In addition, early in the project, aerial photographic surveys during and post flow events (stream flow recession) would be highly beneficial and fundamental for establishing the extent and conditions of wetted channel reaches along the monitored critical tributaries within the Big Chino Sub-basin.

E. Field Cameras

Installing camera equipment will make it possible for the streams to be photographed and monitored at regular intervals during the study period. The photographs will be especially useful during flow events. The onsite cameras could be installed with or without a telemetry option. Each configuration is discussed below.

Stealth camera – a stand-alone camera used to collect and store photographs of stream-flow or flume conditions. The device is waterproof, solar/battery powered and self-contained. It does not provide for telemetering of the photographs. Photographs from the camera must be manually downloaded. The camera would be set to collect interval photographs at preferred times of the day or night, whether conditions are wet or dry (event or no event) and would have to be manually reviewed in a back office scenario at a later date.

Stealth camera with cellular connection – a stand-alone camera used to collect and store photographs of stream flow or flume conditions. The device is waterproof, solar/battery powered, and self-contained. It can telemeter photographs. Photographs from the camera can also be manually downloaded. The camera would be set to collect and send interval photographs at preferred times of the day or night, whether conditions are wet or dry (event or no event) and could be reviewed via a web application in an office scenario.

F. Data Management

The site data must be manually extracted from the devices via a laptop or handheld downloading device via a connecting cable. Collection of the data would be facilitated at a level of frequency to be determined as part of this project. For example, depending on runoff events and cost, it could be done quarterly, monthly, or weekly.



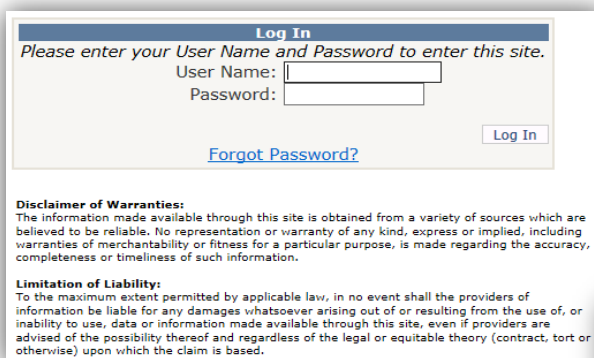
Once the data is extracted, it is uploaded into SRP's Quality Assurance/Quality Control (QA/QC) back-office processing system. SRP uses Aquatic Informatics' Aquarius hydrological software for data management and processing, analysis, and reporting.

i. Data Access

Data collected from each site, whether early/provisional or later/finalized, will be made available via SRP's secure password protected web portal accessible at www.azwatergauge.com. The Monitoring Committee will have decision on who receives access to the data. Each of the river gage sites will have its own page, graphics, and numerical reports. Data from the project's inception to completion can be retained, viewed, and downloaded at the user's discretion.

An example of the site-specific information that will be provided via www.azwatergauge.com is provided for the Verde Headwaters gage site at Campbell Ranch.

Upon accessing www.azwatergauge.com, the user is prompted for a user name and password. After authenticating the User ID and Password, a user can access all sites for which their specific password allows. The Big Chino Sub-basin sites will be available for selection from a drop down list. For this example, the Verde Headwaters site was selected.



Log In
Please enter your User Name and Password to enter this site.
User Name:
Password:
[Forgot Password?](#)

Disclaimer of Warranties:
The information made available through this site is obtained from a variety of sources which are believed to be reliable. No representation or warranty of any kind, express or implied, including warranties of merchantability or fitness for a particular purpose, is made regarding the accuracy, completeness or timeliness of such information.

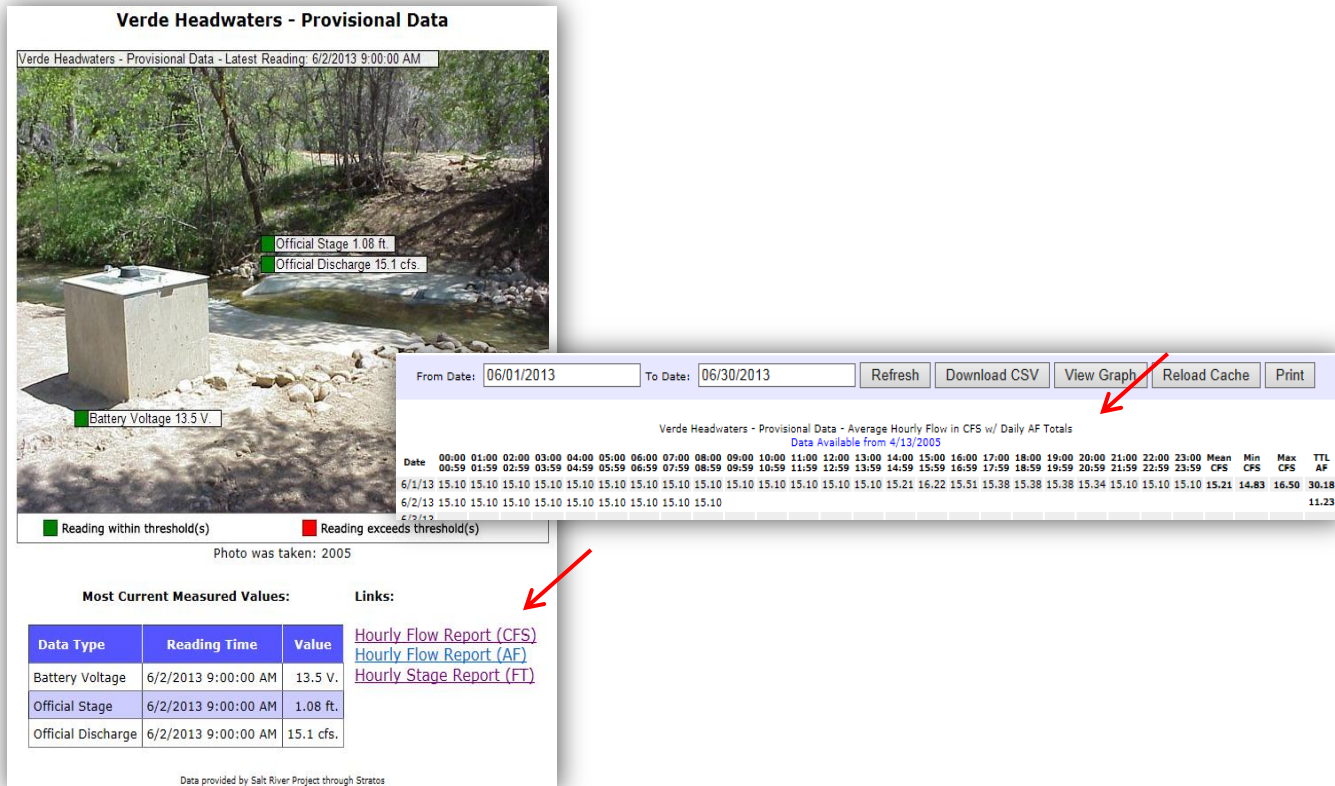
Limitation of Liability:
To the maximum extent permitted by applicable law, in no event shall the providers of information be liable for any damages whatsoever arising out of or resulting from the use of, or inability to use, data or information made available through this site, even if providers are advised of the possibility thereof and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

Below is a list of pages on this website that are available to you. This list of pages can also be found in the "Site Menu" that is located at the top right hand corner of every page.

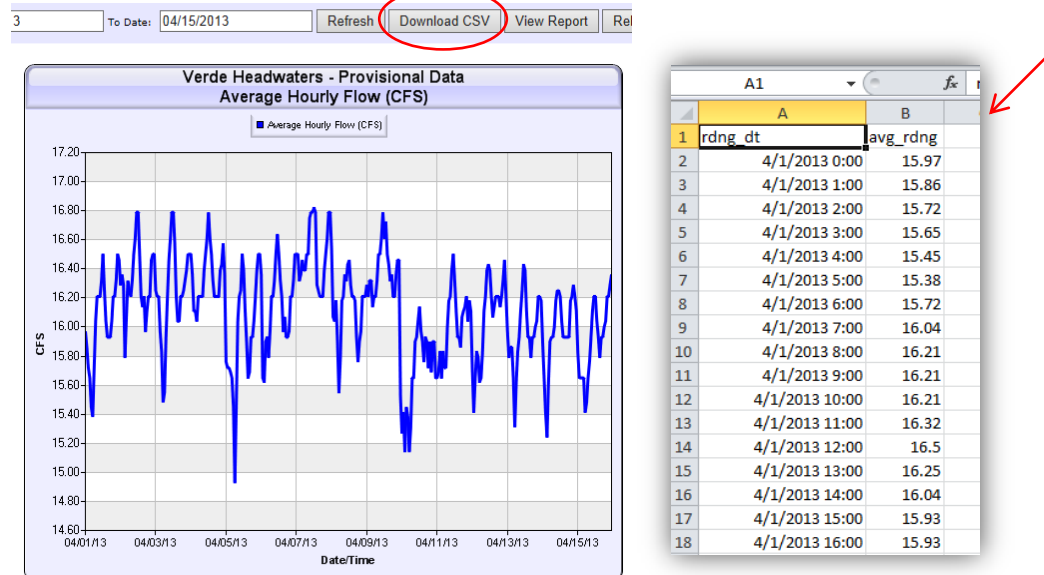
Accessible Pages
[Verde Headwaters - Provisional Data](#)



In this example three reports are available. The **Hourly Flow Report (CFS)** was selected.



