



AGENDA

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
Tuesday, August 12, 2014
3:00 PM**

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

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

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION** Reverend Darrin Merlino
 Sacred Heart Catholic Church
- ◆ **PLEDGE OF ALLEGIANCE** Mayor Kuykendall
- ◆ **ROLL CALL**

MAYOR AND CITY COUNCIL

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

◆ **ANNOUNCEMENTS**

I. CONSENT AGENDA

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

- A. Approval of minutes for the City Council meetings held on July 22, 2014
- B. Approval of a one-year professional service agreement with Michael F.

Fusco for safety consultant services in an amount not to exceed \$27,000.00 (City Contract No. 2014-014; General Fund)

- C. Adoption of Ordinance No. 4891-1429 authorizing acceptance of an easement dedication from “The Prescott Lowe’s HIW” for City utilities

ORDINANCE NO. 4891-1429 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF AN EASEMENT DEDICATION FROM THE PRESCOTT LOWE’S HIW FOR WATER AND SEWER MAINS ALONG WITH THE STORM DRAIN SYSTEM AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT DEDICATION.

- D. Approval to purchase a Xerox 7855 color copier in the amount of \$11,344.25, and five-year service contract, from Arizona Office Technologies (City Contract No. 2015-023)
- E. Request for approval to submit grant application for the Western Wildland Urban Interface State Fire Assistance (SFA) Grant Program 2015 (Grants and General Fund)
- F. Adoption of Resolution No. 4241-1450 approving renewal of an annual Intergovernmental Agreement with Yavapai County Emergency Services for unified emergency management (City Contract No. 2011-464-A3; General Fund)

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

II. REGULAR AGENDA

- A. Adoption of Resolution No. 4239-1448 authorizing the City Clerk to enter into an Intergovernmental Agreement (IGA) with the Yavapai County Board of Supervisors and the Yavapai County Recorder for the 2015 Primary, General, and Special Elections (City Contract No. 2015-015)

RECOMMENDED ACTION: (separate motions): (1) MOVE to receive the County's discounted election rate by serving as a ballot drop-off site, and as a ballot replacement site; and (2) MOVE to adopt Resolution No. 4239-1448.

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

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

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4897-1435.

- C. Adoption of Ordinance No. 4894-1432 amending Prescott City Code Title IX, Chapter 1, Section 8, Prescott Traffic Code

ORDINANCE NO. 4894-1432 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE IX, CHAPTER 1, SECTION 8, OF THE PRESCOTT CITY CODE BY ADOPTING NEW SUBSECTION (C), THEREOF

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4894-1432.

- D. Approval of a one-year contract extension to Duke's Root Control in the amount of \$109,273.00 (City Contract No. 2012-223A1; FY2015 Sewer Fund)

RECOMMENDED ACTION: MOVE to approve a one-year contract extension to Duke's Root Control in the amount of \$109,273.00 (City Contract No. 2012-223A1).

- E. Award of contracts to five vendors to provide waterworks parts and materials budgeted in the Water Fund in FY 2015: Dana Kepner Co. Inc., in the amount of \$53,000.00 (City Contract No. 2015-016); HD Supply in the amount of \$83,000.00 (City Contract No. 2015-017); Peoria Winnelson in the amount of \$15,000.00 (City Contract No. 2015-018); Farnsworth Wholesale in the amount of \$50,000.00 (City Contract No. 2015-019); and AZ Waterworks in the amount of \$40,000.00 (City Contract No. 2015-020)

RECOMMENDED ACTION (one motion): MOVE to award unit price contracts to:

(1) Dana Kepner Co., Inc., in the amount of \$53,000.00 (City Contract No. 2015-016)

(2) HD Supply, in the amount of \$83,000.00 (City Contract No. 2015-017)

(3) Peoria Winnelson, in the amount of \$15,000.00 (City Contract No. 2015-018)

(4) Farnsworth Wholesale, in the amount \$50,000.00 (City Contract No. 2015-019)

(5) AZ Waterworks, in the amount of \$40,000.00 (City Contract No. 2015-020)

F. League of Arizona Cities and Towns 2015 resolutions

RECOMMENDED ACTION:

MOVE to approve the recommendations of the League of Arizona Cities and Towns Resolutions Subcommittee to be communicated to the Resolutions Committee at the 2014 Annual Conference.

OR

MOVE to approve the recommendations of the League of Arizona Cities and Towns Resolutions Subcommittee with the following exceptions to be communicated to the Resolutions Committee at the 2014 Annual Conference:

Category (1) - Recommended by Subcommittee for Approval
The City of Prescott does not support the following resolutions as written: (numbers to be specified, if any).

Category (2) - Recommended by Subcommittee for Approval with Amendments
The City of Prescott does not support the following resolutions with amendments as written: (numbers to be specified, if any).

Category (3) - Recommended by Subcommittee as Significant Municipal Issue
The City of Prescott does not support the following resolutions as written: (numbers to be specified, if any).

III. ADJOURNMENT

EXECUTIVE SESSION

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

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

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

Confidentiality

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

CERTIFICATION OF POSTING OF NOTICE

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

Dana DeLong, CMC, City Clerk

MEETING DATE/TYPES: VOTING SESSION 8-12-14

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of minutes for the City Council meetings held on July 22, 2014

Approved By:

Date:

City Clerk: DeLong, Dana	08/04/2014
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Item Summary

Attached for approval are the City Council minutes of the Special Meeting held on July 22, 2014, and the Regular Voting Meeting held on July 22, 2014.

Attachments

1. July 22, 2014 Special Meeting Minutes
2. July 22, 2014 Regular Voting Meeting Minutes

Recommended Action: MOVE to approve the City Council minutes as presented.
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PRESCOTT CITY COUNCIL
SPECIAL MEETING
TUESDAY, JULY 22, 2014
PRESCOTT, ARIZONA

MINUTES OF THE SPECIAL MEETING OF THE PRESCOTT CITY COUNCIL HELD ON JULY 22, 2014, in the LOWER LEVEL CONFERENCE ROOM located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Pro Tem Lamerson called the meeting to order at 1:03 P.M.

◆ **ROLL CALL**

Present:

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

Absent:

Mayor Kuykendall, excused

Staff

Craig McConnell, City Manager
Jon Paladini, City Attorney
Dana DeLong, City Clerk
Alison Zelms, Deputy City Manager
Mark Woodfill, Finance Director
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 KUKNYO MOVED TO RECESS INTO EXECUTIVE SESSION; SECONDED BY COUNCILWOMAN WILCOX, PASSED 4-2; COUNCILMEN LAZZELL AND BLAIR DISSENTING.

The Prescott City Council recessed into Executive Session at 1:05 P.M.

EXECUTIVE SESSION

I. LEGAL MATTERS

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

1. Appeal of City of Prescott PSPRS Local Board Decision in re Application of Juliann Ashcraft

- B. The executive session adjourned at 1:42 P.M.

II. ADJOURNMENT

There being no further matters to come before the Special Meeting, the meeting was adjourned at 1:42 P.M.

MARLIN D. KUYKENDALL, Mayor

ATTEST

DANA R. DeLONG, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of the City of Prescott, Arizona held on the 22nd day of July, 2014. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2014.

AFFIX
CITY SEAL

_____ □ □ □ _____
DANA R. DeLONG, City Clerk

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, JULY 22, 2014
PRESCOTT, ARIZONA

MINUTES OF THE REGULAR VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON JULY 22, 2014, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 3:06 P.M.

◆ **INTRODUCTIONS**

◆ **INVOCATION** by Pastor Whitney, Willow Hills Baptist Church

◆ **PLEDGE OF ALLEGIANCE** by Councilwoman Wilcox

◆ **ROLL CALL:**

Present:

Absent:

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

None

◆ **ANNOUNCEMENTS**

No announcements were made

◆ **PRESENTATIONS**

A. 2014 Whiskey Off-Road Update, presented by Todd Sadow

Todd Sadow thanked the Council and the community. He showed a video of the event and talked about the social media utilized for the event. He said the estimated value of the media was approximately \$65,000.00.

Mr. Sadow noted that the event registration was nearing capacity, up five and one half percent in 2014. Forty percent of the riders were first time participants and international ridership was expected to increase. He noted that registration filled up in half the time this year; however, there were fewer female riders.

Regarding the post event survey, 35 percent of the participants in the survey were not from Arizona and only 12 percent were from Yavapai County. He noted that the goals for next year were to maintain participant attendance, increase international attendance, media exposure and female participation. He felt the community concert was a big opportunity for more people to show up. The next event was scheduled for April 24-26, 2015.

B. Experiencing Health/Building Bridges, presented by Pastor Salsberry, Seventh-Day Adventist Church

Pastor Salsberry addressed the Council and introduced Pastor Fitting. Pastor Salsberry talked about Camp Yavapines. Pastor Fitting said they had 50-100 young people that they take to a work-site that may have code violations, and do a complete makeover on the property.

Pastor Salsberry said they were proposing two projects. The first one was free medical and dental on June 16, 17, 2015. The second project was to clean up in the City of Prescott and work closely with Council. He noted that he worked in San Francisco a few months ago to provide free medical and dental. They brought in 600 medical personnel volunteers and thousands of people lined up for the services. They were looking at Prescott High School and Yavapai College as venues. He asked that the City help with the cost of the college and high school, approximately \$3,000.00 and police support. He also asked for help from the citizens.

Craig McConnell, City Manager, said they would be glad to have a dialogue with the group.

I. CONSENT AGENDA

Mayor Kuykendall removed Item E from the Consent Agenda to be considered separately.

A. Approval of minutes for the Council meetings held on June 24, 2014, June 25, 2014, July 1, 2014, and July 8, 2014

Dana DeLong, City Clerk, noted that the minutes for the Special Meeting of June 25, should read, Wednesday, June 25, 2014.

B. Award of contract for scanning services for paper and mylar as-built plans to A&E Reprographics in an amount not to exceed \$17,140.63 (City Contract No. 2015-006; Water, Sewer and General Fund)

C. Approval of purchase of roof coating services for the Grace Sparkes Activity Center from Foam Experts Roofing, Inc., in the amount of \$19,920.00 (City Contract No. 2015-021; Facilities Maintenance Fund)

- D. Adoption of Resolution No. 4240-1449 approving a sublease of Hangar E-1, 6599 Crystal Lane, Prescott, by River Hangar Corporation to Guidance Aviation, LLC (City Contract No. 1988-001SL1)

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

- E. Adoption of Resolution No. 4237-1446 approving Amendment No. 4 to the Intergovernmental Agreement (IGA) with Highland Pines Domestic Water Improvement District, City Contract No. 1997-176A4

Leslie Graser, Water Resource Specialist, addressed the Council. She noted that since the original IGA in 1997, the resolution had been amended three times, in 2002 and 2003 to bring in two pieces of property and the perimeter. The last amendment was in 2007. She showed a map of the two properties to be included in Amendment No. 4. The amendment was necessary to recognize the proposed expansion of the district boundaries to reflect the combining of two parcels, one which was within the district and one that was currently outside. There would be no changes in the water allocation to the district due to the restriction of one dwelling on the two properties. The owners would forfeit the right to any splits, divides or subdivides of the combined parcels in the future. The existing well on parcel 034B would be abandoned, per state law. The payment of any and all fees due to the City would be made for inclusion into the district.

Craig McConnell, City Manager, said Yavapai County would not recognize the combined lots if both lots were not in the district, thus the City needed to approve the combined lots in order to be recognized by the County.

Mr. Ferris, property owner, addressed the Council and explained that he wanted to combine the properties.

Mayor Pro Tem Lamerson said the deal was an advantage to the City because the homeowner would abandon his well.

Daniel Matteson, citizen, noted that a citizen asked that this item be taken off the Consent Agenda last week.

Jerry Woodward, the citizen who requested the change of agendas for this item, expressed an opposing viewpoint. He said the annexation proposal piggy backs on the annexation of 2003. In that procedure, the applicant agreed to donate his residential water well in Highland Pines to the City of Prescott. He noted that the City was then going to convert that well into alternate groundwater credit volume. It would be a recurring credit every year and would be committed to the annexation in Highland Pines. In 2010 he spoke with the last local director of Prescott Active Management, who was moving her Prescott office to Phoenix. She noted that the Highland Pines service area was not part of the Prescott service area and the conversion of the well seemed

odd to her. She said the well could not be converted to alternate groundwater credit. He said he had to take her word that it did not happen and that previous well was the water supply for the 2003 property. However, he noted that water well conversion was the water supply for today's annexation, which did not happen in 2003.

Leslie Graser responded, noting that the previous owner, in 2003, was Vern Pierson. She found that his well had been officially abandoned. There was an additional well on Mr. Ferris' property. The City has been compiling the list of wells that had been abandoned. The Pierson activity was in 2003 and there was a new Decision and Order in 2005.

Mr. McConnell said there may have been a representation ten years ago, but the item before the Council today had no net impact.

MAYOR PRO TEM LAMERSON MOVED TO ADOPT RESOLUTION NO. 4237-1446, APPROVING AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH HIGHLAND PINES DOMESTIC WATER IMPROVEMENT DISTRICT, CITY CONTRACT NO. 1997-176A4; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

II. REGULAR AGENDA

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

Alison Zelms, Deputy City Manager, presented. She introduced Jim McCabe, the Senior ICMA Associate that led the project for the police operations review. She discussed his education and background and said the presentation was the beginning of a larger process.

Councilman Blair asked if the Police Department had already reviewed the report. Ms. Zelms responded that that the Chief and Deputy Chief had seen a preliminary report. She noted that this was the first review of the final draft.

Dr. Jim McCabe, Senior Associate for ICMA/CPSM presented. He noted that he was a retired member of New York Police Department and gave background information about his professional experience. This was his 36th study. He showed a PowerPoint presentation for the City of Prescott study that included:

- BENCHMARKS – The property crime rate had gone down 50 percent since 2003. The violent crime rate was about the same during that time.
- COMPARATIVE BENCHMARKS
- STAFFING

- The Rule of 60 – they looked at the ratio of officers on patrol compared to the total number of sworn officers in the agency, the number should be 60 percent
 - The Saturation Index - they also looked at how much of the officers time was spent actually performing work. He asked how much of their time was saturated by workload demands. ICMA suggested that it should not be more than 60 percent of the officers time
- STAFFING – PATROL

He noted that the City of Prescott had 55.7 percent Patrol Officers, which was less than he would expect for an agency of that size. He also noted that there were eight officers in the academy and their first stop would likely be patrol.

Dr. McCabe noted that there was an opportunity for the patrol schedule to be reconstructed to be more efficient.

- WORKLOAD - WHEN?

Dr. McCabe suggested that the overlap in staff time from one shift to the next was excessive.

- SATURATION INDEX
- PATROL WORKLOAD SATURATION
- DEMAND MANAGEMENT

Dr. McCabe noted that there was an excellent ratio between calls for service and the population. He said the nuisance alarm program was outstanding; however there were still 24 percent miscellaneous calls from citizens, which needed improvement.

The high priority response times were at 7.2 minutes, higher than the 5 minute benchmark. The average service time per call should be under 60 minutes and the City of Prescott had a time of 51.3 minutes.

- RECOMMENDATIONS
 - Maintain the “hard” minimum for patrol staffing at 5 officers per shift
 - Create an internal committee to explore alternative shift schedules for patrol
 - Reduce Non-Emergency calls for service from patrol workload
- WORKLOAD – WHERE?
- CRIME – WHERE?
- RECOMMENDATIONS
 - Develop site-specific crime reduction plans
 - Create an Integrated Traffic Safety Plan
 - Designate the Chief Code Compliance Officer as the coordinator of a multi-agency problem-solving team

- SPECIAL OPERATIONS – Investigation Section

Dr. McCabe said the investigations section was a hard working, knowledgeable group. He noted that ICMA would like to see 120-150 investigations per year, per detective. The City of Prescott shows 85 cases per year, per detective. He noted that cases not assigned to detectives were forwarded back to patrol officers for investigation. Dr. McCabe noted that this was a unique approach. Usually, once the officer signs off on the paperwork, he would divorce himself from the case.

- RECOMMENDATIONS
 - Incorporate data management into investigative operations
 - Develop a more rigorous process of managing/supervising cases assigned to patrol for investigation
 - Develop an Integrated Criminal Intelligence and Crime Analysis function
 - Create a Special Enforcement Team
- SPECIAL OPERATIONS – Traffic Section
 - Heavy investment in officers
 - Excellent deployment
 - Traffic crash investigations
 - Safety initiatives, community complaints
- RECOMMENDATIONS
 - Reduce the size of the unit
 - Focus on Outcomes
 - Re-align with patrol operations
- COMMUNICATIONS
 - The City of Prescott will need to make a sizeable investment for a 911 conversion
- ADMINISTRATIVE SERVICES
 - Excellent plant and current policies reflect best practices. Staffing was appropriate.
 - Mr. McCabe said improvement opportunities would be to enhance and focus the role of the Training Officer and develop mental illness, biased-free, and scenario-based training. He suggested transferring the Community Policing Unit to Patrol Operations, improve enhancement related to property and evidence control, i.e. video tape the area, and develop a formalized take-home vehicle policy.
- EMPLOYEE SURVEY – pointed to a healthy and satisfying work environment and provided excellent service to the community.

Dr. McCabe said the morale was low, at 1.85 out of 5 points. He said it was the seconded lowest scoring item on the survey. The lowest was 1.84, which was their perception of communication between the Police Department and City Hall. He noted that personnel were not satisfied with their unchanging pay and benefits and the similar pay between ranks. They also perceived a lack of support and respect.

- RECOMMENDATION – incorporate a leadership team concept to identify, develop, and recommend solutions to organizational issues.
- CONCLUSIONS

Dr. McCabe said the Prescott Police Department was an impressive organization with a manageable workload and crime rates. He noted that there was organizational realignment potential and they should initiate a collaborative problem solving approach to internal and external issues.

Councilman Arnold said the survey provided some validation for some of the issues Council felt the Police Department should be focusing their time and attention on.

Councilman Kuknyo asked if the workforce felt like they were getting the proper training. Dr. McCabe said the training was viewed as excellent.

Mayor Pro Tem Lamerson said he was concerned that the Police Officers had the right tools. He was concerned with the perception that they were not respected. He said they were respected. He noted that he was concerned with how to come up with a permanent funding mechanism to assure that the Police Department was not in competition with the General Fund.

Councilman Blair said there should be an open door between Council and the Police Department.

Councilman Kuknyo thought respect was diminished when it came to pay.

Councilwoman Wilcox thought the way Council spoke about the officers affected morale. She noted that it was a problem to talk about how much the officers cost the City. She would like to see more recognition of officers in front of the Council.

Councilman Kuknyo disagreed. He said the issues were real and Council needed to keep talking about them.

- B. Adoption of Resolution No. 4238-1447 supporting placement of a Jail District Sales Tax modification on the November 4, 2014, election ballot.

Craig McConnell, City Manager, said the resolution did not take a position and the City could not expend public funds in taking a position on a ballot proposal, but the

resolution could support placement of the Jail District Sales Tax modification on the November 4, 2014 election ballot.

Jerald Monahan, Chief of Police, presented. He noted that having a full-service jail in the City of Prescott would be a benefit to the citizens and police officers. He noted that Sheriff Masher had been a good partner to work with and did the best with the resources he had. Chief Monahan said that on certain medical transports, two police officers made the transport and were gone from the City of Prescott for approximately two hours.

Mayor Pro Tem Lamerson thought it was important that the voters had an opportunity to speak out on this.

John, resident, requested that Council not adopt the resolution because it would be on the ballot regardless of their vote. Adopting the resolution would not affect the chance of the jail being constructed. He said it would look like the Council would have done something they should not have, to the casual observer, which was to take a side on the ballot.

MAYOR KUYKENDALL MOVED TO ADOPT RESOLUTION NO. 4238-1447, SUPPORTING PLACEMENT OF A JAIL DISTRICT SALES TAX MODIFICATION ON THE NOVEMBER 4, 2014 ELECTION BALLOT; SECONDED BY COUNCILWOMAN WILCOX; PASSED UNANIMOUSLY.

- C. Approval of purchase of modular carpet squares from Interface America's, Inc. using NJPA Contract #022712-IFA pricing in the amount of \$31,142.39 (Facilities Maintenance Fund)

Stephanie Miller, Field and Facilities Services Director, presented. She noted that the modular carpet squares for the Facilities Management Division will be installed in various City buildings needing carpet replacement, like the Regional Communications Center, the Public Works building, and the Golf Course Clubhouse. The carpets were being held together at the seams by tape. She discussed the benefits of the carpet and said that they had a 15 year manufacturer's warranty.

COUNCILMAN KUKNYO MOVED TO APPROVE THE PURCHASE OF MODULAR CARPET SQUARES FROM INTERFACE AMERICA'S, INC., USING NJPA CONTRACT #022712-IFA PRICING IN THE AMOUNT OF \$31,142.39 (FACILITIES MAINTENANCE FUND); SECONDED BY MAYOR PRO TEM LAMERSON; PASSED UNANIMOUSLY.

- D. Approval of purchase of 2,160 ea. 65 gallon residential containers from Otto Environmental using Houston-Galveston Area Council (HGAC) contract pricing in an amount not to exceed \$101,700.00 (Solid Waste Fund)

Councilman Kuknyo declared a conflict of interest and departed at 5:41 p.m.

Stephanie Miller, Field and Facilities Services Director, presented. The Solid Waste Division relied on high-density polyethylene (HDPE) composite residential containers to service the solid waste and recycling needs of the community. There were 31,000 containers in use City-wide, each having a useful life of approximately 10 years. She noted that the division delivered approximately 42 new containers per week which was a seven percent replacement rate each year. The division had been using the Otto Environmental containers for the past few years and had a sufficient supply of replacement parts.

Due to the success of the last two purchases, and efficiency gained by standardizing containers, the division was again requesting to purchase containers from Otto using the HGAC contract at a price of \$42.46 per each 65-gallon container.

COUNCILMAN LAZZELL MOVED TO APPROVE A THE PURCHASE OF 2160 EA. 65-GALLON RESIDENTIAL CONTAINERS FROM OTTO ENVIRONMENTAL USING HOUSTON-GALVESTON AREA COUNCIL (AGAC) CONTRACT PRICING IN AN AMOUNT NOT TO EXCEED \$101,700.00; SECONDED BY MAYOR PRO TEM LAMERSON ; PASSED 6-0.

Councilman Kuknyo returned at 5:44 p.m.

- E. Adoption of Ordinance No. 4886-1424 authorizing an online auction for the sale of surplus vehicles and equipment

Dana DeLong, City Clerk, read the ordinance by number and title only.

Stephanie Miller, Field and Facilities Services Director, presented. On June 24, 2014, Council approved Contract No. 2014-174 with Rene Bates Auctioneers for the auctioning of surplus vehicles and equipment. In addition to the contract, Prescott City Code required that Council approve an ordinance listing the individual items to be auctioned.

Ms. Miller said the goals of the auction were to conduct the most effective sale of the City's surplus vehicles and equipment and to receive the best possible price for each piece.

Councilman Kuknyo agreed with using Rene Bates. He wanted the fire truck pulled from the auction and to see if the fire truck could be donated to another organization.

Craig McConnell, City Manager, thought it would be possible to have additional discussion about the fire truck, with the understanding that it was 15 years old.

COUNCILMAN ARNOLD MOVED TO ADOPT ORDINANCE NO. 4886-1424 EXCLUDING ASSET 910 FROM ATTACHMENT A; SECONDED BY COUNCILMAN KUKNYO; PASSED UNANIMOUSLY.

- F. Approval of a one-year professional services agreement with Michael F. Fusco for safety consultant services in an amount not to exceed \$25,000.00 (City Contract No. 2015-014)

Jon Paladini, City Attorney, presented. He said the item was a proposed consulting services contract with an individual who was a former Fire Chief from the City of Peoria with subject matter expertise in safety, training and regulatory compliance. The City Attorney's office recommended retaining a Safety Consultant to evaluate and update the City's safety training program.

Councilwoman Wilcox said the contractor should be required to provide liability insurance. Mr. Paladini said that staff took that provision out of the agreement. He was not a licensed professional and could not obtain malpractice insurance. The general liability contract had auto insurance, which would be the primary coverage if he were to get in an accident and the City was named as a party. Staff had a discussion with the Risk Pool; they did not see a risk that Mr. Fusco created for the City. They thought the benefits he created in risk reduction outweighed the potential liability risks he presented.

Councilwoman Wilcox disagreed and said she thought there was a potential for risk.

MAYOR PRO TEM ASKED THAT THE ITEM BE TABLED.

- G. Approval of a professional services agreement with Herb Dishlip Consulting in an amount not to exceed \$50,000.00 for water resource planning and management services (City Contract No. 2015-008; Water Fund)

Craig McConnell, City Manager, presented. This new agreement was the third agreement in a series, dating back to 2004, with Herb Dishlip Consulting for technical work necessary for the development and implementation of City water management strategies, policies, and plans. Included in the Scope of Work was development of a long-term water management plan, including potential importation of Big Chino water and formulation of a City contribution to achieving safe-yield in the Prescott Active Management Area (PrAMA). He said the agreement would supersede the prior contract between the parties.

Councilwoman Wilcox asked if there was still monitoring of the effect of groundwater mining in the Big Chino area, to determine if there was an impact on the Upper Verde Watershed. She noted that the contract created a conclusion that it was all OK and Mr. Dishlip would design a water resource management plan that included importation of water for long-term management. Mr. McConnell said there would be scenarios developed in the water management plan with and without the Big Chino resource. He

noted that the scientific work was ongoing and would continue for a number of years. A three party agreement had been signed with Salt River Project and Prescott Valley for an eight year program to increase knowledge of ground and surface water levels. He noted that this part of the contract was oriented in fulfilling the City of Prescott portion of achieving safe-yield.

Leslie Hoy, citizen, felt the scope of work would create an important document. She noted that there may be a decision as to whether or not the City would pursue the Big Chino pipeline, but it did not mention that it would require a vote, by the voters of Prescott. She said the consideration of the Central Yavapai Highlands Water Resources Study had not been mentioned, which could lead to a longer term plan. Other alternative water sources may be discussed such as direct reuse of recycled effluent, the Colorado River, and continued conservation. She noted that the Citizen's Water Advocacy Group (CWAG) would be doing their best to make sure that the public understands the issues.

Mayor Kuykendall said that he thought the City Manager and Council had talked about Mr. Dishlip being the liaison between the community and the City, in areas of water discussion. Mr. McConnell said that Mr. Dishlip was a technical expert. He understood what state water law was and the framework to create a water management plan. He said there would be presentations and workshops by City staff. He noted that CWAG was very interested in working with the City to raise awareness of the water issues with the citizens.

