



AGENDA

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
Tuesday, January 26, 2016
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 Jay Wilcher
First Congregational Church
- ◆ **PLEDGE OF ALLEGIANCE** Councilman Blair
- ◆ **ROLL CALL**

MAYOR AND CITY COUNCIL

Mayor Oberg	
Mayor Pro Tem Lamerson	Councilwoman Orr
Councilman Blair	Councilman Sischka
Councilman Lazzell	Councilwoman Wilcox

◆ **ANNOUNCEMENTS**

I. CONSENT AGENDA

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

- A. Approval of minutes for the City Council meetings held on January 12, 2016

- B. Approval of Water Service Agreement No. 15-006 (City Contract No. 2016-022) with the Jason Orefice 2014 Trust and the Colleen Johnson 2010 Trust for the remodel of a boarding home into an apartment complex at 223 E. Willis Street; APN 113-16-067 (deferred at the 12/15/15 meeting)
- C. Approval of Water Service Agreement No. 15-015 (City Contract No. 2016-090) with Eureka Apartments, LLC, for the remodel of an extended stay motel into an apartment complex located at 1141 E. Gurley St.; APN 114-06-084A (deferred to the 12/15/15 meeting)
- D. Award of City Contract No. 2016-138 for purchase of the Pavement, Roadway and Street infrastructure asset management systems module from Lucity, Inc., including technical support and training, in the amount of \$16,051.60 (Streets Fund)
- E. Approval to perform night work along Walker Road in conjunction with the Walker Road Pavement and Utility Upgrade Project
- F. Approval for the purchase of one (1) ea. sewage lift station electric motor from Keller Electrical Industries, Inc., in the amount of \$16,047.01 (Wastewater Fund)
- G. Ratification of payment for sole source purchase of an engine and transmission overhaul for Truck No. 1321, Sideload Solid Waste Vehicle, by Cummins Rocky Mountain, in the amount of \$29,826.66 (City Contract No. 2016-143) (Solid Waste Fund)
- H. Award of City Contract No. 2016-128, to Gosnay's Mobile Container Repair, LLC, for solid waste dumpster repair services in an estimated annual amount of \$15,000.00 (Solid Waste Fund)
- I. Award of City Contract No. 2016-145 to Branco Machinery Company of Gilbert, Arizona, for the purchase of snow plow edges in an amount not to exceed \$25,000.00 (1% Streets and Open Space Fund)
- J. Approval of City Contract No. 2016-140 with the Federal Aviation Administration (FAA) in the amount of \$18,578.95 to perform a Flight Check of navigational aids at the Prescott Municipal Airport (ADOT and Airport Fund)
- K. Approval to purchase software from Accela, Inc., to manage the

agendas, materials, and minutes of City public meetings and enable web-streaming, in the annual amount of \$19,524.00 (City Contract No. 2016-159; Various Funds)

- L. Approval of a Memorandum of Understanding with the Yavapai-Prescott Indian Tribe for 2015 pass-through contribution of funding to various community non-profit recipients (City Contract No. 2016-157)
- M. Approval of a Memorandum of Understanding with the Yavapai-Prescott Indian Tribe for a 2014 pass-through contribution of funding (City Contract No. 2016-158)

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

II. REGULAR AGENDA

- A. Adoption of Ordinance No. 4964-1502, amending Prescott City Code chapter 15-1-12 “VEHICLES, SPEED LIMITS AND PARKING” to adjust parking fee amounts and days of collection at City recreation facilities (General Fund)

ORDINANCE NO. 4964-1502 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING CHAPTER 15-1-12 “VEHICLES, SPEED LIMITS AND PARKING” BY DELETING CERTAIN PROVISIONS OF THAT CHAPTER TO NOW REFLECT COLLECTION OF PARKING FEES SEVEN DAYS A WEEK AT SELECT CITY PARKS; AND PENALTIES FOR VIOLATION OF THIS CHAPTER.

RECOMMENDED ACTION: MOVE to adopt Ordinance No 4964-1502

- B. Approval of submittal of a grant application to the Federal Aviation Administration in the amount of \$150,000.00 for acquisition of snow removal equipment for Ernest A. Love Field/Prescott Municipal Airport (FAA, ADOT and General Fund)

RECOMMENDED ACTION: MOVE to approve the submittal of a grant application to the Federal Aviation Administration in the amount of \$150,000.00 for acquisition of snow removal equipment for Ernest A. Love Field/Prescott Municipal Airport.

- C. Ordinance Options for Code Enforcement

RECOMMENDED ACTION: For discussion and direction only.

D. Legislative Update

RECOMMENDED ACTION: For Council discussion and direction.

III. ADJOURNMENT

EXECUTIVE SESSION

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

- (i) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (ii) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (iii) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (iv) Discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid litigation (A.R.S. §38-431.03(A)(4));
- (v) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5));
- (vi) Discussion, consultation or consideration for negotiations by the city or its designated representatives with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6));
- (vii) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(A)(7)).

Confidentiality

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

CERTIFICATION OF POSTING OF NOTICE

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

Dana R. DeLong, CMC, City Clerk

MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of minutes for the City Council meetings held on January 12, 2016

Approved By:

Date:

City Clerk: DeLong, Dana	01/20/2106
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Item Summary

Attached for approval are the City Council minutes for the Special Meeting, and the Regular Voting Meeting held on January 12, 2016.

Attachments

1. January 12, 2016, Special Meeting Minutes
2. January 12, 2016, Regular Voting Meeting Minutes

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

PRESCOTT CITY COUNCIL
SPECIAL MEETING
TUESDAY, JANUARY 12, 2016
PRESCOTT, ARIZONA

MINUTES OF THE SPECIAL MEETING OF THE PRESCOTT CITY COUNCIL HELD ON JANUARY 12, 2016, in the LOWER LEVEL CONFERENCE ROOM located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Oberg called the meeting to order at 1:01 P.M.

ROLL CALL

Present:

Mayor Oberg
Mayor Pro Tem Lamerson
Councilman Blair
Councilman Lazzell
Councilwoman Orr
Councilman Sischka
Councilwoman Wilcox

Absent / Excused:

Staff

Craig McConnell, City Manager
Jon Paladini, City Attorney
Dana DeLong, City Clerk
Mark Woodfill, Finance Director
Clyde Halstead, Assistant City Attorney
Linda Ripley, Legal Administrator
Leslie Graser, Water Resources Manager
Michael Pierce, Attorney

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 LAZZELL MOVED TO RECESS INTO EXECUTIVE SESSION;
SECONDED BY COUNCILWOMAN WILCOX; PASSED UNANIMOUSLY.***

The Prescott City Council recessed into Executive Session at 1:01 P.M.

EXECUTIVE SESSION

I. LEGAL MATTERS

A. 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)

1) Legal advice from the City's attorneys regarding the City's water system and business within the Town of Chino Valley

B. The executive session adjourned at 2:07 P.M.

II. ADJOURNMENT

There being no further matters to come before the Special Meeting, the meeting was adjourned at 2:07 p.m.

HARRY B. OBERG, 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 12th day of January, 2016. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2016.

AFFIX
CITY SEAL

DANA R. DeLONG, City Clerk

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, JANUARY 12, 2016
PRESCOTT, ARIZONA

MINUTES OF THE REGULAR VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON JANUARY 12, 2016, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Oberg called the meeting to order at 3:00 p.m.

- ◆ **INTRODUCTIONS** by Mayor Pro Tem Lamerson welcomed Councilwoman Mary Ann Suttles, Commissioners Menser, Sheats, and Mabarak

- ◆ **INVOCATION** by Reverend Diane Dixon, Unity Church

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

◆ **ROLL CALL:**

Present:

Absent:

Mayor Oberg
Mayor Pro Tem Lamerson
Councilman Blair
Councilman Lazzell
Councilwoman Orr
Councilman Sischka
Councilwoman Wilcox

None

◆ **ANNOUNCEMENTS**

Mayor Oberg provided that there were problems with drug rehabilitation homes in the community and across the state. He added that there would be a program airing on January 13, 2016, regarding heroin and opiate use in Arizona. All 33 television stations and 98 radio stations would air an investigative report at 6:30 p.m. the following day, produced by the students at Arizona State University.

◆ **PRESENTATIONS**

A. Prescott Frontier Days re new lease for the Rodeo Grounds

Joe Butner, President, Prescott Frontier Days (PFD), Inc., addressed the Council. He talked about the renewal and extension of the lease of the rodeo grounds to the World's Oldest Rodeo.

Mr. Butner said the rodeo grounds lease expired in less than two years and PFD was unable to book the specialty acts because they needed to be booked at least three years in advance. He asked for a 50-year lease to enable them to make the capital improvements necessary to continue to maintain and improve the rodeo grounds.

He talked about the recognition that the Prescott Rodeo received and said that there was an economic impact to the City of Prescott for about \$11 million dollars each year. Ticket sales for the rodeo were better than ever, with more requests during the weekend days. The City of Prescott and Prescott Frontier Days, Inc. partnered for significant capital improvements to the rodeo facility, including the Mackin Building deck. Mr. Butner noted that Prescott Frontier Days, Inc. had spent over \$300,000.00 on improvements over the years.

JC Trujillo, General Manager, Prescott Frontier Days, Inc., addressed the Council. He said his family came to Prescott in 1919 and he started his rodeo career in Prescott.

Mr. Trujillo discussed the events held at the rodeo grounds. The Prescott Frontier Days had a long-standing reputation, in the professional rodeo world. He said the PFD was probably not the first rodeo that happened, but it was the first rodeo that charged an entry fee, creating a fan base for professional rodeo. They were also the first to charge a cowboy to compete and they put the first rule book together.

He continued, saying that PFD always had the world champions compete at the rodeo. The PFD paid out approximately \$265,000.00 in prize money last year, which came from ticket sales and sponsorships.

Mayor Oberg said that the rodeo was part of Prescott's heritage.

Councilman Lazzell said he would like to get the contract signed.

Councilman Sischka thanked PFD and said they meant so much to the community and to the City.

Councilman Blair said the past Council purchased the property from Yavapai County in order to keep the rodeo in the City of Prescott.

Councilwoman Orr said TrueWest magazine just named Prescott as the best western city to live in and added that it was partly because of the rodeo.

Mayor Pro Tem Lamerson thanked the volunteers of the Rodeo Association. He said they were a good partnership with the City of Prescott.

Councilwoman Wilcox said the rodeo was a great event, and the long-term improvements were greatly needed.

B. Citizen comment on the Public Works Department Capital Improvement Program, presented by Bruce and Celeste Sozoff

Bruce Sozoff, 3042 La Questa, addressed the Council. He said he and his wife were at the Council meeting when Public Works made their presentation. He had comments he wanted to make at that time and was thankful that they were allowed to speak now.

He talked about the speed limit in his neighborhood. The City did a traffic study and gave them the traffic calming policy. In March 2015, Mr. Sozoff gave a petition to the City with the appropriate signatures. The City said Mr. Sozoff should get a group of neighbors together for a meeting with the City engineer. The City did not call back about a date for the meeting.

Mr. Sozoff said he contacted an organization named, Kids Alive, Drive 25. He asked the City if he could purchase their stickers and place them on trash cans. He said the City agreed. When the stickers did not stick well, he purchased signs to be placed within the homeowners association. He was then called by the City and asked to remove the signs. He met with staff again in September with no follow-up from the City. He wanted a letter from the City to say where he could place his signs and what a cost effective option would be for his neighborhood.

Mayor Oberg said that he would be working with the City Manager on the item.

I. CONSENT AGENDA

- A. Approval of minutes for the City Council meeting held on December 15, 2015, and January 5, 2016
- B. Approval of annual support and maintenance for OnBase document imaging system software by Databank IMX in the amount of \$36,594.57 using State of Arizona Contract No. EPS090009-3 pricing (Various Funds)
- C. Approval to accept a grant renewal from the Arizona Governor's Office for Children, Youth, and Families for sexual assault victim advocacy training in the amount of \$16,900.00
- D. Approval of purchase of light duty tires from authorized approved dealers using Arizona State Contract No. ADSP012-021289 pricing in the annual estimated amount of \$60,000.00 (City Contract No. 2016-106; General, 1% Streets/Open Space, Airport, Engineering, Wastewater, and Water Funds)

- E. Approval of a five-year lease agreement with Arizona Office Technologies for a Xerox 7845 copier using State contract pricing, in the total estimated amount of \$12,574.20 for use in the Prescott Regional Communications Center.
- F. Approval of Amendment No. 1 to City Contract No. 2015-085A1 with ExecuTime for a time and attendance import module, annual support, maintenance, and on-site technical training in an amount not to exceed \$15,000.00 (Various Funds)
- G. Approval for purchase of one (1) Trimble Geo 7 Series GIS Data Collector from Allen Instruments & Supplies using Arizona State Contract pricing in the amount of \$15,342.56 (Water and Wastewater Funds)

COUNCILMAN LAZZELL MOVED TO APPROVE CONSENT AGENDA ITEMS I.A. THROUGH I.G.; SECONDED BY COUNCILWOMAN WILCOX; PASSED UNANIMOUSLY.

II. REGULAR AGENDA

- A. CC15-001, Comprehensive Sign Plan for the Touchmark at the Ranch Planned Area Development [Zoning: Business Regional (BR); APN 103-20-632 Owner: Touchmark at the Ranch, LLC, 5150 SW Griffith Drive, Beaverton, Oregon 97005]

George Worley, Planning Manager Community Development Department, presented. He noted that the property was directly across SR69 from the Gateway Mall. He added that there were only two visible signs from off of the site. There were very few comments at the Planning Commission review of the proposed comprehensive sign plan relating to the internal signs.

Mr. Worley said the first external sign was at the end of Lee Boulevard, where it turned into the private Touchmark Boulevard. It was at a location where the street converted from a public to a private street. He added that it was a sign arch that crossed over the street and looked somewhat ranch-like.

The second visible sign from off of the site was an existing sign on top of the hill above the highway cut for SR 69.

Councilman Blair asked when staff would determine the height of the sign. Mr. Worley said it was proposed at 17 feet clear. The question was how far out the sign would have to be to maintain the 17 feet. It would be part of the review process for the building permit.

Mr. Worley continued with the discussion of the sign on top of the hill. He said the tan color on the back of the sign was a discussion of the Planning Commission. They wanted to determine a darker color for the sign, based on a requirement for the Highway 69 corridor. A darker color was then submitted by the Touchmark sign company that met the intent of the recommendation by the Planning Commission.

Mr. Worley said that after the Planning Commission review and discussion there was another discussion between the applicants and the Commission as to the conditions that could be placed on the approval of the comprehensive sign plan. He noted that three conditions were in play. One was the background color of the sign; the other was the lighting/non-lighting of the sign. The temporary lighting almost immediately generated comments and complaints from nearby property owners. The lighting was then removed. The Commission determined that the lighting of the sign would cause adverse impacts on nearby property owners and the Touchmark representative agreed not to light the sign. The third item that arose, which was a primary topic of discussion, related to keeping the sign in place long-term. The planning commissioners had a discussion with the owners about limiting the maintaining of the sign for a two-year period, at which time they could return to the Planning Commission and City Council to re-evaluate the sign, which was also agreed to by the representative at that time.

Mr. Worley added that after the staff report was written, staff heard from a couple of the members of the Planning Commission that they felt the specifics that were included in their motion were not adequately covered in the language of the staff report. The actual motion language from the Planning Commission was provided to the Council for their possible motion, which the Commission had voted on unanimously.

Mr. Worley said there was a representative from Touchmark in attendance, as well as the planning commissioners, who were introduced earlier.

Councilwoman Wilcox asked about a sign on Hwy 69 in front of Walker Road. Mr. Worley said off-site signage billboards are prohibited under the current code, but those that existed could continue to have the face changed out, as was applicable.

Councilwoman Wilcox said she could only support approving the request if all the large billboard signs were removed. Secondly, she wanted Touchmark to pay all the permit and inspection fees that were waived as part of the development agreement, that the former Council approved. She said it was not right to waive \$500,000.00 worth of fees and put the City in a situation where they had to close the library on Sunday, brown out fire stations and raising everyone else's permit fees.

Tom Beale, representative from Touchmark at the Ranch, talked about the sign package and said they worked closely with local sign companies. He said the sign along the highway was temporary for approximately 18 months. Touchmark wanted to have a tasteful monument sign, and they did not want to be the best kept secret. Their

goal was to blend in and look professional. He said they were an active adult lifestyle community with licensed care.

Mayor Pro Tem Lamerson asked what the projected annual economic impact would be from Touchmark to the City of Prescott. Mr. Beale responded that they would have a payroll budget of \$5 - \$7 million, with 180 staff members.

Councilman Lazzell asked how many residents they would have. Mr. Beale said the approval was for 379 homes, which may be approximately 450 total residents.

Mayor Pro Tem Lamerson asked for potential impact of bed tax and sales tax.

Craig McConnell, City Manager, said staff would go back to the record to get those numbers. He said there was a partnership in credit for utility improvements that improved the performance of the utility system and not just a waiver of fees.

Mr. Beale said there was ongoing sales tax on room and board and labor and materials for building homes.

Councilman Sischka asked if all of the rooms would pay a bed tax. Mr. Worley said it would depend on the longevity of the stay at the various locations.

Jon Paladini, City Attorney, said the bed tax was only for transient lodging. He also noted that the item was only about the comprehensive sign code.

Ken Mabarak, Planning and Zoning Commissioner, addressed the Council. He said their concerns had nothing to do with prior action. He noted that Touchmark would be a great part of the community. He discussed how the Planning and Zoning Commission made their decisions.

Mr. Mabarak talked about the billboard and said he understood that it was to sell lots at The Ranch. He said it was not a billboard for the current property. He noted that the sign package for Touchmark was clever and creative.

Councilwoman Orr appreciated the amendments that were made by the Planning and Zoning Commission. She thought the signs were classy.

COUNCILMAN SISCHKA MOVED TO APPROVE CC15-001 COMPREHENSIVE SIGN PLAN FOR TOUCHMARK AT THE RANCH PAD WITH THE MODIFICATIONS: 1) THE SIGN PERMIT FOR THE SIGN FACING SR69 WILL HAVE A TWO (2) YEAR EXPIRATION, 2) THE LRV OF THAT SIGN WILL BE AT 60 OR LESS, AND 3) NO NIGHTTIME LIGHTING ALLOWED ON THAT SIGN; SECONDED BY COUNCILMAN LAZZELL; PASSED 6-1, Councilwoman Wilcox dissenting.

- B. Approval of Amendment No. 1 to City Contract No. 2015-170A1 with B&W Fire Security Systems to increase the annual not-to-exceed amount to \$55,000.00 for Fiscal Year 2016 (General, Airport, Engineering, Golf, Solid Waste, Wastewater, and Water Funds)

Stephanie Miller, Field and Facilities Director, presented. She noted that the Council approved award of a contract to B&W Fire Security Systems to establish pricing for fire alarm intrusion monitoring and fire suppression services for City facilities. Contract expenditures were \$20,000.00 per year for departments that were in the Facilities Management Fund. Effective with the current fiscal year, staff brought five fire department facilities into the Facilities Management Fund and charged the fire department for those services.

Ms. Miller said the one-time capital costs to correct the deficiencies in the fire departments were approximately \$25,000.00, which would necessitate and increase to the contract. She discussed other services B&W provided the City and added that the estimated expenditures of the departments that were not in the Facilities Management Fund were \$10,000.00. The ongoing annual cost of monitoring and repairs, in total, was approximately \$20,000.00.