After running the select report, the user has the option to refine the data by date, view the data as a graph, and download the data to a .csv file which can easily be opened in Excel.



The ease of using the website and its graphical displays coupled with data export capabilities demonstrates how this website is a unique and desirable method for storing/sharing data from the Big Chino Sub-basin stream-flow monitoring sites.

G. Safety and Property/Access Issues

SRP will adhere to safe work practices. Working safely is a condition of employment for its employees and a major corporate objective.

It is anticipated that the opportunity for direct hydrographic measurements (during or following a storm event) will coincide with adverse road conditions. Therefore, the use of SRP helicopters as a primary transportation method to the proposed gage locations during these periods would allow for both non-invasive and more efficient field visits. SRP hydrographic field staff would be able to safely perform multiple site visits in a single day without concern for adverse road conditions and driving time constraints.

SRP will respect local landowners and will be mindful of fence boundaries, private property markers, state property, livestock, and range conditions (e.g. vehicles will not be used on roads when exceptionally muddy).

It is assumed that land access agreements and/or permits will be needed and in place prior to installation of equipment impacted by those agreements. It is not known at this time who will obtain the agreements or who will be the signatory.

H. Equipment Risks and Concerns

The stream flow sites that are to be monitored may be subject to many unknowns such as acts of vandalism, improper location, poor performance, no performance, gun fire, theft, animal interface issues, temperature affects etc.

The installation, hardware, and site infrastructure may vary by site due to unique field conditions, the actual instruments selected, and what early efforts may go into vandalism and theft protection. Beefing up the installation infrastructure at all sites to overcome those concerns would add considerable cost and may not be necessary in all locations. To support the infrastructure needs, SRP has a large in-house Mechanical Construction and Maintenance department comprised of a machine shop and welding shop to meet all the needs of any type of fabrication for this project.

Because of the physical site unknowns, the equipment fielded needs to operate through a flow event or two so that equipment verification and reactionary service procedure and assumptions could be validated. From what will be learned in this early phase or “soak period” in the project, future site specific refinements to the hardware and/or service approach could be made with ease and fiscally prudent purpose.



V. Proposed Surface Water Monitoring Locations

During field investigations on May 14th and 15th, 2013, eight new stream-flow monitoring locations were identified (Table 1).

Preliminary survey data (channel width, length, roughness, slope, etc.) were collected at each of these eight potential gage sites to enable an illustrative estimate of site viability and installation costs. The locations were selected based on their ability to fill a hydrologic data gap regarding how recharge is distributed across the Big Chino Sub-basin. All of the locations are on ephemeral (flow in response to precipitation) channels which present unique challenges with regards to data collection methodology.

Table 1 Potential stream-flow monitoring locations within the Big Chino Sub-basin.

Key Map*	Site Name	Land Owner	Latitude	Longitude
7	Partridge Creek	Chino Valley/Chino Farms	35.133928	-112.715208
7	Big Chino Wash us	City of Prescott	35.123236	-112.738422
4	Walnut Creek us	Charney	34.985089	-112.617676
9	Big Chino Wash ds	Big Chino Land Co., Inc.	34.871199	-112.472061
Alt 6	Pine Creek	US Forest Service	35.013963	-112.773082
2	Walnut Creek	US Forest Service	34.920759	-112.844907
7	Walnut Creek ds	County Right-of-Way/Kieckhefer	34.928545	-112.816077
1	Williamson Valley Wash	??	34.808128	-112.744029

*Key Maps provided as part of the field investigations on May 14th and 15, 2013, are available upon request.

A. Preliminary Site Specifications

Each of the sites targeted for stream-flow monitoring are presented in the following pages.

Partridge Creek



Figure 2 Partridge Creek looking upstream, northeast facing. Photo Credit: SRP, May 2013.

Monitoring approach: Solinst pressure transducers, Solinst barometric transducer, Stealth Camera (with cellular connection if adequate signal), direct measurements during opportune flow events.

Note: Varied topography at this site could result in high levels of uncertainty in the flow equation.

Monitoring priority: To be determined via collaborative discussions between the Big Chino Monitoring Committee and SRP.

Installation timeline: Based on monitoring priority.

Using the Slope-Area Method and preliminary survey data collected in the field, an illustrative detailed estimate of potential flow conditions was calculated for channel stages ranging from 0- 3 feet only using the Manning's equation. This generated a flow curve where a second order polynomial regression was fit to generate a stream flow-rating curve as shown in Figure 3.

The area shown in green highlights the channel stage/flow conditions where a hydrographic direct measurement could safely be conducted by wading methods.

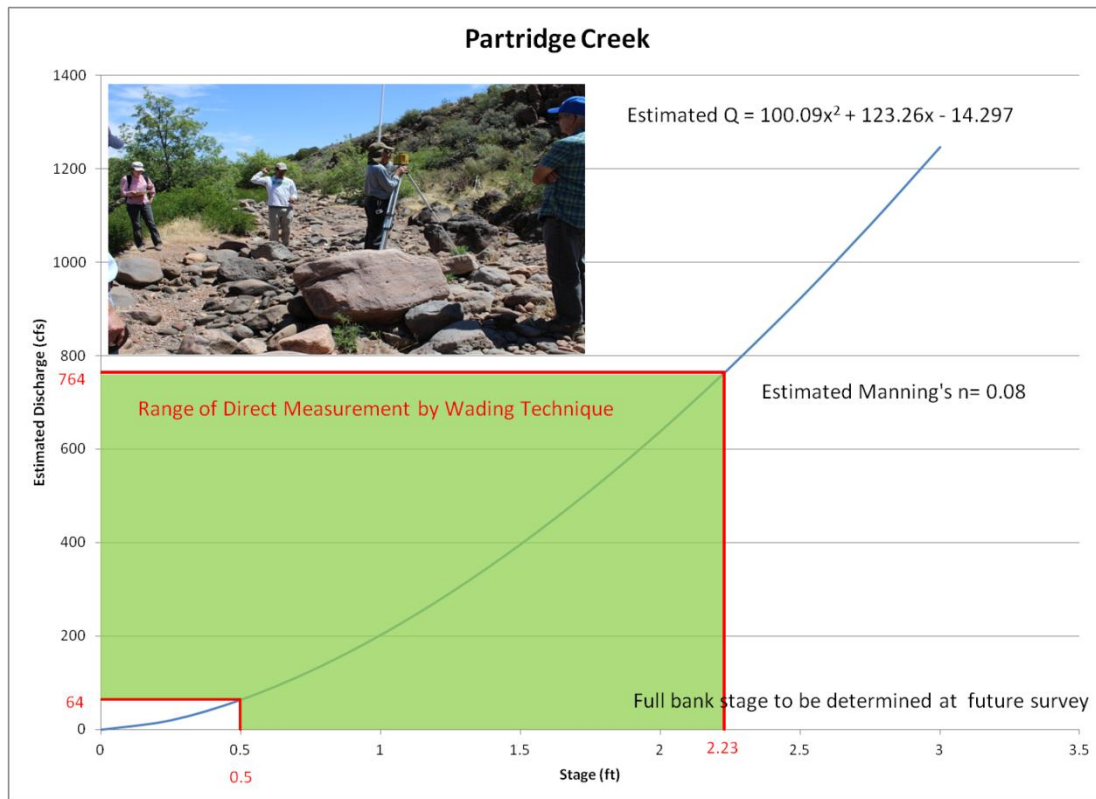


Figure 3 Preliminary flow estimate at Partridge Creek.

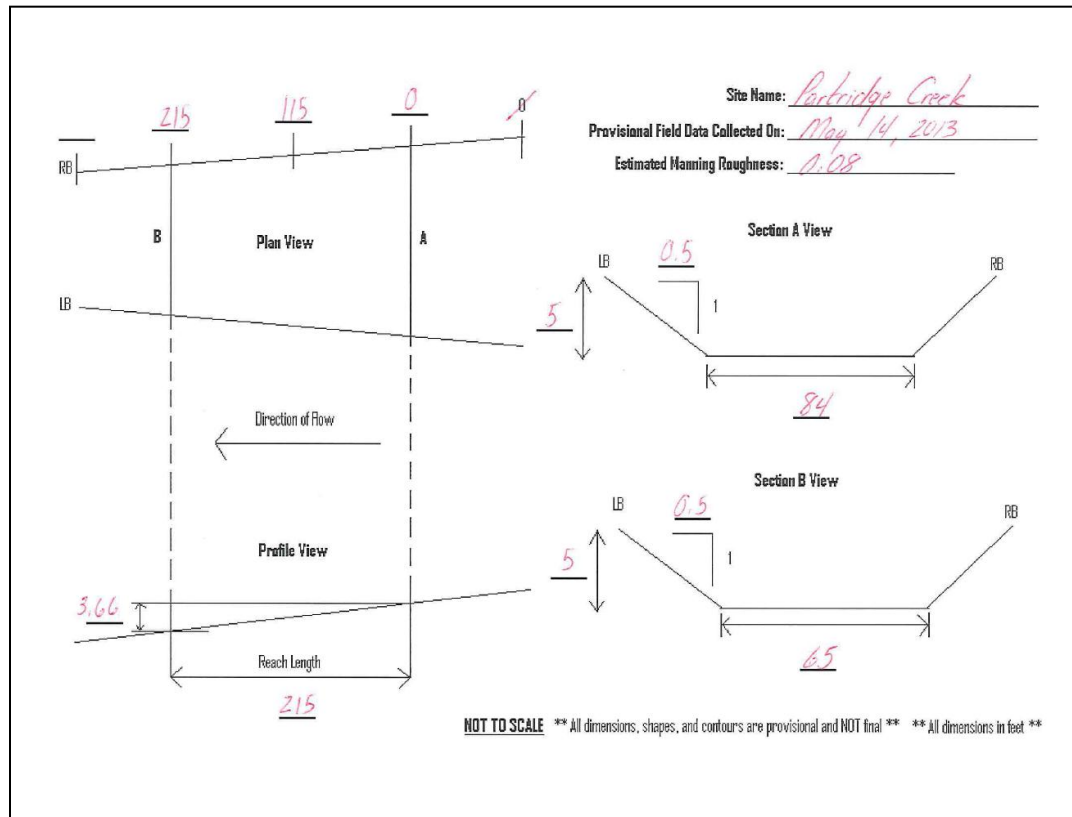


Figure 4 Preliminary channel profile at Partridge Creek.