Councilwoman Wilcox would like to see specific mention in the Scope of Work regarding water harvesting as part of the alternative scenarios. Mr. McConnell said that language could be added if it appeared in a motion.

Mayor Pro Tem Lamerson said he was glad Mr. Dishlip was re-entering the picture because of his historic knowledge. He noted that part of the problem the City was facing had to do with the County and State in regards to exempt wells.

COUNCILWOMAN WILCOX MOVED TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HERB DISHLIP CONSULTING IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR WATER RESOURCE PLANNING AND MANAGEMENT SERVICES, CITY CONTRACT NO. 2015-008; WITH THE ADDITION THAT CONSIDERATION OF CONSERVATION AND RAIN WATER HARVESTING MEASURES BE ADDED AS ALTERNATIVE SCENARIOS UNDER TASK NUMBER THREE. SECONDED BY MAYOR PRO TEM LAMERSON; PASSED UNANIMOUSLY.

H. League of Arizona Cities and Towns 2015 resolutions.

Alison Zelms, Deputy City Manager, presented. She said the item was to provide direction from City Council for a meeting that would occur at the Arizona League of

Cities and Towns, on August 19, 2014. She noted that there would be one more Council Voting Meeting before that time.

Councilman Arnold wanted more information on some of the resolutions. Mayor Kuykendall agreed. Mr. McConnell said it may be most expeditious if Council members would let staff know if they had issues with any of the resolutions.

Ralph Hess, citizen, talked about not supporting issue number one, two, three, fifteen, and twenty-one. There was no specific legislation that was recommended with regard to any of those issues.

Issue 21 was the most important to him. He said it urged the Governor and State Legislature to develop and pass legislation that supported the long term retention of Arizona military installations and provided opportunities with the synergies connected to the military operations and the attraction of newer governmental and nongovernmental missions or businesses. He said the financial benefits to the cities around the installations were mentioned. He noted that the costs to support the institutions were not mentioned. He noted that there was a Military Installation Fund to preserve military installations. He urged Council not to support that resolution.

Dennis Duvall, citizen, talked about the ICMA study item, and said he did not agree with the reduction of the traffic unit. He urged Council to discuss the support of the military with the citizens and how citizens of Prescott would directly benefit from passing Resolution No. 21. Prescott taxpayers were already paying \$190 million towards the wars since 2001.

The item was continued to the August 12, 2014 Regular Voting Meeting.

III. ADJOURNMENT

There being no further business to be discussed, the Regular Voting Meeting of July 22, 2014, adjourned at 6:26 P.M.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

DANA R. DeLONG, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Voting Meeting of the City Council of the City of Prescott, Arizona held on the 22nd day of July, 2014. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2014.

AFFIX
CITY SEAL

DANA R. DeLONG, City Clerk

MEETING DATE/TYPES: VOTING SESSION 8-12-14

DEPARTMENT: City Attorney

AGENDA ITEM: Approval of a one-year professional service agreement with Michael F. Fusco for safety consultant services in an amount not to exceed \$27,000.00 (City Contract No. 2014-014; General Fund)

Approved By:

Date:

City Attorney: Paladini, Jon	08/01/2014
City Manager: McConnell, Craig	08/04/2014

Item Summary

On July 22, 2014, following discussion, this item was tabled by the Council, to be reconsidered at their August 12, 2014 meeting.

The City Attorney's Office recommends retaining a Safety Consultant to evaluate and update the City's safety training program, safety management program, safety manual, job hazard assessments, as well as perform risk assessments and risk mitigation.

Michael F. Fusco, Safety Consultant, has expertise in the above areas as well as in safety compliance. The City Attorney's office recommends retaining Mr. Fusco as a Safety Consultant pursuant to the attached Professional Services Agreement.

The contract term is for one year, from August 13, 2014, to August 13, 2015, with an option to renew the contract for an additional year. A requirement for commercial general liability insurance coverage has been added to the agreement.

Financial Impact

Mr. Fusco's services will be provided at the rate of \$27.00 per hour. Funding for these services is included in the Legal Department's budget for professional services.

Attachments

1. Professional Services Agreement No. 2015-014

Recommended Action: **MOVE** to approve a professional services agreement with Michael F. Fusco in an amount not to exceed \$27,000.00 (City Contract No. 2015-014).



Professional Services Agreement

City Contract No. 2015-014

Michael F. Fusco

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

WHEREAS, Michael F. Fusco, (hereinafter referred to as “Professional”) has expertise in safety management;

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

1. That Professional shall provide the services to the City in relation to safety management as indicated in Exhibit "A" (Scope of Work, Task and Hourly Fee and work schedule) and as requested by the City Attorney or his designee for the City of Prescott.
2. In addition to those services identified in Exhibit A, the Professional shall also perform all subordinate tasks not specifically referenced in Exhibit A, but necessary to the full and effective performance of the tasks assigned.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by the City Attorney or his representatives for the City.
4. All services identified in Exhibit A shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's work schedule identified in the attached Exhibit "A".
5. The term of this Agreement shall be from for a one year term from **August 13, 2014 to August 13, 2015**, with the option to automatically renew the contract for an additional year.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit “A” thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.
9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City Attorney
City of Prescott
221 S. Cortez
Prescott, AZ 86301

Michael F. Fusco
8414 W. Larkspur Dr.
Peoria, Az. 85381

10. It is expressly agreed and understood by and between the parties that the Professional is an independent Contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent Contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent Contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Professional a total not to exceed **\$27,000** during the term of this contract for services set for the Agreement, as specified in Exhibit "A" and at an hourly rate of **\$27.00** per hour.

(B) The foregoing sum includes payment for any and all services to be rendered Professional or sub-contractors, which the Professional may employ for this Agreement. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other Professionals or sub-contractors retained by the Professional unless written agreement by the City Attorney to retain other Professionals for a specific purpose.

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

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

(E) The Professional shall bill the City monthly for the fee and costs due the Professional, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.
13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. All work product of the Professional for work completed under this Agreement are instruments of service for the City of Prescott and shall remain the property of the City whether the contract is completed or not and shall remain the property of the City.

16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
18. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
20. The Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
21. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
22. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the City Attorney. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

(B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document. Extra work shall be approved by the City Attorney or his designee prior to initiating work.

(C) In giving instructions, the City Attorney shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work.

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

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

(F) If the Professional claims that any instructions involve extra costs under this Contract, Professional shall give the City Attorney or his designee written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Professional shall do such extra work therefor upon receipt of an accepted Contract Amendment or other written order of the City Attorney or his designee and in the absence of such Contract Amendment or other written order of the City Attorney, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the City Attorney or designee to proceed with the work. All Contract Amendments must be approved by the City Attorney or designee.

23. (A) If the Professional is using a vehicle to conduct City business, the Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

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

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

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

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

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

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

Combined Single Limit (CSL) \$ 100,000.00

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

(C) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217.

(D) The Professional agrees and acknowledges that he is an independent contractor and is not an employee of the City of Prescott and is not covered under the City's Workers' Compensation insurance, health insurance and is not entitled to any benefits provided to City employees.

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

24. If the Professional hires subcontractors with regard to the work performed by it after award and during its performance of this contract, Professional agrees he will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.
25. Professional shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.
26. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Professional.
27. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".
28. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

Dated this _____ day of _____, 2014.

City of Prescott, a municipal corporation

PROFESSIONAL

Jon M. Paladini, City Attorney

Michael F. Fusco, Safety Consultant

Exhibit “A”

Professional scope of work includes but is not limited to the following:

- *Review, update and certify OSHA compliance of the City’s current Safety Manual and JHAs;**
- *Review and update GHS & SDS for all City Departments, as necessary;**
- *Perform other safety related functions and safety training as assigned by City Attorney or designee.**

Compensation:

- *Hourly rate will be \$26.00 per hour during the term of the contract;**
- *Travel time will be billed and paid at a rate of \$13.00 per hour;**
- *Costs and expenses of the Professional must be pre-approved by the City Attorney or his designee and then such costs and expenses shall be reimbursed to the Professional by the City.**

Work Schedule:

- *Professional agrees to work in Prescott at least two days per week, unless alternate schedule is approved by City Attorney or his designee;**
- *Professional shall not exceed 18 hours per week unless previously approved by the City Attorney or his designee.**

MEETING DATE/TYPES: VOTING SESSION 8-12-14

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4891-1429 authorizing acceptance of an easement dedication from "The Prescott Lowe's HIW" for City utilities

Approved By:

Date:

Director:	Hash, Henry	07/24/2014
City Manager:	McConnell, Craig	08/04/2014

Item Summary

Adoption of this ordinance will accept an easement for water and sewer infrastructure previously installed on "The Prescott Lowe's HIW" site and into a parcel acquired by Lowe's in Prescott Canyon Estates. Exhibit "A" (attached) provides a record of survey for the easement. Upon adoption of the ordinance and recording, the City will have acquired all easements necessary for access, installation, repair, and maintenance of public water and sewer facilities, at The Prescott Lowe's HIW.

Background

The Lowe's project necessitated relocation of the City's existing 12" sewer main and upgrades to the existing water main. Easements were detailed on the approved civil plans with the intent to record them after the infrastructure was installed.

Initial construction of the utility infrastructure was completed in 2008. However, construction issues occurred, including a wall failure. Between 2008 and 2012, Lowe's attempted to correct these issues. In 2012, Lowe's made the decision to redesign and reconstruct major portions of the waterlines; these were completed in 2013. Between 2013 and 2014, Lowe's engineers and contractors worked with the City to test the new system to ensure compliance, which was successful.

Attachments

1. Exhibit "A" - Proximity Map
2. Exhibit "B" - Easement Dedication
3. Ordinance No. 4891-1429

Recommended Action: MOVE to adopt Ordinance No. 4891-1429.

Exhibit "A"



LOWE'S HIW PROXIMITY MAP

Exhibit "B"

RECORD OF SURVEY FOR EASEMENT DEDICATION "THE PRESCOTT LOWE'S HIW"

APN 112-05-049X

AS DESCRIBED IN BOOK 4451, PAGE 727 AND BOOK 158 OF LAND SURVEYS, PAGE 70-71, YAVAPAI COUNTY OFFICIAL RECORDS
SITUATE IN THE NORTHWEST QUARTER OF SECTION 36 TOWNSHIP 14 NORTH, RANGE 2 WEST
GILA AND SALT RIVER MERIDIAN, CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA

DECLARATION:

KNOW ALL MEN BY THESE PRESENT:
THAT:

LOWE'S HIW, INC., AS OWNER OF THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS ASSESSORS PARCEL NUMBER 112-05-049X, BEING PARCEL "A" AS DETAILED IN BOOK 158, OF LAND SURVEYS, PAGES 70-71, OF YAVAPAI COUNTY OFFICIAL RECORDS, HEREBY PUBLISH THIS RECORD OF SURVEY FOR EASEMENT DEDICATION UNDER, OVER, ACROSS, AND THROUGH THOSE PARCELS ALSO KNOWN AS "THE PRESCOTT LOWE'S HIW":

AND HEREBY DECLARE THAT:

1. ALL EXISTING EASEMENTS, AGREEMENTS, AND DECLARATIONS ARE DETAILED IN BOOK 55, OF MAPS AND PLATS, PAGES 71-72, OF YAVAPAI COUNTY OFFICIAL RECORDS AND SHALL BE ENHANCED BY THE ITEMS DETAILED WITHIN THIS MAP OF DEDICATION.

2. WATER AND SEWER MAINS ALONG WITH THE STORM DRAIN SYSTEM HAVE BEEN INSTALLED UPON THE SITE. THE PROPOSED EASEMENTS SHOWN ON THIS DEDICATION CORRESPOND TO THE ASBUILT LOCATIONS OF ALL FACILITIES.

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

IN WITNESS WHEREOF:

LOWE'S HIW, INC.

LOWE'S HIW, INC. AS OWNER, HAS CAUSED THE NAME OF THE CORPORATION TO BE AFFIXED HERETO AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF EXECUTIVE - REDD, WHO ACKNOWLEDGES HIMSELF AS THE EXECUTIVE - REDD OF LOWE'S HIW, INC. AND ACKNOWLEDGED AS SUCH, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BEING DULY AUTHORIZED TO DO SO ON THIS

DAY OF 2014.

LOWE'S HIW, INC.

BY: LOWE'S HIW, INC.

ITS: OWNER

BY: EXECUTIVE - REDD

ITS: EXECUTIVE - REDD

ATTESTED TO BY: _____

ACKNOWLEDGEMENT:

STATE OF ARIZONA
COUNTY OF MARICOPA

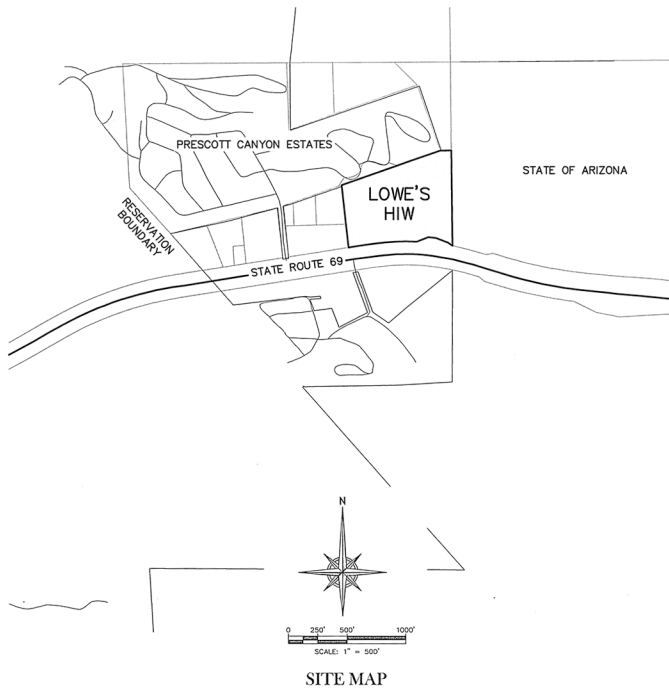
ON THIS 10th DAY OF April, 2014.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR EXECUTIVE - REDD, WHO ACKNOWLEDGES HIMSELF AS THE EXECUTIVE - REDD OF LOWE'S HIW, INC., THE OWNER, AN ARIZONA CORPORATION, AND ACKNOWLEDGED AS SUCH, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BEING DULY AUTHORIZED TO DO SO.

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

Anna J. Salas
NOTARY PUBLIC

MY COMMISSION EXPIRES: 02-17-15



SITE MAP

SURVEYOR'S NOTES

1. THE AS BUILT SURVEY WAS PERFORMED IN AUGUST OF THE YEAR 2013.
2. A.R.S. 32-151 STATES THAT THE USE OF THE WORD CERTIFY BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IN AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OR FINDINGS THAT ARE SUBJECT TO THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
3. THIS SURVEY IS ONLY VALID WHEN BEARING THE SEAL AND SIGNATURE OF THE REGISTRANT IN RESPONSIBLE CHARGE.
4. THE INTENT OF THIS SURVEY IS TO DETAIL THE OVERALL IMPACT OF THE EASEMENTS ON THE PROPERTY. THE EASEMENT IS A DEDICATION TO THE CITY OF PRESCOTT FOR WATER AND SEWER FACILITIES.
5. THE PROPERTY AS DEPICTED HEREON REPORTS THE CONDITION IN WHICH IT EXISTS IN THE FIELD. VARIOUS PINS WERE FOUND AS NOTED HEREON.
6. PROPERTY BOUNDARY IS IN ACCORDANCE WITH THE PUBLIC RECORD AND IS BASED ON AND IS BASED ON BOOK 158 OF LAND SURVEYS, PAGE 70-71, Y.C.D.R.

APPROVALS

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF

PRESCOTT ON THIS ____ DAY OF _____, 2014.

COMMUNITY DEVELOPMENT DIRECTOR

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

THIS ____ DAY OF _____, 2014.

PUBLIC WORKS DIRECTOR

APPROVED BY THE CITY ENGINEER OF THE CITY OF PRESCOTT ON

THIS ____ DAY OF _____, 2014.

CITY ENGINEER

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

THIS ____ DAY OF _____, 2014.

MAYOR

CITY CLERK

SURVEYOR'S CERTIFICATE:

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

SHEET INDEX

1	COVER
2	EFFECTIVE EASEMENT AREA PLAN
3	EASEMENT DESCRIPTIONS



DATE	BY

FOR REVIEW ONLY	FOR APPROVAL ONLY
☐ FOR BID ONLY	☐ FOR RECORDING ONLY
☐ FOR APPROVAL ONLY	☐ FOR CONSTRUCTION ONLY
☐ FOR AS-BUILT ONLY	☐ FOR AS-BUILT ONLY



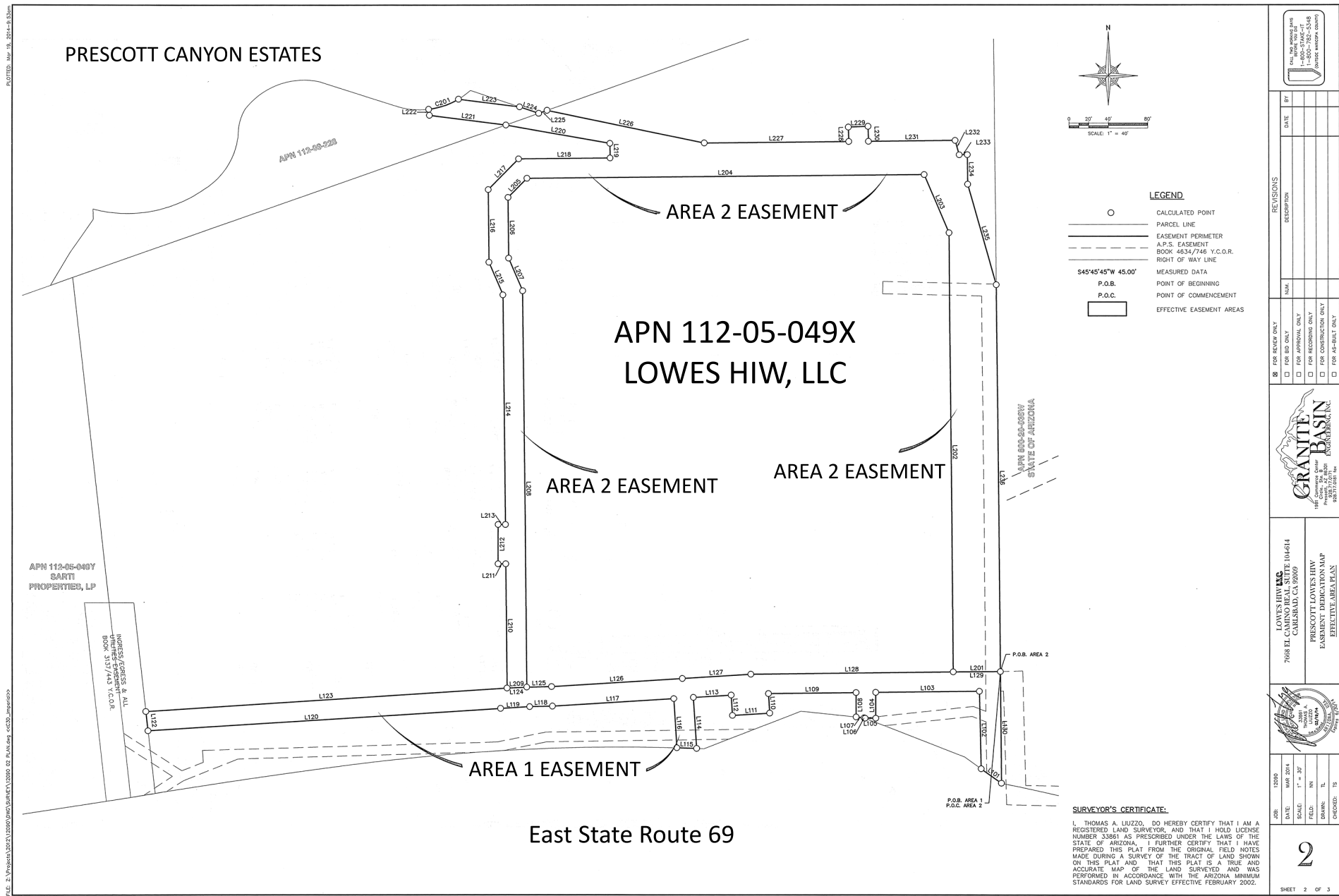
LOWE'S HIW, INC.
7608 EL CAMINO REAL, SUITE 104-614
CARLSBAD, CA 92009
PRESCOTT LOWE'S HIW
EASEMENT DEDICATION MAP
COVER



JOB:	12090
DATE:	MAR 2014
SCALE:	1" = 100'
FREQ:	NE
COORD:	TL
CHECKED:	TS

1
SHEET 1 OF 3

Exhibit "B"



ORDINANCE NO. 4891-1429

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF AN EASEMENT DEDICATION FROM THE PRESCOTT LOWE'S HIW FOR WATER AND SEWER MAINS ALONG WITH THE STORM DRAIN SYSTEM AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT DEDICATION.

RECITALS:

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

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the easement dedication and agrees to accept said easement from The Prescott Lowe's HIW, pursuant to the terms and conditions as set forth in the Record of Survey for Easement Dedication "The Prescott Lowe's HIW" dated April 1, 2014.

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

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON PALADINI, City Attorney

MEETING DATE/TYPES: VOTING SESSION 8-12-14

DEPARTMENT: Finance

AGENDA ITEM: Approval to purchase a Xerox 7855 color copier in the amount of \$11,344.25, and five-year service contract, from Arizona Office Technologies (City Contract No. 2015-023)

Approved By:

Date:

Director:	Woodfill, Mark	07/22/2014
City Manager:	McConnell, Craig	08/04/2014

Item Summary

This is the purchase of a Xerox 7855 color copier for \$11,344.25 from Arizona Office Technologies of Prescott. The unit will replace the current color copier located within the Community Development area of City Hall.

Background

The current color copier is on an operating lease that is ending. The copier is five years old, has made over 700,000 copies, and breakdowns are increasing.

Because of the high use of this copier, a qualified operating lease is not available. The Community Development Department received three bids for a replacement unit.

Company	Location	Copier	Purchase Price Including Tax	Estimated Annual Cost of Service Contract
AZ Office Technologies	Prescott	Xerox 7855 w/ Professional Finisher	\$ 11,344.25	\$1,644.00
Computime	Prescott	Toshiba 5540CT	\$ 13,074.12	\$2,100.00
Infincom	Tempe	Konica C554e	\$ 14,723.68	\$1,538.40

The recommended copier is the Xerox 7855 with professional finisher from Arizona Office Technologies. The five-year service contract for the copier includes service and all supplies for the copier except paper. The approximate annual cost is based on copy volume per month of approximately 6,000 black copies at a rate of \$.007 per copy, and approximately 1,900 color copies at a rate of \$.05 per copy.

Agenda Item: Approval to purchase a Xerox 7855 color copier in the amount of \$11,344.25, and five-year service contract, from Arizona Office Technologies (City Contract No. 2015-023)

Financial Impact

The copier purchase and service contract will be charged to the “Copy and Mail Center” in the Finance Department, which recovers costs from user departments monthly based on the per copy charges.

Recommended Action: MOVE to approve the purchase of a Xerox 7855 color copier with professional finisher from Arizona Office Technologies in the amount of \$11,344.25, and a five-year service contract (City Contract No. 2015-023).



COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 8-12-14

DEPARTMENT: Fire

AGENDA ITEM: Request for approval to submit grant application for the Western Wildland Urban Interface State Fire Assistance (SFA) Grant Program 2015 (Grants and General Fund)

Approved By:		Date:
Fire Chief:	Light, Dennis	07/21/2014
City Manager:	McConnell, Craig	08/04/2014

Item Summary

The Arizona Division of Forestry has published a request for grant applications for the 2015 cycle of SFA grants. Applications are due by August 15, 2014. The grant application must meet the following goals to be eligible:

- Reduce hazardous fuels and restore fire-adapted ecosystems
- Improve prevention and education in the WUI
- Community wildfire protection planning

The Fire Department is seeking permission to submit an application for this 50/50 grant in the amount of \$300,000.00, which includes the 50 percent local match of \$150,000.00, for fuels reduction work within the City. This is a reimbursable grant, meaning that work will be completed, expenditures made, and reimbursement requested at various stages of the work.

Funding through this grant will support the continuation of existing programmatic efforts to treat hazardous WUI fuels throughout Prescott, enforce the Wildland Urban Interface Code for new construction, and assist homeowner associations, the Hassayampa, Hidden Valley Ranch, Haisley Homestead, and The Ranch subdivisions as well as 15 additional existing Firewise communities, and others in high risk areas, to plan for the defense of wildfire.

Background

The Fire Department has utilized this particular grant program since 2001, treating approximately 25 percent of the community, establishing 19 Firewise communities or subdivisions utilizing a variety of tools including hand thinning and chipping, mechanical treatment, and limited prescribed fire. The Fire Department remains very active in the Prescott Area Wildland Urban Interface Commission to coordinate efforts for treating, disposing of debris, and providing public education and raising community awareness about available resources and effective measures that can be taken by property owners to reduce the risk of wildfire.

Financial Impact

Total grant match is \$150,000.00 if the request is fully funded. Many times the grants are reduced to spread the treatments out across the State, in which case the 50% match would be reduced to the same amount as that of the award. The FY 2015 Budget includes appropriations in the total amount of \$300,000.00 in the Grants Fund, as well as the \$150,000.00 (50%) local match in the General Fund.

Recommended Action: **MOVE** to approve the submission of a State Fire Assistance Grant Application for fuels reduction, education, planning, and prevention efforts.

MEETING DATE/TYPES: VOTING SESSION 8-12-2014

DEPARTMENT: Fire

AGENDA ITEM: Adoption of Resolution No. 4241-1450 approving renewal of an annual Intergovernmental Agreement with Yavapai County Emergency Services for unified emergency management (City Contract No. 2011-464-A3; General Fund)

Approved By:		Date:
Fire Chief:	Light, Dennis	07/15/2014
City Manager:	McConnell, Craig	07/30/2014

Item Summary

Annually the City of Prescott and the Yavapai County Office of Emergency Management (YCEM) enter into an Intergovernmental Agreement (IGA) establishing regional unified emergency management. The agreement sets forth groundwork for emergency management procedures and policies for the City and Yavapai County relating to disasters.