The additional increase to the contract would cover \$25,000.00 for the fire station, one time capital outlay costs and an additional \$30,000.00 in alarm monitoring and repair, fire extinguisher inspections, backflow preventer inspections with a small contingency.

Councilman Blair asked if the projects were all Fire stations. He noted that the items had been insufficient over the years and asked why they were an issue now. Ms. Miller said that previous to July 1st of this fiscal year, the maintenance of the fire station was done in the Fire Department. She noted that part of the ICMA study was to relieve the Fire Department of the maintenance responsibilities and bring the facilities into the Facilities Management Fund.

Mayor Pro Tem Lamerson said the Council had not seen the new models for delivering service, but they were asked to spend money for properties that may not be functional in the coming months.

Ms. Miller said regardless of whether the Fire Stations were operating, they were still City assets and it would be prudent for the City to monitor them for fire and intrusion. The most expensive projects were at the airport. She said it was well worth the investment.

Councilwoman Orr said she would be concerned with liability if properties were not monitored.

COUNCILMAN BLAIR MOVED TO APPROVE AMENDMENT NO. 1 TO CITY CONTRACT NO. 2015-170A1; SECONDED BY COUNCILMAN LAZZELL; PASSED UNANIMOUSLY.

- C. Award of City Contract No. 2016-109 for design of the Sundog Transfer Station Improvement Project, Phase 1- Electrical Improvements, to Shephard-Wesnitzer, Inc., in an amount not to exceed \$82,948.00 (Solid Waste Fund, and Streets and Open Space Fund)

Stephanie Miller, Field and Facilities Director, presented. She explained that the Sundog Transfer Station housed the Solid Waste Division, Street Maintenance Division and the business support function of the Field and Facilities Services Department. She noted that the solid waste hauling contractors reported there in the morning. There was no lighting when the employees arrived in the morning and they had to make their way through the facility in darkness. She added that the employee parking area was paved, but worn. The areas where the materials were stored was dirt.

Ms. Miller said staff was considering an improvement project that would include installation of electrical infrastructure to support parking lot lighting, the equipment ready line lighting, automated gates and power to the workstation. Future improvements, if approved, would include paving and drainage to eliminate dust and air pollutants, level uneven surfaces and establish drainage. The estimated construction costs of the electrical improvements were approximately \$262,000.00.

Councilwoman Wilcox said she did not have a problem with the project. She asked how staff came up with the allocation of the funding of \$75,000.00 from Solid Waste and \$35,000.00 from Open Space. Ms. Miller said the majority of the facility was used by Solid Waste. The Streets Department just parked their vehicles on the property. Councilwoman Wilcox noted that too much money was being requested from the Open Space Fund. Ms. Miller said staff could look at having a different percentage of funds in the future.

COUNCILMAN LAZZELL MOVED TO APPROVE CITY CONTRACT NO. 2016-109; SECONDED BY MAYOR PRO TEM LAMERSON; PASSED UNANIMOUSLY.

- D. Approval of Amendment No. 1 to ADEQ Consent Order WS-18-13 (Wastewater Fund)

Clyde Halstead, Assistant City Attorney, presented. He said the consent order required the City of Prescott to set up a pre-treatment program for fluoride at the Airport Wastewater Treatment Facility. He noted that the City had a year to get the program running, which ran until mid-2014. Due to the Pure Wafer matter, the City was not able to fully implement the pre-treatment program and had now requested the amendment.

Mr. Halstead said ADEQ would allow the City to wait for full implementation until after the 9th Circuit Court of Appeals had ruled on the Pure Wafer matter. The amendment would also allow for some control measures of fluoride at the airport.

COUNCILMAN SISCHKA MOVED TO APPROVE AMENDMENT NO. 1 TO ADEQ CONSENT ORDER WS-18-13; SECONDED BY MAYOR PRO TEM LAMERSON; PASSED UNANIMOUSLY.

E. Legislative Update

Alison Zelms, Deputy City Manager, presented, saying there were currently 238 bills that were submitted. Representative Noel Campbell dropped his bill regarding structured sober living, which was the result of four committee meetings held in the summer. She added that she was at the Capitol with the City's contract lobbyist, Barry Aarons and he was able to talk to Debbie Lesko, who was the senator who had been working for more than a year on pension reform. Things were going well in that area and there may be significant changes that may be agreed upon by multiple stakeholders.

Ms. Zelms suggested the City be opposed to a bill regarding the residential rental elimination. She noted that it would only impact Pima County and Maricopa County as it was currently written, but could very quickly encompass the rest of the state.

Mayor Pro Tem Lamerson asked what "being very opposed to it" meant. Ms. Zelms responded that the precedent it would set would impact a significant tax base for the City of Prescott's limited local revenue options and would not be something the City would want to be neutral on. She suggested the City log in "opposed to the bill" if it made it to committee.

Mayor Pro Tem Lamerson asked if there was something the City could do to show support for Representative Campbell's efforts regarding drug rehabilitation. Ms. Zelms said it would be the pleasure of the Council if they would like to submit a resolution. She noted that all of the City's efforts, to date, had been very supportive of Representative Campbell's work done at the legislature. She added that the most important support the City could give him was working with the Aarons Company to get various meetings together and explain the City's position.

Mayor Pro Tem Lamerson asked that the Council come up with a resolution.

Councilwoman Wilcox asked about pension reform and if there were any details of what the reform would look like. Ms. Zelms said the details were very much in line with what the League had been talking about. Some of the key goals were to assure, that going forward for new hires after date certain, there was a much more shared burden, cost wise, between the employee and the employer. The goal would be 50/50 sharing. The City was currently paying close to 80 percent and the employee was capped at 11.65

percent. There were some efforts to eliminate the end of career programs such as the Drop Program, which removed the payments into the system and directly provided a funding account for individuals for their last five years of service and required a date certain for them to retire. She noted that there were some discrepancies between different types of employees, whether they were a firefighter or police officer and depending on which city they worked for, as to whether they were eligible for Social Security.

Councilwoman Wilcox thought whatever reform happened would mean fewer benefits. She said the Council and staff needed to think about how the City could offset that with better salaries.

Councilwoman Orr said there was nothing more significant for the City than to get PSPRS fixed and did not see it on Governor Ducey's radar. She asked if there was anything the Council could do, other than send a lobbyist to say that the item was a big deal to the City of Prescott and would also be to other cities in the near future. She asked if the Administrative Branch was also working on PSPRS.

Ms. Zelms said she could not imagine that they had not been involved with the discussion. She said Mayor Oberg had been in contact with a number of the elected representatives and felt that was a way to get involved. She noted that she offered the support of the City through a meeting with Senator Lesko and explained the major issues the City faced and the Council's desire to face them head on.

Councilman Sischa asked if any of the legislation being recommended had the possibility of affecting the money the City currently owed. Ms. Zelms said there may be a small potential with the ballot measure, relative to how the permanent benefit increase was calculated. She said it would not be significant to the existing liability, but going forward would give the City the ability to project long-term costs relative to ongoing increases to benefits.

Mayor Pro Tem Lamerson said there was reluctance of the Council to fill vacant positions, knowing that the employee would be placed in an unsustainable system.

Ms. Zelms said that was a key point in the City Council's legislative agenda, which went out to the stakeholders. She agreed that something needed to be done.

IV. ADJOURNMENT

Mayor Oberg remarked that Ron Paul said when he retired from the Senate that he never thought it would be so hard to sell freedom and liberty to people of the United States. Mayor Oberg added that John Adams, in a letter to Abigail Adams on July 17, 1775, said, by the constitution of government, once changed from freedom, can never be restored. Liberty, once lost is lost forever.

There being no further business to be discussed, the Regular Voting Meeting of January 12, 2016, adjourned at 4:32 p.m.

HARRY B. OBERG, 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 12th day of January, 2016. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2016.

AFFIX
CITY SEAL

DANA R. DeLONG, City Clerk

MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: City Manager

AGENDA ITEM: Approval of Water Service Agreement No. 15-006 (City Contract No. 2016-022) with the Jason Orefice 2014 Trust and the Colleen Johnson 2010 Trust for the remodel of a boarding home into an apartment complex located at 223 E. Willis Street; APN 113-16-067 (deferred at the 12/15/15 meeting)

Approved By:		Date:
Water Resource Manager:	Graser, Leslie	01/11/2016
City Attorney:	Paladini, Jon	01/12/2016
City Manager:	McConnell, Craig	01/15/2016

Item Summary

This application is for a water service agreement to support four (4) units of an eight (8) unit apartment complex being remodeled at 223 E. Willis Street.

Background

This building on the property was originally a boarding home; since it existed prior to 1998, it has a quantity of grandfathered groundwater (1 acre-foot). Because renovation of the property does not involve a replat, the one (1) acre-foot quantity will continue to be recognized by the Arizona Department of Water Resources.

The property is being converted to multi-family dwelling units (apartments) for which a building permit has been issued. An updated water demand calculation was conducted using 0.25 acre feet per dwelling unit, according to the City's Water Management Policy. The grandfathered one (1) acre-foot is sufficient for four (4) multi-family dwelling units. Since the project consists of eight (8) dwelling units in total, a water service agreement for an allocation of alternative water will be required for the four (4) additional units:

$$0.25 \text{ acre-foot per year} \times 4 \text{ units} = 1.0 \text{ acre-foot/year}$$

The request for this water service agreement, submitted in May 2015, is identified in Exhibit A of Resolution 4310-1519 and meets Exception e. identified therein: *Other current applications for redevelopment that may require a minor quantity of additional alternative water to augment a current quantity of grandfathered groundwater.*

The Water Service Agreement requires that a certificate of occupancy be obtained for the

Agenda Item: Approval of Water Service Agreement No. 15-006 (City Contract No. 2016-022) with the Jason Orefice 2014 Trust and the Colleen Johnson 2010 Trust for the remodel of a boarding home into an apartment complex located at 223 E. Willis Street; APN 113-16-067 (deferred at the 12/15/15 meeting)

project within three (3) years (Paragraph 2.D.).

At their meeting of December 29, 2015, the Council Water Issues Committee reviewed this application, and forwarded it to the Council for consideration of approval.

Attachments

1. Water Service Agreement No. 15-006, City Contract No. 2016-022

Recommended Action: **MOVE** to approve Water Service Agreement No. 15-006 (City Contract No. 2016-022)

AGREEMENT FOR POTABLE WATER (WSA 15-006)
JASON OREFICE 2014 TRUST/COLLEEN JOHNSON 2010 TRUST
City Contract No. 2016-022

WHEREAS, Jason Orefice and Colleen Johnson (hereinafter referred to as "Applicant"), are owners of certain real property located within the City of Prescott; and

WHEREAS, Applicant wishes to obtain provision of potable water for the property described herein from the City of Prescott (hereinafter referred to as "City"); and

WHEREAS, a boarding home was in existence on said property and had water service prior to 1998; and

WHEREAS, one (1) acre-foot of current and committed groundwater supply recognized by the Arizona Department of Water Resources is appurtenant to the property; and

WHEREAS, Applicant intends to remodel the property to develop a total of eight (8) multi-family dwelling units; and

WHEREAS, the remodel will require an additional water allocation by the City to augment said recognized pre-1998 current and committed groundwater quantity in order to serve the increased water demand; and

WHEREAS, Prescott City Code Section 2-1-12(H) requires that an agreement be reached between the City and the Applicant in order to provide potable water; and

WHEREAS the City Council finds that compliance with this Agreement by the Applicant shall result in:

1. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to, the adopted Water Management Policy of the City; and
2. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to the adopted General Plan of the City; and
3. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to any other applicable adopted plans, including but not limited to Specific Area Plans, Circulation Plans, Capital Improvement Plans, Open Space and Trail Plans, Neighborhood Plans, Local Historic District Plans, growth planning or growth management plans, and redevelopment plans; and
4. The project being in accord with the duly adopted City of Prescott Water Budget.

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

1. That this Agreement shall relate to that property identified as Yavapai County Assessor Parcel Number(s) 113-16-067, more specifically described in the attached Exhibit "A" (hereinafter referred to as the "Property") and depicted by Exhibit "B".

2. The City will designate an additional one (1) acre-foot annually of potable water to serve the Property, subject to the following:

A. Applicant shall be solely responsible for the costs of any water and sewer main extensions or upgrades required by the City to serve the Property.

B. Applicant shall connect the Property to the City's Sanitary Sewer System, and shall be responsible for any and all costs associated therewith, before water service to the property is initiated.

C. Any change in use of the Property exceeding a total of eight (8) multi-family dwelling units shall result in the termination of this Agreement.

D. The quantity of one (1) acre-foot annually of potable water shall be reserved for the Property for a period of three (3) years from the date of this Agreement, which quantity shall be made available upon issuance by the City of a certificate of occupancy for eight (8) residential dwelling units. In the event the Applicant has not satisfied all requirements for issuance of said certificate of occupancy within said three (3) year period, this Agreement shall automatically terminate, and in such case neither the Applicant shall have any entitlement to, nor shall the City have any obligation to provide, potable water for this project.

E. In the event that the eight (8) dwelling units identified on the building permit are reduced on the Certificate of Occupancy, then and in that event, the amount of potable water set aside for the Property pursuant to this Agreement shall be reduced by 0.25 acre-foot for each such dwelling unit not constructed.

F. The installation of any new well on the Property, or the use of water on the Property from any other exempt well (less than 35 gpm), shall result in the termination of this Agreement.

3. This Agreement shall run with the land, and shall be binding upon the Property owner's successors in interest and assigns.

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

5. That the Property Owner hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of this Agreement arising from the Applicant, its agents, and/or employees.

7. Time is of the essence in this Agreement. The failure of either party to require strict performance of any provision of this Agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this Agreement in accordance with the terms hereof, and without notice.

9. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

DATED this _____ day of _____, 2016.

STATE OF ARIZONA)
)ss.
COUNTY OF YAVAPAI)

[Seal]	Notary Public
--------	---------------

DATED this _____ day of _____, 2016.

3

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON PALADINI
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Harry B. Oberg, Mayor, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

[Seal]

Notary Public

Exhibit A
JASON OREFICE 2014 TRUST/COLLEEN JOHNSON 2010 TRUST

The East 52.8 feet of Lot 1, Block 10, City of Prescott, according to the plat of record in Book 4 of Maps, Page 22, records of Yavapai County Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 1;

THENCE South $01^{\circ} 25' 2''$ West, a distance of 49.99 feet;

THENCE North $88^{\circ} 22' 00''$ West, a distance of 52.80 feet;

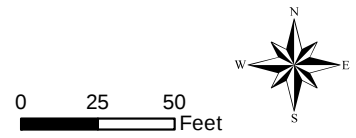
THENCE North $01^{\circ} 25' 52''$ seconds East, a distance of 50.01 feet;

THENCE South $88^{\circ} 20' 18''$ seconds East, a distance of 52.80 feet;

Containing 0.06 acres, more or less.

 Legal Description

Exhibit B
**Jason Orefice 2014 Trust/
Colleen Johnson 2010 Trust**



MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: City Manager

AGENDA ITEM: Approval of Water Service Agreement No. 15-015 (City Contract No. 2016-090) with Eureka Apartments, LLC, for the remodel of an extended stay motel into an apartment complex located at 1141 E. Gurley St.; APN 114-06-084A (deferred at the 12/15/15 meeting)

Approved By:

Date:

Water Resource Manager:	Graser, Leslie	01/11/2016
City Attorney:	Paladini, Jon	01/12/2016
City Manager:	McConnell, Craig	01/19/2016

Item Summary

This application is for a water service agreement to support six (6) units of a thirty (30) unit apartment complex being remodeled at 1141 E. Gurley St for affordable student housing.

Background

This property was originally an extended stay motel which transitioned to apartments. Since the motel was in existence on the property prior to 1998, it has a quantity of grandfathered groundwater (6 acre-feet). Because renovation of the property does not involve a replat, the six (6) acre-feet remain available.

The property is being converted to multi-family dwelling units (apartments). An updated water demand calculation was conducted using 0.25 acre feet per dwelling unit, according to the City's Water Management Policy. The grandfathered six (6) acre-feet are sufficient for twenty-four (24) multi-family dwelling units. Since the project consists of thirty (30) dwelling units in total, a water service agreement for an allocation of alternative water will be required for the six (6) additional units, a total of one and one half (1.5) acre-feet.

Agenda Item: Approval of Water Service Agreement No. 15-015 (City Contract No. 2016-090) with Eureka Apartments, LLC, for the remodel of an extended stay motel into an apartment complex located at 1141 E. Gurley St.; APN 114-06-084A (deferred at the 121/15/15 meeting)

0.25 acre-foot per year x 6 units = 1.5 acre-feet/year

The request for this water service agreement, submitted in September 2015, is identified in Exhibit A of Resolution 4310-1519 and meets Exception e. identified in therein: *Other current applications for redevelopment that may require a minor quantity of additional alternative water to augment a current quantity of grandfathered groundwater.*

The Water Service Agreement requires that a certificate of occupancy be obtained for the project within three (3) years (Paragraph 2.D.)

At their meeting of December 29, 2015, the Council Water Issues Committee reviewed this application, and forwarded it to the Council for consideration of approval.

Attachments

1. Water Service Agreement No. 15-015, City Contract No. 2016-090

Recommended Action: **MOVE** to approve Water Service Agreement No. 15-015 (City Contract No. 2016-090).

AGREEMENT FOR POTABLE WATER (WSA No. 15-015)
Eureka Apartments, LLC
City Contract No. 2016-090

WHEREAS, Eureka Apartments, LLC, (hereinafter referred to as "Applicant"), is the owner of certain real property located within the City of Prescott; and

WHEREAS, Applicant desires to obtain provision of potable water for the property described herein from the City of Prescott (hereinafter referred to as "City"); and

WHEREAS, an extended stay motel was in existence on said property and had water service prior to 1998; and

WHEREAS, six (6) acre-feet of current and committed groundwater supply recognized by the Arizona Department of Water Resources is appurtenant to the property; and

WHEREAS, Applicant intends to remodel the property into thirty (30) multi-family dwelling units; and

WHEREAS, the change of use from extended stay motel to multi-family dwelling units will require an additional water allocation by the City to augment said recognized pre-1998 current and committed groundwater resources in order to serve the increased water demand; and

WHEREAS, Prescott City Code Section 2-1-12(H) requires that an agreement be reached between the City and the Applicant in order to provide potable water; and

WHEREAS the City Council finds that compliance with this Agreement by the Applicant shall result in:

1. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to, the adopted Water Management Policy of the City; and
2. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to the adopted General Plan of the City; and
3. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to any other applicable adopted plans, including but not limited to Specific Area Plans, Circulation Plans, Capital Improvement Plans, Open Space and Trail Plans, Neighborhood Plans, Local Historic District Plans, growth planning or growth management plans, and redevelopment plans; and
4. The project being in accord with the duly adopted City of Prescott Water Budget.

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

1. That this Agreement shall relate to that property identified as Yavapai County Assessor Parcel Number 114-06-084A, more particularly described by the attached Exhibit "A" (hereinafter referred to as the "Property") and depicted by Exhibit "B".

2. The City will designate an additional one and one half (1.5) acre-feet annually of potable water to serve the Property, subject to the following:

A. Applicant shall be solely responsible for the costs of any water and sewer main extensions or upgrades required by the City to serve the Property.