Big Chino Wash (Upper)



Figure 5 Upper Big Chino Wash looking downstream, east facing. Photo Credit: SRP, May 2013.

Monitoring approach: Solinst pressure transducers, Solinst barometric transducer, Stealth Camera (with cellular connection if adequate signal), direct measurements during opportune flow events.

Monitoring priority: To be determined via collaborative discussions between the Big Chino Monitoring Committee and SRP.

Installation timeline: Based on monitoring priority.

Using the Slope-Area Method and preliminary survey data collected in the field, an illustrative detailed estimate of potential flow conditions was calculated for channel stages ranging from 0- 3 feet only using the Manning's equation. This generated a flow curve where a second order polynomial regression was fit to generate a stream flow-rating curve as shown in Figure 6.

The area shown in green highlights the channel stage/flow conditions where a hydrographic direct measurement could safely be conducted by wading methods.

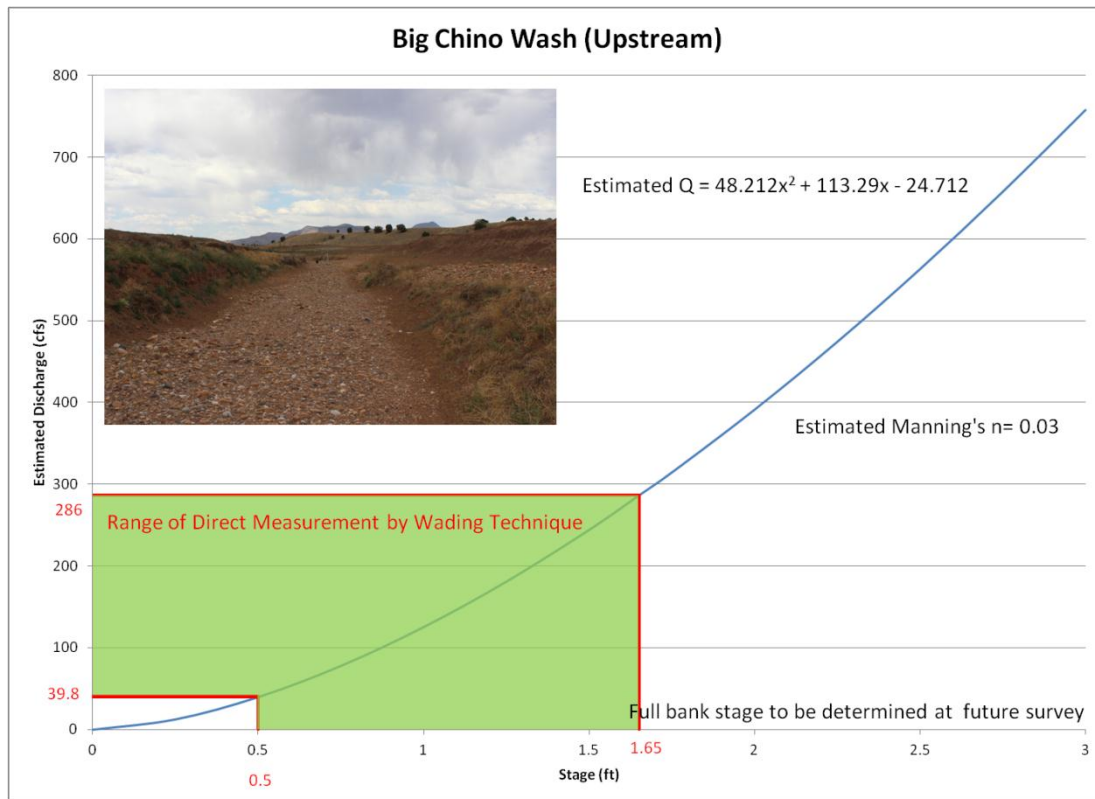


Figure 6 Preliminary flow estimate at (upper) Big Chino Wash.

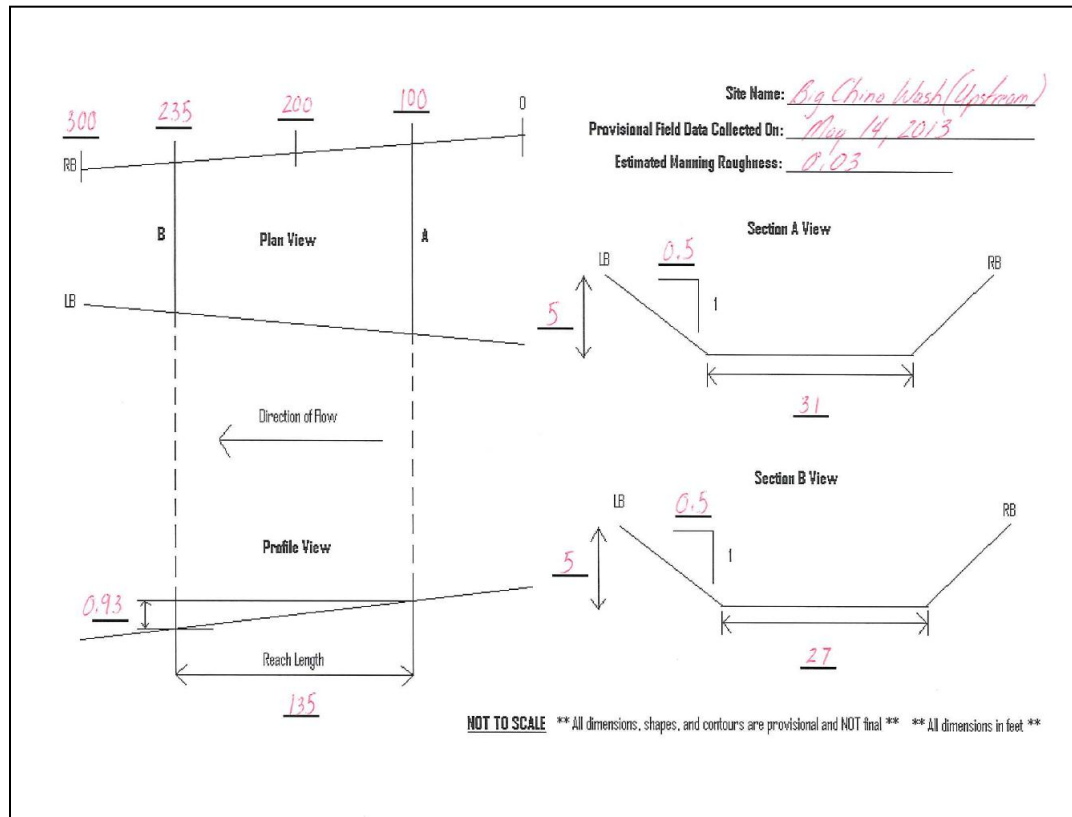


Figure 7 Preliminary channel profile at (upper) Big Chino Wash.

Walnut Creek (Upper)



Figure 8 Walnut Creek looking downstream, east facing. Photo Credit: SRP, May 2013.

Monitoring approach: Solinst pressure transducers, Solinst barometric transducer, Stealth Camera (with cellular connection if adequate signal), direct measurements during opportune flow events.

Monitoring priority: To be determined via collaborative discussions between the Big Chino Monitoring Committee and SRP.

Installation timeline: Based on monitoring priority.

Using the Slope-Area Method and preliminary survey data collected in the field, an illustrative detailed estimate of potential flow conditions was calculated for channel stages ranging from 0- 3 feet only using the Manning's equation. This generated a flow curve where a second order polynomial regression was fit to generate a stream flow-rating curve as shown in Figure 9.

The area shown in green highlights the channel stage/flow conditions where a hydrographic direct measurement could safely be conducted by wading methods.