Background

The agreement renewal contains no substantive changes from the existing IGA. The City benefits from the services provided through the agreement and the related level of cooperation and support from Yavapai County which provides the region more rapid and efficient responses to disasters. YCEM provides technical assistance and resources in the event of an emergency as well as completing and submitting all reports required by state and federal agencies.

Benefits provided to the City during the past year include:

- Hazardous conditions notification (fire, flooding, wind storms, traffic accidents)
- Update of the Disaster Response Plan
- Completion of the Multi-Jurisdictional Hazard Mitigation Plan
- Completion of the Communities Wildland Protection Plan
- On call availability 24/7
- On call 24/7 alternative communications capability (Amateur Radio)

Agenda Item: Adoption of Resolution No. 4241-1450 approving renewal of an annual Intergovernmental Agreement with Yavapai County Emergency Services for unified emergency management (City Contract No. 2011-464-A3; General Fund)

- Monitor and assist with compliance on Homeland Security training and reporting mandates
- Homeland Security and emergency management training classes

Financial Impact

The annual cost of \$17,132.00 for services provided under this agreement is included in the General Fund budget, and is billed annually by Yavapai County.

Attachments

1. Resolution 4241-1450
2. Intergovernmental Agreement (City Contract No. 2011-464-A3)

Recommended Action: MOVE to adopt Resolution No. 4241-1450.

RESOLUTION NO. 4241-1450 ____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A RENEWAL OF THE EXISTING INTERGOVERNMENTAL AGREEMENT (“IGA”) WITH YAVAPAI COUNTY, THROUGH THE PRESCOTT FIRE DEPARTMENT AND THE YAVAPAI COUNTY OFFICE OF EMERGENCY MANAGEMENT, THAT ESTABLISHES UNIFIED EMERGENCY MANAGEMENT FOR THE TRI-CITY AREA; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

RECITALS:

WHEREAS, annually the City of Prescott Fire Department and the Yavapai County Office of Emergency Management enter into an Intergovernmental Agreement (“IGA”) that establishes unified emergency management for the tri-city area; and

WHEREAS, ARS §§11-951 and 11-952, and the Prescott City Charter authorize “public agencies” such as Prescott and Yavapai County to enter into intergovernmental agreements to contract for services and facilities; and

WHEREAS, it is in the best interests of the citizens of Prescott to enter into this IGA.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves entering into an IGA with Yavapai County that establishes unified emergency management for the tri-city area.

Section 2. THAT the City of Prescott will pay the total amount of \$17,132.00, billed annually, to Yavapai County for the services provided.

Section 3. THAT the Mayor and Staff are hereby authorized to execute an IGA between Prescott and Yavapai County for unified emergency management, and to take any and all steps deemed necessary to accomplish the above.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF
UNIFIED EMERGENCY MANAGEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____ 2014, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and the CITY OF PRESCOTT, a municipal corporation of the State of Arizona, hereinafter called "City" as follows:

WHEREAS the County has established an Office of Emergency Management and;

WHEREAS the County has the capability to manage a unified emergency management organization and;

WHEREAS the parties are empowered to enter into this agreement pursuant to ARS " 11-952, 26-307, and 26-308.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The County and the City shall establish a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of enemy attack upon the United States of America and/or in the event of any peacetime natural, technological, or manmade emergency or disaster within the County or City. See Attachment A for list of definitions. See Attachment B for a comprehensive list of services provided.
2. The unified emergency management organization is hereby designated as the Yavapai County Joint Office of Emergency Management.
3. The County will perform the following services with the City:
 - a. Include emergency operations of the City in the County Disaster Response Plan (DRP) covering emergencies and disasters;
 - b. Aid and advise the City with regards to training of employees that may be responsible for emergency management duties;
 - c. Review the City Disaster Response Plan for completeness, compatibility and compliance with the National Incident Management System (NIMS), County Disaster Response Plan, State Emergency Operations Plans and provide improvements and updates as necessary.

- d. Provide assistance to the City to develop/update emergency management plans, procedures, and programs in each of the following areas, such list not to be exclusive: Continuity of Government, Direction and Control, Law and Order, Fire Services, Emergency Evacuation, Shelter, Public Services, Recovery, Mitigation, Persons with Special Needs, Radiological Safety, Warning and Public Information, Transportation, Communications, Mass Care and Mass Casualty. The above plans and programs will be coordinated with and approved by the various City departments effected by said plans and programs;
- e. Assist the City with developing and/or updating a current inventory of all equipment and supplies available in the City for use in the event of any disaster;
- f. Provide a current inventory of all equipment and supplies available in the County to assist the City in the event of any disaster;
- g. Provide technical assistance in obtaining Federal or State funds which may become available to the City for emergency services purposes, and in the acquisition of surplus or other property for emergency services purposes by the City;
- h. Complete and submit all report requirements emanating from State or Federal Government Agencies;
- i. In the event of disaster confined to the City, provide emergency assistance as requested, within the limits of the ability of the County to so provide, and coordinate assistance furnished by other agencies in accordance with mutual aid agreements, State and/or Federal laws.

4. That the City shall:

- a. By this agreement become a member of the Yavapai County Joint Office of Emergency Management;
- b. Appoint an Emergency Management Coordinator who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the chief executive officer or governing body. Upon request by City officials, the county will provide assistance with emergency management under normal and/or emergency or disaster conditions.
- c. Accept joint responsibility to maintain and keep current the Yavapai County Disaster Response Plan and Guides as it relates to the City;
- d. Accept responsibility to maintain and keep current the City Disaster Response Plan

and Guides;

- e. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the City;
- f. Budget and contribute to the County for the fiscal year commencing July 1, 2014 and ending June 30, 2015, the sum of \$17,132.00.

5. It is hereby mutually agreed:

- a. The Yavapai County Office of Emergency Management will include representation of all signatory parties;
- b. The Yavapai County Office of Emergency Management shall be comprised of a County Director appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;
- c. The County Emergency Management Director who is and shall be appointed by the Yavapai County Board of Supervisors, shall act as the Director of the Yavapai County Joint Office of Emergency Management;
- d. The term of this agreement is for one year commencing July 1, 2014, and may be extended from year to year by mutual agreement of the parties prior to June 30 of the term, stating the compensation to be paid for service during such extended term and other charges;
- e. Pursuant to ARS ' 38-511, the parties 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 that party 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, that party may further elect 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 that party from any other party to the agreement arising as a result of this agreement.

YAVAPAI COUNTY

A political subdivision of the State of Arizona

By: _____ Date: _____

ROWLE P. SIMMONS

Chairman, Board of Supervisors

ATTEST:

_____ Date: _____

ANNA WAYMAN-TRUJILLO

County Clerk

Pursuant to ARS ' 11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

_____ Date: _____

JACK FIELDS

Deputy County Attorney

CITY OF PRESCOTT

A municipal corporation of the State of Arizona

By: _____ Date: _____

MARLIN KUYKENDALL

Mayor

ATTEST:

_____ Date: _____

DANA DELONG

City Clerk

Pursuant to ARS ' 11-952 (D), the undersigned City Attorney has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Prescott.

_____ Date: _____

JOHN PALADINI

City Attorney

Attachment A

LIST OF DEFINITIONS

"EMERGENCY," as defined in ARS ' 26-301, means the existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of the county, city, or town, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of such political subdivision as determined by its governing body and which require the combined efforts of other political subdivisions.

"DISASTER," as defined in Section 102, Public Law 93-288, means any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to state and local governments under the Disaster Relief Act of 1974.

Attachment B

Yavapai County

EMERGENCY MANAGEMENT / HOMELAND SECURITY

Services provided by County Emergency Management/Homeland Security under the IGA for the establishment of unified Emergency Management:

SERVICES:

- ☐ 24/7 Real Time Hazard Alert/notifications/bulletins
- ☐ 24/7 Emergency alternative communications capability
- ☐ Emergency/Disaster Response & Recovery Notification, Operations, Coordination and Staff augmentation
- ☐ Disaster Response Plan, Continuity Plan development and maintenance
- ☐ Homeland Security Grant Participation
- ☐ Risk/Hazard Analysis
- ☐ Staff Training (EOC, Disaster Plan, Continuity Plans)
- ☐ Liaison to State and Federal Resources
- ☐ Public Education Program development and implementation assistance
- ☐ Hazard mitigation analyses and plan development
- ☐ Exercise Development/Training/Implementation/Evaluation
- ☐ Emergency Management, NIMS, Homeland Security Training
- ☐ EPA/LEPC Representation
- ☐ Special Studies/Projects
- ☐ Damage Assessments
- ☐ Provide brochures, booklets, pamphlets, checklists or other information in support of local Emergency Management issues or initiatives
- ☐ Other Emergency Management support as needed

RATE: \$.43 per person, per year based on the 2010 census.

MEETING DATE/TYPES: VOTING SESSION 8-12-14

DEPARTMENT: City Clerk

AGENDA ITEM: Adoption of Resolution No. 4239-1448 authorizing the City Clerk to enter into an Intergovernmental Agreement (IGA) with the Yavapai County Board of Supervisors and the Yavapai County Recorder for the 2015 Primary, General, and Special Elections (City Contract No. 2015-015)

Approved By:		Date:
City Clerk:	DeLong, Dana	07/30/2014
City Manager:	McConnell, Craig	07/30/2014

Item Summary

The City Clerk requests authorization to enter into an IGA with the Yavapai County Board of Supervisors and the Yavapai County Recorder for elections services regarding City Elections to be held in 2015.

Background

In November 2015, the terms of three Council members and the Mayor will expire. It is also anticipated that there will be a ballot question asking the voters to approve the City's General Plan. The attached resolution authorizes the City to enter into an IGA with the Yavapai County Board of Supervisors and the Yavapai County Recorder for services that will be required to conduct the election.

The initial term of the IGA will expire on December 31, 2015. The IGA will automatically be renewed for successive one-year terms and will continue in full force and effect until terminated by mutual agreement.

Legal Impact

The form of the IGA is provided by the County Elections Department, and is not revisable per Department policy (i.e., the County provides this form of IGA to 84 separate jurisdictions). However, the County Elections Department has acknowledged that Prescott holds its candidate elections in the Fall of odd-numbered years pursuant to its Charter (Prescott City Charter Art. IX). The County also is aware that Prescott is currently a plaintiff in litigation challenging the constitutionality of certain parts of A.R.S. §16-204 that require local candidate elections to be held in the Fall of even-numbered years

Agenda Item: Adoption of Resolution No. 4239-1448 authorizing the City Clerk to enter into an Intergovernmental Agreement (IGA) with the Yavapai County Board of Supervisors and the Yavapai County Recorder for the 2015 Primary, General, and Special Elections (City Contract No. 2015-015)

(Navajo County Superior Court Case No. CV201300459) and that enforcement of such provision is stayed by way of a stipulation between Prescott and the State of Arizona.

Financial Impact

The County will conduct 2015 elections via vote-by-mail. The fees for election services are set forth in the most current fiscal year Elections/Voter Registration section of the Yavapai County Special Districts Fee Schedule. For a vote-by mail election in 2015, the County will charge a flat fee of \$2.75 per registered voter.

The County has established a discounted fee rate for jurisdictions that provide assistance, meeting sites free of charge or rent, or other services for County administered elections. The amount of the discount offered by the County is \$0.25 per registered voter. Listed below are the services identified by the County that qualify for the discounted fee rate. If the City would like to receive a discounted fee rate, performance of two of the services will be required.

1. The jurisdiction will serve as a ballot drop-off site for any election that the County requests.
2. The jurisdiction will serve as a ballot replacement site for any election that the county requests. Duties include: supplying replacement ballots and/or affidavit envelopes to voters; auditing and logging replacement ballots; verifying correct voter registration; and securing all ballots.
3. The jurisdiction agrees to provide at least one vote center or poll worker training site at no charge for any statewide or countywide election cycle. Vote centers and training sites are subject to review by the County.
4. The jurisdiction agrees to provide at least five poll workers or two Election Day Technicians (EDTs). A poll worker must be able to perform any of the following duties: voter check-in; ballot distribution; voter assistance; equipment setup; and/or poll worker supervision. An EDT provides information technology support to poll workers. Such workers will be trusted employees of the jurisdiction who are eligible to serve as poll workers or EDTs. Poll workers and EDTs will receive from the jurisdiction the normal compensation for the position worked.
5. The jurisdiction agrees to act as a conditional provision ID check site in accordance with A.R.S. §16-584 at no cost to the County. The check involves verifying a voter's identification when they have not provided sufficient ID at their vote center. This will be required for 3 to 5 business days after the election day for any vote center election.

It is recommended that the City agree to provide Services 1 and 2 in order to qualify for the County's discounted rate.

Agenda Item: Adoption of Resolution No. 4239-1448 authorizing the City Clerk to enter into an Intergovernmental Agreement (IGA) with the Yavapai County Board of Supervisors and the Yavapai County Recorder for the 2015 Primary, General, and Special Elections (City Contract No. 2015-015)

Attachments

1. Resolution No. 4239-1448
2. Election Services IGA

Recommended Action (separate motions): (1) MOVE to receive the County's discounted election rate by serving as a ballot drop-off site, and as a ballot replacement site; **and (2) MOVE** to adopt Resolution No. 4239-1448.

RESOLUTION NO. 4239-1448

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FOR ELECTION SERVICES

RECITALS:

WHEREAS, the Council of the City of Prescott ("City") wishes to enter into an Intergovernmental Agreement ("IGA") with Yavapai County for election services; and

WHEREAS, the City has authority to enter an IGA with Yavapai County pursuant to its Charter, A.R.S. §11-952; A.R.S. §15-302(A)(7)&(8); A.R.S. §16-205(C); A.R.S. §16-255; and A.R.S. §16-408(D); and

WHEREAS, entering into an IGA with Yavapai County for election services will be in the best interests of the health, safety, and welfare of the City.

ENACTMENTS:

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

Section 1. THAT, the City Council hereby approves an IGA with Yavapai County (City Contract No. 2015-015) for election services.

Section 2. THAT, the Mayor and staff are hereby authorized to sign the IGA with Yavapai County (City Contract No. 2015-015) for election services.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES

City Contract 2015-015

THIS AGREEMENT, by and between the YAVAPAI COUNTY BOARD OF SUPERVISORS and the YAVAPAI COUNTY RECORDER (collectively the “COUNTY”) and _____, (the “JURISDICTION”).

WHEREAS, pursuant to A.R.S. §§11-952, 15-302(A)(7) and (8), 16-205(C), 16-225, or 16-408(D), the governing body of any election district authorized to conduct an election may enter into an agreement with a County Board of Supervisors and County Recorder for election services with the contracted cost of such election to be a charge against the election district; and

WHEREAS, the COUNTY is willing to provide election services to election districts wishing to conduct vote-by-mail elections, but, with the exception of state primary and general elections, will not provide election services to districts wishing to conduct vote center elections unless a vote center election is expressly required by state or federal statute; and

WHEREAS, the JURISDICTION wishes to enter into an agreement with the COUNTY for the provision of elections services subject to the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Provision of Election Services.** The COUNTY hereby agrees to provide election services to the JURISDICTION for all consolidated election dates set forth by A.R.S. §16-204 during the effective term of this Agreement. The Agreement shall apply to all categories of elections including, but not limited to, primary, general, and special elections. Services to be provided by the COUNTY, and those that remain the responsibility of the JURISDICTION, are set forth in the Elections Task Schedule attached to this Agreement as Exhibit 1.
- 2. Limitation on Eligible Elections.** It is understood and agreed that the services to be provided pursuant to this Agreement shall be provided exclusively for vote-by-mail elections with the exception of state primary and general elections and elections expressly required by state or federal statute to be conducted at vote centers. It shall be the responsibility of the JURISDICTION to establish the legal basis for a requirement that an election is required by state or federal statute to be conducted at vote centers. The COUNTY may, in its sole discretion, decline to provide services for any election that it concludes is not required to be conducted at vote centers. The COUNTY will not provide services for exclusively vote-by-mail elections during the state primary and general elections.
- 3. Special Taxing Districts.** As provided in A.R.S. §§48-802(D)(4), 48-1012(E), 48-1082(E), 48-1092(E), 48-1908(C), and 48-2010(A), if the number of candidates is less than or equal to the number of vacancies, the Yavapai County Board of Supervisors may cancel the election for the position and appoint the person(s) who filed the nominating petition(s) to fill the position(s).

4. Compensation.

- a. **Fees.** The JURISDICTION shall compensate the COUNTY for election services provided pursuant to this Agreement in accordance with the fees set forth in the most current fiscal year Election/Voter Registration section of the Yavapai County Special Districts Fee Schedule posted online at www.yavapai.us. The fee schedule is for base services only. Any additional services required by the JURISDICTION will result in additional charges. Additional services include, but are not limited to, the following: hand count audit, court preparation, court appearances, supplemental mailings, recounts, or any service which will cause the COUNTY to incur increased costs or expenses. In the event that additional services are requested, the JURISDICTION should refer to unit and hourly pricing information as set forth on the fee schedule. The COUNTY reserves the right to adjust election service fees annually or otherwise at any time during the effective term of this Agreement notice of which will be posted on the COUNTY's website. Revised schedules will supersede prior schedules and be incorporated into this Agreement in effect at the time of revision.
- b. **Late Fees.** Payment for all costs associated with the provision of services pursuant to this Agreement shall be made in full no later than 30 days following the date of the election. In the event that the required payment is not made by the due date deadline specified herein, the COUNTY shall impose a late charge of 2% of the unpaid balance for each 30-day period or portion thereof following the specified deadline for which any portion of the required payment, including unpaid late charges, remains unpaid.
- c. **Termination.** Failure to make payments as required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 8 of this Agreement.

- 5. **Discounts.** The COUNTY has established a discounted fee rate for JURISDICTIONS that provide assistance, meeting sites free of charge or rent, or other services for COUNTY-administered elections.

- ☐ The JURISDICTION has elected to decline to receive discounted rates for providing assistance, meeting sites free of charge or rent, or other services.
- ☐ The JURISDICTION has elected to receive these discounted rates subject to the terms and conditions set forth herein and will provide the two services indicated below.

- a. **Services the JURISDICTION Will Provide.** The JURISDICTION and the COUNTY agree that the following two checked services will be provided by the JURISDICTION as consideration for the COUNTY's provision of election services at the discounted rates as set forth in the Special Districts Fee Schedule posted online at www.yavapai.us.

JURISDICTION will provide (check 2)	Service	COUNTY Approval (Initials)
☐	The JURISDICTION will serve as a ballot drop-off site for any election that the COUNTY requests. Duties are outlined in Exhibit 2.	____ ____
☐	The JURISDICTION will serve as a ballot replacement site for any Election that the COUNTY requests. Duties include: supplying replacement ballots and/or affidavit envelopes to voters, auditing and logging replacement ballots, verifying correct voter registration, and securing all ballots.	____ ____
☐	The JURISDICTION agrees to provide at least one vote center or poll worker training site at no charge for any statewide or countywide election cycle. Vote centers and training sites are subject to review by the COUNTY.	____ ____
☐	The JURISDICTION agrees to provide at least five poll workers or two Election Day Technicians (EDTs). A poll worker must be able to perform any of the following duties: voter check-in, ballot distribution, voter assistance, equipment setup, and/or poll worker supervision. An EDT provides information technology support to poll workers. Such workers will be trusted employees of the JURISDICTION who are eligible to serve as poll workers or EDTs. Poll workers and EDTs will receive from the JURISDICTION the normal compensation for the position worked.	____ ____
☐	The JURISDICTION agrees to act as a conditional provisional ID check site in accordance with A.R.S. §16-584 at no cost to the COUNTY. This check involves verifying voters' identification when they have not provided sufficient ID at their vote center. This will be required for 3 to 5 business days after election day for any vote center election.	____ ____

- b. Advance Notice.** The COUNTY hereby agrees to provide the JURISDICTION with at least 30 days notice of any election where the services agreed to above are required.
- c. Discounted Fee Rates; Adjustment of Fees.** The COUNTY hereby agrees to provide election services to the JURISDICTION at the discounted fee rate for all consolidated election dates during the effective term of this Agreement. The Agreement shall apply to all categories of elections including, but not limited to primaries, generals, and special elections. The COUNTY reserves the right to adjust election service fees

and discounts annually or otherwise at any time during the effective term of this Agreement notice of which will be posted on the COUNTY's website. Revised schedules will supersede prior schedules and be incorporated into the Election Services Agreement in effect at the time of revision. Failure by the JURISDICTION to provide the agreed-upon services selected under this Agreement shall result in the discounted fee rate being null and void.

6. **Conduct of Elections.** While the COUNTY will use its best efforts to provide election services pursuant to this Agreement in a capable and competent manner, it shall ultimately be the responsibility of the JURISDICTION to confirm that all legal requirements have been met and that all other activities related to a given election are carried out as required. The COUNTY will provide to the JURISDICTION, in advance, all forms, schedules, documents, and other information pertaining to each election conducted pursuant to this Agreement for the JURISDICTION's review and approval. The JURISDICTION shall provide to the COUNTY all informational materials or other election-related documents generated by the JURISDICTION for review and approval by the COUNTY prior to the distribution of such materials or documents.
7. **Term of Agreement.** The initial term of this Agreement shall expire on December 31, 2015. Thereafter, the Agreement shall be automatically renewed for successive one-year terms and shall continue in full force and effect until terminated as provided herein.
8. **Termination**
 - a. **Unilateral Termination.** This Agreement may be terminated by either Party upon 30 days written notice to the other Party of intent to terminate, provided, however, that the Agreement may not be unilaterally terminated by either party within 90 days of the date of an election for which the COUNTY would otherwise be providing services pursuant to this Agreement.
 - b. **Termination by Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the Parties.
 - c. **Termination for Breach.** In the event of a breach of any term or condition of this agreement, the Party claiming breach shall provide written notice to the other Party specifying the factual basis for the claim that a breach has occurred. If the breach is not remedied within fifteen (15) days after notice is mailed to the Breaching Party at the address provided herein, the Non-breaching Party may terminate this Agreement without further notice.
9. **Conflict of Interest.** This Agreement is subject to the cancellation provisions of A.R.S. §38-511.
10. **Non-Discrimination.** The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that

applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

- 11. E-Verify; Government Procurement.** The Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). The Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

The Parties retain the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

- 12. Worker’s Compensation.** For purposes of workers’ compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific intergovernmental agreement, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. §23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the public notice required.

- 13. Indemnification.** Each Party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of or as a result of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this Paragraph shall survive the termination of this Agreement.

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14. Contact Information. Communications regarding services provided pursuant to this Agreement shall be directed to the following:

COUNTY:

Lynn Constabile

Yavapai County Elections Director

1015 Fair Street, Room 228

Prescott, AZ 86305

Phone: (928) 771-3250

E-mail: web.elections@yavapai.us**JURISDICTION:**

Contact: _____

Title: _____

Mailing Address: _____

Phone: _____

E-mail: _____

APPROVALS**COUNTY:****JURISDICTION:**_____
Leslie Hoffman, County Recorder

Date

Name

Date

Lynn A. Constabile, Elections Director

Date

Title

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to the COUNTY.

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to the JURISDICTION.

Deputy County Attorney

Date

Legal Counsel for the JURISDICTION

Date

Exhibit 1

INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES
ELECTIONS TASK SCHEDULE

Responsibilities for the conduct of elections pursuant to the Yavapai County Election Services Agreement are allocated as follows:

TASK	TO BE PERFORMED BY:	
	County	Jurisdiction
If applicable, obtain pre-clearance of election changes from Department of Justice (Copy of submission to be forwarded to the COUNTY)		X **
Publish Call of Election (May be forwarded to the COUNTY for review)		X *
Publish Legal Advertising, Notices, etc. (May be forwarded to the COUNTY for review)		X *
Approve final ballot proof (Required JURISDICTION signoff)		X **
Attend and certify official Logic and Accuracy (L&A) Test		X
If applicable, submit agenda item to County Board of Supervisors for election cancellation	X	
Order ballots (Invoices will be sent directly to jurisdiction for all elections except biennial Primary and General)	X	
If applicable, obtain vote centers and poll workers	X	
Publish Logic & Accuracy Test notice	X	
Perform Logic & Accuracy Test	X	
Mail Vote by Mail Ballots and Early Ballots	X	
Process ballots which includes testing, tabulation, and audit	X	
Perform signature verification on ballot affidavits and provisional ballots	X	

** For a countywide election, the COUNTY is responsible for this task.*

*** For a countywide election, the JURISDICTION is only responsible for its portion.*

PERFORMANCE OF TASKS AS OUTLINED ABOVE MAY HAVE SIGNIFICANT IMPACTS ON THE CONDUCT OF AN ELECTION AND MAY HAVE SIGNIFICANT LEGAL CONSEQUENCES AS WELL. PARTICIPATING JURISDICTIONS ARE ADVISED TO:

1. CAREFULLY REVIEW THE ALLOCATION OF TASKS AND TO DIRECT ANY QUESTIONS TO THE COUNTY CONTACT.
2. MAINTAIN CLOSE CONTACT WITH THE YAVAPAI COUNTY ELECTIONS DEPARTMENT PRIOR TO, DURING, AND AFTER ELECTIONS.
3. REFER ANY QUESTIONS REGARDING ELECTION-RELATED LEGAL ISSUES TO THE JURISDICTION'S LEGAL COUNSEL.

Exhibit 2

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES
BALLOT DROP BOXES**

JURISDICTIONS who are provided with COUNTY ballot drop boxes hereby agree to the following additional responsibilities:

1. The COUNTY will issue ballot drop box keys to the JURISDICTION. These keys remain COUNTY property and must not be duplicated. The JURISDICTION agrees to keep keys in a secure location and allow only authorized staff or COUNTY-designated employees access to keys.
2. The JURISDICTION shall “open” all COUNTY ballot boxes on the first day of early voting as instructed by the COUNTY, depending on the specific election.
3. The JURISDICTION shall maintain and check for ballots in all COUNTY ballot boxes periodically throughout the early voting period and on election night at 7 p.m.
4. The JURISDICTION shall promptly notify the COUNTY if a ballot box is at risk of becoming full and a ballot pickup needs to be scheduled.
5. The JURISDICTION shall “close” and secure all COUNTY ballot boxes from accepting any more ballots promptly at 7:00 p.m. on election night.
6. The JURISDICTION may be instructed to call the COUNTY with the number of ballots dropped off on election night, depending on the specific election.
7. The JURISDICTION shall promptly report to the COUNTY any damage and/or graffiti to the COUNTY ballot drop box.
8. The JURISDICTION shall provide written, advance notice to the COUNTY of any additional uses of the COUNTY ballot drop boxes.