B. Applicant shall connect the Property to the City's Sanitary Sewer System, and shall be responsible for any and all costs associated therewith, before water service to the property is initiated.

C. Any change in use of the Property exceeding a total of thirty (30) dwelling units shall result in the termination of this Agreement.

D. The quantity of one and one half (1.5) acre-feet annually of potable water shall be reserved for the Property for a period of three (3) years from the date of this Agreement, which quantity shall be made available upon issuance by the City of a certificate of occupancy for thirty (30) residential dwelling units. In the event the Applicant has not satisfied all requirements for issuance of said certificate of occupancy within said three (3) year period, this Agreement shall automatically terminate, and in such case neither the Applicant shall have any entitlement to, nor shall the City have any obligation to provide, potable water for this project.

E. In the event that the thirty (30) multi-family dwelling units identified on the building permit are reduced on the Certificate of Occupancy, then and in that event, the amount of potable water set aside for the Property pursuant to this Agreement shall be reduced by 0.25 acre-foot for each such dwelling unit not constructed.

F. The installation of any new well on the Property, or the use of water on the Property from any other exempt well (less than 35 gpm), shall result in the termination of this Agreement.

3. This Agreement shall run with the land, and shall be binding upon the Property owner's successors in interest and assigns.

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

5. That the Property Owner hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of this Agreement arising from the Applicant, its agents, and/or employees.

7. Time is of the essence in this Agreement. The failure of either party to require strict performance of any provision of this Agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this Agreement in accordance with the terms hereof, and without notice.

9. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

DATED this _____ day of _____, 2016.

STATE OF ARIZONA)
)ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

Notary Public

DATED this _____ day of _____, 2016.

3

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON PALADINI
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Harry B. Oberg, Mayor, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

[Seal]

Notary Public

Exhibit A
Eureka Apartments, LLC

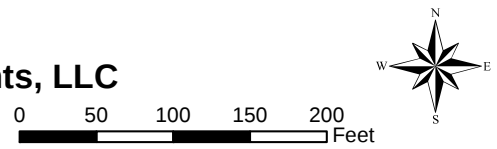
The Easterly 100 feet of Lots 3 and 4, Block B, of TRITLE TRACT, according to the plat of record in Book 4 of Maps, Page 71, records of Yavapai County, Arizona.

EXCEPT the South 150 feet thereof.



Legal Description

Exhibit B Eureka Apartments, LLC



MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2016-138 for purchase of the Pavement, Roadway and Street infrastructure asset management systems module from Lucity, Inc., including technical support and training, in the amount of \$16,051.60

FUNDING SOURCE(S): Streets Fund

Approved By:

Date:

Director:	Hash, Henry	01/11/2016
City Attorney:	Paladini, Jon	01/12/2016
City Manager:	McConnell, Craig	01/20/2016

Item Summary

This item is to award City Contract No. 2016-138 for purchase of the Lucity transportation software module, and technical support/training for asset management of rights-of-way, streets, traffic signs and signals, and street lights.

Background

Lucity (formerly GBA) software has been in use by the Water and Wastewater Divisions since July 1, 2008. The Facilities Division and the Parks Division also began using the software in 2015, for development of performance-based work programs and budgets, including determining maintenance service levels.

The transportation module includes a pavement management program to track maintenance, schedule preventative maintenance, and prepare the annual Pavement Maintenance Program.

The City's street system is presently managed via Excel spreadsheets, making it cumbersome to perform long-range planning and to coordinate with the Street Maintenance Division.

Several software programs were evaluated; Lucity was determined to be the most effective for the City's needs. Adding this module to the existing Lucity software for asset management will reinforce interdepartmental coordination and training.

Agenda Item: Award of City Contract No. 2016-138 for purchase of the Pavement, Roadway and Street infrastructure asset management systems module from Lucity, Inc., including technical support/training, in the amount of \$16,051.60.

Financial Impact

Funding for this budgeted FY16 item is available in the Streets Fund.

Attachments

1. Lucity Invoice 12-18-2015

Recommended Action: MOVE to award City Contract No. 2016-138 for purchase of the Pavement, Roadway and Street infrastructure asset management systems module from Lucity, Inc., including technical support/training, in the amount of \$16,051.60.



Lucity, Inc.
10561 Barkley St, Suite 100
Overland Park, KS 66212
Phone # 913-341-3105

Quotation

Prepared For

City of Prescott
Cindy Kubaska
201 S. Cortez St.
Prescott, AZ 86302

Date

12/18/2015

Quote

86915

Project

Description

Qty

Rate

Total

SOFTWARE

Lucity Work

2 2,000.00 4,000.00T

Lucity Assets

2 2,000.00 4,000.00T

Constant Connection Program (Annual Support & Maintenance)

1 1,600.00 1,600.00T

SERVICES

Onsite Training (per hour)

16 187.50 3,000.00T

Remote Training (per hour)

8 125.00 1,000.00T

Project Management (per hour)

4 125.00 500.00T

DIRECTS

Air Travel (per trip)

1 550.00 550.00T

Onsite Expenses (per day)

2 300.00 600.00T

OPTIONAL PRODUCTS

Lucity Mobile (per install)

0 1,500.00 0.00T

Lucity GIS Desktop (per seat)

0 2,000.00 0.00T

NOTES:

- Directs are estimated costs only and will be billed at actual cost.
- Does not include data conversion.
- Project Management is a percentage of training and services costs to cover administration fees associated with project management and will fluctuate with changes in the services contracted for.
- Constant Connection Program
 - * Fee is twenty percent (20%) of total amount of software license fees for products covered under the Program
 - * Fees in subsequent years subject to annual increase of two and one-half percent (2.5%)
 - * Fee will be pro-rated to expire with existing Annual Support & Maintenance renewal period

Total



Lucity, Inc.
10561 Barkley St, Suite 100
Overland Park, KS 66212
Phone # 913-341-3105

Quotation

Prepared For

City of Prescott
Cindy Kubaska
201 S. Cortez St.
Prescott, AZ 86302

Date

12/18/2015

Quote #

86915

Project**Description****Qty****Rate****Total****PURCHASE TERMS:**

1. Above quoted prices are good for sixty (60) days from date of quote.
 2. Above prices are in U.S. dollars. Sales tax is an estimate only at the time.
 3. License fees for any Lucity GIS solutions do not include Esri software.
 4. Invoice terms are net due upon receipt. Finance charges at the maximum allowable rate will be incurred 30 days from invoice date.
 5. Shipping and handling is included.
 6. Solutions that are priced "per install" do not include the cost of the device or any further software that may be required to run the Lucity program.
- Total sales tax calculated by AvaTax

801.60
0.00%801.60
0.00**Total**

\$16,051.60

MEETING DATE/TYPES: VOTING MEETING 1-26-16

DEPARTMENT: Public Works

AGENDA ITEM: Approval to perform night work along Walker Road in conjunction with the Walker Road Pavement and Utility Upgrade Project

Approved By:

Date:

Director:	Hash, Henry	01/11/2016
City Attorney:	Paladini, Jon	01/12/2016
City Manager:	McConnell, Craig	01/15/2016

Item Summary

Approval of this item will authorize night work during the hours of 8:00 p.m. to 6:00 a.m., Sunday through Thursday, for improvements to water and sanitary sewer facilities along Walker Road from SR69 south to the City Limits, and for asphalt milling and overlay construction associated with the Walker Road Pavement and Utility Upgrade Project.

Background

Construction plans are complete for the Walker Road Pavement and Utility Upgrade Project, which is scheduled for bid in February 2016. The project generally consists of water and sewer line improvements in Walker Road and Liese Street to be followed by the reconstruction of the aged pavement surface. Sanitary sewer and water line replacement will require the installation of new services within the street. With direct access to a substantial number of commercial businesses and traffic counts exceeding 8,800 vehicles per day, such construction could significantly impact the businesses and the flow of traffic during daylight hours.

On April 30, 2015, a public information meeting was conducted wherein business owners expressed concerns with the potential business disruption should the work be performed during normal daytime business hours. Public comment supported the concept of performing some night work to complete this project. The project is envisioned to be constructed primarily during normal work hours. To keep the project on schedule and reduce overall project cost, it would be beneficial to have the ability to switch to night work when necessary.

Agenda Item: Approval to perform night work along Walker Road in conjunction with the Walker Road Pavement and Utility Upgrade Project

City Code requires City Council approval for any night work after 8:00 PM. Upon Council approval of this request, the construction bid documents will include the option for work at night during the hours of 8:00 p.m. to 6:00 a.m., Sunday through Thursday, throughout the project duration (April through June 2016).

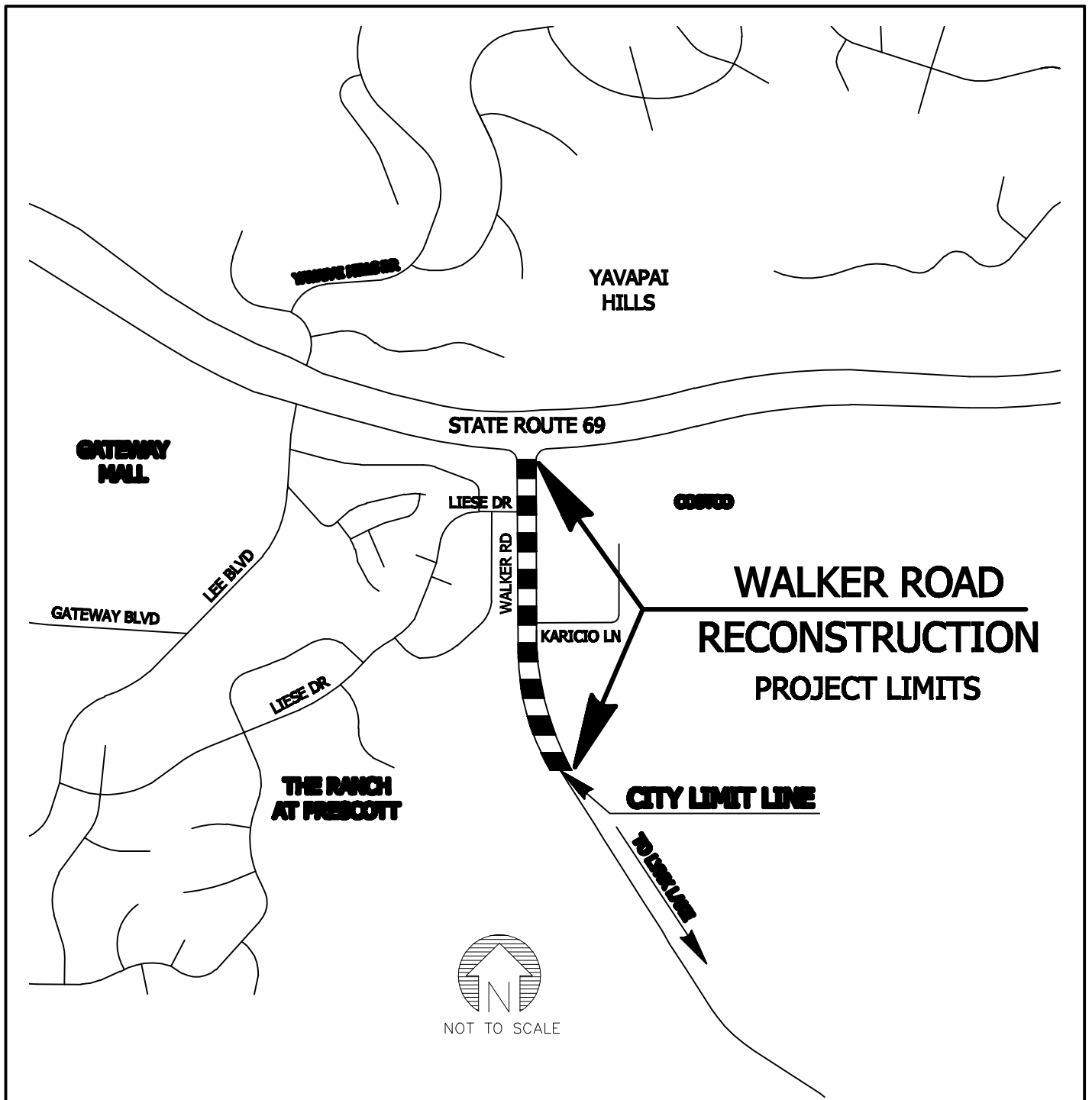
Project Schedule

Construction is planned to be substantially completed prior to Memorial Day 2016, with final completion in June.

Attachments

1. Vicinity Map

Recommended Action: **MOVE** to approve night work along Walker Road in conjunction with the Walker Road Pavement and Utility Upgrade Project, during the hours of 8:00 p.m. to 6:00 a.m., Sunday through Thursday, throughout the project duration (April through May 2016).



VICINITY MAP

WALKER ROAD RECONSTRUCTION PROJECT

CITY OF PRESCOTT - PUBLIC WORKS DEPARTMENT

MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: Public Works

AGENDA ITEM: Approval for the purchase of one (1) ea. sewage lift station electric motor from Keller Electrical Industries, Inc., in the amount of \$16,047.01

FUNDING SOURCE(S): Wastewater Fund

Approved By:

Date:

Director:	Hash, Henry	01/05/2016
City Attorney:	Paladini, Jon	01/05/2016
City Manager:	McConnell, Craig	01/20/2016

Item Summary

The Wastewater Collection Division of Public Works is requesting approval to purchase a sewage lift station electric motor for the Willow Lake Regional Lift Station.

Background

The Willow Lake Regional Lift Station, located at 1095 Willow Lake Road, serves a large commercial and residential area by pumping wastewater to the Airport Water Reclamation Facility for treatment. The lift station has two dry pit pumps, each powered by dual-speed electric motors. The electric motors, in service since 1978, are approaching the end of their expected service lives. The replacement lead time is 8-9 weeks, and currently there is no redundancy in the event of a failure. The lift station does not have the capacity to operate on one pump during wet weather events, and is therefore susceptible to surcharging in an environmentally sensitive area near Willow Lake. Purchasing and replacing one motor will allow the Wastewater Collection Division to replace one of the existing motors, send it out for rebuild, and maintain it as a spare in the warehouse. This purchase is essential to provide redundancy and uninterrupted service at this lift station.

Bid Results

In accordance with the City Procurement Code, quotes were requested and received from 1 three potential suppliers:

Agenda Item: Approval for the purchase of one (1) each sewage lift station electric motor from Keller Electrical Industries, Inc., in the amount of \$16,047.01

Keller Electrical Industries, Inc.	Phoenix, AZ	\$16,047.01
Phoenix Pumps, Inc.	Phoenix, AZ	\$17,703.28
Foster Electric, Inc.	Chandler, AZ	\$17,777.00

Financial Impact

FY16 funding for this purchase is available in the Wastewater Fund.

Attachments

1. Quote No. 0192964 – Keller Electrical Industries, Inc.

Recommended Action: MOVE to approve the purchase of one (1) ea. sewage lift station electric motor from Keller Electrical Industries, Inc., in the amount of \$16,047.01.



MOTORS | CONTROLS | SERVICES

KELLER ELECTRICAL INDUSTRIES, INC.
1881 E. UNIVERSITY DRIVE
PHOENIX, AZ 85034
(602) 437-3015

QUOTE: 0192964
ORDER DATE: 11/6/2015
CUSTOMER NUMBER: 0003680
SALESPERSON: DOS
ORDER TAKER: DOMINIC FARRAR
DEPARTMENT: MOTOR OR TRANSFORMER SALES/NEI

SOLD TO:
CITY OF PRESCOTT
ATTN: AL FISHBACK
PO BOX 2059
PRESCOTT, AZ 86302

SHIP TO:
CITY OF PRESCOTT
WASTEWATER TREATMENT PLANT
1505 SUNDG RANCH ROAD
PRESCOTT, AZ 86301

CONFIRM TO:
JIM PORTER

Customer P.O.	Ship VIA	F.O.B.	Terms
QUOTE	BEST METHOD	ORIGIN	NET 30 DAYS

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
-------------	------	---------	---------	------------	-------	--------

KELLER ELECTRICAL INDUSTRIES IS PLEASED TO QUOTE THE FOLLOWING:

/MSMR MATERIAL	EA	1.00	0.00	0.00	14,627.89	14,627.89
-------------------	----	------	------	------	-----------	-----------

60/33.75HP 1200-900RPM 405-VP WP1 3PH 2 WINDING MULTI SPEED VSS NORMAL THRUST
U.S. MOTORS
LEAD TIME: 8-9 WEEKS
WEIGHT 1200LBS
FREIGHT ADDITIONAL

Net Order:	14,627.89
Less Discount:	0.00
Freight:	205.00
Sales Tax:	1,214.12
Order Total:	16,047.01

DISCLAIMER xxxxxxxxxxxxxxxxxxxxxxxxx

MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Ratification of payment for sole source purchase of an engine and transmission overhaul for Truck No. 1321, Sideloaded Solid Waste Vehicle, by Cummins Rocky Mountain in the amount of \$29,826.66 (City Contract No. 2016-143)

FUNDING SOURCE(S): Solid Waste Fund

Approved By:		Date:
Director:	Miller, Stephanie	1/13/2016
City Attorney:	Paladini, Jon	1/15/2016
City Manager:	McConnell, Craig	1/20/2016

Item Summary

This item is to ratify payment for the sole source overhaul of the engine and transmission of Truck No. 1321. The truck, a 2008 Autocar sideloading solid waste vehicle, had been inoperable since October 2015. Mechanics and engineers spent several months trying to diagnose the problem, and in doing so, had to remove the transmission. Completing the needed overhaul of the engine and transmission while the truck was disassembled was the most cost-effective approach. Purchase of a new sideloader is estimated at \$250,000.00; this overhaul will provide an expected additional life expectancy of approximately five years or more.

Council was notified of the necessity for this sole source procurement by memorandum dated January 7, 2016.

Background

The Solid Waste Division maintains a one for every five spare ratio of collection trucks to ensure uninterrupted service to customers and reduce overtime. The spare trucks are used when primary trucks are receiving preventive maintenance, when major repairs are necessary, or when a serious failure occurs. Solid waste vehicles are used daily, averaging more than 12,000 miles annually, and have numerous moving parts. During a daily collection process, a truck may collect upward of 700 households, each collection putting stress and strain on the body, arm, and chassis of the truck. The trucks, by their nature, tend to have high maintenance costs, and are often the most expensive vehicles to maintain in an organization's fleet. As of October 2013, the annual maintenance cost per vehicle for the City's Solid Waste fleet was only 60% of

AGENDA ITEM: Ratification of payment for emergency sole source purchase for an engine and transmission overhaul for Truck No. 1321, Sideload Solid Waste Vehicle, by Cummins Rocky Mountain in the amount of \$29,826.66 (City Contract No. 2016-143)

various industry benchmarks (ICMA 2010 and SWANA 2007).

Truck No. 1321, a primary collection vehicle, is needed daily for trash collection by the Solid Waste Division of the Field and Facilities Services Department. The truck was rebodied in 2015, a process which took the truck out of commission for almost nine months. Rebodying a truck normally takes only two to three months; however, in this case, the vendor was backlogged on work. The truck was selected to be rebodied because it was the next truck scheduled to be replaced or rebodied. Mechanically, there were no issues at that time. Upon being put back in service, the truck went down two months later in October 2015. The Division has had to manage collection operations without sufficient trucks for almost a year now, which is difficult and costly.