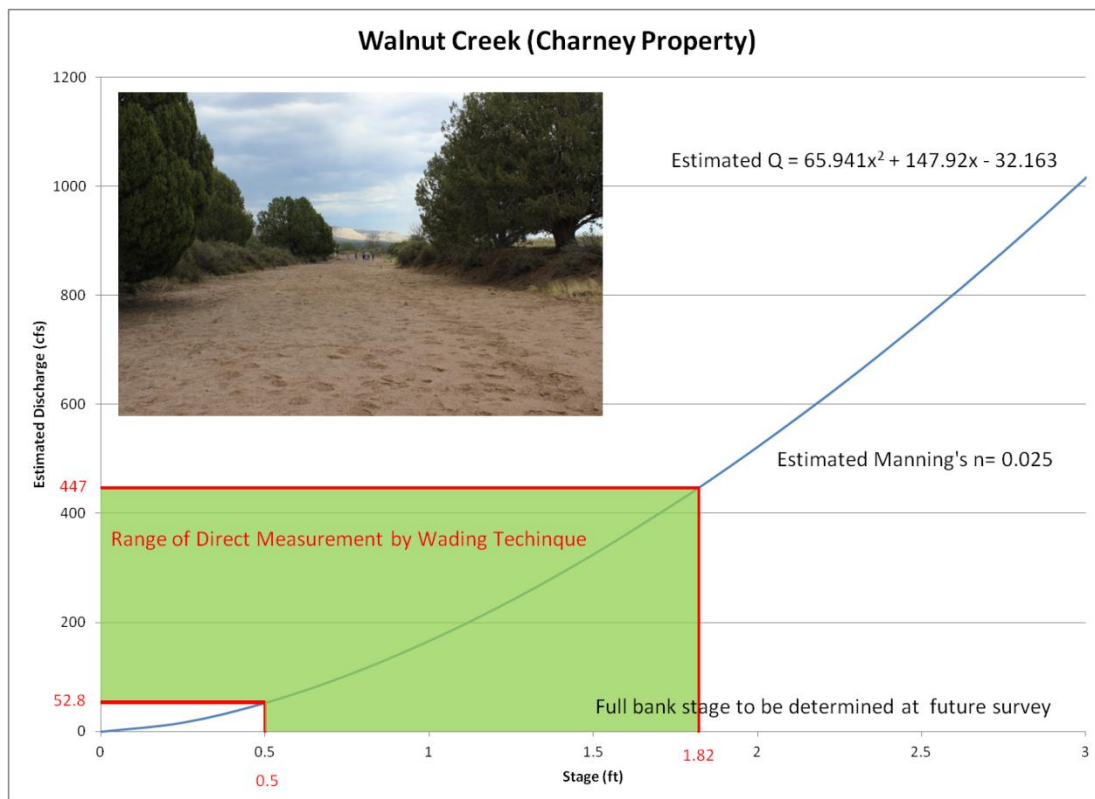


Figure 9 Preliminary flow estimate at Walnut Creek.

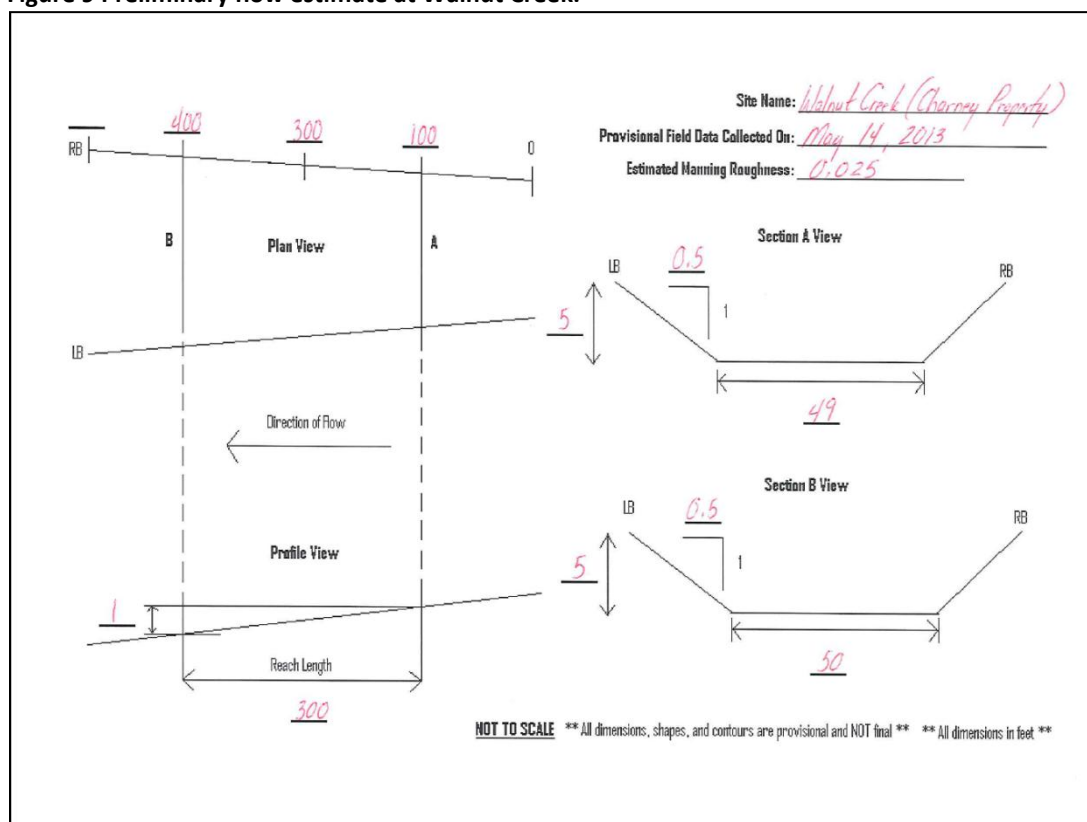


Figure 10 Preliminary channel profile at Walnut Creek.

Big Chino Wash (Downstream)



Figure 11 Big Chino Wash looking downstream, southeast facing. Photo Credit: SRP, May 2013.

Monitoring approach: Solinst pressure transducers, Solinst barometric transducer, Stealth Camera (with cellular connection if adequate signal), direct measurements during opportune flow events.

Monitoring priority: To be determined via collaborative discussions between the Big Chino Monitoring Committee and SRP.

Installation timeline: Based on monitoring priority.

Using the Slope-Area Method and preliminary survey data collected in the field, an illustrative detailed estimate of potential flow conditions was calculated for channel stages ranging from 0- 3 feet only using the Manning's equation. This generated a flow curve where a second order polynomial regression was fit to generate a stream flow-rating curve as shown in Figure 12.

The area shown in green highlights the channel stage/flow conditions where a hydrographic direct measurement could safely be conducted by wading methods.

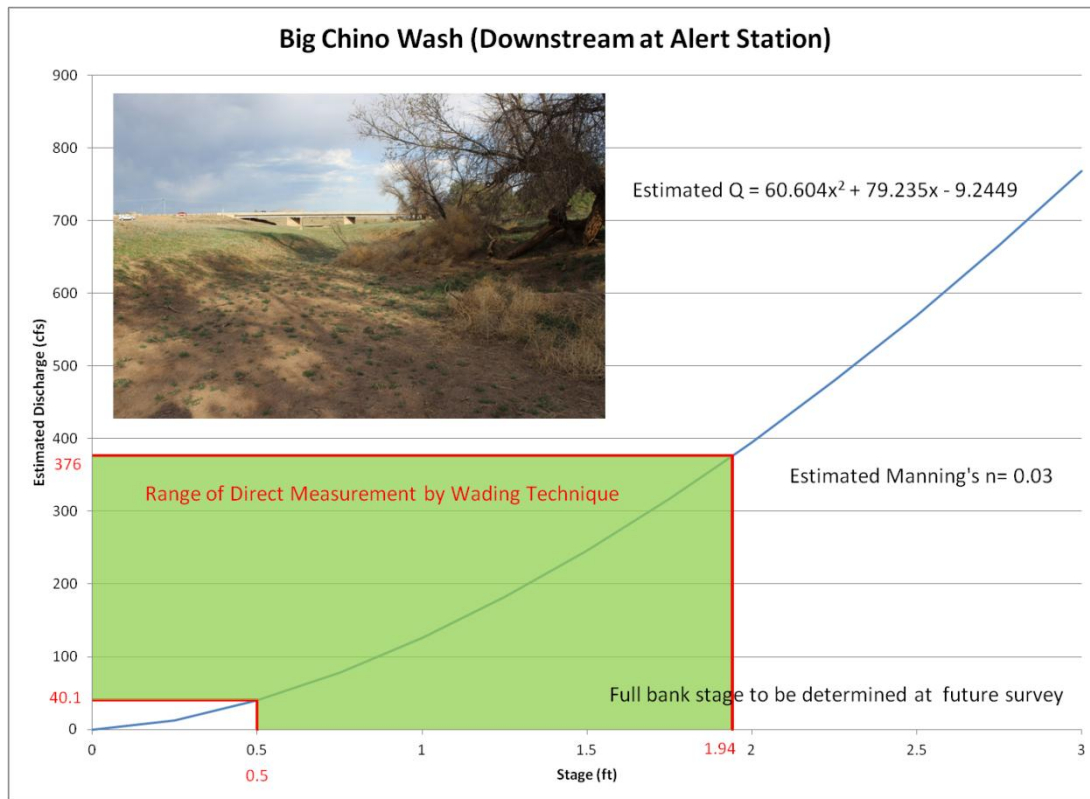


Figure 12 Preliminary flow estimate at Big Chino Wash.