MEETING DATE/TYPES: VOTING SESSION 8-12-14

DEPARTMENT: Recreation Services

AGENDA ITEM: Adoption of Ordinance No. 4897-1435 Granting a Utility Easement to Arizona Public Service Company at Heritage Park

Approved By:		Date:
Director:	Baynes, Joe	07/30/2014
City Manager:	McConnell, Craig	08/07/2014

Item Summary

Arizona Public Service Company is requesting a utility easement necessitated by electrical repairs within and benefitting the City's Heritage Park.

Background

In late Spring 2014, Arizona Public Service Company (APS) identified a faulted underground cable within Heritage Park that provides electrical power to the park and residential properties to the east. A new underground electrical line was installed to the north of the faulted location. In order for APS to complete the relocation project, a utility easement from the City for the relocated electrical line is necessary. Exhibits A and B provide the details of the location and requested easement.

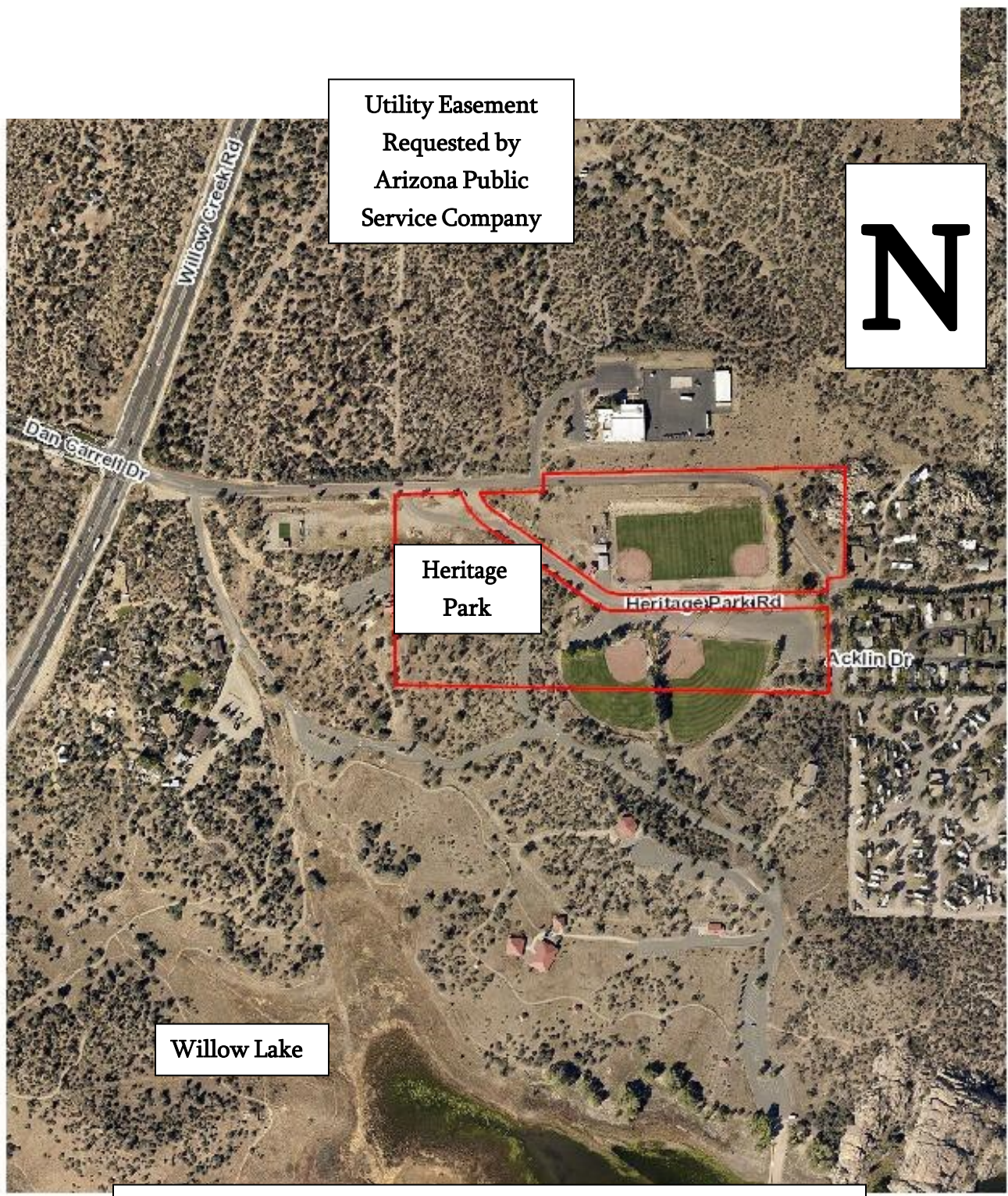
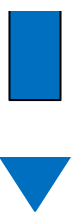
Financial Impact

None. The easement is being conveyed to APS by the City at nominal cost (\$1.00).

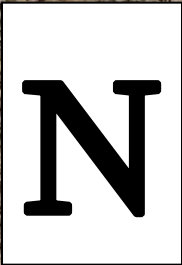
Attachments

1. Utility Easement Location Map
2. Ordinance No. 4897-1435
3. Utility Easement

Recommended Action: MOVE to adopt Ordinance No. 4897-1435.



Utility Easement
Requested by
Arizona Public
Service Company



Heritage
Park

Willow Lake



Utility Easement Location Map

portion of the
information should be considered to be, or used as, a legal document. The information is provided subject to the express
condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the
use of this data.

Map printed on: 7.28.2014

ORDINANCE NO. 4897-1435

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, GRANTING A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE (APS) AT HERITAGE PARK.

WHEREAS, the City Council of the City of Prescott has determined that the granting of a utility easement to APS, more particularly described in the attached Exhibit 1, would benefit the City of Prescott; and

WHEREAS, the granting of said utility easement described in Exhibit 1 is compliance with the Prescott City Charter and A.R.S. §28-7201, et seq.

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

SECTION 1. THAT a utility easement to Arizona Public Service, as more particularly set forth in Exhibit 1, attached hereto and made a part hereof, is hereby granted.

SECTION 2. THAT the attached grant of easement (Exhibit 1) is hereby ordered to be executed and recorded in the Office of the Yavapai County Recorder, Arizona.

SECTION 3. THAT the Mayor and staff are hereby authorized to execute any and all documents in order to carry out the conveyances as set forth herein.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

APS FOLDER
NW - 11 - 14N - 2W
34.613706, -112.440924
APN: 106-09-00SA
NWP-14-45
WA165050
PJF - JBC

Utility Easement Heritage Park

UTILITY EASEMENT

City of Prescott, a Municipal corporation, (hereinafter called "Granter"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Granter, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

NW - 11 - 14N - 2W
34.613706, -112.440924
APN: 106-09-00SA
NWP-14-45
WA165050
PJF - JBC

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Granter shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Granter install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Granter shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Granter reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Granter shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

NW - 11 - 14N - 2W
34.613706, -112.440924
APN: 106-09-00SA
NWP-14-45
WA165050
PJF - JBC

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, City of Prescott, a Municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this _____ day of _____, 201_.

City of Prescott

By: _____
(Printed Name) - Grantor

Its: _____
(Title)

(Signature) - Grantor

STATE OF

County of _____ } SS.
_____ }

_____ This instrument was acknowledged before me this _____ day of _____, 201_ by _____
(Printed Name) - Grantor

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

NW - 11 - 14N - 2W
34.613706, -112.440924
APN: 106-09-00SA
NWP-14-45
WA165050
PJF - JBC

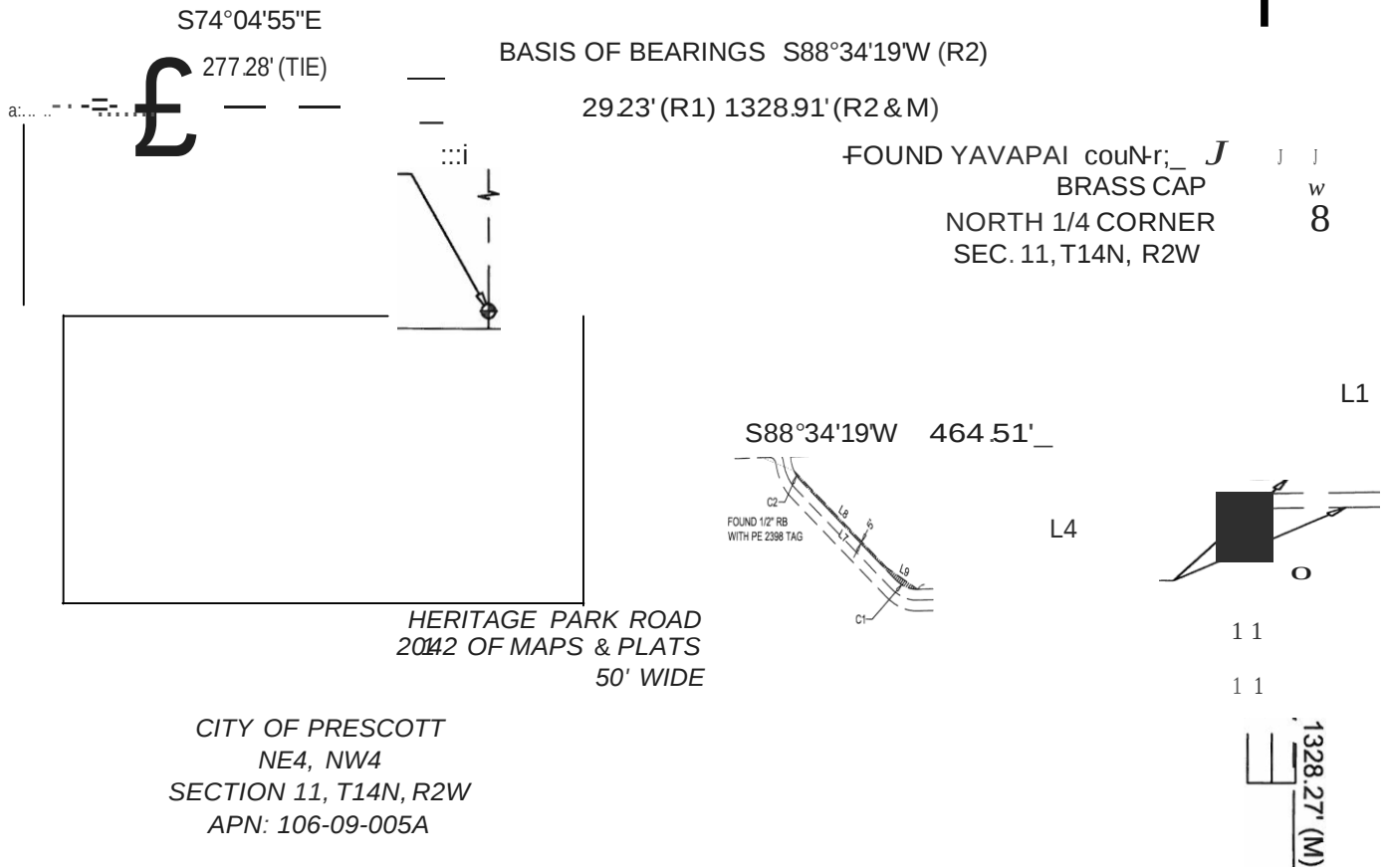
EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

The Northeast Quarter of the Northwest Quarter of Section 11, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT



LEGEND	
rz2/ZZI	EASEMENT AREA
---	PROPERTY LINE
(R1)	RECORD INFO. PER 20/42 OF MAPS & PLATS
(R2)	RECORD INFO. PER 54/72 OF LAND SURVEYS
(M)	MEASURED VALUES

FOUNYAVAPAI COUNTY
BRASS CAP
CENTER NORTH 1/16TH
SEC. 11, T14N, R2W
W#: WA105030
DATE: 06/06/14
NW 1/4 SEC. 11, T 14 N, R 2 W
SCALE: 1"=200'
R/W: FRAHER
SURVEY: FRAHER, COMBS
DRAWN BY: FRAHER

EXHIBIT "B"

LINE & CURVE DATA TABLES

Line Table		
LINE	BEARING	LENGTH
L1	S00° 18' 45"E	10.92
L2	S89° 36' 19"W	5.69
L3	S69° 08' 10"W	161.15
L4	S88° 34' 19"W	30.05
LS	N69° 08' 10"E	193.95
L6	N89° 41' 15"E	5.02
L7	N54° 17' 41"W	391.99
L8	S54° 17' 41"E	380.78
L9	S64° 22' 23"E	115.10

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	125.00'	80.68'	36°58'44"	N72°47'03"W	79.28'
C2	75.00'	27.54'	21°02'22"	N43°46'30"W	27.39'

W#: WA 165050
 DATE: 06/06/14
NW 1/4 SEC 11 T 14 N R 1.Y:!
 SCALE: 1"=200'
 R/W: FRAHER
 SURVEY: FRAHER. COMBS
 DRAWN BY: FRAHER ---

MEETING DATE/TYPES: VOTING SESSION 8-12-14

DEPARTMENT: City Attorney

AGENDA ITEM: Adoption of Ordinance No. 4894-1432 amending Prescott City Code Title IX, Chapter 1, Section 8, Prescott Traffic Code

Approved By:		Date:
City Attorney:	Paladini, Jon	07/23/2014
City Manager:	McConnell, Craig	07/30/2014

Item Summary

This item will amend Prescott City Code Title IX, Chapter 1, Section 8, by adopting a new subsection (C) which prohibits parking in front or within ten feet (10') of any mailbox under certain circumstances.

Background

Complaints have been received by the City regarding vehicles parked in front of mailboxes impeding the delivery of U.S. mail. This Ordinance, which amends the parking provisions of the Prescott City Code, will prohibit parking in front of, or within ten feet (10') of, any mailbox, if such parking interferes with the delivery of the mail. Adoption of the Ordinance will help control a current nuisance and ensure timely and efficient delivery of the U.S. mail.

Attachments

1. Ordinance No. 4894-1432

Recommended Action: MOVE to adopt Ordinance No. 4894-1432.

ORDINANCE NO. 4894-1432

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA AMENDING TITLE IX, CHAPTER 1, SECTION 8, OF THE PRESCOTT CITY CODE BY ADOPTING NEW SUBSECTION (C), THEREOF

RECITALS:

WHEREAS, parking in front of mailboxes has become a nuisance within the City of Prescott, based on the number and frequency of complaints received; and

WHEREAS, the Council of the City of Prescott finds it necessary to control or discourage this nuisance within the City to ensure mail is delivered timely and efficiently.

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

THAT new subsection (C) of Title IX, Chapter 1, Section 8 of the Prescott City Code is hereby adopted as follows:

(C) It shall be unlawful to park a vehicle within ten feet (10') of a curbside, residential mailbox between the hours of 8:00 a.m. and 5:00 p.m. on any day scheduled for regular mail delivery by the United States Postal Service, excluding Sundays and State and Federal holidays when there is no regular mail delivery service, when such parking actually interferes with the delivery of mail. For the purpose of this section, "Park" or "Parking" shall be defined as the standing of a vehicle, whether occupied or not, other than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 12th day of August, 2014.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

MEETING DATE/TYPES: VOTING SESSION 8-12-14

DEPARTMENT: Public Works

AGENDA ITEM: Approval of a one-year contract extension to Duke's Root Control in the amount of \$109,273.00 (City Contract No. 2012-223A1; FY2015 Sewer Fund)

Approved By:		Date:
Director:	Hash, Henry	07/16/2014
City Manager:	McConnell, Craig	08/01/2014

Item Summary

This item is to award a one-year extension to the existing contract with Duke's Root Control for the application of a specialized herbicide to kill root growth in the sanitary sewer system.

Background

Root growth in the Wastewater Collection Systems is a common occurrence. Roots cause blockages, pipe fractures and system failures that result in sanitary sewer overflows, property damage and increased maintenance expenses.

The purpose of this contract is to apply a specialized herbicide to predetermined areas within the City's sanitary sewer system where root intrusion has been identified through closed circuit television inspection. The herbicide kills the existing root up to 18-inches outside of the sewer line and inhibits re-growth for up to two years without harming the vegetation producing the roots. The focus of the extension is to treat sewer lines in the Willow Lake Estates area and to target "hot spots" where heavy root growth has contributed to sanitary sewer overflows.

Duke's Root Control carries a two-year guarantee against any sewer stoppages caused by live tree roots and provides an additional three-year guarantee if the line is retreated within 30 months of the initial treatment. If the product fails to prevent re-growth within the guarantee period, a retreatment is performed at no charge in accordance with the guarantee.

Agenda Item: Approval of a one-year contract extension to Duke's Root Control in the amount of \$109,273.00 (City Contract No. 2012-223A1; FY2015 Sewer Fund)

Duke's Root Control was awarded a two-year contract with an initial term of June 2012 through June 2014. The contract terms allow for two additional one-year extensions of the contract under the same terms and conditions.

Schedule

The work included in the extension is scheduled to commence in October 2014 and take 2-3 weeks for completion.

Financial Impact

FY 2015 funding is available in the Sewer Fund.

Attachments

1. Dukes Root Control Letter of Agreement

Recommended Action: MOVE to approve a one-year contract extension to Duke's Root Control in the amount of \$109,273.00 (City Contract No. 2012-223A1).



1020 Hiawatha Blvd., West
Syracuse, NY 13204-1131
1-800-44-ROOTS
(315) 472-4781
Fax (315) 475-4203

May 14, 2014

Scott J. Gregorio
Wastewater Superintendent
City of Prescott
1505 Sundog Ranch Road
Prescott, AZ 86301

RE: Sewer Line Chemical Root Control
Contract Extension

Dear Mr. Gregorio:

Duke's Root Control Inc. hereby agrees to provide our services to the City of Prescott, AZ according to the same terms, conditions and prices as outlined in the original contract for one additional year.

Thank you for considering Duke's for your root control needs. We look forward to being of service to the City of Prescott.

Sincerely,

William J. Anderson
Vice President

MEETING DATE/TYPES: VOTING SESSION 8-12-14

DEPARTMENT: Public Works

AGENDA ITEM: Award of contracts to five vendors to provide waterworks parts and materials budgeted in the Water Fund in FY 2015: Dana Kepner Co. Inc., in the amount of \$53,000.00 (City Contract No. 2015-016); HD Supply in the amount of \$83,000.00 (City Contract No. 2015-017); Peoria Winnelson in the amount of \$15,000.00 (City Contract No. 2015-018); Farnsworth Wholesale in the amount of \$50,000.00 (City Contract No. 2015-019); and AZ Waterworks in the amount of \$40,000.00 (City Contract No. 2015-020)

Approved By:

Date:

Director:	Hash, Henry	07/16/2014
City Manager:	McConnell, Craig	08/04/2014

Item Summary

This item is for award of one-year contracts to five separate vendors for the supply of waterworks materials and parts necessary to maintain the City's water distribution system. Since approximately 250 unique items were included in the bid documents, it was anticipated that one vendor would not submit pricing for all items, so the acceptance of multiple contracts was included in the bid documents to ensure competitive pricing on all items.

Background

The City's water distribution system requires a wide range of waterworks materials and parts to maintain reliability of the system. In the past, individual quotes were obtained as needed to receive pricing on materials and parts. This was time consuming and difficult to track departmental expenses. A more efficient procurement method of multiple contracts has proven successful.

Bid Results

On June 1, 2014, and June 8, 2014, a solicitation for bids was published. Bids were received on June 26, 2014 from Dana Kepner; Ferguson Waterworks; Peoria Winnelson; Arizona Water Works; HD Supply; and Farnsworth Wholesale. Each of the six bidders was low on various parts and materials, as highlighted in the attached bid schedule.

Agenda Item: Award of contracts to five vendors to provide waterworks parts and materials budgeted in the Water Fund in FY 2014: Dana Kepner Co. Inc., in the amount of \$53,000.00 (City Contract No. 2015-016); HD Supply in the amount of \$83,000.00 (City Contract No. 2015-017); Peoria Winnelson in the amount of \$15,000.00 (City Contract No. 2015-018); Farnsworth Wholesale in the amount of \$50,000.00 (City Contract No. 2015-019); and AZ Waterworks in the amount of \$40,000.00 (City Contract No. 2015-020)

Ferguson Waterworks was low bidder on one (1) item that is within administrative approval authority.

Bids from all other respondents include advantageous pricing on the various parts and materials. The individual bid item unit prices were evaluated with historical departmental requirements to determine the respective award amounts.

Financial Impact

Funding is included in the FY2015 Water Fund budget for waterworks parts and materials.

Attachments

1. Waterworks Bid Tabulation

Recommended Action (one motion): MOVE to award unit price contracts to:

- (1) Dana Kepner Co. Inc., in the amount of \$53,000.00 (City Contract No. 2015-016)
- (2) HD Supply, in the amount of \$83,000.00 (City Contract No. 2015-017)
- (3) Peoria Winnelson, in the amount of \$15,000.00 (City Contract No. 2015-018)
- (4) Farnsworth Wholesale, in the amount \$50,000.00 (City Contract No. 2015-019)
- (5) AZ Waterworks, in the amount of \$40,000.00 (City Contract No. 2015-020).

Water Works Supplies

Item No.	Description	Unit	HD Supply	AZ Waterworks	Ferguson Waterworks	Farnsworth Wholesale	Dana Kepner	Peoria Winnelson
			Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Adaptor Meter 3/4"x1", No. A24	EA	\$ 19.42	\$ 8.81	\$ 9.90	\$ 23.11	\$ 8.81	\$ -
2	Bend 90 Brass 1"	EA	\$ 5.07	\$ 4.63	\$ 8.00	\$ 5.73	\$ 6.20	
3	Bend 45 MJ 6" CI	EA	\$ 49.79	\$ 50.41	\$ 56.35	\$ 82.08	\$ 52.07	\$ 48.02
4	Bend 90 MJ 6" CI	EA	\$ 61.57	\$ 62.33	\$ 69.69	\$ 99.36	\$ 64.38	\$ 59.38
5	Bend 45 MJ 8" CI	EA	\$ 72.81	\$ 73.71	\$ 82.40	\$ 116.64	\$ 76.13	\$ 70.22
6	Bend 90 MJ 8" CI	EA	\$ 89.94	\$ 91.06	\$ 101.79	\$ 146.16	\$ 94.04	\$ 86.74
7	Box Meter #2 - Concrete	EA	\$ 23.11	\$ 28.45	\$ 29.49	\$ 23.35	\$ 29.42	
8	Box Meter #2 - Concrete Extension	EA	\$ 23.61	\$ 28.45	\$ 29.49	\$ 24.58	\$ 29.42	
9	Box Lid #2 - Scott Lid	EA	\$ 38.78	\$ 45.37	\$ 49.52	\$ 39.19	\$ 46.91	
10	Box Top Concrete #4	EA	\$ 32.72	\$ 40.30	\$ 41.77	\$ 33.06	\$ 41.66	
11	Box Extension Concrete #4	EA	\$ 34.44	\$ 40.30	\$ 41.77	\$ 34.80	\$ 41.66	
12	Box Lid #4 - Scott Lid	EA	\$ 70.98	\$ 83.07	\$ 90.62	\$ 71.73	\$ 85.87	
13	Bushing 1" X 3/4" - Brass	EA	\$ 2.65	\$ 2.42	\$ 4.19	\$ 3.00	\$ 3.25	
14	Bushing 2" X 3/4" - Brass	EA	\$ 10.31	\$ 9.43	\$ 16.30	\$ 11.67	\$ 12.62	
15	Cap 3/4" - Brass	EA	\$ 2.12	\$ 1.93	\$ 3.35	\$ 2.40	\$ 2.59	
16	Cap 1" - Brass	EA	\$ 3.32	\$ 3.01	\$ 5.24	\$ 3.75	\$ 4.06	
17	Cap Debris - D-457	EA	\$ 43.62	\$ -	\$ 59.84	\$ 48.91	\$ 57.32	
18	Cap SDR-35 PVC 6"	EA	\$ 9.44	\$ -	\$ 10.10	\$ 6.20	\$ 4.48	
19	Clamp Bell Leak 4", Ford DIP	EA	\$ 49.97	\$ 50.13	\$ 85.73	\$ 162.92	\$ 50.12	
20	Clamp Bell Leak 6", Ford DIP	EA	\$ 56.16	\$ 55.19	\$ 117.25	\$ 179.42	\$ 55.19	
21	Clamp Bell Leak 8", Ford DIP	EA	\$ 77.69	\$ 76.35	\$ 125.04	\$ 248.24	\$ 76.35	
22	Clamp Bell Leak 10", Ford DIP	EA	\$ 97.40	\$ 95.72	\$ 237.70	\$ 311.16	\$ 95.72	
23	Clamp 3/4" X 3", Mueller 230 Series or Equal	EA	\$ 8.70	\$ 9.50	\$ 16.25	\$ 9.34	\$ 9.49	
24	Clamp 3/4" X 6", Mueller 230 Series or Equal	EA	\$ 18.53	\$ 20.10	\$ 21.25	\$ 19.88	\$ 20.09	
25	Clamp 1" X 3", Mueller 230 Series or Equal	EA	\$ 9.17	\$ 10.05	\$ 16.25	\$ 9.83	\$ 10.05	
26	Clamp 1" X 6", Mueller 230 Series or Equal	EA	\$ 18.63	\$ 20.24	\$ 22.50	\$ 19.99	\$ 20.23	
27	Clamp 1-1/4" X 3", Mueller 230 Series or Equal	EA	\$ 9.36	\$ 10.38	\$ 17.50	\$ 10.04	\$ 10.38	
28	Clamp 1-1/4" X 6", Mueller 230 Series or Equal	EA	\$ 18.88	\$ 20.61	\$ 23.75	\$ 20.25	\$ 20.61	
29	Clamp 1-1/2" X 3", Mueller 230 Series or Equal	EA	\$ 9.49	\$ 10.59	\$ 17.50	\$ 10.18	\$ 10.59	
30	Clamp 1-1/2" X 6", Mueller 230 Series or Equal	EA	\$ 18.95	\$ 20.87	\$ 25.00	\$ 20.33	\$ 20.86	
31	Clamp 2" X 3", Mueller 230 Series or Equal	EA	\$ 10.47	\$ 11.53	\$ 20.00	\$ 11.24	\$ 11.52	
32	Clamp 2" X 6", Mueller 230 Series or Equal	EA	\$ 19.53	\$ 21.42	\$ 28.75	\$ 20.95	\$ 21.41	
33	Clamp 2-1/2" X 3", Mueller 200 Series or Equal	EA	\$ 8.94	\$ 6.57	\$ 13.25	\$ 9.59	\$ -	
34	Clamp 2-1/2" X 6", Mueller 200 Series or Equal	EA	\$ 11.92	\$ 13.12	\$ 26.50	\$ 12.79	\$ -	
35	Clamp 2.35 X 7.5", Mueller 500 Series or Equal	EA	\$ 29.22	\$ 31.42	\$ 38.16	\$ 31.35	\$ 31.41	
36	Clamp 2.35 X 12", Mueller 500 Series or Equal	EA	\$ 46.30	\$ 48.39	\$ 52.70	\$ 49.68	\$ 48.91	
37	Clamp 2.70 X 12", Mueller 500 Series or Equal	EA	\$ 46.83	\$ 50.67	\$ 57.20	\$ 50.24	\$ 50.67	
38	Clamp 2.97 X 6", Mueller 500 Series or Equal	EA	\$ 32.44	\$ 37.10	\$ 44.09	\$ 34.80	\$ 37.11	
39	Clamp 3.46 X 6", Mueller 500 Series or Equal	EA	\$ 33.16	\$ 37.10	\$ 44.09	\$ 35.58	\$ 37.11	
40	Clamp 3.73 X 12", Mueller 500 Series or Equal	EA	\$ 50.79	\$ 53.28	\$ 57.21	\$ 54.50	\$ 56.90	
41	Clamp 4.45 X 7.5", Mueller 500 Series or Equal	EA	\$ 32.68	\$ 35.75	\$ 44.45	\$ 35.06	\$ 35.76	
42	Clamp 4.74 X 7.5", Mueller 500 Series or Equal	EA	\$ 33.82	\$ 40.68	\$ 44.45	\$ 36.29	\$ 40.68	
43	Clamp 4.95 X 7.5", Mueller 500 Series or Equal	EA	\$ 34.19	\$ 40.68	\$ 44.45	\$ 36.69	\$ 40.68	
44	Clamp 4.95 X 12", Mueller 500 Series or Equal	EA	\$ 58.34	\$ 56.01	\$ 61.61	\$ 62.60	\$ 56.01	
45	Clamp 5.20 X 7.5", Mueller 500 Series or Equal	EA	\$ 32.55	\$ 40.68	\$ 44.45	\$ 37.14	\$ 40.68	
46	Clamp 5.66 X 7.5", Mueller 500 Series or Equal	EA	\$ 36.84	\$ 40.68	\$ 61.61	\$ 39.53	\$ 40.68	
47	Clamp 5.94 X 7.5", Mueller 500 Series or Equal	EA	\$ 37.95	\$ 41.20	\$ 50.53	\$ 40.72	\$ 41.21	
48	Clamp 5.94 X 12", Mueller 500 Series or Equal	EA	\$ 62.11	\$ 66.17	\$ 70.66	\$ 66.64	\$ 66.17	
49	Clamp 6.34 X 7.5", Mueller 500 Series or Equal	EA	\$ 38.52	\$ 41.20	\$ 50.53	\$ 41.33	\$ 41.21	
50	Clamp 6.34 X 12", Mueller 500 Series or Equal	EA	\$ 62.52	\$ 66.17	\$ 70.66	\$ 67.08	\$ 66.17	
51	Clamp 6.55 X 7.5", Mueller 500 Series or Equal	EA	\$ 39.07	\$ 41.20	\$ 50.53	\$ 41.92	\$ 41.21	
52	Clamp 6.55 X 12", Mueller 500 Series or Equal	EA	\$ 62.94	\$ 66.17	\$ 70.66	\$ 67.53	\$ 66.17	