While troubleshooting the truck's operating problem, Cummins Rocky Mountain, an Original Equipment Manufacturer (OEM) repair shop for Cummins engines in Phoenix, found metal filings in the oil (the oil sample from the previous year did not detect any metal filings). Metal filings are an indication that an engine is failing. Rather than reassemble the truck and put it back into operation, replacing the engine while the truck was disassembled was cost-efficient. Since the transmission had also been removed from the truck while troubleshooting the operating problem, it was also cost effective to go ahead and overhaul the transmission. Cummins had indicated they would discount the labor for the transmission rebuild if both the engine and the transmission work were accomplished at the same time.

Cummins Rocky Mountain was diagnosing the mechanical issues with the chassis, which was disassembled at their shop in Phoenix. Other repair shops were available to work on the truck, but the truck would have had to be reassembled and towed to another location for the overhaul, and would have required additional time to repair and procure, resulting in the truck remaining out of service until March 2016.

Section 10 of the City Procurement Code provides authorization for such emergency purchases, "... if a situation is determined to be necessary for the public interest," subject to subsequent ratification by the Council.

Financial Impact

Funding of in the amount of \$29,826.66 is available in the FY16 Solid Waste Fund.

Attachment

1. Cummins Rocky Mountain quote dated December 24, 2015

Recommended Action: **MOVE** to approve City Contract No. 2016-143.



MATERIAL RETURNED FOR CREDIT OR EXCHANGE MUST SHOW THIS INVOICE NUMBER. ALL MATERIAL RETURNED FOR CREDIT IS SUBJECT TO A HANDLING CHARGE. OLD UNITS ELIGIBLE FOR EXCHANGE MUST BE RECEIVED WITHIN 15 DAYS.

PHOENIX BRANCH
651 N 101ST AVE
AVONDALE, AZ 85323-
(623)474-2600

INVOICE NO

ESTIMATE

REMIT TO: P.O.Box 912138
Denver, CO 80291-2138

BILL TO

CITY OF PRESCOTT
432 N VIRGINIA
PRESCOTT, AZ 86301-

OWNER

CITY OF PRESCOTT
432 N VIRGINIA
PRESCOTT, AZ 86301-
JUSTIN HILL - 928 7771647

PAGE 1 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
24-DEC-2015 10:14AM		16-NOV-2009	ISL 330		AUTOCAR
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
6256248		23-NOV-2015	46768915	CPL208700	WX64
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
271922			66043		1321

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN

NA

COMPLAINT

CUSTOMER STATED UNIT IS RUNNING ROUGH, WE FOUND UNIT WAS TOWED IN AND THE UNIT DOES NOT START, UNIT WILL NEED AIRED UP AND PUSHED IN

CAUSE

CUSTOMER REQUESTED ESTIMATE FOR ENGINE(LONG BLOCK, TRANS OVERHAUL)

CORRECTION

LONGBLOCK NOT AVAIL. SHORT BLOCK PLUS HEAD,ASSY.

TRANSMISSION HAD BEEN REMOVED FOR TROUBLESHOOTING. PAN AND SEVERAL BEARINGS REMOVED FOR T/S.

COVERAGE

REMOVE ENGINE AND REMOVE EXTERNAL COMPONENTS, I.E. TURBO, FUEL PUMP, INJECTORS, ETC.
LONGBLOCK NOT AVAILABLE, ASSEMBLE SHORTBLOCK AND HEAD ALONG WITH COMPONENTS FROM ENGINE THAT ARE REUSABLE,INSTALL NEW ENIGNE HARNESS. INSTALL ENGINE AND REBUILT TRANS. FILL FLUIDS, RUN AND TEST. STEAM CLEAN AND VERIFY REPAIR.

BILLABLE TO CUSTOMER

NOTE: JOB HAS HAD CONSIDERABLE TROUBLESHOOTING DONE AND LABOR INVOLVED. PARTS AND LABOT FROM CURRENT DID NOT TOTAL WITH REMAINDER

CURRENT TOTAL \$3111.00

ESTIMATE TO COMPLETE REPAIRS \$29826.66

JOB TOTAL \$ 32937.66

DIAGNOSTIC CHARGE: 85.40

1	0	3945917	SET,MAIN BEARING (STD)	CECO	168.00	168.00
6	0	3950661	BEARING,CON ROD (STD)	CECO	8.23	49.38
6	0	3966244	BEARING,CON ROD (STD)	CECO	17.29	103.74

Completion date : 22-Jan-2016 10:14AM. Estimate expires : 31-Dec-2015 03:08PM.

WARRANTY: See reverse side hereof.

TERMS: Approved charge customer invoice due net 30 unless otherwise specified. Non-charge customer invoice due upon delivery. CRM only accepts currency in US\$.

REFUNDS: Cash Refunds in excess of \$250.00 will be refunded by check, all other payments will be refunded in the tender which was submitted.

SHIPPING TERMS: FOB Shipping Point unless otherwise stated.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



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PHOENIX BRANCH
651 N 101ST AVE
AVONDALE, AZ 85323-
(623)474-2600

INVOICE NO

ESTIMATE

REMIT TO: P.O.Box 912138
Denver, CO 80291-2138

BILL TO

CITY OF PRESCOTT
432 N VIRGINIA
PRESCOTT, AZ 86301-

OWNER

CITY OF PRESCOTT
432 N VIRGINIA
PRESCOTT, AZ 86301-
JUSTIN HILL - 928 7771647

PAGE 2 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
24-DEC-2015 10:14AM		16-NOV-2009	ISL 330		AUTOCAR
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
6256248		23-NOV-2015	46768915	CPL208700	WX64
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
271922			66043		1321

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		NA					
1	0	5332563		GASKET,OIL PAN	CECO	36.64	36.64
1	0	3939352		GASKET,OIL SUC CONNECTION	CECO	3.01	3.01
1	0	3164067		SEALANT	CECO	11.29	11.29
7	0	VV705290		PREMIUM BLUE 15W40 BULK	VALVOLINE	8.96	62.72
1	0	LF9009		PAC, LF	FLG	51.04	51.04
1	0	29548988		KIT - FILTER, 4" SUMP	ALLISON	141.29	141.29
5	0	TRANSYND		TRANSYND FLUID	OTHER	45.64	228.20
1	0	29546229		SEAL - FILL TUBE	ALLISON	7.02	7.02
2	0	POP2-01672		ENGINE MOUNT	NONSTOCK	57.16	114.32
OUTSIDE PURCHASED PARTS							
QUOTE001190491							
1	0	4018755RX		BLK, SHORT ISL 8.9 07 B	DRC	8,395.76	8,395.76
1	0	3921841D		BLK, SHORT 6C	CLEAN	1,200.00	1,200.00
-1	0	3921841D		BLK, SHORT 6C 8.3	DIRTY	1,200.00	- 1,200.00
1	0	4955643		SET,UPPER ENGINE GASKET	CECO	179.98	179.98
1	0	4089889		SET,LOWER ENGINE GASKET	CECO	294.57	294.57
1	0	5347974RX		HEAD,CYLINDER	DRC	3,200.00	3,200.00
1	0	4942136D		HEAD, CYLINDER	CLEAN	300.00	300.00
-1	0	4942136D		HEAD, CYLINDER	DIRTY	300.00	- 300.00
3	0	R134APHX		FREON 30 LB	OTHER	5.33	15.99
3	0	4934545		HARNESS,WIRING	CECO	49.24	147.72
1	0	FF5636		PAC, FF (S	FLG	25.90	25.90

Completion date : 22-Jan-2016 10:14AM. Estimate expires : 31-Dec-2015 03:08PM.

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PAGE 3 OF 4

*** CHARGE ***

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24-DEC-2015 10:14AM		16-NOV-2009	ISL 330		AUTOCAR
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REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
271922			66043		1321

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		NA					
1	0		CV50628	ELEMENT,CV	FLG	98.60	98.60
1	0		5256656	HARNESSETR CNT MDL WRG	CECO	463.26	463.26
12	0		CC2834G	ES COMP EG - GALLON	FLG	14.30	171.60
6	0		5NDF0	HEATER HOSE 3/4 ID X 50 F	GRAINGER	7.82	46.92
1	0		FREIGHT IN-NON TAX	FREIGHT IN - NON TAXABLE	FREIGHT	600.00	600.00
1	0		PURCHASED PARTS	TRANSMISSION OVERHAUL	Charge for Incoming Freight NONSTOCK Outside Purchased Parts	9,528.54	9,528.54
PARTS:							24,145.49
PARTS COVERAGE CREDIT:							0.00CR
TOTAL PARTS:							24,145.49
SURCHARGE TOTAL:							0.00
LABOR:							3,121.20
LABOR COVERAGE CREDIT:							0.00CR
TOTAL LABOR:							3,121.20
MISC.:							370.00
MISC. COVERAGE CREDIT:							0.00CR
TOTAL MISC.:							370.00
ENVIRONMENTAL FEE							20.00
SERVICE SUPPLIES							150.00
PARTS SUPPLIES DEPT 200							200.00
ARIZONA							1,339.27
AVONDALE							597.89
MARICOPA							167.41

Completion date : 22-Jan-2016 10:14AM. Estimate expires : 31-Dec-2015 03:08PM.

WARRANTY: See reverse side hereof.

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SHIPPING TERMS: FOB Shipping Point unless otherwise stated.

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AVONDALE, AZ 85323-
(623)474-2600

INVOICE NO

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PRESCOTT, AZ 86301-

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432 N VIRGINIA
PRESCOTT, AZ 86301-
JUSTIN HILL - 928 7771647

PAGE 4 OF 4

*** CHARGE ***

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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
6256248		23-NOV-2015	46768915	CPL208700	WX64
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
271922			66043		1321

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN	NA						

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SHIPPING TERMS: FOB Shipping Point unless otherwise stated.

SUB TOTAL: 27,722.09

TOTAL TAX: 2,104.57

TOTAL AMOUNT: US \$ 29,826.66

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Award of City Contract No. 2016-128, to Gosnay's Mobile Container Repair, LLC, for solid waste dumpster repair services in an estimated annual amount of \$15,000.00

FUNDING SOURCE(S): Solid Waste Fund

Approved By:		Date:
Director:	Miller, Stephanie	1/14/2016
City Attorney:	Paladini, Jon	1/15/2016
City Manager:	McConnell, Craig	1/20/2016

Item Summary

This item is to award a contract to Gosnay's Mobile Container Repair for solid waste dumpster welding and repair services. The Solid Waste Division has approximately 160 dumpsters that are in need of various repairs. Gosnay's will complete the needed repairs on-site at the City's Transfer Station.

Background

The Solid Waste Division utilizes solid waste dumpsters for servicing commercial and multi-family customers' solid waste and recycling needs. Over the years, as the dumpsters are serviced repeatedly each week, damages from normal wear and tear, exposure to the elements, and from the various types of solid waste placed into the dumpsters by customers are incurred. Damaged dumpsters are replaced with new or repaired containers, allowing the Division to provide clean and safe containers to customers.

Over the past several years, the Division has accumulated approximately 160 dumpsters that require repair of sleeves, floors, hinges, and/or front panels. The Division has only one part-time dumpster repair employee. This employee spends approximately 20 hours a week repairing and delivering containers and sometimes fills in on collection routes due to employee absences, leading to an accumulation of dumpsters in need of repair.

AGENDA ITEM: Award of City Contract No. 2016-128, to Gosnay's Mobile Container Repair, LLC, for solid waste dumpster repair services in an estimated annual amount of \$15,000.00

In 2016, as a means of increasing revenue and diverting landfill tonnage, the Solid Waste Division plans to focus on increasing recycling participation with its commercial and multi-family customers, which will require an adequate inventory of recycling dumpsters. New dumpsters cost between \$500.00 and \$1,200.00 depending on size, while the average cost per dumpster for repairs will be \$100.00. Repairing the accumulated dumpsters will cost approximately \$100,000.00 less than purchasing new inventory.

Procurement Process

The Solid Waste Division received two quotes from solid waste dumpster welding and repair services providers as follows:

Vendor	Location	Weld Metal Sleeves	Weld Holes in Surface	Replace Floor	Hourly Rate	Freight Delivery Fee
Gosnay's	Baton Rouge, LA	\$40.00	\$25.00	\$150.00	\$65.00	\$0.00
Wastebuilt	Phoenix, AZ	\$80.00	\$25.00	\$275.00	\$80.00	\$375.00

A third vendor, Certi-Welders, Inc., was contacted for a quote and was non-responsive. Gosnay's was the most responsive, lowest priced, and only provider willing to perform the services in Prescott.

Financial Impact

The amount of \$20,000.00 is available in the FY 2016 Solid Waste Fund for dumpster repair.

Attachments

- 1) Gosnay's Mobile Container Repair, LLC, quote

Recommended Action: **MOVE** to approve City Contract No. 2016-128.

Request for Quotation (RFQ)

REQUESTER INFORMATION		Date	RFQ Due Date
Project Name:	Refuse Container Repair-Front Load	12/29/2015	01/08/2016 @ 2:00 pm
Department:	Field and Facilities Services		
Contact Name:	Pam Risaliti		
Telephone:	928-777-1659		
Fax:	928-771-0645		
Email:	Pam.risaliti@prescott-az.gov		

Item No.	UOM	Commodity, Description and or Specification	Unit Price
1	EA	Weld metal sleeves	40. ⁰⁰ ea
2	EA	Weld separated seams	25. ⁰⁰ ea
3	EA	Weld holes in metal surface	25. ⁰⁰ ea
4	EA	Repair ear tabs holding hinge rods	25. ⁰⁰ ea
5	EA	Side panel replacement (if required)	75. ⁰⁰ ea
6	EA	Patch hole in side wall or floor per sq. ft. (if required)	70. ⁰⁰ FL. ea
7	EA	Floor replacement	FL. 150. ⁰⁰
8	EA	Additional repairs (must be pre-approved)	65. ⁰⁰ HR
9		Labor Rate (per hour)	65. ⁰⁰ HR.
10			
11			
12			
13			
Freight/Delivery Charges			\$ N/A
Taxes (if applicable)			\$ N/A
Additional Comments: material not included			
Supplier Name and Signature: <i>Cosnais</i> Mobile Container Repair LLC Address, Phone No. & Email: 11646 Industriplex Blvd A-7 Baton Rouge, LA 70809 Expected Completion Time: 1-8-16 Date: 1-8-16			

MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Award of City Contract No. 2016-145 to Branco Machinery Company of Gilbert, Arizona, for the purchase of snow plow edges in an amount not to exceed \$25,000.00

FUNDING SOURCE(S): 1% Streets and Open Space Fund

Approved By:		Date:
Director:	Miller, Stephanie	1/14/2016
City Attorney:	Paladini, Jon	1/15/2016
City Manager:	McConnell, Craig	1/20/2016

Item Summary

This item is for purchase of replacement cutting edges for snow plows operated by the Streets Division.

Background

The Street Maintenance Division uses carbide cutting edges on its 12 snow plows. The edges are mounted to the lower edge of the snow plows in order to push snow. Carbide cutting edges last approximately four to five times longer than other plow edges.

In December 2015, plow edges in the amount of \$7,122.82 were ordered via a purchase order based on historical replacement requirements and the on-hand supply at the time. During a prolonged snow event the week of January 3, 2016, the Street Maintenance Division had to change plow edges eight times, drawing down the supply of edges. The December order was based upon the last two snow seasons of 2013 and 2014, which were mild, with minor snow accumulation. Recent storms have been more intense, resulting in accelerated wear to the cutting edges.

City Contract No. 2016-145 will provide an adequate supply through the winter season.

AGENDA ITEM: Award of City Contract No. 2016-145 to Branco Machinery Company of Gilbert, Arizona, for the purchase of carbide cutting edges in an amount not to exceed \$25,000.00

Procurement Process

The Street Maintenance Division received two quotes from suppliers as follows:

Vendor	Location	36" Blade	48" Blade
Branco Machinery Company	Gilbert, AZ	\$235.98	\$316.64
Cutting Edge Supply	Phoenix, AZ	\$253.98	\$337.21

Award to Branco Machinery as the most responsive, lowest priced bidder is recommended.

Financial Impact

Funding of \$25,000.00 is available in the FY 2016 1% Streets and Open Space Fund budget for this expenditure.

Attachment

- 1) Branco Machinery Company quote dated January 7, 2016

Recommended Action: **MOVE** to approve City Contract No. 2016-145.

**BRANCO**

1205 N. McQueen Road
 Gilbert, AZ 85233-1750
 Office: (480) 892-5657
 Fax: (480) 892-3174

Sales Order B149513

Order Date 01/07/16

Bill To:

MISC. TAXABLE CUSTOMER

Ship To:

CITY OF PRESCOTT
 432 NORTH VIRGINIA STREET
 PRESCOTT, AZ
 86301

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
MISCAS	CUSTOMER	GILBERT, AZ	C.O.D.	QUOTE =	HA	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Required Date	Unit Price	Extended Price
	Back Ordered	Item Description			Discount %	Tax
12	0	MISC CB15082 3/4 X 6 X 36" CARBIDE SNOWPLOW BLADE		01/07/16	235.98	2831.76
					Y	
12	0	MISC CB15083 3/4 X 6 X 48" CARBIDE SNOWPLOW BLADE		01/07/16	314.64	3775.68
					Y	
DO NOT PAY FROM SALES ORDER						
Terms: Payment is due upon receipt of this invoice, unless otherwise stated and becomes delinquent if not paid to Branco Machinery Company within (30) days from date of invoice. A service charge of 1 1/2% per month, which is an annual percentage rate of 18%, will be charged on all past due balances. Customer shall reimburse and pay Branco Machinery Company for all expenses, costs and attorneys' fees incurred or expended by Branco Machinery Company in enforcing its rights herein.						0.00
Non Taxable Subtotal						6607.44
Taxable Subtotal						515.38
Tax (7.800%)						
Total Order						7122.82

MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: Airport

AGENDA ITEM: Approval of City Contract No. 2016-140 with the Federal Aviation Administration (FAA) in the amount of \$18,578.95 to perform a flight check of navigational aids at the Prescott Municipal Airport

FUNDING SOURCE(S): ADOT and Airport Fund

Approved By:		Date:
Airport Manager:	Cox, John	01/14/2016
City Attorney:	Paladini, Jon	01/15/2016
City Manager:	McConnell, Craig	01/20/2016

Item Summary

This item is to conduct a FAA-required flight check upon completion of Project No. 90174, Navigational Aid Improvements, at the Prescott Municipal Airport. The project completion date is May 3, 2016.

Background

In November 2015, City Council approved the grant acceptance and construction award for the Prescott Municipal Airport Navigational Aid Improvements. The grant award was \$193,500.00. Upon completion of installation of the navigational aids, the Federal Aviation Administration requires a "flight check" to be performed to ensure the correct placement and angles of the Precision Approach Position Indicators used as navigation aids on Runways 12/30 and 21L/3R at Ernest A Love Field.

Financial Impact

This is a sole source procurement since the FAA requires that it conduct the flight check. The flight check will be funded through existing ADOT Grant E6S2I in the amount of \$16,721.05, with the local 10% match from the Airport Fund in the amount of \$1,857.90. The flight check will not increase the City's local match for Grant E6S2I.

The required flight check has already been accounted for in the budgeting of City of

Agenda Item: Approval of City Contract No. 2016-140 with the Federal Aviation Administration (FAA) in the amount of \$18,578.95 to perform a flight check of navigational aids at the Prescott Municipal Airport

Prescott Project No. 90174 and will have no additional financial impact. The City will be reimbursed for the work through the grant process.