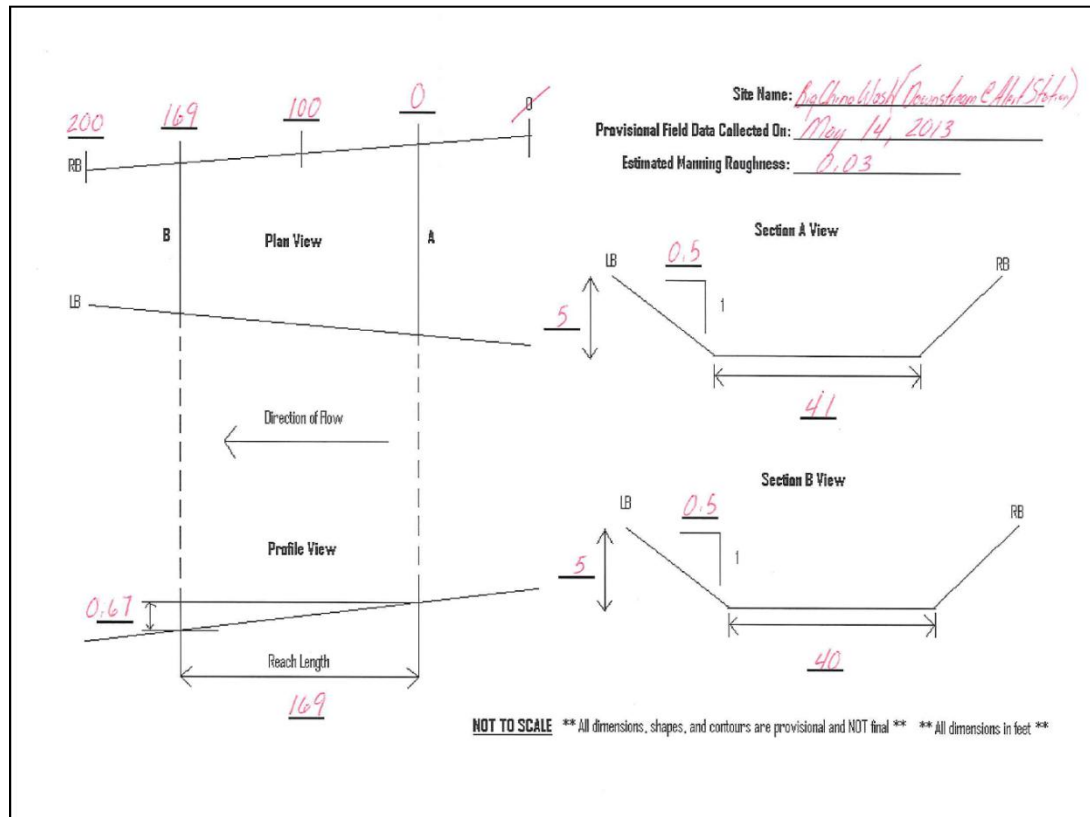


Figure 13 Preliminary channel profile at Big Chino Wash.

Pine Creek



Figure 14 Pine Creek looking upstream, southwest facing. Photo Credit: SRP, May 2013.

Monitoring approach: Solinst pressure transducers, Solinst barometric transducer, Stealth Camera (with cellular connection if adequate signal), direct measurements during opportune flow events.

Monitoring priority: To be determined via collaborative discussions between the Big Chino Monitoring Committee and SRP.

Installation timeline: Based on monitoring priority.

Using the Slope-Area Method and preliminary survey data collected in the field, an illustrative detailed estimate of potential flow conditions was calculated for channel stages ranging from 0- 3 feet only using the Manning's equation. This generated a flow curve where a second order polynomial regression was fit to generate a stream flow-rating curve as shown in Figure 15.

The area shown in green highlights the channel stage/flow conditions where a hydrographic direct measurement could safely be conducted by wading methods.

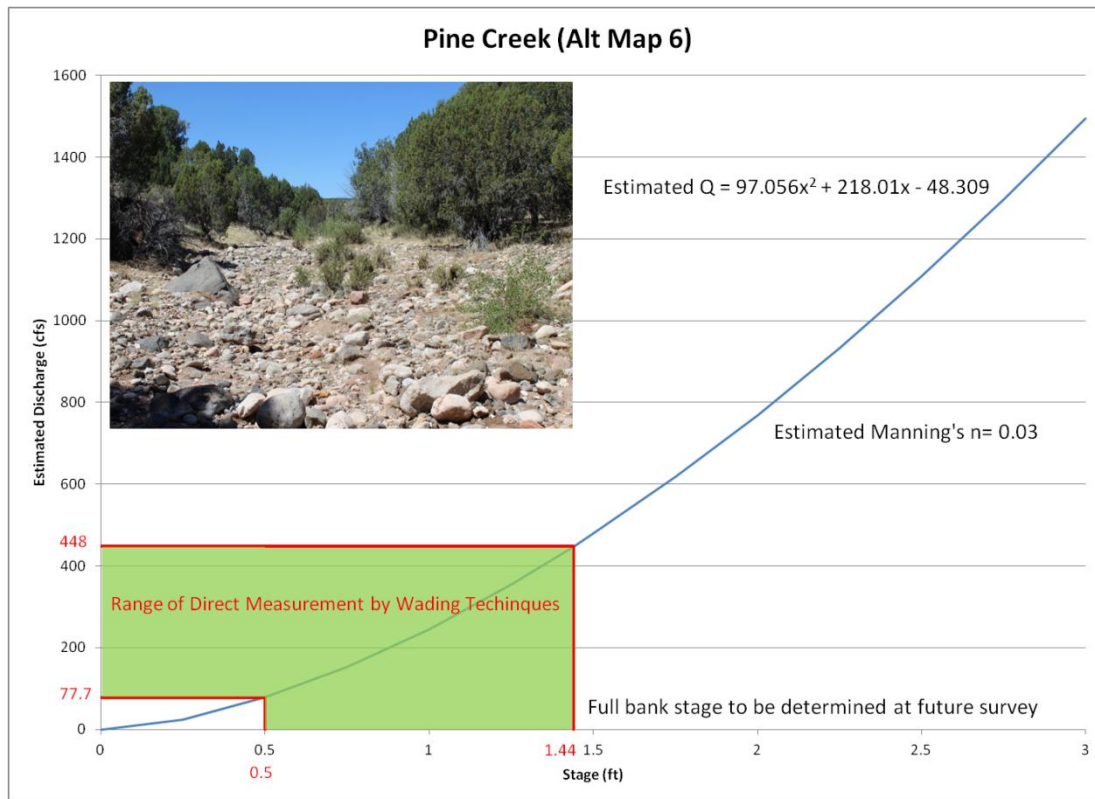


Figure 15 Preliminary flow estimate at Pine Creek.

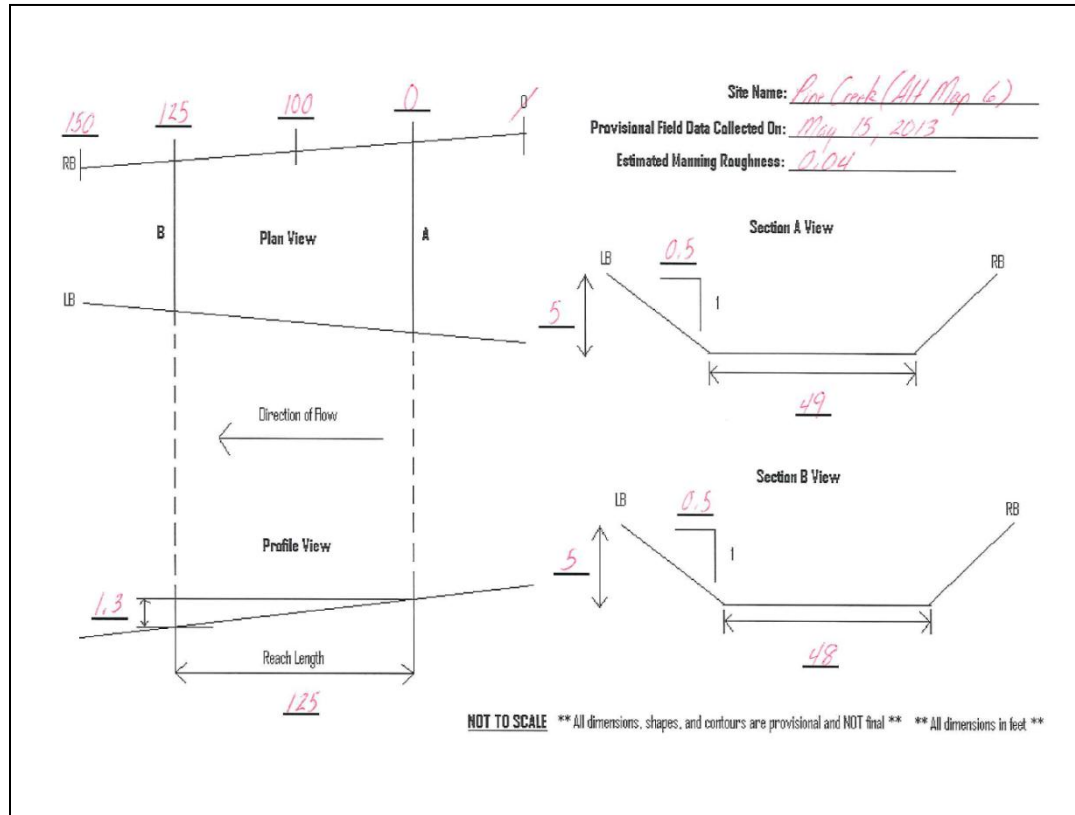


Figure 16 Preliminary channel profile at Pine Creek.