Water Works Supplies

Item No.	Description	Unit	HD Supply	AZ Waterworks	Ferguson Waterworks	Farnsworth Wholesale	Dana Kepner	Peoria Winnelson
			Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
53	Clamp 6.84 X 7.5", Mueller 500 Series or Equal	EA	\$ 39.92	\$ 41.20	\$ 50.53	\$ 42.83	\$ 44.41	
54	Clamp 6.84 X 12", Mueller 500 Series or Equal	EA	\$ 63.84	\$ 66.17	\$ 70.79	\$ 68.50	\$ 67.41	
55	Clamp 6.84 X 15", Mueller 500 Series or Equal	EA	\$ 69.75	\$ 74.62	\$ 92.43	\$ 74.84	\$ 74.50	
56	Clamp 6.84 X 30", Mueller 500 Series or Equal	EA	\$ 155.45	\$ 169.90	\$ 168.55	\$ 166.79	\$ 173.51	
57	Clamp 7.04 X 7.5", Mueller 500 Series or Equal	EA	\$ 32.41	\$ 44.40	\$ 50.53	\$ 34.77	\$ 44.41	
58	Clamp 7.04 X 15", Mueller 500 Series or Equal	EA	\$ 67.64	\$ 76.50	\$ 92.43	\$ 72.58	\$ 76.51	
59	Clamp 7.22 X 7.5", Mueller 500 Series or Equal	EA	\$ 37.40	\$ 44.40	\$ 50.53	\$ 40.13	\$ 44.41	
60	Clamp 7.22 X 12", Mueller 500 Series or Equal	EA	\$ 60.06	\$ 67.42	\$ 70.79	\$ 64.44	\$ 67.41	
61	Clamp 7.22 X 15", Mueller 500 Series or Equal	EA	\$ 69.37	\$ 76.50	\$ 92.43	\$ 74.43	\$ 76.51	
62	Clamp 7.22 X 30", Mueller 500 Series or Equal	EA	\$ 158.70	\$ 173.51	\$ 168.55	\$ 170.28	\$ 173.51	
63	Clamp 8.36 X 12, Mueller 500 Series or Equal	EA	\$ 65.11	\$ 72.74	\$ 84.28	\$ 69.86	\$ 72.74	
64	Clamp 8.99 X 7.5", Mueller 500 Series or Equal	EA	\$ 42.98	\$ 45.40	\$ 61.03	\$ 46.11	\$ 45.40	
65	Clamp 8.99 X 12", Mueller 500 Series or Equal	EA	\$ 61.17	\$ 72.74	\$ 84.28	\$ 65.64	\$ 72.74	
66	Clamp 8.99 X 24", Mueller 500 Series or Equal	EA	\$ 112.33	\$ 147.92	\$ 163.49	\$ 120.52	\$ 118.44	
67	Clamp 9.25 X 7.5", Mueller 500 Series or Equal	EA	\$ 39.06	\$ 45.40	\$ 60.53	\$ 41.91	\$ 46.45	
68	Clamp 9.25 X 12", Mueller 500 Series or Equal	EA	\$ 62.51	\$ 72.74	\$ 84.28	\$ 67.07	\$ 74.44	
69	Clamp 9.40 X 12", Mueller 500 Series or Equal	EA	\$ 67.93	\$ 74.43	\$ 84.28	\$ 72.88	\$ 74.44	
70	Coupling Hymax 4.25-5.63 Range or Equal	EA	\$ 130.09	\$ 79.82	\$ 156.31	\$ 159.37	\$ 147.80	
71	Coupling Hymax 6.42-7.68 Range or Equal	EA	\$ 172.28	\$ 108.38	\$ 207.00	\$ 213.41	\$ 195.06	
72	Coupling Hymax 8.54 - 9.84 Range or Equal	EA	\$ 194.51	\$ 131.82	\$ 234.71	\$ 240.95	\$ 220.88	
73	Mega-Lug Acc Set 4" DIP	EA	\$ 22.69	\$ 25.04	\$ 28.91	\$ 17.46	\$ 24.36	\$ 24.27
74	Mega-Lug Acc Set 4" PVC	EA	\$ 25.85	\$ 28.84	\$ 33.12	\$ 22.26	\$ 30.04	\$ 27.88
75	Mega Lug Acc Set 6" DIP	EA	\$ 27.94	\$ 30.93	\$ 35.84	\$ 20.75	\$ 29.86	\$ 29.95
76	Mega-Lug Acc Set 6" PVC	EA	\$ 32.42	\$ 36.09	\$ 41.79	\$ 26.82	\$ 38.85	\$ 35.11
77	Mega-Lug Acc Set 8" DIP	EA	\$ 38.05	\$ 42.20	\$ 48.67	\$ 31.50	\$ 41.16	\$ 41.30
78	Mega-Lug Acc Set 8" C-900	EA	\$ 44.62	\$ 48.73	\$ 56.47	\$ 39.47	\$ 47.85	\$ 47.50
79	Mega-Lug Acc Set 10" DIP	EA	\$ 50.30	\$ 60.10	\$ 69.53	\$ 46.55	\$ 58.05	\$ 58.35
80	Mega-Lug Acc Set 10" PVC	EA	\$ 71.36	\$ 84.83	\$ 97.82	\$ 75.39	\$ 83.20	\$ 82.61
81	Mega-Lug Acc Set 12" DIP	EA	\$ 68.73	\$ 80.73	\$ 93.31	\$ 67.80	\$ 78.68	\$ 78.48
82	Mega-Lug Acc Set 12" PVC	EA	\$ 75.67	\$ 88.93	\$ 102.64	\$ 78.94	\$ 85.96	\$ 86.23
83	Mega-Lug Acc Set 14" DIP	EA	\$ 124.41	\$ 103.35	\$ 119.33	\$ 108.79	\$ 107.89	\$ 100.68
84	Mega-Lug Acc Set 18" DIP	EA	\$ 169.86	\$ 188.62	\$ 210.82	\$ 197.34	\$ 182.84	\$ 183.29
85	Meter Setter w/Check Valve 3/4" - Ford VBH72-9W-11-33	EA	\$ 104.01	\$ 102.96	\$ 115.37	\$ 101.38	\$ 102.95	
86	Meter Setter w/Check Valve 1" - Ford VBH74-12W-11-44	EA	\$ 186.84	\$ 184.01	\$ 204.97	\$ 176.52	\$ 184.94	
87	Meter Setter w/Check Valve 1-1/2" - Ford VBH76-12W-11-66	EA	\$ 579.33	\$ 573.46	\$ 643.09	\$ 811.38	\$ 573.45	
88	Meter Setter w/Check Valve 2" - Ford VBH77-12W-11.77	EA	\$ 669.32	\$ 662.53	\$ 743.00	\$ 816.74	\$ 662.53	
89	Nipple Brass 3/4" Close	EA	\$ 1.33	\$ 0.58	\$ 2.74	\$ 1.60	\$ 1.65	
90	Nipple Brass 3/4"x2"	EA	\$ 1.68	\$ 0.69	\$ 3.46	\$ 2.02	\$ 2.07	
91	Nipple Brass 3/4"x2-1/2"	EA	\$ 1.94	\$ 0.79	\$ 4.01	\$ 2.34	\$ 2.40	
92	Nipple Brass 3/4"x3"	EA	\$ 2.24	\$ 0.85	\$ 4.63	\$ 2.70	\$ 2.76	
93	Nipple Brass 3/4"x3-1/2"	EA	\$ 2.52	\$ 0.92	\$ 5.20	\$ 3.03	\$ 3.11	
94	Nipple Brass 3/4"x4"	EA	\$ 2.92	\$ 1.03	\$ 7.09	\$ 3.52	\$ 3.61	
95	Nipple Brass 3/4"x4-1/2"	EA	\$ 3.18	\$ 1.16	\$ 5.30	\$ 3.83	\$ 3.95	
96	Nipple Brass 3/4"x5"	EA	\$ 3.50	\$ 1.27	\$ 5.61	\$ 4.23	\$ 4.33	
97	Nipple Brass 3/4"x5-1/2"	EA	\$ 3.83	\$ 1.37	\$ 6.34	\$ 4.62	\$ 4.73	
98	Nipple Brass 3/4"x6"	EA	\$ 4.27	\$ 1.47	\$ 8.80	\$ 5.14	\$ 5.27	
99	Nipple Brass 3/4"x6-1/2"	EA	\$ 5.01	-	\$ 9.36	\$ 6.32	\$ 6.02	
100	Nipple Brass 3/4"x7"	EA	\$ 5.01	\$ 1.75	\$ 9.86	\$ 6.32	\$ 6.16	
101	Nipple Brass 3/4"x7-1/2"	EA	\$ 5.63	-	\$ 10.00	\$ 4.02	\$ 6.79	
102	Nipple Brass 3/4"x8"	EA	\$ 5.63	\$ 1.94	\$ 10.07	\$ 4.02	\$ 6.95	
103	Nipple Brass 3/4"x8-1/2"	EA	\$ 6.24	-	\$ 10.26	\$ 9.06	\$ 7.51	
104	Nipple Brass 3/4"x9"	EA	\$ 6.90	\$ 2.38	\$ 10.27	\$ 9.06	\$ 7.71	

Water Works Supplies

Item No.	Description	Unit	HD Supply		AZ Waterworks		Ferguson Waterworks		Farnsworth Wholesale		Dana Kepner		Peoria Winnelson	
			Unit Cost		Unit Cost		Unit Cost		Unit Cost		Unit Cost		Unit Cost	
105	Nipple Brass 3/4"x9-1/2"	EA	\$ 7.60	\$	-	\$	11.14	\$	9.34	\$	-			
106	Nipple Brass 3/4"x10"	EA	\$ 6.88	\$	2.61	\$	11.41	\$	9.34	\$	8.48			
107	Nipple Brass 3/4"x10-1/2"	EA	\$ 8.28	\$	-	\$	12.56	\$	10.19	\$	-			
108	Nipple Brass 3/4"x11"	EA	\$ 7.50	\$	2.83	\$	12.86	\$	10.19	\$	9.04			
109	Nipple Brass 3/4"x11-1/2"	EA	\$ 9.03	\$	-	\$	13.07	\$	10.34	\$	-			
110	Nipple Brass 3/4"x12"	EA	\$ 8.18	\$	3.02	\$	13.11	\$	10.34	\$	10.09			
111	Nipple Brass 1" close	EA	\$ 1.96	\$	1.99	\$	4.06	\$	2.36	\$	2.42			
112	Nipple Brass 1"x2"	EA	\$ 2.43	\$	2.46	\$	5.36	\$	2.91	\$	2.99			
113	Nipple Brass 1"x2-1/2"	EA	\$ 2.83	\$	2.87	\$	4.69	\$	3.40	\$	3.48			
114	Nipple Brass 1"x3"	EA	\$ 3.25	\$	3.31	\$	7.89	\$	3.92	\$	4.01			
115	Nipple Brass 1"x3-1/2"	EA	\$ 3.76	\$	3.83	\$	8.40	\$	4.53	\$	4.65			
116	Nipple Brass 1"x4"	EA	\$ 4.23	\$	4.32	\$	8.74	\$	5.10	\$	5.24			
117	Nipple Brass 1"x4-1/2"	EA	\$ 4.72	\$	4.81	\$	8.94	\$	5.69	\$	5.82			
118	Nipple Brass 1"x5"	EA	\$ 5.22	\$	5.33	\$	8.67	\$	6.29	\$	6.45			
119	Nipple Brass 1"x5-1/2"	EA	\$ 5.71	\$	5.84	\$	9.49	\$	6.89	\$	7.06			
120	Nipple Brass 1"x6"	EA	\$ 6.23	\$	6.35	\$	12.06	\$	7.51	\$	7.69			
121	Nipple Brass 1" x 7"	EA	\$ 7.28	\$	7.43	\$	12.07	\$	9.89	\$	8.99			
122	Nipple Brass 1"x8"	EA	\$ 8.30	\$	8.48	\$	13.79	\$	5.93	\$	10.26			
123	Nipple Brass 1" x 9"	EA	\$ 9.27	\$	9.47	\$	14.29	\$	12.60	\$	11.45			
124	Nipple Brass 1" x 10"	EA	\$ 10.28	\$	10.49	\$	21.24	\$	13.98	\$	12.69			
125	Nipple Brass1"x12"	EA	\$ 12.26	\$	12.53	\$	21.26	\$	14.78	\$	15.14			
126	Nipple Brass 1-1/2" X 2"	EA	\$ 4.14	\$	4.23	\$	8.56	\$	4.71	\$	5.12			
127	Nipple Brass 1-1/2" X 2-1/2"	EA	\$ 4.95	\$	5.05	\$	9.00	\$	5.97	\$	6.13			
128	Nipple Brass 1-1/2" X 3"	EA	\$ 5.69	\$	5.80	\$	10.79	\$	6.87	\$	7.04			
129	Nipple Brass 1-1/2" X 3-1/2"	EA	\$ 6.55	\$	6.65	\$	10.86	\$	8.94	\$	8.08			
130	Nipple Brass 1-1/2" X 4"	EA	\$ 7.42	\$	7.56	\$	14.80	\$	8.94	\$	9.16			
131	Nipple Brass 1-1/2" X 4-1/2"	EA	\$ 8.34	\$	8.50	\$	15.69	\$	11.20	\$	10.29			
132	Nipple Brass 1-1/2" X 5"	EA	\$ 9.22	\$	9.41	\$	16.07	\$	11.20	\$	11.40			
133	Nipple Brass 1-1/2" X 5-1/2"	EA	\$ 10.09	\$	10.30	\$	16.74	\$	13.21	\$	12.46			
134	Nipple Brass 1-1/2" x 6"	EA	\$ 10.97	\$	11.19	\$	24.40	\$	13.21	\$	13.54			
135	Nipple Brass 2" X Close	EA	\$ 5.86	\$	5.97	\$	12.10	\$	7.06	\$	7.24			
136	Nipple Brass 2" x 2 -1/2"	EA	\$ 6.32	\$	6.44	\$	10.13	\$	7.62	\$	7.81			
137	Nipple Brass 2" x 3"	EA	\$ 7.30	\$	7.43	\$	15.07	\$	8.79	\$	9.01			
138	Nipple Brass 2" x 4"	EA	\$ 9.55	\$	9.74	\$	23.21	\$	11.51	\$	11.79			
139	Nipple Brass 2" X 5"	EA	\$ 11.80	\$	12.03	\$	25.50	\$	14.22	\$	14.58			
140	Nipple Brass 2" X 6"	EA	\$ 15.58	\$	14.37	\$	28.79	\$	16.99	\$	17.40			
141	Nipple Brass 2" X 7"	EA	\$ 16.49	\$	16.81	\$	32.07	\$	22.41	\$	20.36			
142	Nipple Brass 2" X 8"	EA	\$ 18.80	\$	19.19	\$	38.84	\$	22.66	\$	23.22			
143	Nipple Brass 2" x 12"	EA	\$ 27.80	\$	28.34	\$	57.37	\$	33.47	\$	34.31			
144	Nipple Brass 2-1/2" X Close	EA	\$ 15.46	\$	15.76	\$	30.16	\$	18.63	\$	19.09			
145	Paint #20 Can Upside Marking Blue	EA	\$ 2.46	\$	4.85	\$	3.37	\$	2.18	\$	3.66			
146	Paint #20 Can Upside Marking White	EA	\$ 2.46	\$	4.85	\$	3.37	\$	2.18	\$	3.66			
147	Paint #20 Can Upside Marking Black	EA	\$ 2.46	\$	4.85	\$	3.37	\$	2.18	\$	3.66			
148	Pipe Soft Copper K 3/4"	LF	\$ 3.23	\$	-	\$	5.58	\$	3.33	\$	3.96			
149	Pipe Soft Copper K 1"	LF	\$ 4.13	\$	-	\$	7.27	\$	4.35	\$	5.15			
150	Pipe Soft Copper K 1-1/2"	LF	\$ 6.88	\$	-	\$	14.36	\$	7.25	\$	9.22			
151	Pipe Soft Copper K 2"	LF	\$ 11.09	\$	-	\$	22.30	\$	11.68	\$	14.45			
152	Pipe STD Galv. Steel 1-1/4"	LF	\$ 2.21	\$	-	\$	2.69	\$	1.88	\$	2.26			
153	Pipe STD Galv. Steel 1-1/2"	LF	\$ 2.64	\$	-	\$	3.22	\$	1.95	\$	2.58			
154	Pipe STD Galv. Steel 2"	LF	\$ 3.53	\$	-	\$	4.36	\$	2.62	\$	3.46			
155	Pipe STD Galv. Steel 2-1/2"	LF	\$ 5.60	\$	-	\$	6.88	\$	5.02	\$	5.75			
156	Pipe DIP 3" MJ, Class 350	LF	\$ 31.40	\$	-	\$	-	\$	30.09	\$	39.98			

Water Works Supplies

Item No.	Description	Unit	HD Supply		AZ Waterworks		Ferguson Waterworks		Farnsworth Wholesale		Dana Kepner		Peoria Winnelson	
			Unit Cost		Unit Cost		Unit Cost		Unit Cost		Unit Cost		Unit Cost	
157	Pipe DIP 4" MJ, Class 350	LF	\$	16.21	\$	-	\$	20.60	\$	15.98	\$	31.54		
158	Pipe DIP 6" MJ, Class 350	LF	\$	12.62	\$	-	\$	15.01	\$	11.80	\$	29.45		
159	Pipe DIP 8" MJ, Class 350	LF	\$	16.30	\$	-	\$	21.01	\$	15.35	\$	41.79		
160	Pipe DIP 10" MJ, Class 350	LF	\$	21.40	\$	-	\$	27.10	\$	20.29	\$	55.86		
161	Pipe DIP 12" MJ, Class 350	LF	\$	27.17	\$	-	\$	33.03	\$	25.76	\$	70.61		
162	Pipe PVC 6", SDR-35	LF	\$	1.97	\$	-	\$	2.55	\$	2.10	\$	2.13		
163	Plug Threaded 3/4", Brass NPT	EA	\$	1.87	\$	1.75	\$	3.03	\$	2.17	\$	2.35		
164	Plug Threaded 1", Brass NPT	EA	\$	2.45	\$	2.31	\$	4.00	\$	2.86	\$	3.09		
165	Plug Threaded 1-1/4", Brass NPT	EA	\$	3.65	\$	3.44	\$	12.74	\$	4.26	\$	4.61		
166	Plug Threaded 1-1/2", Brass NPT	EA	\$	4.66	\$	4.38	\$	7.59	\$	4.83	\$	5.87		
167	Plug Threaded 2", Brass NPT	EA	\$	7.34	\$	6.91	\$	11.96	\$	8.57	\$	9.27		
168	Plug MJ 4", CP DI C153	EA	\$	16.81	\$	16.80	\$	19.96	\$	37.44	\$	17.36		
169	Plug MJ 6", CP DI C153	EA	\$	33.07	\$	33.06	\$	39.28	\$	59.76	\$	34.15		
170	Plug MJ 8", CP DI C153	EA	\$	49.34	\$	49.33	\$	58.59	\$	84.96	\$	50.95		
171	Plug MJ 10", CP DI C153	EA	\$	87.28	\$	87.27	\$	103.73	\$	109.44	\$	90.13		
172	Plug MJ Tapped 4"X 2", CP DI C153	EA	\$	31.99	\$	31.97	\$	37.99	\$	42.48	\$	33.03		
173	Plug MJ Tapped 6"X 2", CP DI C153	EA	\$	48.25	\$	48.25	\$	57.30	\$	84.24	\$	49.83		
174	Plug MJ Tapped 8"X 2", CP DI C153	EA	\$	64.52	\$	64.50	\$	76.62	\$	82.80	\$	66.62		
175	Saddle 4" X 3/4" 4.74 - 5.32	EA	\$	58.50	\$	62.25	\$	69.74	\$	64.95	\$	62.24		
176	Saddle 4" x 1" 4.74 - 5.32	EA	\$	58.80	\$	62.25	\$	69.74	\$	64.35	\$	62.24		
177	Saddle 4" x 1" 4.74 - 5.32	EA	\$	58.80	\$	62.25	\$	69.74	\$	64.35	\$	62.24		
178	Saddle 4" X 1-1/2" 4.74 - 5.32	EA	\$	68.57	\$	72.60	\$	81.33	\$	75.75	\$	72.60		
179	Saddle 4" X 2" 4.74 - 5.32	EA	\$	74.67	\$	79.03	\$	88.53	\$	81.69	\$	79.03		
180	Saddle 6" X 3/4" 6.84 - 7.45	EA	\$	69.23	\$	73.32	\$	82.14	\$	75.80	\$	73.32		
181	Saddle 6" X 1" 6.84 - 7.45	EA	\$	69.23	\$	73.32	\$	82.14	\$	75.80	\$	73.32		
182	Saddle 6" x 1" 6.84 - 7.45	EA	\$	69.23	\$	73.32	\$	82.14	\$	75.80	\$	73.32		
183	Saddle 6" X 1-1/2" 6.84 - 7.45	EA	\$	79.16	\$	83.83	\$	93.92	\$	86.65	\$	83.83		
184	Saddle 6"x2" 6.84 - 7.45	EA	\$	87.03	\$	92.12	\$	103.19	\$	95.21	\$	92.11		
185	Saddle 8" X 3/4" 8.99 - 9.67	EA	\$	85.72	\$	90.75	\$	101.66	\$	93.80	\$	90.74		
186	Saddle 8" X 1" 8.99 - 9.67	EA	\$	85.72	\$	90.75	\$	101.66	\$	93.80	\$	90.74		
187	Saddle 8" x 1-1/2" 8.99 - 9.67	EA	\$	90.22	\$	95.55	\$	107.02	\$	98.75	\$	95.54		
188	Saddle 8" x 2 8.99 - 9.67	EA	\$	98.35	\$	104.00	\$	116.52	\$	107.51	\$	104.00		
189	Saddle 10" X 1" 11.04 - 12.12	EA	\$	106.20	\$	112.42	\$	125.95	\$	117.32	\$	112.42		
190	Saddle 10" X 1-1/2" 11.04 - 12.12	EA	\$	116.62	\$	123.47	\$	146.97	\$	127.62	\$	123.46		
191	Saddle 10" X 2" 11.04 - 12.12	EA	\$	125.30	\$	132.60	\$	157.84	\$	137.07	\$	132.60		
192	U-Branch 1" Brass, No. U11-44-18 , McDonald	EA	\$	180.55	\$	174.24	\$	130.46	\$	120.10	\$	174.23		
193	Union Brass 3/4"	EA	\$	8.34	\$	7.38	\$	13.53	\$	9.69	\$	10.48		
194	Union Brass 1"	EA	\$	11.05	\$	9.76	\$	17.92	\$	12.84	\$	13.88		
195	Union Brass 1-1/2"	EA	\$	19.10	\$	16.90	\$	30.98	\$	22.19	\$	24.00		
196	Union Brass 2"	EA	\$	29.40	\$	35.83	\$	47.68	\$	34.15	\$	36.94		
197	Valve Ball 3/4"	EA	\$	6.13	\$	7.14	\$	11.71	\$	4.24	\$	7.24		
198	Valve Ball 1"	EA	\$	9.31	\$	11.15	\$	17.41	\$	6.72	\$	10.98		
199	Valve Ball 1-1/2"	EA	\$	22.09	\$	24.07	\$	40.27	\$	15.38	\$	26.04		
200	Valve Ball 2"	EA	\$	31.15	\$	35.83	\$	60.10	\$	23.50	\$	36.69		
201	Valve Box Extension 1", East Jordan	EA	\$	20.46	\$	20.02	\$	8.62	\$	6.82	\$	21.02	\$	20.02
202	Valve Box Extension 1-1/2", East Jordan	EA	\$	24.78	\$	24.24	\$	15.39	\$	7.96	\$	25.45	\$	24.32
203	Valve Box Extension 2", East Jordan	EA	\$	28.01	\$	27.41	\$	18.46	\$	9.10	\$	28.77	\$	27.49
204	Valve Box Extension 2-1/2", East Jordan	EA	\$	31.24	\$	30.57	\$	27.69	\$	-	\$	32.09	\$	30.67
205	Valve Box Extension 3", East Jordan	EA	\$	35.55	\$	34.79	\$	36.92	\$	13.40	\$	36.51	\$	34.89
206	Valve Box Extension 4", East Jordan	EA	\$	43.09	\$	42.18	\$	38.46	\$	15.23	\$	44.26	\$	42.29
207	Valve Box Extension 6", East Jordan	EA	\$	57.09	\$	55.89	\$	50.77	\$	22.18	\$	58.64	\$	56.03
208	Valve Box Riser Bottom 15", Tyler or East Jordan	EA	\$	33.83	\$	33.49	\$	42.15	\$	23.30	\$	53.64	\$	13.99