Attachments

1. City Contract No. 2016-140

Recommended Action: **MOVE** to award City Contract No. 2016-140.

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**THE CITY OF PRESCOTT
PRESCOTT, AZ**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which **The City of Prescott** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA/Flight Inspection Services, and **The City of Prescott**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide a **commissioning flight inspection of the PAPIs on Rwy 12/30 & 21L/3R at Ernest A Love Field Airport (KPRC) Prescott, AZ**. This Agreement provides funding for the FAA to establish these services.

Therefore, this project is titled:

The City of Prescott, Prescott, AZ

- B. The FAA will perform a **commissioning flight inspection of the PAPIs on Rwy 12/30 & 21L/3R at Ernest A Love Field Airport (KPRC) Prescott, AZ.**
- C. The Sponsor will:
1. Provide funding as estimated in Article 7.
 2. Upon signature and payment of agreement, contact James Field at 405-954-9318 or james.d.field@faa.gov and inform him when the site is ready for inspection. You may call Flight Inspection Central Operations if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____.

ARTICLE 4. Points of Contact

A. FAA:

1. Flight Inspection Services will perform the Scope of Work included in this Agreement. Jim Wilson is the Manager, Mission Control Team, and liaison with the Sponsor for any Flight Inspection issues and can be reached at 405-954-9789. The Flight Inspection Services Agreement Coordinator, Kadi Barrett, can be reached at 405-954-7568. These liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer.

B. Sponsor Point(s) of Contact

Sponsor: The City of Prescott
Attention: John Cox
Address: 6546 Crystal Lane
Prescott, AZ 86301
Phone: 928-777-1114
E-mail: john.cox@prescott-az.gov

ARTICLE 5. Non interference with operations: [RESERVED]

ARTICLE 6. Transfer Agreement [RESERVED]

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

Description of Reimbursable Item	Estimated Cost
LABOR	
NA	\$0
Labor Subtotal	\$0
Labor Overhead (17%)	\$0
Total Labor	\$0
NON-LABOR	
Flight Inspection	\$17,363.50
Non-Labor Overhead (7%)	<u>\$1,215.45</u>
Total Non-Labor	\$18,578.95
TOTAL ESTIMATED COST	\$18,578.95

Detailed Estimate:

Flight Inspection Estimated Cost

<i>Lear Rate \$3,157/hr</i>	Type	Hours	Inspections	Estimated Cost
PAPIs on Rwy 12/30 & 21L/3R at (KPRC)	Commissioning	5.5	1	\$17,363.50
	7% Administrative Overhead			<u>\$1,215.45</u>
	Total Estimated Cost of Agreement			\$18,578.95

- B. The FAA- Flight Inspection Services reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to the most current edition of FAA Order 2500.36, Application of Flight Hour Rates. The estimates are based on rates in effect at the time this Agreement is signed.
- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the customer will reflect actual hours and costs to Flight Inspection Services.
- D. **Sponsor** will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.
- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

ARTICLE 8. Period of Agreement and Effective Date

This Agreement supersedes and nullifies any previous agreements between the parties on the subject matter. The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send the Agreement to the FAA Agreement Coordinator for FAA signature and advance payment to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Any amount due on the final bill will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the Sponsor.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement to the Agreement Coordinator. The sponsor can either mail the payment to the address shown below or submit payment (via check or credit card) electronically via pay.gov. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA – Mike Monroney Aeronautical Center
ATTN: AMK-323, Reimbursable Project Team
P.O. Box 25082
Oklahoma City OK 73125

The overnight mailing, address is:
DOT/FAA/Mike Monroney Aeronautical Center
AMK-323 Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City OK 73169
Telephone: (405) 954-4962

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Sponsor: The City of Prescott
Attention: John Cox
Address: 6546 Crystal Lane
Prescott, AZ 86301
Phone: 928-777-1114
E-mail: john.cox@prescott-az.gov

- D. Pre-payment notices will be sent to the Sponsor on an annual basis.
- E. The cost estimates contained in Article 7 are expected to be the maximum cost associated with this Agreement, but may be modified to recover the FAA's actual cost. If during the course of this Agreement, actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the

termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security [RESERVED]

ARTICLE 21. Intellectual Property

Data developed as part of FAA operations is public information subject to the Freedom of Information Act (FOIA) and the Privacy Act.

ARTICLE 22. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 100 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

SIGNATURE _____
NAME _____
TITLE Contracting Officer
DATE _____

THE CITY OF PRESCOTT

SIGNATURE _____
NAME Harry B. Oberg
TITLE Mayor
DATE _____

ATTEST:

SIGNATURE _____
NAME Dana R. DeLong
TITLE City Clerk
DATE _____

APPROVED AS TO FORM:

SIGNATURE _____
NAME Jon M. Paladini
TITLE City Attorney
DATE _____

MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: City Clerk

AGENDA ITEM: Approval to purchase software from Accela, Inc., to manage the agendas, materials, and minutes of City public meetings and enable web-streaming, in an annual amount of \$19,524.00 (City Contract No. 2016-159)

FUNDING SOURCE(S): Various Funds

Approved By:

Date:

City Clerk:	DeLong, Dana	01/20/2016
City Attorney:	Paladini, Jon	01/20/2016
City Manager:	McConnell, Craig	01/21/2016

Item Summary

This item is to approve the purchase of a meeting management software program with enhanced capabilities. The software program will enable more efficient management of Council agendas and minutes, automation of the Boards, Commission, and Committee appointment process, and provide live video web-streaming on the City's website.

Background

In 2013, the City Clerk's Office implemented an automated Council agenda management system whereby City departments submit Council agenda items through an electronic workflow approval process. This system was a good start to automating the submission of agenda items, but in looking for ways to streamline the process and provide citizens easier access to information, a superior software program has been identified with many enhancements.

The three Accela software program modules that the Clerk's Office is requesting to purchase include: Agenda and Minutes; Civic Streaming; and Boards and Commissions.

Agenda and Minutes

The agenda and minutes module automates the entire Council meeting production process for better and more efficient workflow. It allows for the electronic submission of agenda items by all City departments, and the ability to streamline the minute-taking process by preparing the templates prior to the meeting. The agenda and minutes module can be used to manage all Board, Commission, and Committee (BCC) meetings as well, simplifying the production of agendas and minute-taking.

Agenda Item: Approval to purchase software from Accela, Inc., to manage the agendas, materials, and minutes of City public meetings and enable web-streaming, in an annual amount of \$19,524.00 (City Contract No. 2016-159)

Civic Streaming

The web-streaming module is used to stream and record Council meetings and then instantly upload the videos for on-demand viewing. The public will have the ability to view live and on-demand meetings on all commonly used devices. The Civic Streaming module and the Agenda and Minutes Module work together to bookmark individual agenda items so that citizens can access specific agenda items and watch the discussion of that particular item without having to fast forward through an entire video recording.

Boards and Commissions

The Boards and Commissions module automates the entire BCC appointment process featuring online applications, creation of a searchable applicant database with their applications, and a means for applicants to easily view requirements and information for each board or commission. The automation and streamlining of the process will save countless staff hours of preparing for new appointments each year.

Implementing the Accela modules will provide a more user-friendly system that is specific to the needs of the organization, and will eliminate work-around methods that became necessary in order to produce a Council agenda, prepare meeting minutes, and manage the Board, Commission, and Committee appointment process. These upgrades will save staff time not only in the Clerk's Office, but in all City departments that prepare agenda items.

Comparison of Features

Current Agenda System	Accela Management System – Enhancements
Electronic management of the Council agenda process, including workflow	Electronic management of agenda items for both Council meetings and all BCC meetings, including workflow
Publishing of the Council agenda	Automated creation of a minutes template based on the agenda for both Council and BCC meetings
Audio recording of Council meetings	Ability to import historical data such as Council minutes, ordinances, and resolutions, allowing citizens to readily access the information
	Web-streaming module to stream, record, and instantly upload videos for on-demand viewing
	Ability for the public to view meetings on all commonly used devices
	Automated Boards, Commission, and Committee appointment process
	Online application for BCC appointments
	Applicant database to easily search past and present membership, with the ability to create reports and membership rosters

Agenda Item: Approval to purchase software from Accela, Inc., to manage the agendas, materials, and minutes of City public meetings and enable web-streaming, in an annual amount of \$19,524.00 (City Contract No. 2016-159)

Financial Impact

The annual cost of the current agenda management system is \$5,706.00, compared to \$8,388.00 for the Accela Agenda and Minutes module. The balance of the \$19,524.00 annual cost of Accela software is for the two new capabilities: \$5,988.00 for the Civic Streaming module, and \$5,148.00 for the Boards and Commission module.

Funding is available in the City Clerk's budget for this purchase; the cost will be recovered from all City departments/funds.

Attachments

1. Accela Government Meeting Management Software Agreement (City Contract No. 2016-159).

Recommended Action: **MOVE** to approve the purchase of an agenda meeting management software program from Accela, Inc., in the annual amount of \$19,524.00 (City Contract No. 2016-159).



Accela

Legislative Management

City Contract No. 2016-159

Government Meeting Management Software

For



Submitted By:

Dave Ropiak

Business Development Executive

Accela

100 Comac Street

Ronkonkoma, NY 11779

(631) 389-3693

12/9/2015

Accela – Legislative Management - Terms, Conditions and Pricing for Prescott, AZ

IMPORTANT NOTICE TO USER: Accela, Inc. ("Accela") owns all intellectual property in the software products Agendas & Minutes, Civic Streaming, Digital Boardroom and Boards & Commissions and Civic Voice (collectively "Software"). Customers shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. This Agreement will be governed by the laws in force in the State of California.

2. Software License. The software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by Accela as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

3. Continued Services

3.1 Updates and Renewals. If the Software is an Update to a previous version of the Software, you must possess a valid license to the previous version in order to use the Update. Corrections of substantial defects in the Software so that the Software will operate as purported will be rectified by Accela. Customer agrees to install all updates, including any enhancements, for the Software in accordance with the instructions provided by Accela.

3.2 Hosting. Accela agrees to maintain customer data in a Tier-2 datacenter and is committed to providing 99.9% uptime and availability. Accela will perform nightly backups of your hosted data to an alternate physical location.

3.3 *Ownership of Data.* All hosted data belongs to the Customer. Within thirty (30) calendar days following termination of this Agreement, Accela will provide a complete copy of Customer's data without additional charge through a downloadable backup or DVD.

4. Payment Terms & Fees

4.1. Term and Termination. Subscription terms are twelve (12) calendar months in duration. The initial Term of this Agreement is effective as of the date of the Customer's signature ("Effective Date") and will continue for the 12 months. At the end of the initial 12 month term, Customer's Subscription will renew for an additional term unless terminated as provided herein. Accela reserves the right to increase the annual fee by 5% on the anniversary date of each renewal term. This agreement can be terminated at any time with 30 days prior written notice.

4.2. Payment Terms. Subscription Services of **\$1627** per month billing will commence on March 1, 2016. Each subsequent payment will occur on the 1st of each month. Payment Terms are NET 30 Days from the invoice date.

4.3 On-site support and Expenses. Should on-site support requiring travel by Accela staff be requested by Customer, Accela will provide on-site assistance at Accela's then-current time-and-materials rates. In addition to these charges, Customer will compensate Accela for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such accrue and will be billed at cost and invoiced separately.

4.4 Hardware. Hardware, if any, is provided at no additional cost. Accela does not warrant any hardware. Should Accela furnish encoder hardware as part of the Civic Streaming (fka Media Traq) video streaming service, hardware warranty is through manufacture repair or replacement only. Any hardware issues requiring new equipment not covered by the warranty will be billed to the client at cost. Any upgrades, additional encoders, etc. will be billed to client. Any hardware furnished to client as part of Accela's services to be returned to Accela upon termination of associated services.

5. Limitation of Liability. Accela will, at all times during the Agreement, maintain appropriate insurance coverage. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person to entity exceed the fees paid to Accela be Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim (s) of liability, even if Accela or its agents have been advised of the possibility of such damages.

6. Pricing Structure:

Description	Monthly SaaS	One Time
Agendas and Minutes - Unlimited	\$699/ mo	
System Configuration, Implementation & Training		Waived/Included
Historical Import of Data		Waived/Included
Civic Streaming - Unlimited	\$499/ mo	
System Configuration, Implementation & Training		Waived/Included
Historical Import of Data		Waived/Included
Boards and Commissions - Unlimited	\$429/ mo	
System Configuration, Implementation & Training		Waived/Included
Historical Import of Data		Waived/Included

Prescott, AZ

Accela, Inc.

Signature

Signature

Printed Name, Title

Daryl Blowes, GM / SVP

Printed Name, Title

Date:

Date: 12/9/2015

Billing Contact:

Billing Address:

***This agreement is valid thru March 31, 2016.**

MEETING DATE/TYPES: VOTING SESSION

1-26-16

DEPARTMENT: City Manager

AGENDA ITEM: Approval of a Memorandum of Understanding with the Yavapai-Prescott Indian Tribe for 2015 pass-through contribution of funding to various community non-profit recipients (City Contract No. 2016-157)

Approved By:

Date:

City Manager: McConnell, Craig

1/20/2016

Item Summary

The 2003 Tribal-State Gaming Compact between the Yavapai-Prescott Indian Tribe (YPIT) and State of Arizona allows YPIT to make 12% of its total contributions required by the Compact to local governments for services which benefit the general public.

Similar to the handling of contributions made in the past, the attached Memorandum of Understanding (MOU) provides for remittance by YPIT to the City, and in turn remittance by the City of the funding received this year on a pass-through basis to the following community non-profit recipients:

Adult Center of Prescott, Inc.	\$ 7,500.00
Sharlot Hall Museum	10,000.00
Yavapai Humane Society	10,000.00
Yavapai Big Brothers and Big Sisters	6,000.00
Prescott YMCA	15,000.00
Children's Museum Alliance	5,000.00
Prescott Unified School District	8,000.00
U.S. Vets	8,500.00
Yavapai College Foundation	9,000.00
Common Ground Ministries	6,000.00
The Prescott Area Shelter Services	6,000.00
Total	\$ 91,000.00

Agenda Item: Approval of a Memorandum of Understanding with the Yavapai-Prescott Indian Tribe for 2015 pass-through contribution of funding to various community non-profit recipients (City Contract No. 2016-157)

Financial Impact

Upon approval of the MOU and receipt of funds from YPIT, the City will remit (pass-through) the funds to the recipients as specified. There will be no net financial impact to the City.

Attachments

1. Memorandum of Understanding (City Contract No. 2016-157)
2. Letter request by Tribal General Manager (12/31/15)

Recommended Action: MOVE to approve the Memorandum of Understanding with the Yavapai-Prescott Indian Tribe (City Contract No. 2016-157).

MEMORANDUM OF UNDERSTANDING
BETWEEN
YAVAPAI-PRESCOTT INDIAN TRIBE AND
THE CITY PRESCOTT, ARIZONA
City Contract No. 2016-157

This Memorandum of Understanding is entered into and is effective as of the _____ day of January, 2016, by and between the Yavapai-Prescott Indian Tribe ("Tribe"), acting through its Board of Directors, and the City of Prescott, Arizona ("City"), acting through its City Council.

R E C I T A L S:

WHEREAS, the Tribe signed a Tribal-State Gaming Compact with the State of Arizona on May 20, 2003 ("Compact"); and

WHEREAS, Section 12 of the Compact, entitled "Payment of Regulatory Costs; Tribal Contributions" allows the Tribe to make 12% of its total contributions required by Section 12(b) of the Compact to cities, towns or counties for government services that benefit the general public, including public safety, mitigation of impacts of gaming, or promotion of commerce and economic development; and

WHEREAS, the parties have a common objective to allow the Tribe to specifically designate its contributions ("Funds") to the City for particular purposes pursuant to this Memorandum of Understanding ("MOU");

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties agree as follows:

O P E R A T I O N:

1. The Tribe shall pay a portion of its annual 12% contribution for the calendar year 2015 required under Section 12(b) of the Compact to the City. The Tribe shall make these payments in the manner and time required by Sections 12(d), (e), (f) and (g) of the Compact.

2. The Tribe shall pay the Funds to the City in amounts and on such date(s) as designated by the Tribe for the specific purpose of assisting the City with funding for the (a) Adult Center of Prescott, Inc.; (b) Sharlot Hall Museum; (c) Yavapai Humane Society; (d) Yavapai Big Brothers Big Sisters; (e) YMCA; (f) Children's Museum Alliance, Inc.; (g) Prescott Unified School District; (h) U.S. Vets; (i) Yavapai College Foundation; (j) Common Ground Ministries; and (k) Prescott Area Shelter Services ("the Recipients"). The City and the Tribe agree that the Recipients are permitted purposes under Section 12 of the Compact. The City shall disburse the Funds to the Recipients in amounts recommended by the Tribe within 20 days of the City's receipt of the Funds from the Tribe.

3. The City understands that the Tribe cannot make the contributions for any purpose other than that permitted by the Compact. Therefore, the City must use the contribution only for the purposes stated herein. If any of the Recipients cease to exist or is

otherwise unable to carry out its purposes hereunder, the City shall have the authority to determine how to use and disburse the Funds and shall notify the Tribe within fifteen (15) days of such determination and the City's use of the Funds.

5. Any notices relating to this MOU shall be sent by U. S. Mail, postage prepaid, to the following:

Tribe:

Yavapai-Prescott Indian Tribe
ATTN: President
530 E. Merritt
Prescott, AZ 86301

The City:

City of Prescott
ATTN: Mayor
201 S Cortez Street
Prescott, AZ 86302

6. This MOU is effective on the date written on the first page and shall continue unless terminated by any party upon 30 days' written notice. This MOU will terminate in the event of lack of funding by the Tribe from the operation of its Gaming Facilities, as defined by the Compact or a change in any other applicable law that no longer requires the Tribe to make such contributions. This MOU will also terminate if the Recipient ceases to exist, or is otherwise unable to carry out its purposes. This MOU may be modified or amended only by written agreement among the parties.

7. This MOU does not confer any rights or benefits on any third party, the City, the Recipients or any other distributee of the Tribe's contributions.

8. Nothing in this agreement obligates the Tribe to make (1) any current or future expenditures in advance of the availability of gaming revenues from its Class III Net Win or (2) any future contributions to the City or any of the Recipients beyond calendar year 2015, unless this MOU is extended upon written agreement by the Tribe and the City.

9. The City shall perform all services provided under this Agreement in compliance with all applicable laws and regulations of the Tribe and all federal, state and local government entities.

10. Questions relating to the validity of the MOU, its interpretation, its performance and its enforcement, shall be brought in the Yavapai-Prescott Tribal Court. All such questions shall be governed by and construed in accordance with Tribal law. In the event that there is no applicable Tribal ordinance, federal law shall apply, and in the absence of federal law, the law of the State of Arizona shall apply.

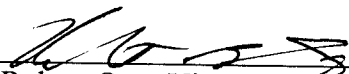
11. Nothing contained in this Agreement shall be construed as a waiver of the Tribe's sovereign immunity.

12. The City shall retain and shall require the Recipient to retain all data and records relating to the performance of this MOU. All such data and records shall be subject to inspection by the Tribe. Upon request, the City and/or the Recipients shall produce legible copies of any such data and records. At any time during the term of this MOU or any extensions thereof and one (1) year thereafter, the City's and/or the Recipient's books and records shall be subject to audit by the Tribe or its auditors to the extent that such books and records relate to the performance of this MOU.