Walnut Creek (below confluence of Apache and Walnut creeks)



Figure 17 Walnut Creek looking upstream, southwest facing. Photo Credit: SRP, May 2013.

Monitoring approach: Removable flume, Solinst pressure transducer, Solinst barometric transducer, and Stealth camera.

Due to the perennial low-flow characteristics at this site, a removable flume will be used to measure stream flow. Figures 18 and 19 are representative of the low-flow monitoring concept that will be used along this reach of Walnut Creek (just below the confluence of Walnut and Apache creeks). Flow data is recorded in a stilling well that is integral to the flume and collected monthly during routine field visits.

Monitoring priority: To be determined via collaborative discussions between the Big Chino Monitoring Committee and SRP.

Installation timeline: Based on monitoring priority.



Figure 18 Example of a small flume used to monitor low flows at a site. Photo taken shortly after installation. Photo Credit: SRP, June 2011.



Figure 19 Another view of the flume used to monitor low flows at a site. Photo taken ~1.5 years after installation. Photo Credit: SRP, November 2012.

Walnut Creek Downstream (ALERT station at bridge)



Figure 20 Walnut Creek looking upstream, southwest facing. Photo Credit: SRP, May 2013.

Monitoring approach: Stealth Camera (with cellular connection if adequate signal). Further discussion with stakeholders needed since this site is an active ALERT station.

Monitoring priority: To be determined via collaborative discussions between the Big Chino Monitoring Committee, SRP, and other stakeholders.

Installation timeline: Based on monitoring priority.

Williamson Valley Wash



Figure 21 Williamson Valley Wash looking downstream, southeast facing. Photo Credit: SRP, May 2013.

Monitoring approach: Solinst pressure transducers, Solinst barometric transducer, Stealth Camera (with cellular connection if adequate signal), direct measurements during opportune flow events.

Monitoring priority: To be determined via collaborative discussions between the Big Chino Monitoring Committee and SRP.

Installation timeline: Based on monitoring priority.

Using the Slope-Area Method and preliminary survey data collected in the field, an illustrative detailed estimate of potential flow conditions was calculated for channel stages ranging from 0- 3 feet only using the Manning's equation. This generated a flow curve where a second order polynomial regression was fit to generate a stream flow-rating curve as shown in Figure 22.

The area shown in green highlights the channel stage/flow conditions where a hydrographic direct measurement could safely be conducted by wading methods.

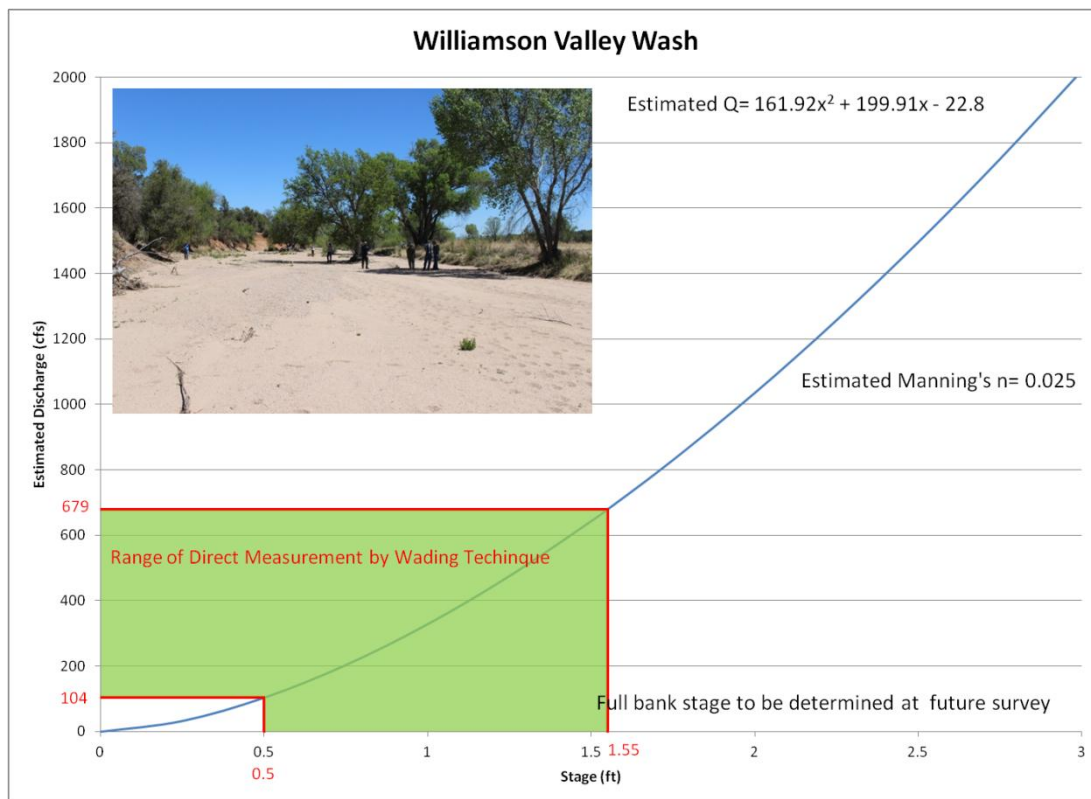


Figure 22 Preliminary flow estimate at Williamson Valley Wash.

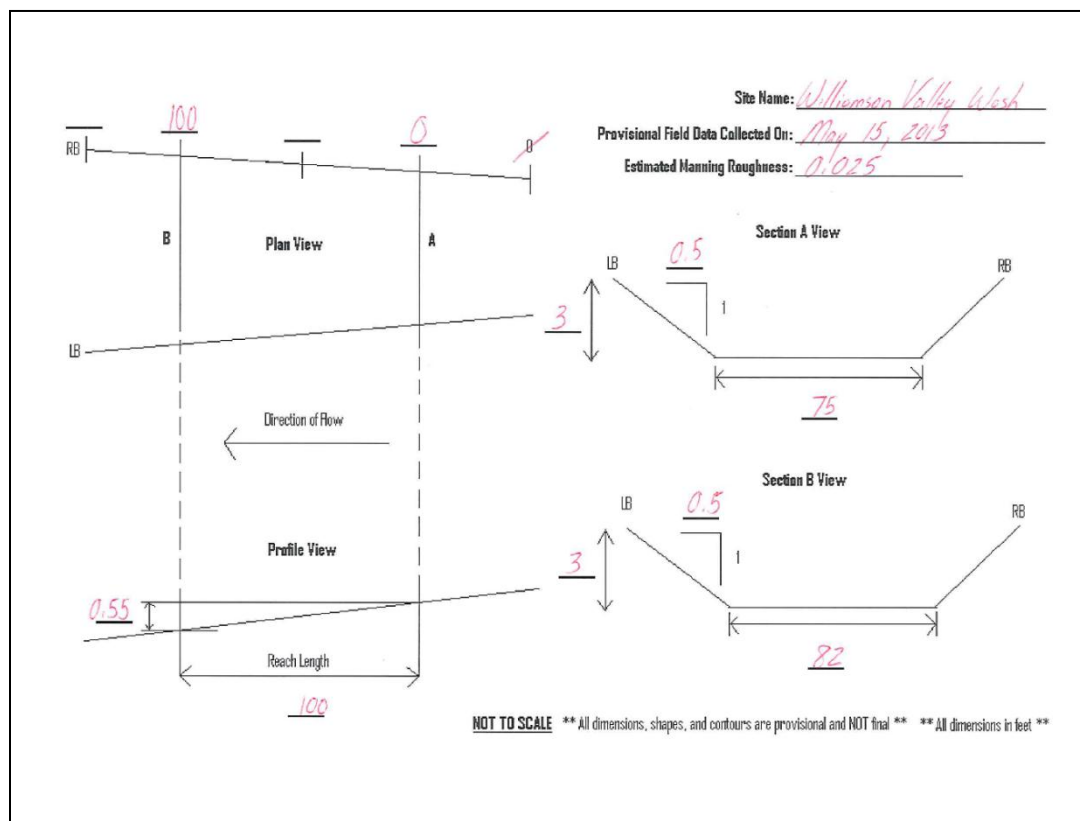


Figure 23 Preliminary channel profile at Williamson Valley Wash.

VI. Project Timeline

The project outline highlights the staging concept to install eight sites to operational readiness by end of March 2014. Early in the project installation delays are possible due to landowner access issues, State Land Access Permits and/or Forest Service Permits that must be obtained. The schedule is also vulnerable to poor weather conditions, such as summer monsoon storms or other unforeseen natural weather occurrences throughout the project schedule.

The Monitoring Committee and SRP will work together to prioritize the sites for capital implementation. Site priorities could be determined by ease of equipment installation, monitoring importance, ease of property access, or a combination of all factors (Table 2 suggests method to tabulate the evaluations).

Table 2 Example stream-flow monitoring installation prioritization metrics.

Key Map*	Site Name	Monitoring Importance	Ease of Installation	Property Access	Installation Sequence
7	Partridge Creek				
7	Big Chino Wash us				
4	Walnut Creek us				
9	Big Chino Wash ds				
Alt 6	Pine Creek				
2	Walnut Creek				
7	Walnut Creek ds				
1	Williamson Valley Wash				

*Key Maps provided as part of the field investigations on May 14th and 15, 2013, are available upon request.