Water Works Supplies

Item No.	Description	Unit	HD Supply	AZ Waterworks	Ferguson Waterworks	Farnsworth Wholesale	Dana Kepner	Peoria Winnelson
			Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
209	Valve Box Riser Bottom 24", Tyler or East Jordan	EA	\$ 48.99	\$ 48.51	\$ 58.73	\$ 23.30	\$ 53.64	\$ 23.22
210	Valve Box Riser Bottom 36", Tyler or East Jordan	EA	\$ 62.99	\$ 62.38	\$ 79.15	\$ 34.99	\$ 71.30	\$ 36.42
211	Valve Box Riser Top 16", Tyler or East Jordan	EA	\$ 40.82	\$ 40.42	\$ 76.60	\$ 21.91	\$ 62.35	\$ 19.53
212	Valve Box Riser Top 26", Tyler or East Jordan	EA	\$ 66.48	\$ 65.84	\$ 44.21	\$ 29.48	\$ 71.42	\$ 31.93
213	Valve Air Release 1" With Screen, No. D-040P01	EA	\$ 123.20	\$ 160.40	\$ 152.78	\$ 127.32	\$ 133.67	
214	Valve Corporation Stop, Ford, No. F1100-3-G, 3/4"	EA	\$ 23.77	\$ 23.17	\$ 25.95	\$ 33.47	\$ 23.17	
215	Valve Corporation Stop, Ford, No. F1100-4-G, 1"	EA	\$ 35.94	\$ 35.03	\$ 39.26	\$ 44.04	\$ 35.03	
216	Valve Corporation Stop, Ford No. FB1100-6-G, 1-1/2"	EA	\$ 103.61	\$ 100.99	\$ 113.18	\$ 99.38	\$ 100.98	
217	Valve Corporation Stop, Ford No. FB1100-7-G, 2"	EA	\$ 171.36	\$ 167.02	\$ 187.19	\$ 164.35	\$ 167.02	
218	Valve Gate 3/4", Nibco TI-8 or Equal 200 PSI	EA	\$ 6.98	\$ 7.39	\$ 9.99	\$ 15.35	\$ 8.14	
219	Valve Gate 1", Nibco TI-8 or Equal 200 PSI	EA	\$ 10.47	\$ 11.05	\$ 13.92	\$ 17.81	\$ 12.20	
220	Valve Gate 1-1/2", Nibco TI-8 or Equal 200 PSI	EA	\$ 18.75	\$ 19.85	\$ 29.24	\$ 31.98	\$ 21.87	
221	Valve Gate 2" IP X IP, Resilient Wedge, Mueller or Equal	EA	\$ 220.79	\$ 122.61	\$ 238.43	\$ 207.25	\$ 203.91	
222	Valve Gate MJ X MJ X 4", Resilient Wedge, Mueller or Equal	EA	\$ 361.71	\$ 233.08	\$ 366.49	\$ 339.51	\$ 334.02	\$ 336.72
223	Valve Gate 6", MJxMJ 6", Resilient Wedge, Mueller or Equal	EA	\$ 461.36	\$ 313.55	\$ 467.98	\$ 433.05	\$ 426.47	\$ 423.96
224	Valve Gate FL X MJ X 6", Resilient Wedge, Mueller or Equal	EA	\$ 461.36	\$ 351.28	\$ 467.98	\$ 433.05	\$ 426.47	\$ 428.53
225	Valve Gate FL X FL X 6", Resilient Wedge, Mueller or Equal	EA	\$ 479.09	\$ 233.08	\$ 485.52	\$ 449.70	\$ 442.45	\$ 443.86
226	Valve Gate MJ X MJ X 8", Resilient Wedge, Mueller or Equal	EA	\$ 734.79	\$ 555.31	\$ 744.88	\$ 689.70	\$ 678.70	\$ 682.63
227	Valve Gate FL X FL X 10", Resilient Wedge, Mueller or Equal	EA	\$ 1,189.73	\$ 753.67	\$ 1,205.97	\$ 1,116.72	\$ 1,098.70	\$ 1,105.07
228	Valve Gate MJ X MJ X 10", Resilient Wedge, Mueller or Equal	EA	\$ 1,145.68	\$ 753.67	\$ 1,161.49	\$ 1,075.38	\$ 1,057.99	\$ 1,022.53
229	Valve Gate MJ X FL X 12", Resilient Wedge, Mueller or Equal	EA	\$ 1,383.21	\$ 1,320.58	\$ 1,402.68	\$ 1,298.33	\$ 1,277.88	\$ 1,234.16
230	Valve Gate FL X FL 12", Resilient Wedge, Mueller or Equal	EA	\$ 1,436.43	\$ 1,166.65	\$ 1,456.56	\$ 1,348.27	\$ 1,326.96	\$ 1,281.95
231	Valve Main #35 Rubber, Waterous Pacer, No. 61WTW6735U	EA	\$ 42.04	\$ -	\$ 43.00	\$ 48.88	\$ 47.83	\$ -
232	Fire Hydrant Yellow - A423, 3'.0", Mueller Super Centurion	EA	\$ 1,331.36	\$ -	\$ -	\$ 1,339.96	\$ -	\$ 1,331.88
233	Fire Hydrant Yellow - A423, 3'.6", Mueller Super Centurion	EA	\$ 1,363.77	\$ -	\$ -	\$ 1,372.58	\$ -	\$ 1,363.75
234	Fire Hydrant Yellow - A423, 4'.0", Mueller Super Centurion	EA	\$ 1,396.31	\$ -	\$ -	\$ 1,405.31	\$ -	\$ 1,396.25
235	Fire Hydrant Yellow - A423, 4'.6", Mueller Super Centurion	EA	\$ 1,428.67	\$ -	\$ -	\$ 1,437.89	\$ -	\$ 1,429.38
236	Fire Hydrant Yellow - A423, 5'.0", Mueller Super Centurion	EA	\$ 1,461.11	\$ -	\$ -	\$ 1,470.53	\$ -	\$ 1,461.88
237	Fire Hydrant Yellow - A423, 5'.5", Mueller Super Centurion	EA	\$ 1,493.51	\$ -	\$ -	\$ 1,503.14	\$ -	\$ 1,493.75
238	Fire Hydrant Yellow - A423, 6'.0", Mueller	EA	\$ 1,525.86	\$ -	\$ -	\$ 1,535.71	\$ -	\$ 1,526.25
239	Fire Hydrant Yellow - 5 1/4 WB67, 3'.0", Waterous Pacer	EA	\$ -	\$ -	\$ 1,625.93	\$ 1,774.50	\$ 1,416.87	
240	Fire Hydrant Yellow - 5 1/4 WB67, 3'.6", Waterous Pacer	EA		\$ -	\$ 1,597.34	\$ 1,817.71	\$ 1,451.60	
241	Fire Hydrant Yellow - 5 1/4 WB67, 4'.0", Waterous Pacer	EA		\$ -	\$ 1,635.32	\$ 1,860.94	\$ 1,485.88	
242	Fire Hydrant Yellow - 5 1/4 WB67, 4'.6", Waterous Pacer	EA		\$ -	\$ 1,673.30	\$ 1,904.15	\$ 1,520.62	
243	Fire Hydrant Yellow - 5 1/4 WB67, 5'.0", Waterous Pacer	EA		\$ -	\$ 1,711.28	\$ 1,947.38	\$ 1,554.90	
244	Fire Hydrant Yellow - 5 1/4 WB67, 5'.6", Waterous Pacer	EA		\$ -	\$ 1,823.93	\$ 1,990.58	\$ 1,589.63	
245	Fire Hydrant Yellow - 5 1/4 WB67, 6'.0", Waterous Pacer	EA		\$ -	\$ 1,804.71	\$ 2,033.81	\$ 1,494.00	

**MEETING DATE/TYPES: VOTING SESSIONS 7-22-14
8-12-14**

DEPARTMENT: City Manager

AGENDA ITEM: League of Arizona Cities and Towns 2015 resolutions

Approved By:		Date:
Deputy City Manager:	Zelms, Alison	07/08/2014
City Manager:	McConnell, Craig	07/30/2014

Item Summary

On July 22, 2014, following discussion, this item was tabled by the Council, to be reconsidered at their August 12, 2014 meeting.

The item is to determine the Council's support or opposition to the recommendations of the League Subcommittee with respect to proposed resolutions developed by the organization and its members.

Background

The League of Arizona Cities and Towns conducts an annual process for the development, consideration, and approval of resolutions on topics of interest to comprise a part of its Municipal Policy Statement. The Statement is subsequently provided to legislators to inform them of important municipal issues and seek their support for the goals, policies, and actions set forth by the various resolutions.

These resolutions are drafted by the League and its members, then reviewed and placed in three categories by a Subcommittee convened prior to the annual conference in August: (1) Recommend for adoption; (2) Recommend with amendments; (3) and Recommend for adoption as a Significant Municipal Issue. At the conference, a Resolutions Committee representing the League membership acts upon the recommendations.

To simplify formulation of the City's position on each of the resolutions, it is suggested that the Council as a whole discuss any policy differences with the Subcommittee recommendations. For each resolution either not acceptable in the form presented by the Subcommittee or for which the Council otherwise disagrees with the Subcommittee

recommendations, by majority vote the Council can indicate its position accompanied by direction to communicate the same to the Resolutions Committee at the conference.

Attachments

1. Recommendations of the Resolutions Subcommittee
2. Text of all 2015 Proposed League resolutions

Recommended Action:

MOVE to approve the recommendations of the League of Arizona Cities and Towns Resolutions Subcommittee to be communicated to the Resolutions Committee at the 2014 Annual Conference.

OR

MOVE to approve the recommendations of the League of Arizona Cities and Towns Resolutions Subcommittee with the following exceptions to be communicated to the Resolutions Committee at the 2014 Annual Conference:

Category (1) - Recommended by Subcommittee for Approval

The City of Prescott does not support the following resolutions as written: (numbers to be specified, if any).

Category (2) - Recommended by Subcommittee for Approval with Amendments

The City of Prescott does not support the following resolutions with amendments as written: (numbers to be specified, if any).

Category (3) - Recommended by Subcommittee as Significant Municipal Issue

The City of Prescott does not support the following resolutions as written: (numbers to be specified, if any).

League of Arizona Cities & Towns

2015 Resolution Submissions

No.	Summary	Sponsor	Subcommittee Recommendation
1	Creation of Enhanced Municipal Services Districts as a new type of improvement district not restricted to slum or blight.	Lake Havasu	Recommend for Adoption
2	Revenue Allocation District - any incremental increase in revenue streams above the base could be used by the district to fund public improvements within the district. Allows anticipated revenues to be used to finance components of projects.	Lake Havasu	Recommend for Adoption
3	Encourage the development of commercial and industrial zoned parcels primarily through property tax incentives that support speculative development.	Bullhead City (Tri-City)	Recommend for Adoption
4	Make retention and detention basins eligible for operation and maintenance cost payments through an improvement district.	Yuma	Recommend for Adoption
5	Establish a mechanism enabling local government to create renewable energy and conservation financing districts.	Flagstaff	Recommend for Adoption
6	Stop future sweeps of Highway User Revenue Funds (HURF) allocated to Arizona cities and towns and to restore HURF funding to FY2008 levels.	Yuma	Recommend for Adoption
7	HURF revenue study committee to develop recommendations for new or expanded revenue streams.	Kingman	Recommend for Adoption
8	Authorize municipalities to use a sampling method to determine population estimates and housing vacancy rates for mid-decennial population updates.	Prescott Valley	Recommend for Adoption
9	Restore AZ Housing Trust Fund.	Flagstaff	Significant Municipal Issue
10	Restore the Arizona State Park Heritage Fund.	Sedona	Recommend for Adoption
11	Appropriate \$20 million to the Greater Arizona Development Authority (GADA) infrastructure fund, restoring its original statutory mandate and pre-FY2008 funding level. Insulate the fund from future sweeps.	Apache Junction	Recommend with Amendments
(12)	(Include one representative from both a large city and a small non-metropolitan city on the PSPRS and ASRS Boards.)	Sierra Vista	Merge with #13
13	Explore mechanisms to improve public safety pensions that create an economically sustainable retirement system, SUCH AS INCLUDING ONE REPRESENTATIVE FROM BOTH A LARGE CITY AND A SMALL NON-METROPOLITAN CITY ON THE PSPRS and ASRS BOARDS.	Flagstaff	Recommend with Amendments (merge with #12)

League of Arizona Cities & Towns

2015 Resolution Submissions

14	Make the requirements for annexation a more simple and flexible process.	Yuma	Recommend for Adoption
15	Place reasonable limits on the frequency of requests for public records and on requests that are overbroad or abusive.	Yuma	Recommend for Adoption
16	Ban the use of a cell phone, smart phone or similar data devices with one or both hands while in control as the driver of a motorized vehicle, except in the case of an emergency.	Sedona	Significant Municipal Issue
17	Permanently allow cities and towns to calculate the majority of votes cast for a municipal office based on the total number of votes cast for that office.	Gilbert	Recommend for Adoption
18	Allow the state of Arizona to partner with cities and towns for the operation and maintenance of Arizona State Parks under long-term leases.	Yuma	Not Recommended
19	Reduce the shortage of health care professionals in Arizona, INCLUDING ADDRESSING THE ISSUE OF RESIDENCY .	Sierra Vista	Recommend with Amendments
20	Pass legislation or engage in other activities that support and advocate for resources to improve Arizona's ports of entry with Mexico and related infrastructure.	Douglas	Recommend for Adoption
21	Support the long-term retention of Arizona's military installations.	Sierra Vista	Recommend for Adoption

League Staff Recommendations

1	Support legislation to preclude the Arizona Department of Transportation (ADOT) from requiring cities and towns to completely indemnify ADOT in order to obtain access to certain federal funds.	Recommend for Adoption
2	Support legislation to streamline the implementation of development impact fees including, but not limited to, expansion and clarification of allowable uses, shorter implementation time frames, and reduction of complexity and ambiguity.	Recommend for Adoption

2015 Resolution Submissions

Key to Subcommittee Recommendations

Recommend for Adoption – Becomes a part of the Municipal Policy Statement and will help guide legislative activity in the coming session.

Recommend with Amendments - Becomes a part of the Municipal Policy Statement and will help guide legislative activity in the coming session, but needed amending for either content or technical reasons.

Significant Municipal Issue – Although an important concept to cities and towns, does not quite rise to the level of legislative activity. League staff may address the issue with state agencies and/or other stakeholders.

Not Recommended – The resolution may be too confined to one community, be on its face contrary to core principles or not in line with current agreements with other stakeholders.

Subcommittee amendments use parentheses to indicate mergers, strikethroughs to indicate deletions, and red capitals for new language.



2015 *Proposed* Resolutions

To be reviewed

By the Resolutions Committee

On August 19, 2014

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #1

Amend ARS 48-575 to allow an Enhanced Municipal Services District (District) to be formed anywhere within a city or town's jurisdiction and make additional changes to guarantee that all participants in the district voluntarily join.

Submitted by: City of Lake Havasu City, City of Kingman, City of Bullhead City, City of Winslow, City of Tucson, City of Page

* * * * *

A. Purpose and Effect of Resolution

An Enhanced Municipal Services District is a type of municipal improvement district that is authorized “to provide public service within the district at a higher level or greater degree than provided in the remainder of the community, including such services as public safety, fire protection, refuse collection, street and sidewalk cleaning or landscape maintenance in public areas, planning, promotion, transportation and public parking.” A District can be useful in providing a mechanism for additional city services to businesses, such as more frequent trash service or landscaping of rights-of-way, without forcing the other taxpayers to subsidize those costs. Additionally, a District may be used to promote the members of the District, which helps ensure their continued success.

Current law requires Districts to be formed in *designated areas*, which are defined as areas of the municipality that are either designated as a slum or blighted area or as a pocket of poverty or a neighborhood strategy area by the United States Department of Housing and Urban Development. Because of this requirement, many property owners are unwilling to participate in the formation of these districts even though such a district would greatly aid in promoting and maintaining key retail areas in cities in towns like downtown areas and historic neighborhoods. Additionally, there may be areas within a city or town that are not a slum or blighted area, but would simply like the ability to pay their jurisdiction for additional services.

B. Relevance to Municipal Policy

This resolution will provide all cities and towns with an opportunity to aide, retain, promote and attract local business owners, which keeps jobs in their community and provides revenue to the city or town.

C. Fiscal Impact to Cities and Towns

Being a voluntary District, only the property owners that participate in the formation of these districts would be impacted by them. Participating property/business owners would likely experience increased revenue as the purpose of the District is to foster economic activity and help promote and preserve existing businesses.

D. Fiscal Impact to the State

There is no direct fiscal impact to the state. The state may see an increase in revenue, as the District would help foster increased economic activity and jobs, leading to increased tax revenue.

E. Contact Information

Name: Charlie Cassens Title: City Manager, Lake Havasu City

Phone: 928-453-4141 Email: cassensc@lhcaz.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #2

Assist the legislature and Governor in the passage of a bill that enables Arizona cities and towns to invest future revenues in economic development projects through the formation of REVENUE ALLOCATION DISTRICTS.

Submitted by: City of Lake Havasu City, City of Bullhead City, City of Kingman, City of Winslow, City of Page

* * * * *

A. Purpose and Effect of Resolution

Large-scale economic development projects are a tremendous catalyst for job creation and economic growth in Arizona cities and towns. When large projects are constructed, they generate increased TPT and new property tax receipts. In some cases, a halo effect is created when property values and economic activity in adjacent areas of the city also increase as a result of their proximity to the new development.

However, in today's financial environment, financing the upfront costs of large projects, which often include substantial public components, can often be difficult, if not daunting. Creating a Revenue Allocation District may help solve this dilemma by allowing anticipated revenues from a completed project to be used to finance key components of the project itself.

For example, if Lake Havasu City wanted to encourage redevelopment of the English Village area around the London Bridge, the city could form a Revenue Allocation District around the area with the consent of 51 percent of the landowners within the District. The pre-construction dollar amount of TPT and property tax collections from within the English Village District would establish the base on the date that district was formed. In future years, any incremental increase in either of these revenue streams above the base could be used by the District to fund public improvements within the district. Most importantly, the District would have the authority to issue bonds to help finance the project and those bonds would be repaid by new revenue generated within that District.

B. Relevance to Municipal Policy

Promoting economic development and job creation is important to every city in the state of Arizona. Revenue Allocation Districts would give cities another option for supporting these projects. For those cities' proposals or projects that are pending financing, this legislation could serve as a catalyst for economic development. For cities that choose not to use this tool, this legislation would have no impact.

C. Fiscal Impact to Cities and Towns

The legislation calls for districts to capture only the city portion of NEW revenue that is generated as a result of a project being built. Other taxing jurisdictions such as schools and community colleges would not be affected. Municipal taxpayers located outside the District would be held harmless.

D. Fiscal Impact to the State

No state funds would be involved in the funding of a District because the legislation pertains only to the city portion of the TPT and property tax. However, the state would receive increased income tax collections from the new employees that work within the District in addition to increased corporate income tax receipts from the companies that move into the District.

E. Contact Information

Name: Charlie Cassens Title: City Manager, Lake Havasu City

Phone: 928-453-4141 Email: cassensc@lhcaz.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #3

Promote state legislation that provides Cities and Towns with tools to encourage the development of commercial and industrial zoned parcels primarily through property tax incentives that support speculative development.

Submitted by: Tri-City Council of Mohave County: City of Bullhead City, City of Lake Havasu City, City of Kingman

* * * * *

A. Purpose and Effect of Resolution

Many Arizona communities suffer from a lack of standing inventory of ready-to-occupy commercial buildings that businesses looking to relocate to the state are seeking. This legislation would seek to incentivize speculative commercial building by removing the property tax-related financial pressure of investing in a commercial parcel that may stand vacant for an unpredictable period of time.

B. Relevance to Municipal Policy

Supporting the development of speculative construction allows municipalities to increase the inventory of ready-to-occupy structures that many businesses looking to locate to Arizona are asking for. Relieving the tax-related financial stress associated with speculative building, communities will increase the offering of available structures for immediate commercial use. The communities, builders and the state will enjoy the economic benefits of the added construction and related jobs, as well as the long-term economic benefits related to the business enterprises it will attract.

C. Fiscal Impact to Cities and Towns

Any proposal developed by this resolution will be optional, meaning that there will be no fiscal impact to cities and towns that do not choose to participate. Those that are successful in inducing speculative commercial construction will experience positive fiscal results from the construction. Those communities will also be better positioned to attract a business that is looking to relocate, but not ready or willing to build.

D. Fiscal Impact to the State

The state will benefit from the construction-related tax revenues and the subsequent commercial and/or industrial enterprise that is later generated by the availability of real inventory. There are no fiscal impacts to the state related to the reduction of property taxes because such taxes are only assessed at the local level.

E. Contact Information

Name: Toby Cotter Title: City Manager, City of Bullhead City

Phone: 928-763-0122 Email: tcotter@bullheadcity.com

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #4

Amends A.R.S. § 48-574 to authorize retention and detention basin improvement districts to levy and expend money to operate, maintain, repair and improve retention and detention basins within a municipality.

Submitted by: City of Yuma, City of Apache Junction

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A. Purpose and Effect of Resolution

A.R.S. § 48-574 currently authorizes improvement districts for the operation, maintenance, repair and improvement of pedestrian malls, off-street parking facilities, parking and parkways. The proposed statutory change makes retention and detention basins eligible for operation and maintenance cost payment through an improvement district.

Under current state law, improvement districts are not specifically authorized to maintain retention and detention basins. As a result, off-site retention, which benefits only a small, localized area, is often subsidized by landowners outside of the area receiving the benefit (and who may already bear the burden of on-site retention on their parcel). Alternatively, under current law, a municipality could require the formation of a homeowner's or neighborhood association to maintain basins. Permitting a developer the flexibility to form an improvement district would allocate such costs directly to and in proportion to the benefit without the requirement of a homeowner's or neighborhood association.

The proposed legislation would allow operation, maintenance, improvement and repair costs for retention and detention basins to be included in the tax levy as part of a property owner's tax bill in accordance with assessed value or assessment of each lot within the improvement district in proportion to the benefit to each lot. The district would not have the authority to issue improvement bonds or to engage in any activity other than operation, maintenance, repair and improvement of the retention and/or detention basin.

B. Relevance to Municipal Policy

Improvement districts are prevalent across the state. A uniform process that allows cities and towns to more fairly distribute the perpetual maintenance costs of retention and detention basins will provide long-term cumulative savings to municipalities, provide developers with an alternative to homeowner's or neighborhood associations, and facilitate ease of payment for homeowners.

C. Fiscal Impact to Cities and Towns

Cities and towns that approve retention and detention basin improvement districts would realize savings that could be spent for other improvements or services.

D. Fiscal Impact to the State

There is no fiscal impact to the state.

E. Contact Information

Name: Steven W. Moore

Phone: (928) 373-5050

Title: City Attorney

Email: Steve.Moore@YumaAZ.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #5

Request and encourage the Arizona State Legislature to establish a mechanism enabling local government to establish renewable energy and conservation financing districts. In addition, encourage the Arizona State Legislature to identify and define energy efficiency, renewable energy and water conservation as a public benefit that enhances the public good and promotes the health, safety, prosperity, security, and general welfare of the community.

Submitted by: City of Flagstaff, City of Tucson

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A. Purpose and Effect of Resolution

Renewable energy and conservation financing district authority enables local government to create a financing mechanism to provide up front funds to commercial property owners for energy efficiency, renewable energy, and water conservation improvements. Property owners can opt in to finance energy efficiency improvements, renewable energy installation, and water conservation improvements on their property and repay financing through a property assessment.

Energy efficiency, renewable energy and water conservation create an opportunity to utilize our nation's resources wisely and secure reliable, clean, and safe energy. In the current economic climate the upfront financial commitment necessary to implement energy efficiency, renewable energy, and water conservation improvements is often a barrier for property owners. A voluntary renewable energy and conservation financing district can remove these barriers.

In Arizona, energy efficiency, water conservation and renewable energy financing programs have significant potential to stimulate the state's economy, create jobs and transition residents to sustainable energy use and production. Such programs can deliver benefits beyond energy independence, including new sources of workforce stabilization and development, increase value and comfort of buildings, provide protection from increasing energy costs and enhance community awareness.

Energy efficiency, water conservation and renewable energy financing programs have been developed in numerous communities across the nation. At least 30 states have passed enabling legislation that allows local government to establish property assessed energy efficiency, water conservation and renewable energy financing districts, defines energy efficiency, water conservation and renewable energy as a public benefit, and grants the authority to issue bonds.

The federal government currently encourages the installation and use of renewable energy through a series of federal tax incentives and credits. Arizona also has several tax incentive-based programs to encourage the production of renewable energy. These incentives collectively make renewable energy projects more affordable only after installation but do little to address the upfront financial commitment.