13. The City shall provide to the Tribe at the end of each fiscal year either financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles, relating to the City's performance and the Recipient's receipt of Funds under this MOU.

DATED: 12-30-2015

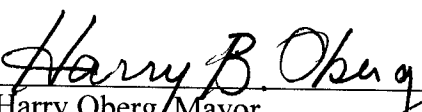
YAVAPAI-PRESCOTT INDIAN TRIBE

By: 
Robert Ogo, Vice President
(Acting President)

By: 
Lorna Galeano, Secretary/Treasurer

DATED: 1-4-2016

CITY OF PRESCOTT

By: 
Harry Oberg, Mayor

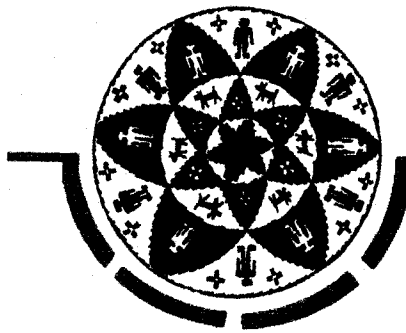
By: _____
Dana DeLong, City Clerk

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

Jon Paladini, City Attorney

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

Attorney for the Yavapai-Prescott Indian Tribe



Y A V A P A I

PRESCOTT ♦ INDIAN ♦ TRIBE

December 31, 2015

City of Prescott
Harry Oberg, Mayor
201 S Cortez Street
Prescott, AZ 86302

Dear Mayor Oberg:

Attached is a Memorandum of Understanding ("MOU") to allow the Tribe to specifically designate contributions ("Funds") to the City for the specific purpose of assisting the City with funding several local organizations ("Recipients"), as identified in the MOU, that serve the Prescott community. Upon signing this MOU, please send a copy of the signed MOU to the Tribe at the address provided below. If you have any questions regarding this document please contact me at (928) 515-7103.

Thank you for your assistance with this matter!

Sincerely,

Mike Seibert
Tribal General Manager
Yavapai-Prescott Indian Tribe
530 E Merritt
Prescott, AZ 86301
Phone: (928) 515-7103
Cell: (928) 308-7682
mseibert@ypit.com

Attachment (1)

MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: City Manager

AGENDA ITEM: Approval of a Memorandum of Understanding with the Yavapai-Prescott Indian Tribe for a 2014 pass-through contribution of funding (City Contract No. 2016-158)

Approved By:

Date:

City Manager: McConnell, Craig

1/20/2016

Item Summary

The 2003 Tribal-State Gaming Compact between the Yavapai-Prescott Indian Tribe (YPIT) and State of Arizona allows YPIT to make 12% of its total contributions required by the Compact to local governments for services which benefit the general public.

Similar to the handling of contributions made in the past, the attached Memorandum of Understanding (MOU) provides for remittance of the amount of \$12,000.000 by YPIT to the City, and in turn payment of said amount by the City to the Prescott Unified School District, the community non-profit recipient designated by YPIT.

Financial Impact

Upon approval of the MOU and receipt of funds from YPIT, the City will remit (pass-through) the funds to the recipient specified. There will be no net financial impact to the City.

Attachments

1. Memorandum of Understanding (City Contract No. 2016-158)

Recommended Action: MOVE to approve the Memorandum of Understanding with the Yavapai-Prescott Indian Tribe (City Contract No. 2016-158).

MEMORANDUM OF UNDERSTANDING
BETWEEN
YAVAPAI-PRESCOTT INDIAN TRIBE AND
THE CITY PRESCOTT, ARIZONA
City Contract No. 2016-158

This Memorandum of Understanding is entered into and is effective as of the _____ day of December, 2016, by and between the Yavapai-Prescott Indian Tribe ("Tribe"), acting through its Board of Directors, and the City of Prescott, Arizona ("City"), acting through its City Council.

R E C I T A L S:

WHEREAS, the Tribe signed a Tribal-State Gaming Compact with the State of Arizona on May 20, 2003 ("Compact"); and

WHEREAS, Section 12 of the Compact, entitled "Payment of Regulatory Costs; Tribal Contributions" allows the Tribe to make 12% of its total contributions required by Section 12(b) of the Compact to cities, towns or counties for government services that benefit the general public, including public safety, mitigation of impacts of gaming, or promotion of commerce and economic development; and

WHEREAS, the parties have a common objective to allow the Tribe to specifically designate its contributions ("Funds") to the City for particular purposes pursuant to this Memorandum of Understanding ("MOU");

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties agree as follows:

O P E R A T I O N:

1. The Tribe shall pay a portion of its annual 12% contribution for the calendar year 2014 required under Section 12(b) of the Compact to the City. The Tribe shall make these payments in the manner and time required by Sections 12(d), (e), (f) and (g) of the Compact.

2. The Tribe shall pay the Funds to the City in amounts of \$12,000 on December 28, 2015 as designated by the Tribe for the specific purpose of assisting the City with funding for the Prescott Unified School District. The City and the Tribe agree that the Recipients are permitted purposes under Section 12 of the Compact. The City shall disburse the Funds to the Recipients in amounts recommended by the Tribe within 15 days of the City's receipt of the Funds from the Tribe.

3. The City understands that the Tribe cannot make the contributions for any purpose other than that permitted by the Compact. Therefore, the City must use the contribution only for the purposes stated herein. If any of the Recipients cease to exist or is otherwise unable to carry out its purposes hereunder, the City shall have the authority to determine how to use and disburse the Funds and shall notify the Tribe within fifteen (15) days of such determination and the City's use of the Funds.

5. Any notices relating to this MOU shall be sent by U. S. Mail, postage prepaid, to the following:

Tribe:

Yavapai-Prescott Indian Tribe
ATTN: President
530 E. Merritt
Prescott, AZ 86301

The City:

City of Prescott
ATTN: Mayor
201 S Cortez Street
Prescott, AZ 86302

6. This MOU is effective on the date written on the first page and shall continue unless terminated by any party upon 30 days' written notice. This MOU will terminate in the event of lack of funding by the Tribe from the operation of its Gaming Facilities, as defined by the Compact or a change in any other applicable law that no longer requires the Tribe to make such contributions. This MOU will also terminate if the Recipient ceases to exist, or is otherwise unable to carry out its purposes. This MOU may be modified or amended only by written agreement among the parties.

7. This MOU does not confer any rights or benefits on any third party, the City, the Recipients or any other distributee of the Tribe's contributions.

8. Nothing in this agreement obligates the Tribe to make (1) any current or future expenditures in advance of the availability of gaming revenues from its Class III Net Win or (2) any future contributions to the City or any of the Recipients beyond calendar year 2015, unless this MOU is extended upon written agreement by the Tribe and the City.

9. The City shall perform all services provided under this Agreement in compliance with all applicable laws and regulations of the Tribe and all federal, state and local government entities.

10. Questions relating to the validity of the MOU, its interpretation, its performance and its enforcement, shall be brought in the Yavapai-Prescott Tribal Court. All such questions shall be governed by and construed in accordance with Tribal law. In the event that there is no applicable Tribal ordinance, federal law shall apply, and in the absence of federal law, the law of the State of Arizona shall apply.

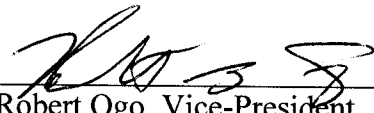
11. Nothing contained in this Agreement shall be construed as a waiver of the Tribe's sovereign immunity.

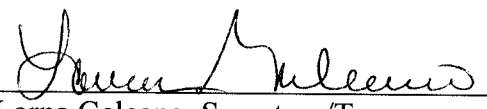
12. The City shall retain and shall require the Recipient to retain all data and records relating to the performance of this MOU. All such data and records shall be subject to inspection by the Tribe. Upon request, the City and/or the Recipients shall produce legible copies of any such data and records. At any time during the term of this MOU or any extensions thereof and one (1) year thereafter, the City's and/or the Recipient's books and records shall be subject to audit by the Tribe or its auditors to the extent that such books and records relate to the performance of this MOU.

13. The City shall provide to the Tribe at the end of each fiscal year either financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles, relating to the City's performance and the Recipient's receipt of Funds under this MOU.

DATED: 12/28/15

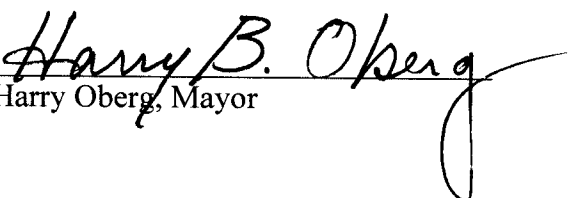
YAVAPAI-PRESCOTT INDIAN TRIBE

By: 
Robert Ogo, Vice-President
(Acting President)

By: 
Lorna Galeano, Secretary/Treasurer

DATED: _____

CITY OF PRESCOTT

By: 
Harry Oberg, Mayor

By: _____
Dana DeLong, City Clerk

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

Jon Paladini, City Attorney

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

Attorney for the Yavapai-Prescott Indian Tribe

MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: Recreation Services

AGENDA ITEM: Adoption of Ordinance No. 4964-1502 amending Prescott City Code chapter 15-1-12 "VEHICLES, SPEED LIMITS AND PARKING" to adjust parking fee amounts and days of collection at City recreation facilities

FUNDING SOURCE(S): General Fund

Approved By:

Date:

Director:	Baynes, Joe	1/15/2016
City Attorney:	Paladini, Jon	1/15/2016
City Manager:	McConnell, Craig	1/21/2016

Item Summary

This item is to adjust parking fees at designated recreation areas. The adjustments will eliminate free parking on Wednesdays and increase the daily fee from \$2.00 to \$3.00. Annual and multi-visit passes can be purchased at the Recreation Services office and will also be adjusted.

Current

- Annual pass \$ 80.00 (one visit per day)
- 40 visit pass \$ 40.00 (\$1.00 per visit)
- 10 visit pass \$ 10.00 (\$1.00 per visit)
- Daily Parking fee \$ 2.00

Proposed

- \$ 100.00 (one visit per day)
- \$ 60.00 (\$1.50 per visit)
- \$ 20.00 (\$2.00 per visit)
- \$ 3.00 Daily Parking fee

Background

Parking fee collection at City-owned recreation areas began with the completion of improvements to the Goldwater Lake day use area in 1979. When Willow and Watson Lakes were purchased and park improvements completed in the early 2000s, those sites were also designated as fee collection areas, however, collection and enforcement were based on the "honor system". In 2010 automated pay kiosks were installed at four park locations – Willow, Watson and Goldwater Lakes, as well as the Peavine trailhead off Sundog Ranch Road. The revenue collected (approximately \$175,000 in FY 2015) has been instrumental in recovering maintenance and improvement costs associated with operation of the City park system.

Agenda Item: Adoption of Ordinance No. 4964-1502 amending Prescott City Code chapter 15-1-12 "VEHICLES, SPEED LIMITS AND PARKING" to adjust parking fee amounts and days of collection at City recreation facilities

At the November 10, 2015, City Council meeting regarding the FY16 mid-year budget adjustments, Council direction was given to implement revenue enhancements.

Financial Impact

The fee increase related to the elimination of the free Wednesday parking will produce an estimated \$36,000.00 annually. The parking fee increase for daily and multi-day passes is anticipated to generate an additional \$80,000.00 for a total increase of \$116,000.00 annually. With the fee adjustments, estimated annual parking revenue will be \$291,000.00 versus the FY 16 budgeted amount of \$175,000.00.

At the \$291,000.00 level, the parking revenue will comprise 9.4% of the total FY16 Recreation Services operating budget of \$3.1 million.

Attachments

1. Annotated Ordinance No. 4964-1502
2. Ordinance No. 4964-1502

Recommended Action: MOVE to adopt ordinance No. 4964-1502.

ANNOTATED: ORDINANCE NO. 4964-1502

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING CHAPTER 15-1-12 “VEHICLES, SPEED LIMITS AND PARKING” BY DELETING CERTAIN PROVISIONS OF THAT CHAPTER TO NOW REFLECT COLLECTION OF PARKING FEES SEVEN DAYS A WEEK AT SELECT CITY PARKS; AND PENALTIES FOR VIOLATION OF THIS CHAPTER.

RECITALS:

WHEREAS, the City of Prescott wishes to update the Recreation Services provisions of the Prescott City Code to be consistent with recent City Council direction to remove free parking on Wednesdays at certain City Park trailheads in an effort to maximize cost recovery; and

WHEREAS, amending Chapter 15-1-12 of the Prescott City Code is 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. Prescott City Code Chapter 15-1-12 is amended as follows:

15-1-12 VEHICLES, SPEED LIMITS AND PARKING:

(C) Parking Regulations

1. Each person parking a vehicle or motor-driven cycle within a designated parking area at Watson Lake Park, Willow Lake Park, Goldwater Lake Park, or the Prescott Peavine National Recreation Trail every day of the week ~~except Wednesday (which is a free parking day)~~ shall immediately, ~~after parking in a designated parking spot,~~ deposit in the pay station kiosk a sum of \$23.00 using cash, ~~or credit card or annual pass for parking.~~ Annual pass fees are \$100, 1 visit per day, \$60 for 40 visits and \$20 for 10 visits.

SECTION 2. Violations of the newly amended 15-1-12 will continue to be penalized pursuant to Prescott City Code 15-1-28: “PENALTIES”, which provides as follows:

It shall be unlawful and a misdemeanor for any person to violate any of the provisions or requirements contained in this chapter. Unless otherwise provided in a specific section of this chapter, any person convicted of a violation of any section of this chapter shall be punished as provided in section 1-3-1 of this code. (Ord. 1463, 8-11-1980; and. Ord. 1834, 9-23-1986)

PASSED AND ADOPTED by the Council of the City of Prescott, Arizona, on this _____ day of _____, 201____.

HARRY B. OBERG, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

ORDINANCE NO. 4964-1502

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING CHAPTER 15-1-12 “VEHICLES, SPEED LIMITS AND PARKING” BY DELETING CERTAIN PROVISIONS OF THAT CHAPTER TO NOW REFLECT COLLECTION OF PARKING FEES SEVEN DAYS A WEEK AT SELECT CITY PARKS; AND PENALTIES FOR VIOLATION OF THIS CHAPTER.

RECITALS:

WHEREAS, the City of Prescott wishes to update the Recreation Services provisions of the Prescott City Code to be consistent with recent City Council direction to remove free parking on Wednesdays at certain City Park trailheads in an effort to maximize cost recovery; and

WHEREAS, amending Chapter 15-1-12 of the Prescott City Code is 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. Prescott City Code Chapter 15-1-12 is amended as follows:

15-1-12 VEHICLES, SPEED LIMITS AND PARKING:

(C) Parking Regulations

1. Each person parking a vehicle or motor-driven cycle within a designated parking area at Watson Lake Park, Willow Lake Park, Goldwater Lake Park, or the Prescott Peavine National Recreation Trail every day of the week shall immediately, deposit in the pay station kiosk a sum of \$3.00 using cash or credit card for parking.

SECTION 2. Violations of the newly amended 15-1-12 will continue to be penalized pursuant to Prescott City Code 15-1-28: “PENALTIES”, which provides as follows:

It shall be unlawful and a misdemeanor for any person to violate any of the provisions or requirements contained in this chapter. Unless otherwise provided in a specific section of this chapter, any person convicted of a violation of any section of this chapter shall be punished as provided in section 1-3-1 of this code. (Ord. 1463, 8-11-1980; and. Ord. 1834, 9-23-1986).

PASSED AND ADOPTED by the Council of the City of Prescott, Arizona, on this _____ day of _____, 201____.

HARRY B. OBERG, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: Airport

AGENDA ITEM: Approval of submittal of a grant application to the Federal Aviation Administration in the amount of \$150,000.00 for acquisition of snow removal equipment for Ernest A. Love Field/Prescott Municipal Airport

FUNDING SOURCE(S): FAA, ADOT, General Fund

Approved By:		Date:
Airport Manager:	Cox, John	1/4/2016
City Attorney:	Paladini, Jon	1/4/2016
City Manager:	McConnell, Craig	1/20/2016

Item Summary

This item seeks approval to submit a grant application to the Federal Aviation Administration for the acquisition of snow removal equipment. There are several options for the specific type of equipment that may be purchased through the grant: a runway plow, rotary plow, or runway broom.

Background

The Prescott Municipal Airport is currently utilizing a 1994 ten-wheel truck in serviceable condition fitted with a 10 ft. street snowplow as its primary piece of snow removal equipment. It is not equipped with a runway plow. A runway plow cannot be accommodated by the chassis of the ten-wheel truck. Runway plows are designed to clear larger areas and disperse snow so as to not cover runway lighting. The Airport also uses a 2008 Ford one-ton pickup truck with an 8 ft. detachable snow plow to clear airport access, parking lots, and taxiways, when available, during storm events. The full-time airport staff will be responsible for operating the new equipment, all of whom all are required to obtain and maintain an Arizona CDL as a condition of employment.

All paved surfaces must be cleared of snow, with runways, taxiways, and emergency access routes taking the highest priority or "Priority 1." According to Advisory Circular 150/5200-30C, based on total aircraft operations (approximately 290,000) technically, all "Priority 1" areas should be cleared within 30 minutes. Realistically, the removal will

Agenda Item: Approval of Submittal of a grant application to the Federal Aviation Administration in the amount of \$150,000.00 for acquisition of snow removal equipment for Ernest A. Love Field/Prescott Municipal Airport

continue to take longer. While the majority of operations are flight training, general aviation and corporate traffic, these are all revenue generating operations that include landing fees and fuel flowage fees. With the current snow removal equipment, during the snow event in December 2015, the Priority 1 area was 90% cleared in 4.5 Hours. The Airport would like to improve upon this time as a matter of customer service and revenue generation.

While there are other options, such as contracting and/or utilizing other City departments, both have challenges to implement, such as competition for resources during storm events, training, and safety. Additionally, the equipment required for these alternatives would not be grant eligible.