A. SRP Installation Timeline

Task	Summer Monsoon Season					Winter Snow Season					
	May 2013	June 2013	July 2013	Aug 2013	Sept 2013	Oct 2013	Nov 2013	Dec 2013	Jan 2014	Feb 2014	Mar 2014
Complete preliminary field survey											
Receive Notice to Proceed											
Purchase materials											
Obtain permission to access/install											
Conduct detailed site surveys											
Stream gage installation											
Low-flow flume installation											
Database setup											
Web portal setup											

VII. Project Cost Estimates – By Site

A. Capital Costs*

Site Name	Solinst Pressure Transducer	Solinst Barometric Logger	Stealth Camera (Cellular)	Cellular Svc Fees	Site Survey	Installation & Calibration	Total
Partridge Creek	Yes, 2ea	Yes, 1ea	Yes, 1ea (no cellular)	No	Yes	Yes	\$11,500
Big Chino Wash U/S	Yes, 2ea	Yes, 1ea	Yes, 1ea	Yes, 1 yr	Yes	Yes	\$12,026
Walnut Creek (Charney Property)	Yes, 2ea	Yes, 1ea	Yes, 1ea	Yes, 1 yr	Yes	Yes	\$12,026
Big Chino Wash U/S (@ ALERT Site)	Yes, 2ea	Yes, 1ea	Yes, 1ea	Yes, 1 yr	Yes	Yes	\$12,026
Pine Creek (Alternate Map 6)	Yes, 2ea	Yes, 1ea	Yes, 1ea	Yes, 1 yr	Yes	Yes	\$12,026
Walnut Creek (blw cnflc w/ Apache Cr)	Yes, 1ea	Yes, 1ea	No	No	No	Yes	\$10,882
Walnut Creek (@ ALERT Site)	No	No	Yes, 1ea	Yes, 1 yr	No	Yes	\$4,435
Williamson Valley Wash	Yes, 2ea	Yes, 1ea	Yes, 1ea	Yes, 1 yr	Yes	Yes	\$12,026
Grand Total	13 units	7 units	7 units	6 sites	6 sites	8 sites	\$86,947

* Allow 6 to 8 weeks to purchase and receive materials once notice to proceed with stream-flow monitoring is obtained.



B. Operation and Maintenance (O&M) – Recurring Cost Estimates

The SRP O&M budget will be used to travel, operate and maintain the sites; gather direct stream flow measurements and data from the in-stream devices; manage the data analysis and processing; and host the data website.

To meet the above deliverables, SRP estimates a minimum of **\$78,288 is needed annually (or \$9,786 per site)**. *This price does not include taxes if applicable.* The actual services provided could vary due to weather, travel methods, site complexity, and site access issues. Therefore, the proposed budget would provide for a range of 4 to 6 data collection events, 8 to 24 individual direct measurements, and 6 to 12 overnight staff expenses.

SRP proposes to meet with the Monitoring Committee to refine the 1st year's O&M pro-forma budget and site operation schedule to ensure that the project goals and budget are understood by each.

The Big Chino Sub-Basin Water Monitoring Program has allocated \$12,000 of O&M annually per stream gage site. In addition, the Verde Headwaters stream gage at Campbell Ranch has been allocated an annual O&M budget of \$9,875, and the Gipe Well has been allocated an annual O&M budget of \$6,575.

The sum of the project's annual maintenance budget is:

<i>Maintenance Budget</i>	
8 sites @ \$12,000ea	\$ 96,000
Verde Headwaters	\$ 9,875
Gipe Well	\$ 6, 575
Total Budget	\$ 112,450
<i>Expenses</i>	
SRP Service Estimate	\$ 78,288
Cellular Fees	\$ 4,260 (recurring annual cost – 7 sites)
Remaining Budget	\$ 29,902*

**In the event of any unforeseen circumstances or equipment needs, the following breakdown of SRP costs could apply:*

<i>Transportation – Helicopter</i>	<i>\$ 500 per rotor hour</i>
<i>Transportation – Vehicle - ground</i>	<i>\$ 5 per SRP labor hour</i>
<i>Additional Materials</i>	<i>Actual cost plus 15%</i>
<i>Cellular Network Fees</i>	<i>\$ 45 per site per month</i>
<i>Labor (Professional Services)</i>	<i>\$ 85 per hour</i>
<i>Labor (non-technical if appropriate)</i>	<i>\$ 20 per hour</i>
<i>Data Processing (Professional & Analytical Services)</i>	<i>\$ 85 per hour</i>
<i>Direct Hydrographic Measurement (exclusive of travel costs)</i>	<i>\$ 510 per site</i>
<i>Overnight stay and meal expenses (when required)</i>	<i>~ \$ 166 per day/person</i>



VIII. Invoicing

All invoices will be accompanied by a detailed description of equipment and/or services provided by site, date, and purpose as follows.

A. Capital - Initialing Sites

During the capital equipment implementation of the project, SRP will invoice in advance for 50% of the total hardware estimate. The funds will be used directly towards the purchase of equipment and preparing site infrastructure. The balance of the capital costs will be invoiced per site as each site is completed.

B. Operation and Maintenance (O&M) - Recurring Charges

At such time that the initial installations are complete and each of the sites and accepted by the Monitoring Committee, each site will enter into the operational and maintenance phase of the project. Invoicing for routine services will occur at regular intervals and will be submitted subsequent to service events.

C. Break-Fix Event (Exception to Planned Schedule)

In the event any special services or equipment requirements are needed, these actions will be invoiced as they occur. A process for seeking Monitoring Committee approval for exceptions to equipment or service events will need to be defined.

D. Special Call Out and Change Orders

Special call-out for pre/post-storm or other servicing (such as collecting direct hydrographic measurements or collect data and photographs) will be charged as a Break-Fix event.

All invoices will be accompanied by a detailed description of equipment or services provided by site, date, and purpose.



IX. Notice to Proceed

This proposal outlined SRP's proposed methods that would be used to monitor surface-water flows within eight ephemeral channel reaches within the Big Chino Sub-basin of the Verde River Groundwater Basin. SRP will install, operate and maintain these eight stream flow monitoring sites in support of the Big Chino Sub-basin Data Collection and Monitoring Plan.

SRP welcomes a collaborative approach to meeting the needs of the Big Chino Sub-Basin Water Monitoring Program. Through open communication and participation, the Monitoring Committee (and other decision makers) is welcomed to join in the selection of stream-flow monitoring sites, configuration of equipment at each site, field installation efforts, and accompany on future service and monitoring trips to the each of the site locations.

Upon receipt of a notification to proceed with the stream-flow monitoring proposal, Salt River Project will provide an Independent Contractor Agreement to the Monitoring Committee for review and signature.

If the Monitoring Committee should have any questions or would like to discuss this project proposal in further detail, please contact:

Lee W. Ester, Manager
Water Measurement
Salt River Project
(602) 236-5592
Lee.Ester@srpnet.com

Sharon S. Morris, Sr. Analyst
Water Rights & Contracts
Salt River Project
(602) 236-3274
Sharon.Morris@srpnet.com



X. References

- Bruckner, M. (2013). Stream Gaging Using the Velocity-Area Method. Retrieved from http://serc.carleton.edu/microbelife/research_methods/environ_sampling/stream_gage.html
- Mays, L. (2010). *Water Resource Engineering* (2nd ed.). New York, NY: John Wiley & Sons
- University of Washington, School of Environmental and Forest Sciences. *Stream Assessment and Discharge and Channel Measurements* (Microsoft Word document). Retrieved from online lab notes:
<http://www.cfr.washington.edu/classes/esrm.304/spring/streamlab/procedures>

COUNCIL AGENDA MEMO – September 19, 2012
1:30 PM Special Meeting

DEPARTMENT: City Manager

AGENDA ITEM: Adoption of Resolution No. 4146-1306 authorizing the City of Prescott to enter into Comprehensive Agreement No. 1 with the Town of Prescott Valley, Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District, for monitoring and modeling of surface and ground waters in the Big Chino Sub-basin and Upper Verde River

Approved By:

Date:

Finance Director: Mark Woodfill

City Manager: Craig McConnell

Item Summary

On February 11, 2010, the City of Prescott, Town of Prescott Valley, Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District ("the parties") entered into "An Agreement in Principle" ("AIP") pertaining to withdrawal and use of water from the Big Chino Sub-basin and the protection of stream flow in the Upper Verde River. The AIP is a conceptual framework which set forth principles guiding the parties and forming the basis for more detailed future agreements addressing the specific items enumerated therein, including the "3Ms"--groundwater modeling, groundwater and surface water monitoring, and mitigation (if necessary), associated with future pumping from the City's Big Chino Water Ranch (BCWR) and importation of water into the Prescott Active Management Area.

Since approval of the AIP, through extensive dialogue the parties have crafted Comprehensive Agreement No. 1 (attached), addressing the first two of the aforementioned "3Ms", modeling and monitoring, with the addition of mutual recognition of certain water rights arising from the Prescott Active Management Area. In summary, the progression of agreements pertaining to the Big Chino Sub-basin is presently contemplated to consist of the following:

Agreement in Principle
(Approved 2/11/10)

Established framework for additional, more detailed future agreements

Comprehensive Agreement No. 1
(This item)

- Implementation of an enhanced groundwater and surface water monitoring system generating data for a more refined ("nested") groundwater model to be developed
- Development and maintenance of the nested groundwater model
- Mutual recognition of certain water rights of the parties

Agenda Item: Adoption of Resolution No. 4146-1306 authorizing the City of Prescott to enter into Comprehensive Agreement No. 1 with the Town of Prescott Valley, Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District, for monitoring and modeling of surface and ground waters in the Big Chino Sub-basin and Upper Verde River

Future Agreement

Mitigation plan for preserving flow within the Upper Verde River (if necessary following development of the nested groundwater model)

Future Agreement

Water management within the Big Chino Sub-basin (if feasible)

The Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District, approved Comprehensive Agreement No. 1 at their meetings of September 10, 2012.