Improving the energy efficiency of existing structures and deploying renewable energy installations supports adopted Arizona House Bill 2638 (2007), which requires towns, cities, and counties with a population greater than 150,000 to adopt an energy element to their planning policies that will encourage and provide incentives for the efficient use of energy and requires that community general plans contain an assessment that identifies policies and practices that will provide for the greater use of renewable energy

sources.

This resolution also supports Arizona regulated utilities' efforts to meet the Arizona Corporation Commission's Renewable Energy Standard that requires 15 percent of their energy generation to come from renewable resources by 2025.

B. Relevance to Municipal Policy

This resolution would support municipalities that choose to promote energy efficiency, renewable energy and water conservation practices within their communities. Many Arizona communities are working to improve the efficiency of existing building stock in the residential and commercial sectors to promote sustainability and help protect community members from rising energy costs.

C. Fiscal Impact to Cities and Towns

Renewable energy and conservation financing district authority would allow local governments to proactively provide a mechanism for property owners to decrease their fossil fuel use and increase energy cost savings. Energy efficiency, renewable energy and water conservation financing programs can remove upfront financial barriers for property owners that would like to develop energy efficiency, renewable energy and water conservation projects. With enabling legislation, local governments could voluntarily elect to establish energy efficiency, renewable energy and water conservation financing program and participation in the program would be completely voluntary for interested property owners. There would be no fiscal impact on the city or town.

D. Fiscal Impact to the State

There are no fiscal impacts to the State. Energy district authority would allow for opt-in energy efficiency and renewable energy financing programs at the fiscal responsibility of the property owner.

E. Contact Information

Name: Nicole Woodman / Jerene Watson

Title: Sustainability Manager / Deputy City Manager

Phone: 928-213-2149 / 98-213-2073

Email: jerenewatson@flagstaffaz.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #6

Urges the Legislature to stop future sweeps of Highway User Revenue Funds (HURF) allocated to Arizona cities and towns and urges to restore HURF funding to FY2008 levels.

Submitted by: City of Yuma, City of Sedona, City of Apache Junction, City of Winslow

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A. Purpose and Effect of Resolution

HURF funds come from a number of sources including use fuel taxes, motor carrier fees, vehicle license taxes and motor vehicle registration fees. Statutes provide a method of distributing these funds among the state, counties, and cities for the purpose of construction, improvements and maintenance of streets and roadways within their jurisdictions. The State has swept portions of these revenues each year since FY2008, mainly to support Arizona Department of Public Safety (DPS). These sweeps affect every municipality and county in the state. As a result of these sweeps, more than 38 percent of Yuma's major roadways are in poor or below average condition. Delayed maintenance on streets has caused many streets to now need total replacement, at a much greater cost. The poor condition of transportation infrastructure is a detriment to attracting new commerce and industry.

In addition to the direct impact on cities' streets and roadways, this slowdown and halt of street construction and maintenance has cost jobs. The Arizona chapter of the Associated General Contractors estimated in 2011 that 42,000 jobs have been lost due to the lack of highway construction. This loss has had a negative impact on the economic viability of the State.

B. Relevance to Municipal Policy

The longer the attention to street maintenance is neglected, the more costly it becomes to bring streets up to even average condition. Many Arizona counties, cities and towns experience a significant rise in population during the winter months. The declining street infrastructure negatively affects the states' tourism industry and makes other warm states more attractive to these visitors.

C. Fiscal Impact to Cities and Towns

The sweeps have touched every county, city and town in Arizona. There are no replacement revenues for cities to tap. As maintenance is delayed, the cost rises. Restoring full HURF funding to local jurisdictions will allow much needed street replacement, repair, and maintenance.

D. Fiscal Impact to the State

Reinstating the statutory distribution of HURF monies, including the funds to be allocated to DPS pursuant to statutes, may require the State find other sources of revenue for DPS.

E. Contact Information

Name: Steven W. Moore

Title: City Attorney

Phone: (928) 373-5050

Email: Steve.Moore@YumaAZ.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #7

Urges the Legislature to find a sustainable revenue collection system that will increase revenue into the Highway User Revenue Fund. The purpose of this Resolution is to recommend the formation of a HURF revenue study committee to work together to analyze transportation funding challenges, explore revenue options and make recommendations for an up to date alternative revenue collection system necessary to expand and maintain Arizona's transportation network now and into the future.

Submitted by: City of Kingman, City of Apache Junction, City of Bullhead City, Town of Camp Verde, Town of Clifton, City of Lake Havasu City, City of Somerton, City of Page, Town of Payson, City of Sierra Vista, City of Tombstone, City of Winslow

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A. Purpose and Effect of Resolution

Investment in our transportation system is absolutely vital for Arizona's economic expansion and the safety of our traveling public. The quality of Arizona's transportation infrastructure directly affects the quality of life of Arizonans through mobility, safety and jobs. To be successful, commerce, economic development and international trade depend on quality transportation systems. Good quality roads are an integral part of tourism, one of Arizona's top economic drivers. Infrastructure enhances accessibility of tourists to different parts of our state. More specifically, transportation is an essential component of successful tourism development that creates an impression of our state, induces the creation of attractions and encourages the growth of existing ones.

The quality of Arizona's transportation infrastructure continues to deteriorate. Revenue going into the Highway User Revenue Fund (HURF) has decreased substantially and over the past several years, hundreds of millions of dollars have been diverted from the already declining HURF fund. Arizona's transportation funding levels, while once average, now ranks 42nd in the nation. Modernization of how we pay for infrastructure needs to be reviewed to secure adequate and sustainable funding. Transferring of HURF revenues to pay for other government programs needs to stop. Arizona cannot afford to slip further behind.

- Transportation revenue collection continues to decline. Gasoline tax has lost its value over the past decade. And gas and fuel tax revenues will continue to decrease over time due to the increased fuel efficiency of the fleet. With more fuel efficient fleet, increasing the gasoline tax may not be a viable solution to sustain our current and future infrastructure needs. HURF revenues for 2013 of nearly \$1.2 billion were \$200 million less than 2007 and even less when compared to 2004.
- According to ADOT's numbers, fuel tax revenues collected in FY 2013 totaled \$647.9 million. In FY 2004 \$642.5 million in fuel taxes were collected – that's less than a percent difference over a span of 10 years, yet the rate of inflation over this period of time is 23.9 percent.
- Due to our state's critical transportation funding gap, highway construction has become increasingly reliant on Washington. However, federal transportation dollars are drying up as well; it is expected that there will be no federal funding for new projects in fiscal year 2015 and beyond. Arizona currently receives roughly \$675 million in federal highway funding. The continuation of receiving federal assistance remains highly volatile.
- Americans pump less gas these days, have a greater dependence on mass transit and live in walkable communities where they walk to services, schools and jobs. With persistently high gas prices, fuel efficient cars like hybrids and electric cars are important factors for consumers. According to the

University of Michigan, vehicles manufactured in the month of February 2014 averaged 25.2 mpg, a drastic improvement compared to 16.9 mpg in 1991 – the last time AZ gas taxes were addressed.

- The 2013 ASCE report card for Arizona’s infrastructure reflects 52 percent of Arizona roads were rated in poor to mediocre condition, and driving on these poor roads costs Arizona motorists almost \$887 million per year in vehicle repair and operating costs. Additionally the report reflects 3.2 percent of Arizona bridges are structurally deficient and 9.2 percent are functionally obsolete.

Arizona’s HURF revenue collection system is clearly outdated, running a budget based on a 1991 tax. The purpose of this Resolution is to recommend the formation of a HURF revenue study committee to work together to analyze transportation funding challenges, explore revenue options and make recommendations for an up –to-date alternative revenue collection system necessary to expand and maintain Arizona’s transportation network now and into the future. *Examples* of possible alternative revenue sources the committee can explore include, but are not limited to:

- Increase to the current taxing rates.
- Implement some sort of indexing mechanism.
- Move to a vehicle miles traveled tax.
- Implement a transportation-targeted state and local sales tax.
- Permit cities and towns to collect their own gas tax.

Example of possible study committee composition can include a 19-member team representing all regions of Arizona and from the following groups: state, county and local government officials, League staff, business, labor and advocates for motorists, to name a few.

Our recommended timeline is for the study committee to be appointed in the 2015 legislative session, with a report of its findings and recommendations to the Governor and the legislature on or before December 1, 2015.

B. Relevance to Municipal Policy

Arizona is at a crucial decision point for transportation funding; our transportation system is in trouble. Allowing our roads to crumble, losing jobs and tourists and endangering the public is a disastrous plan, when we could secure adequate, sustainable transportation funding. Cities and towns across our state are struggling with a backlog of pavement preservation projects and dwindling transportation revenues.

Arizona's gasoline tax has stood at 18 cents per gallon for nearly 23 years. Over those years, the average rate of inflation is 2.63 percent making that 18 cents now worth what a dime was in 1991. Had the rate of inflation been kept up, that 18 cents tax would be .33 cents today. The buying power to construct new transportation improvements and maintain the existing transportation infrastructure has diminished due to inflation. Growth, changes to fuel saving automotive technology and driving habits are resulting in less revenue to repair our crumbling transportation infrastructure. Infrastructure is deteriorating on a yearly basis resulting in escalating and unaffordable costs for repair; it’s reached a tipping point!

Fundamental responsibility for transportation decision-making should be at the local level. Municipalities should have the ability to set their own priorities in transportation investment that satisfy local needs and objectives. Maintaining and expanding our vital transportation infrastructure is critical for economic growth in our communities. With the overwhelming amount of economic activity that occurs in cities and towns, investing in infrastructure at the local level will create jobs, encourage tourism, and attract out-of-state businesses and to keep local businesses in our communities.

C. Fiscal Impact to Cities and Towns

Streets, roads and bridges are critical assets for local government. HURF revenues are our primary source of street funding. While we appreciate the inclusion of some restored HURF revenue in the recently adopted state budget, over the past decade, more than \$200 million in city and town HURF funds have been transferred to DPS. These legislative sweeps have been devastating to local governments. Sweeps need to stop and be redirected back to their intended use.

Local roads comprise over 75 percent of the nation's pavement. Roughly half of all HURF revenues are directed to county and municipal road programs. Mohave County alone has seen its HURF dollars reduced by 20 percent, losing \$5.9 million which has contributed to 80 percent of its road network reaching or surpassing its pavement service life.

Declining revenues and HURF sweeps have greatly affected the City of Kingman's transportation infrastructure program:

- Kingman has an increasing backlog of annual maintenance needs with a current estimated shortfall of approximately \$11 million.
- A funding gap of \$26.5 million is required to complete Kingman's much needed short term transportation projects.
- Kingman's 20 year Long Range Transportation Projects, which considers such factors as pavement conditions, congestion levels and safety performance, are estimated to have a \$365.9 million funding gap between needs and revenues.

Appointment of a HURF revenue study committee can review approaches to implement a set of revenue measures that address the transportation infrastructure funding shortfalls experienced by cities and towns across Arizona.

D. Fiscal Impact to the State

Economic development and job growth continue to be cited as top priorities of public, local and state government officials, legislators and the Governor. Both are dependent on quality and capacity of our transportation infrastructure.

Infrastructure investment means higher economic activity for the construction industry. During the recession, Arizona construction jobs were slashed from 250, 000 to 120,000.

Maintenance in the state's transportation infrastructure already in place is not being adequately addressed. Last year's five-year program update provided \$150 million per year for maintenance while ADOT's pavement preservation staff estimate they need roughly \$260 million. ADOT estimates its system has \$18.4 billion worth of assets that would cost over \$100 billion to replace.

Due to declining transportation revenues, last year's ADOT five-year plan update required \$350 million in previously planned highway construction and maintenance activity. ADOT has had to cut or defer \$537 million in needed infrastructure projects, current revenue collection is woefully deficient.

The state's 25-year Long Range Transportation Plan, which considers such factors as pavement conditions, congestion levels and safety performance, projects a \$63 billion gap between needs and revenues. Appointment of a HURF revenue study committee can review approaches to implement a set of revenue

measures that address the transportation infrastructure funding shortfalls experienced by the state to properly fund vital infrastructure.

E. Contact Information

Name: Jackie Walker Title: Intergov & Human Resources/Risk Mgt

Phone: 928-753-8107 Email: jwalker@cityofkingman.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #8

Requests the Legislature amend statute ARS 42-5033.01 to authorize municipalities options in lieu of conducting a special census to determine population estimates and housing vacancy rates for mid-decennial population updates.

Submitted by: Town of Prescott Valley, City of Page, Town of Chino Valley

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A. Purpose and Effect of Resolution

In 2003, the Arizona State Legislature passed SB 1209 which gave municipalities three options in lieu of conducting a special census to calculate their population estimate for shared revenue purposes. Those options included using their population estimate from the 2000 census, contracting with the Census Bureau to conduct a sample survey or using a population estimate approved by the Director of the Department of Economic Security.

The 2010 census was conducted in the midst of the worst economy this country has seen since the great depression. It was a time of high foreclosures and residents abandoning their homes because they were upside down on their mortgage. This resulted in the census reporting dramatically higher vacancy rates, and lower population numbers, for many cities.

The effect of this resolution would allow municipalities similar options afforded to all jurisdictions throughout the past 30 years to determine 2015 population estimates, thereby offering a reasonable alternative to the very costly door-to-door census count.

B. Relevance to Municipal Policy

Currently, the only option cities and towns have to update population estimates used to distribute state shared revenues mid-decade is to conduct a special census.

C. Fiscal Impact to Cities and Towns

Cities and Towns with abnormally high vacancy rates in 2010 are being negatively impacted by inaccurate population estimates used to determine state shared revenues. Enabling municipalities to correct vacancy rates from 2010 and use other methods for population estimates in 2015 would more accurately portray municipal populations; thereby impacting state shared revenue for each jurisdiction.

D. Fiscal Impact to the State

There is no fiscal impact to the state. Any population changes made would simply re-allocate the distribution of state shared revenues between municipalities to reflect a more accurate population estimate.

E. Contact Information

Name: Larry Tarkowski

Title: Town Manager

Phone: 928-759-3100

Email: ltarkowski@pvaz.net

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #9

Support the restoration of funding to the Arizona Housing Trust Fund.

Submitted by: City of Flagstaff, Town of Chino Valley, City of Prescott Valley

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A. Purpose and Effect of Resolution

Created in 1988 to provide a flexible funding source to assist in meeting the needs of low-income households in Arizona, the Housing Trust fund is funded from the sale of unclaimed property, such as stocks or savings accounts abandoned by the owner, often due to a death without a will. The Housing Trust Fund was initially funded by 35 percent of unclaimed property proceeds and then increased over time to 55 percent to better address rural housing needs. Prior to the Great Recession, the Housing Trust Fund received over \$30 million annually. Due to state budgetary constraints, in 2010 the Housing Trust Fund was capped at \$2.5 million.

B. Relevance to Municipal Policy

Cities and towns as well as non-profits are eligible to apply to receive an allocation of the Housing Trust Fund to further housing objectives within their communities. Restoration of funding to the Trust Fund will enable a greater number of grant applications to be funded and other funding to be leveraged.

C. Fiscal Impact to Cities and Towns

Funding from the Housing Trust Fund has the potential to bring much needed funding to communities to address housing needs, either through the city, town or a non-profit application for use to further local housing objectives.

D. Fiscal Impact to the State

When the Housing Trust Fund was capped at \$2.5 million in 2010, the funding from the sale of unclaimed property was reallocated to other areas. Restoration of funding to the Trust Fund will potentially pull funding away from the areas to which it was reallocated.

E. Contact Information

Name: Sarah Darr

Title: Housing Manager

Phone: 928-213-2745

Email: saradarr@flagstaffaz.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #10

Urges the authorization of expenditure and full appropriations through the reenactment of repealed ARS 41-501, 503 and 504 to restore the Arizona State Park Heritage Funds.

Submitted by: City of Sedona, City of Kingman, City of Bullhead City, Town of Camp Verde, City of Cottonwood, City of Lake Havasu City, City of Globe, City of Winslow, City of Page, City of Flagstaff

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A. Purpose and Effect of Resolution

The Arizona State Parks (ASP) Board Heritage Fund that was established in November 1990 by voter initiative provides up to \$10 million annually to ASP from Arizona Lottery proceeds (A.R.S. §41-503). There were three competitive grant programs offered annually from the Heritage Fund dollars to provide opportunities for the public to enjoy parks and outdoor recreation and to help preserve natural and cultural resources. 17 percent of the State Parks Heritage Fund revenues were available annually (up to \$1.7 million) through the Historic Preservation (HP) Grant Program. 35 percent of the revenues (up to \$3.5 million) were available through the Local, Regional and State Parks (LRSP) Grant Program and 5 percent of the revenues (up to \$500,000) went to the Trails Heritage Fund, of which 95 percent was available through the competitive grant program.

Since 2009, sweeps of the Heritage Fund resulted in the discontinuation of the Heritage Fund Grant Programs due to lack of funding. The Heritage Fund Grant Programs were an important source of funding, through the LRSP in particular, to Cities and Towns for their ability to enhance and expand local park sites. The sweep of Heritage Funds directly impacts the ability of Cities and Towns to provide funds to conserve our state's natural, cultural and historic resources and shifts costs to Cities and Towns that are the burden of the state and benefit the state.

Not only were the remaining Heritage Funds eliminated – funds that were used for Capital Improvements to the Arizona State Parks – but also the Legislature fully repealed the funding mechanism for Heritage Funds through the repeal of authorizing statutes A.R.S. 41-501, 41-503, and 41-504 effective on July 1, 2011. The FY 12 State Budget swept the remaining \$2,090,000 of the Enhancement Fund, which eliminated the amount available for Capital Programs and left ASP with no capital funds available to repair structural emergencies. Without reauthorization of the related statutes, there is no vehicle to appropriate funds and the future of not only local funding but also the entirety of Arizona State Parks hangs in the balance. The inability to fund needed Capital Improvements and even emergency repairs puts ASP at a dangerous financial precipice.

B. Relevance to Municipal Policy

Approval of this resolution and resulting policy changes would provide a vehicle for funding to continue municipalities and the states' ability to provide and enhance the conservation of our state's natural, cultural and historic resources. It would shift the responsibility for these programs back to the state and reinforce the voter-approved initiative that originally placed the burden on the state

C. Fiscal Impact to Cities and Towns

Reenactment of Arizona Heritage Fund appropriations would have a significant positive impact on recreational opportunities; environmental education for the K-12 curriculum and enrichment for educators; grants and research; as well as response to and help with ameliorating human-wildlife conflicts in urban areas. It also would positively impact the viability of State Parks as the sweep of funds has left ASP without funds for capital improvements or for any structural emergency. The loss of Heritage Funds has a direct impact on Cities and Towns due to the economic impact of State Parks as evidenced in the “The Economic Impact of Arizona State Parks 2007,” study prepared by The Arizona Hospitality Research & Resource Center, Center for Business Outreach and The W. A. Franke College of Business, Northern Arizona University in February 2009.

D. Fiscal Impact to the State

The restoration of Arizona Heritage Fund dollars to pre-2009 levels would require \$10 million, which previously had been authorized from Arizona Lottery proceeds per A.R.S. §41-503.

E. Contact Information

Name: Nicholas R Gioello

Title: Assistant to the City Manager & Government
Relations Manager

Phone: 928-203-5100

Email: ngioello@sedonaaz.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #11

Requests the Legislature appropriate \$20 million to the Greater Arizona Development Authority (GADA) infrastructure fund, restoring its original statutory mandate and pre-FY2008 funding level. Further requests the Legislature insulate the GADA fund from future sweeps.

Submitted by: City of Apache Junction, Town of Chino Valley, Town of Queen Creek, Town of Sahuarita

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A. Purpose and Effect of Resolution

Adoption of this resolution will:

- Support economic development in small, rural and tribal communities through infrastructure investment
- Address an urgent need to upgrade deteriorating infrastructure
- Provide affordable financing for smaller municipalities
- Create a sustainable source of funding for Arizona's infrastructure needs

In FY1997, the State created the Greater Arizona Development Authority to fund the infrastructure needs of small, rural and tribal communities across the State of Arizona. Since that time, GADA has leveraged an initial State appropriation of \$20 million to successfully finance 84 projects, totaling \$575 million.

Since FY2008, the State has swept unrestricted GADA fund balances into the General Fund. This has significantly diminished the ability of small cities and towns to plan and execute capital improvement projects. The practice has negatively impacted every municipality with a population of fewer than 50,000 residents and every county with a population of fewer than 200,000 residents. Infrastructure investment plays a critical role in the economic viability of our communities not only in terms of future development, but also in terms of retaining existing employers and industry.

B. Relevance to Municipal Policy

Infrastructure investment creates jobs, builds better communities and makes the State of Arizona a safer and more productive place to live. The GADA fund has provided financing for a wide variety of infrastructure projects, including public safety, road improvements, wastewater system improvements, community centers, libraries, parks and recreation facilities and municipal service buildings. The projects are as unique and varied as the communities themselves. The projects have included new initiatives as well as renovations to dangerous and outdated infrastructure. Maintaining and improving infrastructure creates viable communities where people want to live, work and visit.

C. Fiscal Impact to Cities and Towns

Not only has GADA been able to provide access to bond markets for municipalities with unproven and weaker credits, but GADA's strong bond rating has resulted in lower interest rates for the borrower. Further, GADA has provided for significantly lower issuance costs for municipalities. The lower costs have been accomplished through direct subsidies as well as cost allocation across a pool of participants. To date these

lower interest rates, subsidies and allocations have totaled almost \$18.5 million or an average of approximately \$250k in savings per financing. These savings are significant for small, rural and tribal communities.

Failure to pass this resolution will drive up the cost of infrastructure financing for many of our small municipalities.

D. Fiscal Impact to the State

To date, GADA has leveraged an initial \$20 million in appropriations from the State into \$575 million in infrastructure projects. This represents a net cost avoidance to the State and its taxpayers of \$555 million in direct capital investment. This also represents an effective leverage rate of almost 30:1. That is to say, for every \$1 of State appropriation, GADA has successfully provided almost \$30 of infrastructure investment in our communities.

Reinstatement of the GADA fund, with statutory insulation from future sweeps, will allow GADA to provide future infrastructure loans from cash flow.

E. Contact Information

Name: Matt Busby

Title: Asst. to the City Manager

Phone: 480-474-5096

Email: mbusby@AJCity.Net

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #12

Urge the Governor and State Legislature to amend A.R.S §38-848.3 and A.R.S §38-713a1b to include one representative from a large city along with one representative from a small non-metropolitan city on the Public Safety Retirement System Board of Trustees and the Arizona State Retirement System Board.

Submitted by: City of Sierra Vista, City of Apache Junction

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A. Purpose and Effect of Resolution

This resolution seeks to add more balanced representation of local government to both the Public Safety Personnel Retirement System Board of Trustees as well as the Arizona State Retirement System Board. Currently, Small municipalities in the state are being impacted by the decisions being made to reform the public safety retirement system. Including members from a large and small city will allow a broader perspective on discussions as it relates to proposed changes to the system.

B. Relevance to Municipal Policy

Cities and towns across the state are being significantly impacted by the pension issue, particularly the PSPRS system decisions. Small communities with smaller police and fire departments are particularly hard hit with major increases, and several smaller rural communities are among the highest percentage of contributions in the state. The City of Bisbee pays 64.7 percent and Prescott 59.66 percent of their respective public safety payroll toward PSPRS. Making sure small rural communities have a voice at the table is important.

C. Fiscal Impact to Cities and Towns

This resolution has no fiscal impact to the Cities and Towns directly. However, Arizona Cities and Towns are keenly affected by the decisions of both retirement bodies. Therefore, it is essential that the perspective of municipalities be considered in system-wide decisions.

D. Fiscal Impact to the State

This resolution has no fiscal impact to the State.

E. Contact Information

Name: Mary Jacobs

Title: Assistant City Manager

Phone: 520-439-2147

Email: Mary.Jacobs@SierraVistaAZ.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #13

Adopt further improvements to Arizona's public safety retirement system that will promote affordability for taxpayers while providing for the benefit promised to workers. These improvements should include a plan to effectively deal with the problem of unfunded liability, bringing a balance within a reasonable period of time while ensuring that Arizona remains competitive in its ability recruit and retain talented public safety employees.

Submitted by: City of Flagstaff, Town of Paradise Valley

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A. Purpose and Effect of Resolution

Explore mechanisms to improve public safety pensions for both employer and employees that create an economically sustainable retirement system that protect taxpayers.

B. Relevance to Municipal Policy

Need for sound financial planning and budgeting and use of the taxpayer dollars. How cities spend the taxpayers' money is one of its most important responsibilities and a significant factor in garnering the trust of our citizens.

C. Fiscal Impact to Cities and Towns

The disparate fiscal impact on each of the municipalities varies widely and creates challenges in budgeting and planning for the future. The current unfunded liability and increasing contribution rates for the public employee retirement systems are not financially sustainable and create a heavy burden on local governments to continue to fund pensions.

D. Fiscal Impact to the State

Leveling the state contribution to be applied more uniformly across municipalities could be an impact to the State budget. The anticipated costs associated with decreasing unfunded liability will have a big impact on state and local budgets for years to come and is an essential component of any pension reform measure.

E. Contact Information

Name: Michelle D'Andrea/Jerene Watson

Title: City Attorney/Deputy City Manager

Phone: 928-213-2044/928-213-2073

Email: jerenewatson@flagstaffaz.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #14

Develop and pass legislation to make the requirements for annexation a more simple and flexible process.

Submitted by: City of Yuma, Town of Oro Valley, City of Bullhead City, Town of Marana, Town of Wickenburg

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A. Purpose and Effect of Resolution

The annexation process is cumbersome and needs examination. This resolution proposes to advocate for reasonable solutions to the annexation dilemma.

Excessive signature requirements are a deterrent to annexation. Cities and towns are required to obtain signatures from utility companies and other entities that do not own real property in the proposed annexation area. Cities and towns are also required to meet an assessed valuation threshold, but when the city or town does not levy a property tax, the value of the property is irrelevant.

Over time, cities created county islands by annexing around the areas that did not meet the statutory signature requirements for annexation. This has resulted in pockets of non-incorporated areas dotted throughout cities. These county islands do not receive the same level of public services, such as improved infrastructure, water and sewer services, sanitation, and public safety and emergency services, as the property as close as next door. An unintended consequence is that when an emergency arises in an unincorporated area that is wholly within or adjoining a city's boundaries, there is often confusion over which agency should respond. For example, when emergency assistance calls from an unincorporated area are received by a city, there may be delays in responding while the call is routed to the county. Or, both jurisdictions may respond to a public safety event when the boundaries are not readily known, and in the worst case neither may respond.

The irony is that unincorporated areas contribute to a city's economy, but cannot participate in decisions affecting their community and, at the same time, create burdens on cities that adjoin or surround them and on the counties they look to for services. This resolution seeks to alleviate this situation and will benefit all property owners within a city's annexation area and county islands.

The League, interested members, and other stakeholders should convene to discuss these problematic areas and design legislation that will enhance the annexation process without undue burden to any one party.

B. Relevance to Municipal Policy

Statutes regarding municipal annexation have become more complicated over time. Simplifying the annexation process to allow cities and towns to provide important urban services within their boundaries is good policy. Annexation also fosters civic engagement in the democratic process and a sense of shared responsibility for our communities.

C. Fiscal Impact to Cities and Towns

Residents living in unincorporated areas are affected by decisions made by cities and towns, yet they have no

voice in the governing process. Reducing the unincorporated population is a key strategy for cities and counties to maintain fiscal stability. Annexation allows cities and towns a way to expand their retail sales tax base providing greater fiscal stability. This increased governance capacity ensures that cities and towns are able to provide adequate services to all Arizona citizens. If legislation moves forward that allows greater flexibility in annexing county islands, it would be up to cities and towns themselves to determine when and if they annex these areas. Those communities that choose to move forward will need to extend their services to newly annexed areas. Those costs would be different for each community. But nothing in the legislation should require a city or town to annex county islands if they feel they cannot provide services.

D. Fiscal Impact to the State

There is no fiscal impact to the State when it comes to which local government provides local services. Minor adjustments in state-shared revenues would be made based on population changes, but it would be a reshuffling of the total allocation, not an increase in state revenues to local government. Eliminating barriers to annexation would also encourage economic development, which would ultimately result in increased revenue to the sState.

E. Contact Information

Name: Steven W. Moore

Title: City Attorney

Phone: (928) 373-5050

Email: Steve.Moore@YumaAZ.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution # 15

Urges the Legislature to amend A.R.S. § 39-121.01 to allow cities and towns to place reasonable balances on public record requests that are overbroad or abusive and on the frequency on requests. Such limitations may include placing reasonable limitations on the number of requests from individuals or groups within a specified, reasonable period of time.

Submitted by: City of Yuma, City of Apache Junction

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A. Purpose and Effect of Resolution

This Resolution seeks amendments to public records access laws that will allow cities and towns to facilitate and maintain timely and complete citizen's access to public records while discouraging frequent, overbroad or abusive requests.¹

Municipalities receive and process thousands of requests for public records each year. Most of these requests are reasonable, coming from the media and persons who may or may not make other requests, but who seek specific and limited information. However, there are times when filling these requests is delayed because of frequent, extensive or excessive numbers of requests of other persons. Requests from these few individuals require a significant and disproportionate amount of staff time to locate, review, redact and prepare voluminous amounts of documents or materials from multiple departments for inspection and/or copying. In some cases, the requesting party doesn't review the records after having been notified they are available for inspection. This creates unnecessary work for employees, delays other important work (including filling public records requests from other persons) and drains the public coffers.

Some requests by these individuals are overbroad, such as requests for "All documents, e-mail, memoranda, etc. pertaining to the city action...." These documents can cover many years, require production of hundreds or thousands of documents and involve research and review by several City departments. Again, after spending many hours locating, assembling, redacting and copying these records, some are never inspected by the requestor.

Municipalities also receive and process numerous requests for public records from only a few individuals. As an example, Yuma received 46 requests in 44 business days from a single individual, including nine filed in one day, while 25 other filed requests of the same individual waited to be reviewed. A single individual is responsible for the following statistics:

<u>Year</u>	<u>Number of requests</u>
2008	114
2009	120
2010	85

¹ Nothing in this Resolution is intended to limit media access to public records.

2011	155
2012	81
2013	163
2014 (as of May 7)	36

This resolution requests amendment of Title 39 to give municipalities the ability, in limited instances, to place reasonable restrictions on the number or frequency of requests made by a single individual. It also requests to limit certain requests such as those with a broad scope or ones that cover an extensive time period and those where the individual is unwilling to narrow the request. Such restrictions will allow cities to both comply with the spirit and intent of public records laws, while discouraging the frequent, numerous, overbroad or abusive requests. These limited restrictions will discourage abusive requests while maintaining public records access for all citizens. Those individuals making frequent, numerous or overbroad requests may be limited in the number of requests accepted within a specified time and have new requests held until all previous requests have been inspected. Additional requests beyond these numbers would still be filled, however, the taxpayer would not have to continue bear costs of over-burdensome requests.

B. Relevance to Municipal Policy

Transparency is an essential component of a responsive, representative government. Cities endeavor at all times to be open, accessible and responsive to their citizens. Making records available for inspection by the public and the media is important to maintaining transparency and trust in government. Most citizens and the media are conscientious and purposeful in their requests. However, requests by a few individuals that are overbroad or abusive and require disproportionate amounts of city-wide staff time do not further the goal of transparency and will hurt citizen access to, and the availability of, public records.

C. Fiscal Impact to Cities and Towns

Cities will still respond to public records requests in the spirit of transparency and openness in government. Allowing cities some relief from abusive public records requests or to identify potentially abusive practices will free staff to perform other governmental functions.

D. Fiscal Impact to the State

There will be no fiscal impact to the State. However an amendment could include public records requests of the State, which will result in savings.

E. Contact Information

Name: Steven W. Moore Title: City Attorney

Phone: (928) 373-5050 Email: Steve.Moore@YumaAZ.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #16

Urges the Legislature to pass legislation that bans the use of cell phones, smart phones or similar data devices with one or both hands, particularly texting, while in control as the driver of a motorized vehicle.

Submitted by: City of Sedona, City of Bullhead City, City of Kingman

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A. Purpose and Effect of Resolution

The purpose of this legislation is to ban the unsafe practice of using a cell phone, smart phone or similar data devices with one or both hands while in control as the driver of a motorized vehicle, except in the case of an emergency. The effect would be to limit the distraction of the vehicle driver, thereby improving public safety while driving on public and private roads, thoroughfares and highways.

According to the National Highway Transportation Safety Administration (NHTSA), 43 states including D.C. Puerto Rico, Guam and the U.S. Virgin Islands ban text messaging for all drivers. 12 states including D.C., Puerto Rico, Guam and the U.S. Virgin Islands prohibit all drivers from using handheld cell phones while driving.

In 2009, several large scale naturalistic driving studies conducted by Virginia Tech Transportation Institute concluded the following concerning the use of cell phones and texting while driving:

For light vehicles or cars:

- Dialing a cell phone made the risk of crash or near-crash event 2.8 times as high as non-distracted driving;
- Talking or listening to a cell phone made the risk of crash or near-crash event 1.3 times as high as non-distracted driving; and
- Reaching for an object such as an electronic device made the risk of crash or near-crash event 1.4 times as high as non-distracted driving.

For heavy vehicles or trucks:

- For heavy vehicles or trucks:
- Dialing a cell phone made the risk of crash or near-crash event 5.9 times as high as non-distracted driving;
- Talking or listening to a cell phone made the risk of crash or near-crash event 1.0 times as high as non-distracted driving;
- Use of, or reach for, an electronic device made the risk of crash or near-crash event 6.7 times as high as non-distracted driving; and
- Text messaging made the risk of crash or near-crash event 23.2 times as high as non-distracted driving.

Virginia Tech Transportation Institute also found that when a driver of a vehicle is texting, five seconds is the average time your eyes are off the road. When traveling at 55mph, five seconds is enough time to cover the length of a football field.

The NHTSA states the following facts (February 2014, Traffic Safety Facts Research Note DOT HS 811 884):

- The percentage of drivers holding cell phones to their ears while driving stood at 5 percent in 2012. This rate translates into an estimated 660,000 vehicles driven by people using hand-held cell phones at a typical daylight moment in 2012. It also translates into an estimated 9 percent of the vehicles whose drivers were using some type of phone (either hand-held or hands-free) at a typical daylight moment in 2012.
- Hand-held cell phone use continued to be highest among 16- to 24-year-olds.
- The percentage of drivers visibly manipulating handheld devices while driving increased from 1.3 percent in 2011 to 1.5 percent in 2012.
- Since 2007, the percentages of drivers' visibly manipulating hand-held devices while driving has been significantly higher among drivers age 16 to 24 than those of other age groups.

Multiple studies have concluded that using cell/smart phone or similar data devices with one or both hands while in control as the driver of a motorized vehicle-- and especially the practice of texting-- dramatically escalates the distraction rate of a driver and leads to statistically higher rates of injuries and fatalities in motorized vehicle accidents. Studies have also shown that young drivers, ages 16 to 24 have the highest rates of cell phone usage while driving a vehicle compared to all other age groups.

B. Relevance to Municipal Policy

A comprehensive statewide ban on the use of cell/smart phones with one or both hands including texting while driving a motorized vehicle would be easy for all municipalities across the state to consistently enforce a law that would improve public safety and save lives. It will also give citizens greater comfort in knowing that hands-on cell/smart phone usage is prohibited everywhere at all times instead of learning which towns/cities/counties have bans in place and the differences of the laws in each jurisdiction. Having one consistent policy across the state should improve the chance for voluntary compliance among citizens.

C. Fiscal Impact to Cities and Towns

The fiscal impacts are unknown, however the decline in serious vehicular accidents, injury and death as a result of such legislation should have a positive impact on the need for emergency response personnel and municipal services, thus freeing up emergency personnel and equipment for other emergencies.

D. Fiscal Impact to the State

It is anticipated there would be little if any fiscal impact to the state from such a ban.

E. Contact Information

Name: Nicholas Gioello

Title: Assistant to the City Manager & Government Relations Manager

Phone: 928-203-5100

Email: ngioello@sedonaaz.gov

Resolution #17

Requests that the Legislature amend statute (A.R.S. § 9-821.01) to allow cities and towns to calculate the majority of votes cast for a municipal office based on the total number of votes cast for that office.

Submitted by: Town of Gilbert, Town of Queen Creek, City of Lake Havasu City, Town of Clifton, Town of Oro Valley, City of Bullhead City, Town of Snowflake, City of St. Johns

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A. Purpose and Effect of Resolution

During the 2010 Legislative session, the Legislature amended A.R.S. § 9-821.01 to allow cities and towns to adopt an ordinance to provide that the total of all votes tabulated for mayoral candidates constitutes the total number of votes cast at the election for purposes of calculating whether a candidate for Mayor or City Council has received the majority of votes. This amendment was necessary in order to ensure that the majority vote threshold was based off only those voters who chose to vote on the local portion of the ballot when state offices were also included.

In the 2012 Legislative Session, the Legislature passed HB 2826 Consolidated Election Dates, Political Subdivisions, which required municipal elections to occur at the same time as the election of state officials. Unfortunately, HB 2826 did not address the issue of the majority vote threshold in races for Council in municipalities which have Mayors who serve a four-year term or those that do not directly elect their Mayor. Therefore, at these elections, the majority threshold to win outright in the primary for Council candidates would be based on the total number of votes cast in the election, regardless of whether those votes were cast for state or local office. Since this vote threshold would likely be unachievable for a Council candidate and the winner(s) would not be determined at the primary, it could force cities and towns the unnecessary expense of having to fund a run-off/general election to determine the winner(s).

During the 2014 Legislative Session, the Legislature passed HB 2126 which recalculated the majority vote threshold for Council candidates to be based off the total number of votes cast in the local election, divided by the number of seats and then by two, but this was only a temporary fix for the 2014 election. This resolution would seek to codify the same methodology used in HB 2126, permanently, making the majority vote calculation threshold consistent for all cities and towns.

B. Relevance to Municipal Policy

The proposed resolution would affect non-charter cities and towns throughout the State that have four-year Mayoral terms or do not directly elect their Mayor. The resolution would establish a consistent method that would be applied to all municipal candidates for office at every election, rather than requiring a higher number of votes to achieve a majority for elections when the office of Mayor is not included on the ballot. Without the new calculation method and in years when the office of Mayor is not included on the ballot, cities and towns could be required to hold a run-off/general election as they will likely not have any candidate achieve the existing majority vote threshold.

C. Fiscal Impact to Cities and Towns

Without this resolution, affected cities and towns could be required to go to the additional expense of holding a general election. If adopted, this expense could be avoided if candidates receive a majority of votes and are

declared elected to municipal office in a primary election.

D. Fiscal Impact to the State

The proposed resolution does not have a fiscal impact to the State.

E. Contact Information

Name: Leah Hubbard Rhineheimer Title: Intergovernmental Relations Director

Phone: (480) 503-6773 Email: leah.hubbard@gilbertaz.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #18

Urges the Legislature and the Governor to partner with cities and towns for the operation and maintenance of Arizona State Parks (ASP) under long term leases, for a nominal amount, and to participate financially by providing for a dedicated funding mechanism to share a portion of the costs.

Submitted by: City of Yuma, City of Apache Junction, City of Flagstaff, City of Sierra Vista

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A. Purpose and Effect of Resolution

When the State became unable to continue full support of its parks, local governments and non-profit groups in Arizona stepped up to the plate and entered into short-term agreements to operate and maintain the parks in or near their jurisdictions (Alamo Lake, Boyce Thompson Arboretum, Fort Verde, Homolovi, Jerome, Lost Dutchman, Lyman Lake, McFarland, Picacho Peak, Red Rock, Riordan Mansion, Roper Lake, Tombstone Courthouse, Tonto Natural Bridge, Tubac Presidio, Yuma Territorial Prison State Historic Park, Yuma Quartermaster Depot State Historic Park) so Arizona residents and visitors alike could continue to enjoy the rich recreational experiences that state parks provide. These Agreements have proven to be successful. However, the State has been reluctant to enter into leases for longer than three years. In order to make the current partnerships between the State and local governments more viable over time and to encourage partnerships with both public and private non-profit organizations, longer term leases (such as 10 years) and a continuing, dedicated and reliable funding stream from the State, local governments and non-profits will be needed.

Longer term leases and a dedicated funding stream will assure that Arizona's State Parks remain open to the public as a recreational, environmental and cultural benefit that supports and generates tourism and provides important revenue to not only local, but also to the regional and statewide economies. In addition, the availability of the State Parks System will continue to provide a high quality of life for Arizona residents and serve as an attraction to new residents.

B. Relevance to Municipal Policy

State Parks are essential to the rural economies and people of Arizona. The continued threat to their operation leaves a continued threat to the weakened local economies in rural Arizona. In addition, Arizona's natural environment, including access to the environment through availability of State Parks across the state, draws millions of tourists to Arizona, benefiting every entity that relies on tourism as part of its economy.

Increasingly, ASP is reliant on partnerships with local governments to make its state parks viable. This comes at a time when local resources are shrinking.

C. Fiscal Impact to Cities and Towns (Newer statistics are not available.)

Visitors' expenditures combined with their direct and induced impacts resulted in \$21,171,627 in Federal Government taxes and \$22,762,326 in state and local government taxes. The total tax impact of Arizona State Park visitors in 2007 was \$43,933,953.

D. Fiscal Impact to the State

The economic benefit of the State Park System is statewide. Calculated at the state level for FY07, the total economic impact of Arizona State Parks (direct, indirect and induced) on the state was \$266,436,582. This total state income resulted in 2,397 direct jobs and 950 indirect jobs for a total of 3,347 jobs statewide. The jobs provided were generated directly through State Parks employment, as well as indirectly for the tourism industry that is supported and enhanced by the existence of State Parks.

Visitors' expenditures combined with their direct and induced impacts resulted in \$21,171,627 in Federal Government taxes and \$22,762,326 in state and local government taxes. The total tax impact of Arizona State Park visitors in 2007 was \$43,933,953.

(Economic figures cited are from "The Economic Impact of Arizona State Parks 2007" study prepared by The Arizona Hospitality Research & Resource Center, Center for Business Outreach and The W. A. Franke College of Business, Northern Arizona University in February 2009.)

E. Contact Information

Name: Steven W. Moore

Title: City Attorney

Phone: (928) 373-5050

Email: Steve.Moore@YumaAZ.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #19

Urges the Governor and the State Legislature to develop and pass legislation that supports efforts to reduce the shortage of health care professionals in the State of Arizona. The League encourages the Legislature to consider: expanding the level of Graduate Medical Education (GME) funding; expanding medical school capacity within the state universities; addressing issues affecting the attraction and retention of physicians and other health care professionals, from out-of-state; reducing obstacles to medical practice in Arizona; and addressing any other major issues that affect a physician's, and other health care professionals, decision to locate or remain in Arizona to practice.

Submitted by: City of Sierra Vista, Town of Wickenburg, City of Bisbee

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A. Purpose and Effect of Resolution

Part II of the 2005 Arizona Physician Workforce Study, conducted by specialists from the University of Arizona and Arizona State University, identified that since 1992 to 2004, Arizona's physician supply is not keeping up with its population growth. The situation has not gotten any better. Arizona has 219 physicians per 100,000 people, well below the national average of 293 per 100,000. Rural communities in the state are affected by the shortage even more with one county at under 60 physicians per 100,000. Specialty physicians are particularly difficult to recruit and retain. By way of example, the city of Sierra Vista's regional hospital is now the only location in all of Cochise County in which a woman can deliver a baby outside of a setting in which emergency services are available. In addition, as the Baby Boomer population ages, more of the older doctors in rural communities will retire, potentially exacerbating the situation.

Since approximately 60 percent of physicians who complete their training in Arizona teaching hospitals remain practicing within the state, enhancing the Graduate Medical Education (GME) program is a critical component to addressing this shortfall and has been identified by previous gubernatorial task forces. Also recommended were efforts to reduce obstacles to medical practice in Arizona. Recruitment and retention of physicians is hampered throughout the state by higher professional liability premiums as compared to other states. This is certainly an obstacle needing attention. Recent actions to reduce funding to the State's Medicaid program will only exacerbate the issue statewide. Now, more than ever, action is needed to retain existing physicians and ensure Arizona is a desirable place to practice for others.

B. Relevance to Municipal Policy

Health care is a key component of the overall quality of life for any community. It is an attraction and retention component for business and military activities, both of which are the backbone of the state's economy. An adequate supply of physicians is the foundation of quality healthcare and although most barriers to physician recruitment and retention are beyond the direct control of local government, the health of our citizens should be a strong consideration for local legislative input and advocacy. The National League of Cities has incorporated citizen health in its overall federal legislative platform by developing and advocating for health programs for children and youth.

C. Fiscal Impact to Cities and Towns

There should be no negative fiscal impact on Cities and Towns. To the contrary, not only will there be an intrinsic gain to Cities and Towns in overall quality of life of their residents if accessibility to health care is improved, but all communities in the state can use improved health care as an economic development tool in the future.

D. Fiscal Impact to the State

There are some solutions such as investing in the graduate medical program that will require additional investment by the state in medical education. However, some recommendations can be implemented with little to no effect on state finances. But like the cities and towns, improvement in access to health care results in an improvement in the ability of the State to attract corporations who value health care access as a major factor in relocation to Arizona. In addition, more physicians in the rural areas of the state will reduce the number of trips on already overcrowded roadways residents from those areas make to the Phoenix or Tucson metropolitan areas to seek treatment.

E. Contact Information

Name: Mary Jacobs

Title: Assistant City Manager

Phone: 520-458-3315

Email: Mary.Jacobs@SierraVistaAZ.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #20

The City of Douglas along with the co-sponsor cities urge the Governor and the State Legislature to develop and pass legislation or engage in other activities that support and advocate for the dedication of resources to improve Arizona's ports of entry with Mexico and related infrastructure and will enhance international trade and improve the global competitiveness for Arizona with Mexico.

Submitted by: City of Douglas, City of Bisbee, City of Sierra Vista, Town of Marana, City of Yuma

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A. Purpose and Effect of Resolution:

Mexico is Arizona's top trading partner. Our shared border is the gateway for \$26 billion worth of imports and exports and 44 million people (crossings) each year. Mexican visitors spend approximately \$7.3 million each day in Arizona, which provides an annual impact of \$2.3 billion. Trade with Mexico supports six million jobs in the U.S. and tens of thousands jobs in Arizona. In addition, Mexico is now the third-ranked commercial partner of the U.S. and the second largest market for U.S. exports.

Despite this wealth of opportunity, recent studies show that competing Border States such as Texas are far outpacing Arizona when it comes to developing trade relations with Mexico. While Arizona exports to Mexico totaled about \$5.7 billion in 2011, in Texas, the total was \$87 billion. Mexico is the 13th largest economy in the world, and in 2010, Mexico invested an unprecedented five percent of its Gross Domestic Product (GDP) in infrastructure.

Arizona's ports of entry face significant challenges, including aging infrastructure and an often inadequate number of customs and border protection agents needed to staff these facilities. A heavy focus on security has impacted the tourism industry by diverting investments from needed improvements and leaving a multibillion dollar deficit in border infrastructure.

With 23 million northbound visitor border crossings and 373,000 northbound truck crossings, long waits at the border and congestion north of our ports of entry suppress economic development. In addition, greater emphasis is needed in upgrading southbound passenger vehicle and pedestrian crossings. According to the Arizona State University North American Center for Transborder Studies, needed enhancements include staffing, technology infrastructure and communications.

Through the Arizona League of Cities and Towns, Arizona's cities and towns should unite in support of legislation or other policy measures that will enhance international trade and improve the global competitiveness for Arizona with Mexico, the 13th largest economy in the world and this State's number one trading partner.

B. Relevance to Municipal Policy:

The vast majority of the economic benefit generated by trade passing through Arizona's ports of entry is realized within the State's cities and towns.

The logistics centers, warehousing and distribution facilities and value-added manufacturing centers for these commodities are located primarily within the State's cities and towns, along with the associated sustainable

wage jobs that are created as a result of this economic activity. The economic multiplier effect that these jobs create adds to the prosperity in these communities and enhances tax revenue at a time when every dollar of local revenue is precious to the sustainability of cities and towns. Enhancing trade opportunities with Mexico will only further stimulate the economies in Arizona's cities and towns.

C. Fiscal Impact to Cities and Town:

As described above, enhancing international trade and improving the global competitiveness for Arizona with Mexico will have a positive fiscal impact to cities and towns. Border communities bore the burden of well over 900 million legal crossings every year. Recognizing the desperate need to improve our ports and witnessing the significant delays by the federal government to dedicate resources to these projects will mean that state, local agencies and municipalities will need to step in and contribute resources to prevent further harm to the straggling state economy.

D. Fiscal Impact to the State:

Similarly, supporting the requested legislation and policies will have a positive fiscal impact to the State and will further diversify our economic base. Failure to do so will sustain the advantage that other border states currently enjoy over Arizona.

The border is clearly a dynamic region that attracts all aspects of social, economic, commercial and cultural likes of our state and in many ways the entire nation. Without the allocation of federal funding towards POEs and the continuing dramatic reduction in border crossing traffic and increase in border wait times, Arizona will be at a physical and economic security disadvantage.

E. Contact Information

Name: Ana Urquijo

Title: Deputy City Manager

Phone: 520-458-3315

Email: Ana.Urquijo@douglasaz.gov

LEAGUE OF ARIZONA CITIES & TOWNS

Resolution #21

Urges the Governor and the State Legislature to develop and pass legislation that supports the long-term retention of Arizona's military installations and provides opportunities to use the synergies connected to the military operations in the attraction of new or expanded governmental and non-governmental missions or businesses.

Submitted by: City of Sierra Vista, City of Bisbee, Town of Marana, City of Peoria, City of Yuma

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A. Purpose and Effect of Resolution

Arizona's military sector is an essential component of the state economy and most local economies within the state. There are five major military installations in Arizona, plus four principal National Guard operations. According to a 2008 report by The Maguire Group, commissioned by the Arizona Department of Commerce at the time, it is conservatively estimated that this sector produces over 96,000 direct, indirect and induced jobs in the state, with over \$9.1 billion in economic impact.

The Maguire report further quantified the amount of revenue Arizona's military installations contribute directly to state and local governments at just over \$400 million annually, split nearly evenly between the two. In general, jobs connected to the military are especially valuable to the Arizona economy because they are largely unaffected by routine economic cycles, which means revenues associated with their presence are more stable. The Maguire report noted "Arizona would do well to guard this economic asset and preserve its viability." It further stated "Maintaining these operations and the jobs and economic output they support should be a priority of state and local government."

Support from Arizona's local governments, through the Arizona League of Cities and Towns, for legislation that could enhance military effectiveness or protect against efforts to erode military missions is critical in the state's long term success retaining Luke AFB, Davis-Monthan AFB, Fort Huachuca, Marine Corp Air Station Yuma and the Yuma Army Proving Ground. As federal budget reductions continue, each of the existing installations and their supporting contractors remain at risk of potential impacts, both small and large.

Arizona's cities and towns must be unified in our support for the military, working together to identify opportunities to demonstrate that support through such things as: encouraging officials from state and local government to elevate needs identified by military installations for legislative action; supporting the continued activity and existence of the Governor's Military Affairs Commission; supporting funding for economic development efforts at the state level to attract new/expanded military and military-connected missions and businesses; encouraging the use and continued funding of the Military Installation Funds (MIF) to help mitigate encroachment; and supporting legislative proposals regarding state land transfers to reduce potential encroachment around military installations.

B. Relevance to Municipal Policy

At a time in which every dollar of local revenue is even more precious to cities and towns, we must guard against inadvertent or blatant measures that could jeopardize existing military installations and the over \$200

million it directly contributes to local government. Encroachment is a major issue across the state and is not only associated with new subdivisions. Water use, electromagnetic interference, lighting, airspace and other issues can ultimately affect military missions or could result in the state's five major bases not being considered for realigned missions in the future.

The Maguire study excluded military-related businesses such as Raytheon, Boeing and those associated with the redeveloped Williams Center in Gilbert, which take advantage of synergies with the state's military community but separately add hundreds of millions more in economic impact to the state and local economies. If the military missions are not retained, then opportunities to grow or expand these types of businesses and the resulting impact on the state and local economy could be missed.

C. Fiscal Impact to Cities and Towns

Failure to protect such a valuable asset to the state will have a direct and potentially devastating effect on local government. The military industry directly contributes approximately \$200 million in tax revenues annually to local government alone.

D. Fiscal Impact to the State

Similarly, Arizona's military installations contribute about \$200 million in revenue annually to the state government. Any loss of missions could erode that revenue, as well as impact future expansion opportunities for both military and non-military missions.

E. Contact Information

Name: Mary Jacobs Title: Assistant City Manager

Phone: 520-458-3315 Email: Mary.Jacobs@SierraVistaAZ.gov