Financial Impact

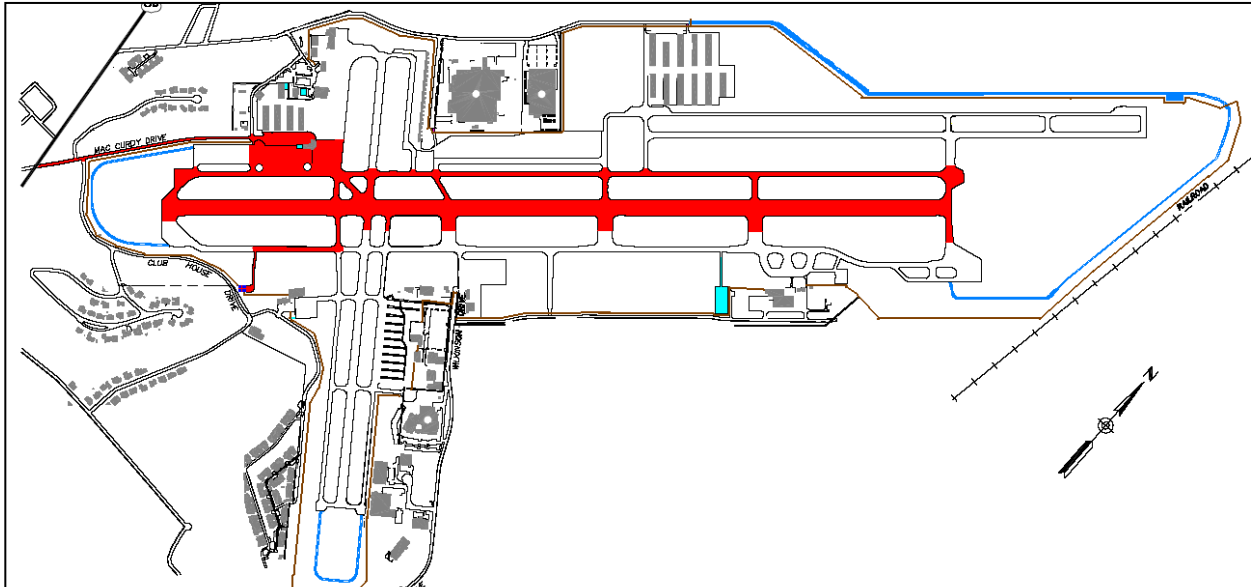
<u>Funding</u>	
Federal (95% grant)	\$150,000.00
ADOT (2.5% grant)	\$3,750.00
City (2.5%)	\$3,750.00
Total Funds Available	\$157,500.00

Attachments

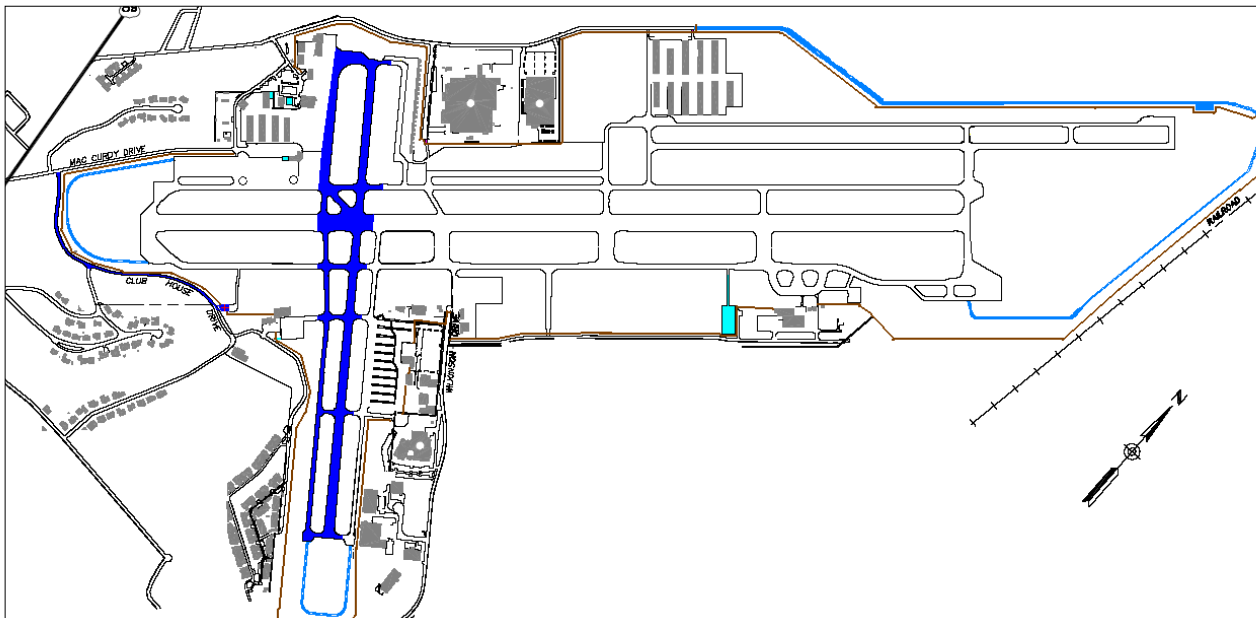
1. PRC Snow Removal Diagrams
2. Photos of current snow removal equipment

Recommended Action: **MOVE** to approve the submittal of a grant application to the Federal Aviation Administration in the amount of \$150,000.00 for acquisition of snow removal equipment for Ernest A. Love Field/Prescott Municipal Airport.

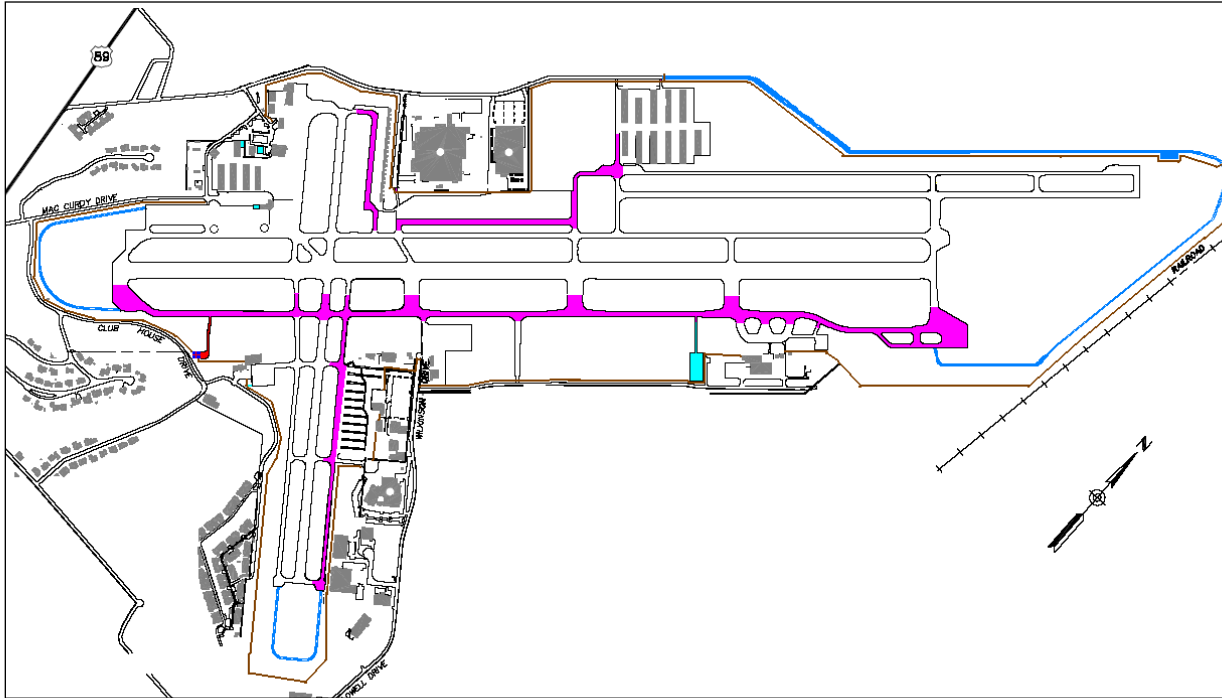
Priority I Diagram



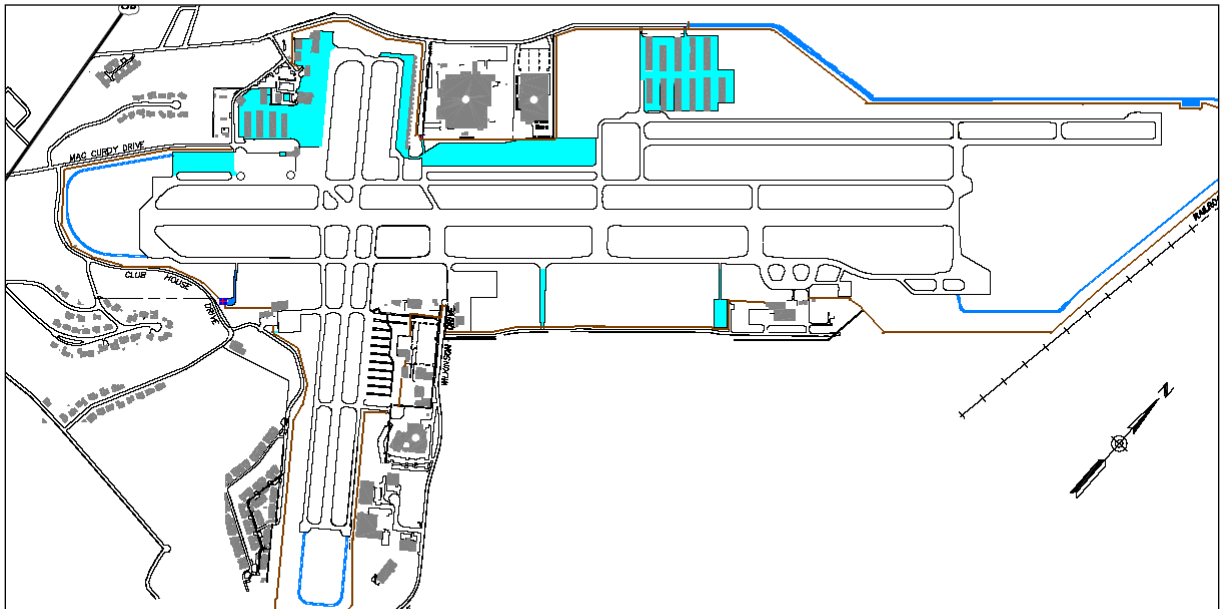
Priority II Diagram



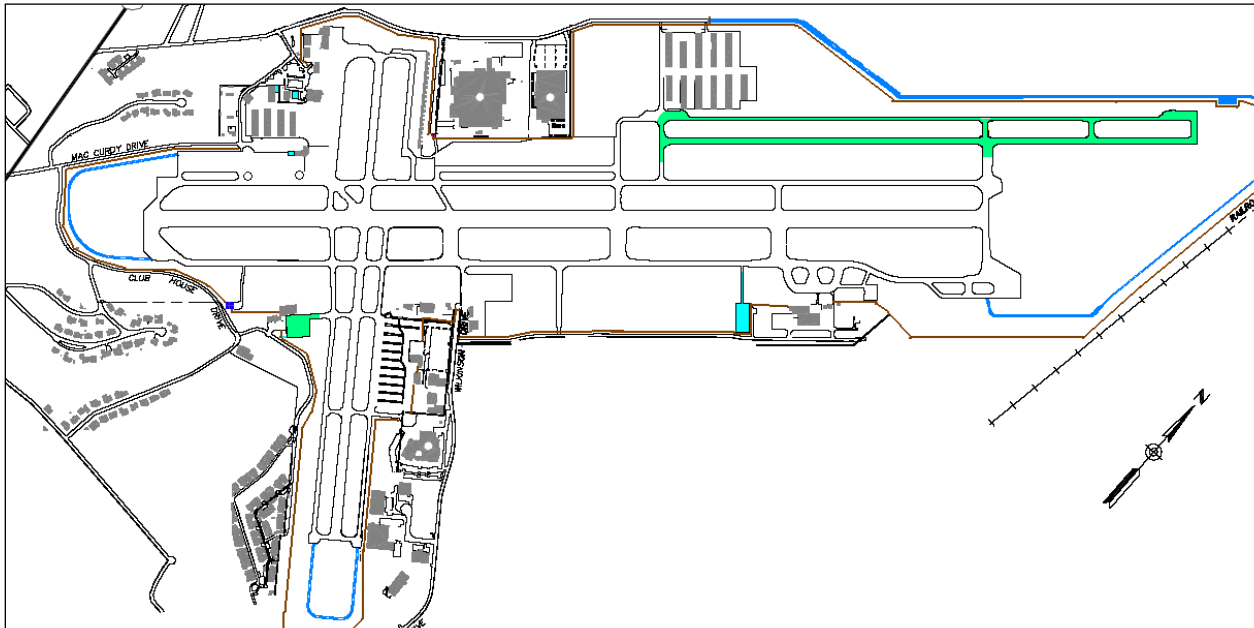
Priority III Diagram



Priority IV



Priority V Diagram



Current Airport Snow Removal Equipment





MEETING DATE/TYPES: VOTING SESSION 1-26-16

DEPARTMENT: Legal

AGENDA ITEM: Ordinance Options for Code Enforcement

Approved By:

Date:

City Attorney: Paladini, Jon	1/19/2016
City Manager: McConnell, Craig	1/20/2016

Item Summary

In September of 2014, a code enforcement working group meeting was held to discuss several issues. During a discussion related to community residences, the City Attorney's Office was tasked with drafting several code amendments to be presented as potential "tools in the toolbox" for dealing with neighborhood impacts from community residence uses.

The City Attorney's Office drafted four ordinances as a result of these working group discussions. Each ordinance was intended to achieve results that are both effective and legally defensible.

Issue: Legal Non-Conforming Uses

Under the current Land Development Code, abandonment of legal non-conforming use is presumed if the use ceases for one year. The draft ordinance proposes to reduce that time to six months in all residential zones. Non-residential zones would continue under the current one-year requirement. (Attachment 1)

Issue: Smoking

The Smoke Free Act Arizona allows cities to adopt smoking regulations more stringent than those imposed under state law. Under Smoke Free Arizona, the current City Code prohibits smoking in City facilities or any enclosed buildings, with some exceptions. There are few limitations on outdoor smoking other than on "outdoor patios so long as tobacco smoke does not enter areas where smoking is prohibited through entrances, windows, ventilation systems, or other means". (Attachment 2)

Issue: Neighborhood Preservation/Property Maintenance

The City's current Property Maintenance Code focuses primarily on structural safety, imminent hazards and slum and blighted conditions. It does not address residential or neighborhood appearance in a comprehensive manner. (Attachment 3)

Issue: Nuisance Property

The current City Code does little to combat situations on properties where negative behavior and activities of the residences are frequent and ongoing. The draft ordinances help the City deal with the impacts of community residences. (Attachment 4)

Attachments

1. Draft Ordinance - Cessation of Nonconforming Uses
2. Draft Ordinance - Regulation of Smoking in the City Limits
3. Draft Ordinance - Neighborhood Preservation/Property Maintenance
4. Draft Ordinance - Nuisance Properties

Recommended Action: For discussion and direction only.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE PRESCOTT LAND DEVELOPMENT CODE ARTICLE 10 (NONCONFORMITIES), CHAPTER 10-2 (NONCONFORMING USES), SECTION 10-2-6 REGARDING CESSATION OF NONCONFORMING USES.

RECITALS:

WHEREAS, public policy of the State of Arizona favors the eventual elimination of nonconforming uses as quickly as possible within the limits of fairness and justice; and

WHEREAS, the discontinuance of a nonconforming use results from two factors: (1) the intent to abandon and (2) some overt act or failure to act which carries with it the implication of abandonment; and

WHEREAS, municipalities have discretion in deeming a nonconforming use as abandoned if the use is discontinued for a specified period of time, which creates a rebuttable presumption of intent to abandon a nonconforming use; and

WHEREAS, zoning is the process whereby a community defines its essential character, and whether driven by a concern for health and safety, aesthetics, or other public values, zoning provides the mechanism by which the municipality ensures that neighboring uses of land are not mutually or unilaterally destructive.

ENACTMENTS:

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

SECTION 1. That Prescott Land Development Code Section 10.2.6 is hereby amended to read as follows:

- A. Whenever a nonconforming use in a nonresidential zone has been discontinued and changed to a conforming use, or whenever a nonconforming use has been discontinued for more than 12 months attributable, at least in part, to the property owner or occupant, a presumption of intent to cease said use shall have been established and the right to continue the former

- nonconforming use shall no longer exist. Subsequent operation as a nonconforming use shall be unlawful, unless within 30 days following written notice from the City to the property owner of the pending loss of the nonconforming status, the property owner shows the Community Development Director proof that he did not intend to abandon the use.
- B. Whenever a nonconforming use in a residential zone has been discontinued and changed to a conforming use, or whenever a nonconforming use has been discontinued for more than 6 months attributable, at least in part, to the property owner or occupant, a presumption of intent to cease said use shall have been established and the right to continue the former nonconforming use shall no longer exist. Subsequent operation as a nonconforming use shall be unlawful, unless within 30 days following written notice from the City to the property owner of the pending loss of the nonconforming status, the property owner shows the Community Development Director proof that he did not intend to abandon the use.
- C. Upon determination by the Community Development Director of cessation of a nonconforming use, the property owner shall have 30 calendar days from the date of cessation determination to submit a written appeal to the Board of Adjustment.

SECTION 2: That the Mayor and staff are authorized to take any action necessary to enact this Ordinance.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona on this ____ day of _____, 2016.

HARRY B. OBERG
Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING PRESCOTT CITY CODE TITLE 7, CHAPTER 7-3, REGARDING THE REGULATION OF SMOKING IN THE CITY LIMITS, BY RENAMING SECTION 7-3-3 AND ADDING A NEW SUBSECTIONS (C) AND AMENDING SECTION 7-3-5.

RECITALS:

WHEREAS The Smoke Free Act of Arizona (A.R.S. §36-601.01) permits political subdivisions of the state to adopt ordinances or regulations that are more restrictive than as provided by the Smoke Free Act; and

WHEREAS The City of Prescott has determined, through its adoption of City Code Chapter 7-3, that the smoking of tobacco or any plant is a positive danger to the health and a material annoyance, inconvenience, discomfort and a health hazard to those who are present; and

WHEREAS, secondhand smoke in any concentration is dangerous to public health; and

WHEREAS, to maintain and serve the public health and safety of persons visiting City public parks and to ensure that these valuable resources can be enjoyed by all Prescott residents and visitors alike, the purpose of this ordinance is to restrict the smoking of tobacco or any plant in City parks or park systems; and

WHEREAS, to maintain and serve the public health and safety of persons residing in Prescott, the purpose of this ordinance is to restrict the smoking of tobacco or any plant in certain residential areas where the second-hand smoke can impact neighboring properties.

ENACTMENTS:

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

SECTION 1. That Title 7 (Health and Sanitation), Chapter 7-3 (Smoking Regulations), Section 7-3-3 (Prohibition and Regulation of Smoking in City Owned Facilities) is hereby amended to read:

7-3-3- "Prohibition and Regulation of Smoking in or on City Owned Facilities"

SECTION 2. That Title 7 (Health and Sanitation), Chapter 7-3 (Smoking Regulations), Section 7-3-3 (currently "Prohibition and Regulation of Smoking in City Owned Facilities") is hereby amended to add paragraph (C) to read as follows:

"Smoking is prohibited in all City Parks and Park Systems, as those terms are defined in Prescott City Code Section 15-1-2."

SECTION 2. That Title 7 (Health and Sanitation), Chapter 7-3 (Smoking Regulations), Section 7-3-5, (Where Smoking is Not Regulated), is hereby amended as follows:

The first sentence in Section 7-3-5 is amended to read: The following areas shall not be subject to the smoking restrictions of this chapter, except as prohibited in Paragraph (H).

Paragraph H is added to read as follows:

(H) Smoking is prohibited in the following private property areas:

- (1) All multi-unit residence common areas, except that a landlord may designate a portion of an outdoor common area as a smoking area. A designated smoking area of an outdoor common area of a multi-unit residence must not overlap with any area where smoking is otherwise prohibited by local, state, or federal law; must be located at least twenty-five feet in all directions from non-smoking areas; must not include areas used primarily by children; must be no more than twenty-five percent of the total outdoor common area; must have a clearly marked perimeter; and must be identified by conspicuous signs.
- (2) All areas within twenty feet of doors, windows, air ducts and ventilation systems of multi-unit residences, except while passing on the way to another destination.
- (3) All outdoor balconies, porches, decks, patios, carports or areas of any residence, whether single family or multi-family, from which the second hand smoke may be detected on any parcel other than the parcel upon which the person is smoking.