Key Provisions of Comprehensive Agreement No. 1

- This Agreement is among Prescott, Prescott Valley, and Salt River Project (SRP).
- The Agreement will continue in force unless terminated as provided in Paragraph 3. If the Agreement is terminated upon a determination not to construct the Big Chino Water Ranch Project, in the event that construction is subsequently reactivated the objectives and understandings, including monitoring, set forth in the AIP shall be readdressed.
- The total capital cost forward of the enhanced monitoring system and modeling is estimated at \$4.96 million. Credits will be recognized for certain costs already expended by the parties: \$270,500 to Prescott and \$229,500 to Prescott Valley for prior construction of four (4) BCWR monitoring wells; and \$148,450 to SRP for automating their Gipe well and constructing a surface gage at Campbell Ranch. After application of the total of these credits (\$648,450), the net estimated capital cost forward for Prescott is \$1,663,681.
- The estimated total operation and maintenance cost of the enhanced monitoring system, when it is up and running, is estimated at \$317,880 per year, with Prescott's share of this amount \$114,706 per year.
- Capital and operating costs will be shared on the basis of 2/3 Prescott and Prescott Valley, and 1/3 SRP. Prescott and Prescott Valley will further divide their two-thirds portion 54.1% / 45.9% respectively as provided in their 2004 intergovernmental agreement ("IGA").
- Within 180 days of the effective date of the Agreement, a Monitoring Committee consisting of representatives of the parties will develop detailed guidelines for implementation of the Monitoring Plan (Exhibit 4 to the Agreement).
- An annual written report of monitoring data collected, and analysis of it, will be prepared. The data will be used to update the nested groundwater model to be developed subsequently.

Agenda Item: Adoption of Resolution No. 4146-1306 authorizing the City of Prescott to enter into Comprehensive Agreement No. 1 with the Town of Prescott Valley, Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District, for monitoring and modeling of surface and ground waters in the Big Chino Sub-basin and Upper Verde River

Relationship to the U.S. Geological Survey (USGS) Framework Model

As summarized above, Comprehensive Agreement No. 1 encompasses creation of a "nested" groundwater model, much more refined than, and to be incorporated within, the framework model released by the USGS which is the present subject of technical review and evaluation by the Yavapai County Water Advisory Committee. Exhibit 3 to the Agreement, "Proposal to Test Conceptual Models using Numerical Models and to Develop an Improved Hydrogeologic Framework and Numerical Model of the Big Chino Sub-basin, Central Arizona, July 7, 2010," is a scoping document formulated several years ago contemplating the modeling work now incorporated within Comprehensive Agreement No. 1. Exhibit 3 is presented to both underscore the scientific and practical interests in better understanding the relationship between the Big Chino Sub-basin and Upper Verde River, and demonstrate that the longstanding approach for achieving that knowledge, including predicting ground and surface water levels under various population growth scenarios, is through not one but both levels of modeling, framework and nested. The USGS Proposal of Exhibit 3, by its very existence, makes and reinforces this distinction as follows:

A variety of hydrogeologic assessments have been conducted and published for the area; much of that work has been synthesized in the Northern Arizona Regional Groundwater-Flow Model (NARGM; Pool, in review). This model, although regional in scope is a useful starting point to develop more detailed tools to address concerns about the effect of groundwater withdrawals in the Big Chino sub-basin on base flow in the Verde River (underline added for emphasis).

Proposition 401

The Taxpayer Protection Initiative, Proposition 401, was passed by Prescott voters in November 2009, and thereafter incorporated in Article VI, Section 16, of the City Charter. Subsequently, on May 3, 2011, a Council workshop presentation consisting of an external, independent review of this initiative and associated issues was made in public session by an attorney associated with the Gust-Rosenfeld law firm.

Proposition 401 includes the following provision:

Approval by the voters shall not be required for initial funding of feasibility studies or conceptual designs, or other expenses in aggregate less than Five Million Dollars (\$5 million). Design plans and specifications or construction of any kind shall not be included in this exception. This amount shall be adjusted annually by the same percentage rate as the threshold is adjusted in Section B.1.

Notwithstanding the fact that at present the legal questions raised in the May 3, 2011, workshop, which are numerous and significant, have not be definitively answered, even if Proposition 401 did apply to the Project, and in this case more specifically

Agenda Item: Adoption of Resolution No. 4146-1306 authorizing the City of Prescott to enter into Comprehensive Agreement No. 1 with the Town of Prescott Valley, Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District, for monitoring and modeling of surface and ground waters in the Big Chino Sub-basin and Upper Verde River

Comprehensive Agreement No. 1, there are strong arguments supporting a conclusion that at this juncture they are moot because:

- The monitoring and modeling to be accomplished via this agreement are explicitly related to demonstration of *feasibility*, well within the exception recited above. The *feasibility* to be investigated is whether pumping from the Project will cause adverse groundwater and surface water conditions in the Big Chino Sub-basin and Upper Verde River which would require extensive, costly mitigation to the extent of rendering the project *unfeasible*.
- Proposition 401 only addresses expenses of Prescott. The City's total estimated capital cost forward associated with Comprehensive Agreement No. 1 is \$1.66 million, well under the \$5 million exception cap for feasibility studies.

A fundamental question further exists as to whether the monitoring and modeling fall within the Proposition 401 definition of "Project". Since the monitoring and modeling will involve jointly owned wells, instrumentation, and equipment, and other (modeling) work to produce scientific data of benefit extending beyond the Big Chino Water Ranch Project to the general public of the region and state, the answer is not clear.

Budget

Project expenditures to date total approximately \$36 million, apportioned between Prescott and Prescott Valley in the respective shares of 54.1% and 45.9%.

The current estimate (2009) of costs forward for implementation of the Project, primarily construction, not including the monitoring and modeling included in Comprehensive Agreement No. 1, totals \$132.6 million. As previously mentioned, Prescott's shares (54.1% x 2/3) for monitoring and modeling are estimated at \$1.66 million total spread over six years for capital, and \$114,700 annually for operation and maintenance.

The sum of \$1,356,420 is included in the current (Fiscal Year 2013) budget for the Project (see attached FY 2013 Capital Improvements Budget/FY13-18 Project Detail sheet). Of this amount, \$641,530 is the sole responsibility of Prescott for debt service associated with financing of the Big Chino Water Ranch property purchase. The balance is for various project expenditures including professional services and property management, reimbursable by the Town at 45.9%.

Attachments

- Resolution No. 4146-1306
- Comprehensive Agreement No. 1 (this is Exhibit "A" to the above resolution)
- FY 2013 Capital Improvements Budget/FY 13-18 Project Detail sheet

Recommended Action: **MOVE** to adopt Resolution No. 4146-1306.

Exhibit 5

Previous Monitoring Costs through 2010 and Estimated Future Monitoring Costs (Eight Year Period)

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Total
Name	Previous Monitoring Costs Through 2010 ⁽¹⁾	5 Stream Gages	5 Shallow Wells	4 Stream Gages, 4 Shallow Wells	2 Deep Wells	O&M	O&M	O&M	O&M	
Prescott ⁽²⁾	\$270,500	\$4,296	\$239,097	\$256,359	\$483,913	\$114,649	\$114,649	\$114,706	\$114,706	\$1,442,374
Prescott Valley ⁽³⁾	\$229,500	\$3,644	\$202,857	\$217,502	\$410,566	\$97,271	\$97,271	\$97,320	\$97,320	\$1,223,752
Salt River Project ⁽⁴⁾	\$148,450	\$351,550	\$220,646	\$236,931	\$447,240	\$105,960	\$105,960	\$105,854	\$105,854	\$1,679,994
Total	\$648,450	\$359,490	\$662,600	\$710,793	\$1,341,720	\$317,880	\$317,880	\$317,880	\$317,880	\$4,346,123

Estimated Modeling Costs beginning in Year 3 following Agreement Execution

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Name				Conceptual planning, data needs identification, aquifer storage and geophysics work	Water Level data, aquifer storage, geophysics, interim report	Water Level data, aquifer storage, model development and analysis	Water Level data, aquifer storage, implications analysis, final report	
Prescott ⁽²⁾				\$156,380	\$99,578	\$85,751	\$108,298	\$450,007
Prescott Valley ⁽³⁾				\$132,677	\$84,485	\$72,754	\$91,883	\$381,799
Salt River Project ⁽⁴⁾				\$144,529	\$92,031	\$79,253	\$100,091	\$415,903
Total				\$433,587	\$276,094	\$237,758	\$300,272	\$1,247,711

(1) Incorporates a catch-up provision to share previous monitoring costs incurred by the parties

(2) Cost Share Calculated as 54.1% of 2/3 of total costs

(3) Cost Share Calculated as 45.9% of 2/3 of total costs

(4) Cost Share Calculated as 1/3 of total costs