SECTION 3. That the Mayor and staff are authorized to take any action necessary to enact this Ordinance.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona on this ____ day of _____, 2016.

HARRY B. OBERG
Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT YAVAPAI COUNTY, ARIZONA, AMENDING PRESCOTT CITY CODE TITLE 7 (HEALTH AND SANITATION), CHAPTER 7-5 REGARDING PROPERTY MAINTENANCE.

RECITALS:

WHEREAS, the City of Prescott wishes to promote the health, safety, and welfare of the Citizens of Prescott; and

WHEREAS, the City of Prescott has determined that allowing properties to deteriorate into a blighted condition will severely affect the beauty and unique character of Prescott; and

WHEREAS, the City of Prescott can protect neighborhoods by ensuring minimum standards are met by all properties.

ENACTMENTS:

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

SECTION 1. That Title 7 (Health and Sanitation), Chapter 7-5 (Property Maintenance), Section 7-5-3 (Building Exterior) is hereby amended to add paragraph (D) to read:

Graffiti Prohibited: All sidewalks, walls, buildings, fences, signs, and other structures or surfaces shall be kept free from graffiti, posters, handbills or circulars when the graffiti, posters, handbills or circulars are visible from the street or other public or private property.

SECTION 2. That Title 7 (Health and Sanitation), Chapter 7-5 (Property Maintenance), Section 7-5-4 (Exterior Premises) is hereby amended to replace paragraph (A) with the following:

General: All land, whether improved or unimproved, shall be maintained free from any Public Nuisances. Anything which is injurious to health, safety or is indecent, or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood, or by a considerable number of persons, or which unlawfully obstructs the free passage or use, in the customary manner, of any stream, public park, square, street or highway, is a public nuisance, and is no

less a nuisance because the extent of the annoyance or damage inflicted is unequal.

A. Public nuisances include, but are not limited to, any one (1) or more of the following conditions:

1. Animal waste that is not securely protected from insects and the elements, or that is kept or handled in violation of this code or any other ordinance of the City or the county; provided, that nothing in this subsection shall be deemed to prohibit the use of such animal waste on any farm or ranch in such a manner and for such purposes as are compatible with customary methods of good husbandry or cultivation. Nothing in this subsection shall be construed to prohibit or restrict the conduct of agricultural or dairy operations legally in existence.

2. Any putrid, unsound or unwholesome bones, meat, hides, skins or the whole or any part of any dead animal, butcher's trimmings and offal, or any waste vegetable or animal matter in any quantity, garbage, human excreta, sewage or other offensive substances; provided, that nothing contained in this subsection shall prevent the temporary retention of waste in receptacles in the manner approved by the health officer of the county or this code or any other ordinance of the City. Nothing in this subsection shall be construed to prohibit or restrict the conduct of agricultural or dairy operations legally in existence.

3. The erection, continuance or use of any building, room or other place in the City that, by noxious exhalations, including but not limited to smoke, soot, dust, fumes or other gases, offensive odors or other annoyances, is discomforting or offensive or detrimental to the health of individuals or of the public.

4. Allowing fumes and residue from spraying applications to enter the property of another without permission.

5. Burning or disposal of refuse, sawdust or other material in such a manner as to cause or permit ashes, sawdust, soot or cinders to be cast upon the sidewalk, streets, alleys or highways of the City,

or to cause or permit the smoke, ashes, soot or gasses arising from such burning which is discomforting or offensive to a reasonable person of normal sensitivity, or to constitute a potential hazard to public health, safety and welfare; provided, that this subsection shall not apply where the person responsible for the action has properly obtained a permit for such burning.

6. Making, causing or permitting to be made any vibration or artificial illumination of such intensity as to interfere substantially and unnecessarily with the use and enjoyment of public or private property by the public, or as to constitute a hazard or threat to the public health, safety or welfare of the people of the City. Nothing herein shall be construed so as to prohibit or cause removal of any lighting system that has been approved and installed in accordance with the City Code, Prescott Land Development Code or the Arizona Department of Transportation, or which has been approved and installed in accordance with the sign, subdivision or zoning codes of the City of Prescott.

7. Willfully or negligently permitting or causing the escape or flow of water into the public right-of-way in such quantity as to cause flooding, to impede vehicular or pedestrian traffic, to create a hazardous condition for such traffic, or to cause damage to the public streets or alleys of the City through the failure or neglect to operate or maintain properly any water facility or device, including, but not limited to, swimming pools, architectural pools, spas, sprinklers, hoses, pipes, ditches, standpipes, berms, valves and gates.

8. Maintaining any privy, vault, cesspool, septic system, sump, pit or like place or thing which is not securely protected from insects or rodents or which is foul or malodorous or detrimental to the health of the public.

9. The use, on public or private property, of any form of motor vehicle, motorcycle, mini bike, dune buggy, motor scooter or other recreational vehicle or conveyance which produces offensive noise or airborne dust sufficient to cause discomfort or annoyance to a reasonable person of normal sensitivity.

10. Maintenance of premises, including buildings, so out of harmony or conformity with the maintenance standards of adjacent properties as to cause complaints and substantial diminution of the enjoyment, use or property values of such adjacent properties.

11. Any sign, cornice, parapet wall, mechanical screen or fence which has become deteriorated or so unstable that it constitutes a hazard to passers-by.

12. Any material, structure, fabrication or vehicle placed on, in or near any public or private right-of-way, sidewalk, access drive, fire lane or easement which prevents the free and unimpeded use thereof shall be considered a public nuisance.

13. Any material growing along a public or private right-of-way, access drive, fire lane or utility easement, which by reason of its size, manner of growth or location, constitutes an obstruction, impairs visibility or otherwise endangers any person, improvement or structure.

14. Abandoned, boarded-up or partially destroyed buildings and buildings left unreasonably in a state of partial construction without active construction occurring.

15. Buildings or structures exhibiting decay, dry rot, termite, rodent or vermin infestation.

16. Unsecured buildings or structures creating hazardous conditions.

SECTION 3. That Title 7 (Health and Sanitation), Chapter 7-5 (Property Maintenance), Section 7-5-4 (Exterior Premises) is hereby amended to add paragraph (J) to read:

Dumping: Vacant lots or lands, which have been subject to dumping on more than one (1) occasion, shall be secured to prevent future occurrences of dumping. Methods of securing vacant lots or lands may include the following: permanent fencing; ditch and berm; placing four-foot high posts at four-foot intervals; and other equally effective methods. Signs stating "no dumping" shall be erected in accordance with applicable

laws on vacant lots or lands, which have been subject to dumping on more than one (1) occasion.

SECTION 4: That the Mayor and staff are authorized to take any action necessary to enact this Ordinance.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2016.

HARRY B. OBERG
Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AFFECTING PRESCOTT CITY CODE TITLE VII (HEALTH AND SANITATION) BY ADDING A NEW CHAPTER 7-7 (DISRUPTIVE PROPERTIES).

RECITALS:

WHEREAS, the City of Prescott has a substantial and compelling interest in protecting the health, safety, property, and welfare of its citizens and the neighborhoods affected by chronic unlawful or disruptive activity;

WHEREAS, chronic unlawful or disruptive activities on and near disruptive properties adversely affects the health, safety and welfare of citizens and diminishes the quality of life in neighborhoods where this activity occurs. Chronic unlawful or disruptive activity constitutes a public nuisance and should be subject to abatement;

WHEREAS, the current enforcement system leads to lengthy delays and inefficiencies in resolving those violations; and

WHEREAS, to maintain and serve the public health, safety, and beauty of the City of Prescott, the City finds it necessary to modernize its system for abatement of disruptive property.

ENACTMENTS:

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

SECTION 1. Prescott City Code Title 7 (Health and Sanitation) is hereby amended by adding a new Chapter 7-7 (Disruptive Properties), as follows:

7-7-1 Definitions

As used in this chapter, the following terms shall have the meanings indicated:

A. Disruptive Activities

Situations created, originating, or conducted within a building or within the boundaries of the property on which a building is located by the owner, owner's employees, owner's representatives, occupants, tenants, or customers thereof, or the visitors to any such owner, occupant, tenant, or customer, which would unreasonably disturb the

community, the neighborhood, or an ordinary individual of normal sensitivities at or beyond the property line, including but not limited to:

1. Loud music;
2. Boisterous gatherings;
3. Excessive, loud or unnecessary noises audible beyond the property line;
4. Altercations occurring on the property, such as fighting, disruptive conduct, brawling or similar activities;
5. Illegal drug use occurring on the property; or
6. Other similar activities occurring within or outside any building located on the property.

B. Disruptive Activity Notice

A document summarizing the findings and observations of an officer investigating the Disruptive Activities. The notice shall contain the time, the property identification, the identification of the officer, basis of the complaint or observations, citation of this chapter and identification of the provisions violated and other relevant items.

C. Disruptive Property

Any residential property for which the Police Department has notified the owner that the Police Department has documented and substantiated either two or more disruptive activities within 60 days; or three or more disruptive activities within 120 days; or four or more disruptive activities within 180 days; or five or more disruptive activities within 360 days.

D. Owner or Responsible Party

The terms "Owner" and "Responsible Party" shall be interchangeable for purpose of this Chapter and shall mean any person, including any legal entity, having the right of legal title or the beneficial interest in a residential property or any portion thereof, as that interest is recorded by any governmental entity.

E. Residential Property

1. Any of the following:
 - (a) Lot(s), plot(s), or parcel(s) of land on which a residential building(s) or a building(s) of mixed occupancy is located; or
 - (b) Residential building(s), including one-family dwelling(s), multiple dwellings, and rooming houses or boardinghouses; or
 - (c) Residential occupancies in building(s) of mixed occupancy.
2. For the purpose hereof, a "mixed occupancy building" means a building used for any purpose that also contains residential occupancy therein.

F. Police Special Service

Police services provided during any call in response to complaints or other information regarding disruptive activities or a disruptive property.

G. Police Special Service Fee

The fee as shown by a schedule adopted by the City Council with the recommendations of the police chief to offset the cost of services provided by the police department in response to disruptive activities or a disruptive property.

7-7-2 Declaration of Public Nuisance

A. A disruptive property is hereby declared to be a public nuisance.

B. The owner of a residential property shall provide sufficient control, oversight, monitoring, and management of the property to prevent the same from becoming a disruptive property.

C. The owner of a disruptive property shall be responsible for taking all necessary measures to abate or eliminate the public nuisance.

7-7-3 Disruptive Property Prohibited

No owner of residential property shall maintain, or allow to be maintained or to exist on the owner's property, a disruptive property as defined in this chapter. Each and every day that a disruptive activity occurs on the property after it becomes classified as a disruptive property shall constitute a separate offense.

7-7-4 Documentation and Substantiation of Complaints

The Police Department shall document all responses to complaints and observations of disturbances or disruptive activities occurring at residential properties. In the absence of a complaint, an officer may investigate a disruptive activity based upon the officer's own independent observation. The officer(s) responding to a disturbance complaint or the officer's own observation shall, at the officer's sole discretion, classify each incident as either a substantiated disruptive activity or as an unsubstantiated complaint or observation. The officer(s) shall identify all properties that are the object of the complaint or observation. The officer shall issue a verbal and/or written warning to any person observed by the officer to be present at the property that is the object of the complaint or observation advising them to cease any further disruptive activity on the property. The responding officer(s) need not identify a single individual associated with the complaint or observation at the property.

7-7-5 Notice of Disruptive Activities or Disruptive Property

A. Whenever a disruptive activity occurs, the Police Department shall notify the owner of the property as to the number and frequency of prior disruptive events, if any, as provided below.

(1) First Disruptive Activity: At the earliest time possible, but not more than seven days after the first disruptive activity at a property, the Police Department may serve the owner with a copy of this chapter and a disruptive activity notice advising the owner that the Police Department has documented the occurrence of a disruptive activity at the owner's property. Copies of the disruptive activity notice shall be provided to City Council members, the City Manager, Code Enforcement Officer and the Fire Chief. The notice shall also advise the owner that subsequent incidents will result in the property being classified as a disruptive property, and warn the owner that failure to prevent the property from becoming a disruptive property will constitute a violation of this chapter.

(2) Second Disruptive Activity: At the earliest possible time, but not more than seven days after the second disruptive activity at a property, the Police Department may serve the owner with a copy of this chapter and a disruptive activity notice advising the owner that the Police Department has documented a second disruptive activity at the owner's property. In the event that the property has accumulated at this time two disruptive activities within a sixty (60) day period, the Police Department shall further notify the owner that the property has been classified as a disruptive property and that the owner is in violation of this chapter. The owner will be assessed a police special service fee for as set forth in Section 7-7-6 of this chapter. Copies of the disruptive event notice shall be provided to City Council members, the City Manager, Code Enforcement Officer and the Fire Chief.

(3) Third or Subsequent Disruptive Activity: At the earliest time possible, but not more than seven days after the third or subsequent disruptive activity at a property, the Police Department may serve the owner with a copy of this chapter and a disruptive activity notice advising the owner that the Police Department has documented a third or greater disruptive activity at the owner's property. In the event that the property has accumulated at this time three or disruptive activities within a one hundred twenty (120) day period, or four or more disruptive activities within a one hundred eighty (180) day period, the Police Department shall further notify the owner that the property has been classified as a disruptive property and that the owner is in violation of this chapter. The owner will be assessed a police special service fee for as set forth in Section 7-7-6 of this chapter. Copies of the disruptive event notice shall be provided to City Council members, the City Manager, Code Enforcement Officer and the Fire Chief.

B. Method of Service. For the purposes of this section, notices to the owner shall be served by one of the following ways:

(1) Hand Delivery to the owner or the owner's duly authorized agent; or

- (2) By certified mail, with return receipt requested; or
- (3) By commercial delivery service (e.g. UPS, FedEx) with delivery receipt requested; or
- (4) In a manner requested in writing by the property owner.

C. Following the first notice of Disruptive Activity, the Police Department may enforce the provisions of this chapter in the manner it deems most appropriate. Such enforcement may be civil, criminal, approval of a remediation plan, or all three.

7-7-6 Special Service Fees; Liability; Remediation

A. The police special service fee arising out of a disruptive property classification shall be progressive depending on the number of disruptive activities.

B. The amount of such police special service fee charged shall be deemed a joint and several debt to the City by any and all responsible parties. Any person owing money due for police special services shall be liable in an action brought in the name of the City for recovery of such amount, including reasonable attorneys' fees and court costs.

C. The City may waive part or all of the fees charged for the special services assessed against the owner of a disruptive property if the owner provides an acceptable remediation plan to the City to prevent future disruptive activities at the disruptive property.

D. A remediation plan may include one or more of the following:

(1) An offer by the owner to allow a comprehensive code and fire-safety inspection by the Fire Department, Building Department and City Code Enforcement of the owner's entire property within 30 days of the notice of the disruptive property classification where a special service fee is assessed. The owner shall notify all tenants and occupants of the property, in writing, of any scheduled inspections and provide copies of such notices to the Police Department. The owner shall also cooperate fully with the City officials to gain entry to all areas of the property.

(2) A listing of the names of all tenants and other authorized occupants of the property at the time of the disruptive property classification.

(3) A copy of the terms and conditions contained in any occupancy agreement(s) or other lease document(s) agreed to by tenants of the disruptive property.

(4) Documentation of any other written or verbal arrangements authorizing occupancy of the disruptive property that may exist in addition to a lease agreement.

(5) The owner's specific plan of action and timeline therefore to prevent future disruptive activities at the property.

(6) An offer by the owner, or the owner's duly authorized agent, to take appropriate steps through the judicial system to terminate the tenancy of the tenant or tenants who engaged in disruptive activities.

(7) A timetable in which the owner or owner's duly authorized agent shall begin and complete the proposed remediation measures.

(8) Any other solutions or information the owner deems necessary or appropriate to provide to the Police Department.

E. Approval of Remediation Plan. If the owner's remediation plan is satisfactory to the Police Department, such approval of such plan shall be memorialized in a written agreement. Remedial measures identified in the agreement shall be implemented within a specified timetable as set forth. The Police Department and the owner, or the owner's duly authorized agent, shall sign the agreement and copies shall be provided to the members of the City Council and the City Manager. In the event that the owner, or the owner's duly authorized agent, fails to meet the obligations of the agreement within the specified timetable in the remediation plan to the satisfaction of the City, the City may pursue an enforcement action under 7-7-9.

F. If the owner enters into a remediation agreement acceptable to the City, the City shall delay commencement of an enforcement action, if, in the opinion of the City, the owner is making a good faith effort to implement the remediation agreement and no new disruptive event occurs on the property.

G. Police special service fees for disruptive activities and disruptive properties:

(1) First Disruptive Activity	No Fee
(2) Second Disruptive Activity	\$500
(3) Third Disruptive Activity	\$1000
(4) Fourth and Each Subsequent Activity	\$1500

7-7-7 Duration of Disruptive Property Classification

The disruptive property classification shall be removed from the property by the Police Department upon determination of all of the following:

A. The passage of 180 days from the date of the last disruptive event without the occurrence of any substantiated disruptive events; and

B. Payment of all civil penalties and costs arising from the enforcement action; and

C. Verification by City Officials that all deficiencies, if any, discovered during any inspection under 7-7-6 have been corrected; and

D. Satisfactory implementation of the remediation agreement required under 7-7-6.

7-7-8 Violations and Penalties

A. Nothing in this Chapter shall be construed as affecting the ability to initiate or continue concurrent or subsequent criminal prosecution or civil code enforcement actions for any violation of City Code or state law arising out of the circumstances necessitating the application of this Chapter.

B. The remedies herein are cumulative and the City may proceed under one or more such remedies. Each violation pursuant to this Chapter shall constitute a separate offense and each day a violation remains unabated may constitute a separate offense.

C. Any owner, occupant, lessee, property manager, designated agent, or other person having lawful control over a structure or parcel of land who causes, permits, facilitates, or aids or abets any violation of any provision of this Chapter or who fails to perform any act or duty required by this chapter is subject to minimum civil sanction of not less than one hundred dollars (\$100.00), and a maximum civil sanction as set forth in section 1-3-2 of this code. Each day any violation of any provision of this chapter exists shall constitute a separate violation.

D. Any owner, responsible party, or other person having control over a structure or parcel of land who causes, permits, facilitates, or aids or abets any violation of any provision of this Chapter or who fails to perform any act or duty required by this chapter is guilty of a class 1 misdemeanor.

7-7-9 Enforcement

It is a violation of this chapter if any owner:

- (1) Fails to fully implement the remediation agreement in compliance with the timetable specified in the agreement; or
- (2) Fails to abate or eliminate the disruptive property public nuisance.

7-7-10 Appeal of Designation

The Police Department's designation of a property as a Disruptive Property may be challenged by the property owner through a civil suit in the Prescott Municipal Court. The Property owner will have the burden of proving that his property does not meet the definition of a Disruptive Property found in this Chapter. An appeal under this section does not relieve the property owner from the obligations found in this Chapter during the pendency of the appeal.

SECTION 2. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or

unconstitutional by the decision of any court of competent decision, such decision shall not affect the validity of the remaining portions thereof.

SECTION 3. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary, related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form or consistency within thirty (30) days following adoption by the City Council.

SECTION 4. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona on this ____ day of _____, 2016.

HARRY B. OBERG
Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney