



City of Prescott

City Council - Voting Meeting

August 22, 2023 | 3:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

AGENDA

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

Viewing & Participation

This meeting may be viewed on Channel 64, Facebook Live or on the City's website: [City of Prescott Public Portal](#)

Public comments for Council may be submitted through the City website: [Public Comment Form](#)

1. **CALL TO ORDER**
2. **INTRODUCTIONS / ANNOUNCEMENTS**
3. **INVOCATION - Pastor Dan Hurlbert with Prescott United Methodist**
4. **PLEDGE OF ALLEGIANCE - Mayor Pro Tem Montoya**
5. **ROLL CALL**
6. **PROCLAMATIONS**

A. International Day of Peace - September 21, 2023

B. Falls Prevention Month - September 2023

7. **OPEN CALL TO THE PUBLIC**

The City of Prescott welcomes public engagement and residents may comment & address Council regarding matters NOT included on the posted Agenda during the Call to the Public. Please complete a green speaker card and submit it to the City Clerk prior to the meeting being convened. Speakers are limited to four (4) minutes, and the Call to the Public will be limited to forty (40) minutes in total with the following stipulations:

- Citizens will be limited to addressing Council on the same topic only four (4) times in total
- If a topic has been addressed more than five times by different speakers, the Mayor may limit future discussion on this topic
- Topics of a primarily national concern may be limited at the discretion of the Mayor

Please Note: Pursuant to A.R.S. §38-431.01(H), members of the Council may NOT discuss items that are not specifically identified on the Agenda and, therefore, interaction will be limited to the following:

- 1) Responding to criticism

- 2) Requests to staff to investigate & report on the matter
- 3) Request that the matter be scheduled on a future agenda

8. CONSENT AGENDA

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately. Recommended Action: MOVE to approve Consent Agenda Items: 8.A. through 8.K.

- A. Approval of Meeting Minutes from the August 8, 2023 Executive Session, the August 8, 2023 Study Session and the August 8, 2023 Voting Meeting.
- B. Approval of the Official Canvass of the City of Prescott Primary Election Held on August 1, 2023.
- C. Approval of City Contract No. 2024-050 for the Purchase of Various Traffic Signal Equipment from Clark Transportation Solutions, in the Total Amount of \$62,618.76. Funding is Budgeted, Previously Approved and Available in the Streets Fund.
- D. Approval of City Contract No. 2024-052 with Earth Resources Corporation for Processing of Inert Debris & Asphalt Millings Stockpile in the Amount of \$339,476.55. Funding is Budgeted and Available in the Streets and Solid Waste Funds.
- E. Approval of City Contract No. 2024-065 with PSI Water Technologies for the Purchase of Replacement Chlorine Generator Cells at the City's Airport Water Reclamation Facility in the Amount of \$67,433.90. Funding is Budgeted and Available in the Wastewater Fund.
- F. Approval of City Contract No. 2022-168A13, an Amendment to City Contract No. 2022-168 with Dibble for Planning & Environmental Services - Land Acquisition Support Services (Appraisals) in the Vicinity of Prescott Regional Airport - Ernest A. Love Field in an Amount not to Exceed \$38,221.00. Funding was Not Previously Budgeted But is Available in the Airport Fund.
- G. Approval of City Contract No. 2024-066 With Dibble for On-Call Services Related to Airport Design & Engineering Services in FY2024-2029. There is No Immediate Financial Impact as Services are Provided on an As Needed Basis.
- H. Approval of City Contract No. 2019-069A42, an Amendment to City Contract No. 2019-069 with Dibble for Design Services of Off-Site Drainage Improvements at Prescott Regional Airport - Ernest A. Love Field in an Amount not to Exceed \$150,035.00. Funding is Budgeted & Available in the Airport Fund.
- I. Approval of City Contract No. 2024-068 with Code3 Technologies for Mobile Data Computers in an Amount not to Exceed \$78,815.96. Funding is Budgeted & Available in the Fire Department Budget.
- J. Approval of City Contract No. 2024-069 with Motorola Solutions Incorporated for Radio Equipment in an Amount not to Exceed \$157,731.97. Funding is Budgeted & Available in the Police Department Budget.
- K. Approval of City Contract No. 2024-067 with DocUnited Imaging LLC for Three Year Document Imaging System Site License, Support, and Maintenance in an Amount Not to Exceed \$133,597.35 for the Term of the Agreement. Funding is Budgeted & Available in the IT Department Budget.

9. CONSENT ORDINANCE

Recommended Action: MOVE to adopt Consent Ordinance Item 9.A.

- A. Adoption of Ordinance No. 2023-1837 for the Acceptance of Two Public Sewer Easements.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A PUBLIC SEWER EASEMENT AGREEMENT FROM CHAMBERLAIN DEVELOPMENT PRESCOTT, L.L.C. AND JAMES DEEP WELL RANCHES #1, LLC, AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID ACCEPTANCE

10. LIQUOR LICENSE

- A. Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Ian Benjamin Burns, Applicant, for Brown Bag Burger. Location: 130 W Gurley Street #A.

Recommended Action: 1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License No. 248933 for a new Series 12 Restaurant liquor license application for Brown Bag Burger. Location: 130 W Gurley Street #A

- B. Public Hearing and Consideration for a New Series 3 In State Microbrewery Liquor License Application from Ian Benjamin Burns, Applicant, for Brown Bag Burger. Location: 130 W Gurley Street #A.

Recommended Action: 1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License No. 248929 for a new Series 3 In State Microbrewery liquor license application for Brown Bag Burger. Location: 130 W Gurley Street #A

11. REGULAR AGENDA

- A. SITE23-004 and WSA23-014: Site Plan Review and Water Service Application for a 12-Unit Apartment Complex (Phase I) on Approximately 1.24 Acres. Location: 225 South Rush Street, APNs 110-02-102A and B. Zoning: MF-H (Multi-Family High Density). Property Owner: Dinh Tran, Distinctive Homes.

Recommended Action: 1) MOVE to approve WSA23-014 as presented; and 2) MOVE to approve SITE23-004 per the site plan presented

- B. Presentation & Discussion to Provide Direction to Staff Regarding the 2023 League of Arizona Towns & Cities Policy Resolutions.

Recommended Action: MOVE to approve the 2023 League of Cities Resolutions

12. ADJOURNMENT

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

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

431.03(A)(3));

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

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on 8/17/23 at 11:00 a.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.



Sarah M. Siep, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: City Clerk
ITEM #: 8.A
SUBJECT: Approval of Meeting Minutes from the August 8, 2023 Executive Session, the August 8, 2023 Study Session and the August 8, 2023 Voting Meeting.

ITEM SUMMARY

This item is for the approval of meeting minutes from the August 8, 2023 Executive Session, the August 8, 2023 Study Session and the August 8, 2023 Voting Meeting.

BACKGROUND

None.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve the meeting minutes as presented

ATTACHMENTS

1. August 8, 2023 Executive Session Minutes
2. August 8, 2023 Study Session Minutes
3. August 8, 2023 Voting Meeting Minutes



City of Prescott

City Council - Executive Session Meeting

August 8, 2023 | 10:00 AM
201 N Montezuma Street
Executive Session Conference Room, 3rd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 10:00 a.m.

2. ROLL CALL

Phil Goode - Mayor
Brandon Montoya - Mayor Pro Tem
Connie Cantelme - Councilwoman
Eric Moore - Councilman
Cathey Rusing - Councilmember
Steve Sischka - Councilman
Clark Tenney - Councilman

3. CALL TO ENTER EXECUTIVE SESSION

**MOTION BY COUNCILMAN SISCHKA TO CONVENE EXECUTIVE SESSION;
SECONDED BY MAYOR PRO TEM MONTOYA: PASSED (7 - 0)**

4. LEGAL MATTERS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Prescott City Council and to the general public that the Prescott City Council will hold a Meeting at 10:00 AM on Tuesday, August 8, 2023, in the Executive Session Conference Room for the purpose of deciding whether to go into executive session. If authorized by a majority vote of the Prescott City Council, the executive session will be held immediately after the vote and will not be open to the public. The agenda for the meeting is as follows:

A. Discuss & Consult with the City's Attorneys for Legal Advice and to Consider the City's Position and to Instruct its Attorneys and Necessary City Employees Regarding an Update of Active Litigation Cases Involving the City and Possible Settlement in Case No. 3:20-cv-08275-SPL-JZB, Pursuant to A.R.S. § 38-431.03(A)(3, 4 and 7).

5. ADJOURNMENT OF EXECUTIVE SESSION & RECONVENING OF A REGULAR PRESCOTT CITY COUNCIL MEETING FOR DISCUSSION AND POSSIBLE ACTION REGARDING MATTERS DISCUSSED IN EXECUTIVE SESSION

None.

6. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 11:01 a.m.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on August 8, 2023. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk

City of Prescott

City Council - Study Session



August 8, 2023 | 1:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 1:00 p.m.

2. ROLL CALL

Phil Goode - Mayor
Brandon Montoya - Mayor Pro Tem
Connie Cantelme - Councilwoman
Eric Moore - Councilman
Cathey Rusing - Councilmember
Steve Sischka - Councilman
Clark Tenney - Councilman

3. DISCUSSION

- A. Presentation & Discussion Regarding the Quarterly Update of the Mayor's Commission for Water Policy Review and Monitoring.
City Manager Katie Gregory introduced Water Resource Project Manager Leslie Graser to provide a presentation on the Mayor's Commission for Water Policy Review & Monitoring Commission.

Ms. Graser provided an overview regarding the last quarterly presentation received by the Council at the May 9, 2023 Study Session. Findings from that meeting showed that the 2022 policy is more effective than the 2019 policy for managing finite water supplies. However, it should remove or correct language that the city doesn't or can't act upon. Additionally, there are some aspects related to long term water conservation and sustainability that were not initially included in the 2022 policy. The goals are to correct the policy so it can act as a bridging document and provide missing information on the use of the City's Water Resource Management Model (WRMM), by incorporating the policy recommendations from the Commission where possible.

Proposed Timeline:

- * July 18 - Commission reviews final recommendations
- * August-September - Mayor's Commission not meeting, staff prepares amendments
- * October 17 - Commission reconvenes to review amended policy/make final recommendations
- * November 14 - Study Session presentation of proposed updated policy
- * November 28 - Council Voting Meeting for possible approval of amended policy

Future Work:

- * Alignment needed in General Plan, long-term management plan, interdepartmental coordination
- * Alignment in terminology

Mayor Pro Tem Montoya thanked Ms. Graser and the Commission for their time and review of the policy. He stated he is happy to see a better understanding of budgeting methodology by adding an annual evaluation to account for the water being allocated within each application and overall, as he feels that will make things clearer for staff and the public.

Councilman Sischka commented that his issue with the 2022 policy is how they treat commercial in the same way as residential and asked how there might be a solution for that which doesn't limit commercial.

Ms. Graser said that is a complicated question and there isn't a clear answer.

Councilmember Rusing asked about a regional water management plan and if that is a future option.

Ms. Graser responded that it is good to have our house in order before we try to manage others, but it is certainly something that should be looked into in the future.

Ms. Gregory added that it is important to keep in mind how this policy and others can be incorporated into the General Plan updates and other revisions to city policies and procedures, as well as considerations for how this policy will tie into commercial development and strategic planning.

Mayor Pro Tem Montoya echoed Ms. Gregory's comments. Having a plan for moving forward and knitting all of these elements together is important.

Councilwoman Cantelme asked if it would be possible to control the size of a commercial development based on the policy and data received from the WRMM. She feels that there need to be many categories and allotments of water usage for budgeting purposes.

Ms. Graser responded that in the future the city will need to make decisions on how they will allow development and how that will impact water efficiency in the future. This is a first step to having all the data in order to move forward, but it hasn't been done to this point.

Councilmember Rusing commented that she would be happy to know the city has a water management policy to manage the future if she were a business coming into the area.

Mayor Pro Tem Montoya asked if there has been any negative impact on commercial development through the 2022 water management policy.

Water Resource & Environmental Services Manager Brian Ruiz responded that

there have been no commercial allocations in this cycle.

Mayor Goode stated when this new policy was implemented it was a combination of looking at the last few policies and finding balance between residential and non-residential development in a way that allows us to keep up with infrastructure demands associated with growth as well. Rather than go through analysis paralysis, this Council felt it was important to implement the policy and have this Commission available to review the process in use.

This item was for discussion only. No formal action was taken.

B. Presentation & Discussion Regarding the City of Prescott Code Compliance Program.

City Manager Katie Gregory introduced Interim Community Development Director Chelsea Walton and discussed some of the concerns and interest from the Council regarding the city's code compliance processes. She would like feedback from them on their thoughts regarding how these policies are being implemented and how they would like to move forward with all of that.

Ms. Walton provided a brief overview regarding code compliance, neighborhood services and building compliance. The intent of this discussion is to provide insight into what staff does and how the policies and procedures are implemented.

Planning Manager George Worley addressed Council regarding code compliance, authority, compliance processes, statistics, adjudication options and opportunities and challenges as seen by staff.

Organizational Structure:

- * Community Development - building safety, neighborhood services, historic preservation, planning & zoning
- * Compliance Officers - Wendie Starr and Tandr Hill
- * Guiding Principle - to gain voluntary compliance through education and resources
- * Code compliance handles private property maintenance violations (City Code Chapter 7-5)
- * Code 7-5-4 - Exterior Premises
- * Vacation Rental Inspection (146 current), Recreational Vehicles, Sidewalk Maintenance, Signs in the ROW, Home Occupation Permit, Conex Boxes/Accessory Uses, Neighborhood Cleanups

Mayor Pro Tem Montoya asked how staff determines what neighborhoods to go into for the cleanups. He stated that he would like to incorporate in opportunities to discuss with neighborhoods upcoming projects that may impact them and changes to partner and provide resources to those who need them.

Mr. Worley responded that it can vary, typically though geographic areas are picked based on areas with a lot of complaints or where staff have noticed a high volume of issues. He added that many of the things Mayor Pro Tem Montoya has mentioned have been done in the past, but the issue lies in the fact that the code compliance function has bounced around departments several times over the

years, so there are certainly more opportunities. Staff have also discussed increasing the number of neighborhood cleanups.

Violation Notification Process:

- * Reactive (Complaint Received) - complaint received, violation verified, notice sent to property owner, 30-day compliance period, follow-up inspection, final notice if needed

- * Proactive (Inspector Generated) - when a violation is identified in the field, notice sent to property owner, 30-day compliance period, follow-up inspection, final notice if needed

Councilmember Rusing asked if there is a process for a neighbor or citizen to email, text or call if they notice an issue.

Mr. Worley responded that there is a complaint form linked on the city website homepage as well as a telephone number included. Citizens can also come to city hall to make a complaint.

Mayor Pro Tem Montoya asked what the follow-up process is to notify the complainant.

Mr. Worley responded that with initial communication, staff will establish if they want to be anonymous or want to provide contact information and if they do so, staff will follow up throughout the process. This can be a long process though and staff does inform them of that.

Complaints Received vs. Cases Opened:

- * 466 complaints received from July 2022-June 2023

- * 242 cases opened during that same time (some may not be a violation) - for example there are variations of types of complaints related to weeds

Types of Cases:

- * Vegetation - 68%

- * Junk - 18%

- * RVs - 10%

- * Sidewalks - 2%

- * Zoning - 1%

- * Other - 1%

Citation Process:

- * Citation and prosecution at City Court - subject to court filing procedures, court availability, timeframes are outside of city control and low priority for the court

- * Citation and prosecution at Hearing Officer - this was created late last year and provides an alternative process which staff is very much in favor of; subject to city established procedures, subject to pre-established schedule and timeframe within city control (currently working on job description in order to get this position filled soon)

Mayor Pro Tem Montoya asked if the court process would eventually be abandoned.

Mr. Worley responded that both processes will remain in place.

City Attorney Joseph Young added that the Hearing Officer is a better and more efficient process and where all complaints should begin. Also, it gives an opportunity to establish a history based on the issue if the court is eventually needed for enforcement.

Short Term Opportunities:

- * Hearing Officer (approved in FY24 budget)
- * Additional proactive inspections of main thoroughfares

Long Term Opportunities:

- * CDBG applications - coordination with public works CIP. Projects may require additional funding
- * Public outreach and education - neighborhood beautification events likely require additional resources

Mayor Pro Tem Montoya asked if there are opportunities to do simpler things like social media posts about what actually is a code violation or not. He added that he would be happy to do this type of outreach at some of the events he has been doing.

Mr. Worley responded that those would be very helpful and thanked Mayor Pro Tem for the offer.

Challenges:

- * Staffing levels - 29.021 parcels (4,435 vacant lots and 24,586 lots with structures) with two officers to enforce and monitor

Councilmember Rusing asked what happens when a property is condemned.

Mr. Worley stated that Building Official Ryan Greene will be discussing that.

Councilwoman Cantelme commented that she would like to know how properties reach the point of blight when there are code enforcement officers out looking at properties and how blight is defined by staff.

Mr. Worley responded that in some situations things can be pre-empted, for example, when staff is out for another call and can check the area. However, they don't specifically just go out and inspect general areas. But issues like cleanup that is necessary do not fall into the category of blight. However, the staff are open to ideas and suggestions with the knowledge that it may require changes in different areas as well.

Characteristics of Blight:

- * Vacancy and abandonment are typically the most obvious and noticeable
- * Overgrown vegetation, graffiti, broken windows and/or boarded up windows are signs of vacant or abandoned homes
- * Lack of maintenance, dilapidation and loss of structural integrity

- * Vacant homes may lead to an increase in crime rates in the area

National Objectives for CDBG Funding:

- * Benefit to low and moderate income persons or projects (LMI)
- * Aid in the prevention or elimination of slums or blight
- * Meet a need having particular urgency
- * 30% of the annual allocation can be spent outside of the LMI requirements
- * Acquisition and demolition of a dilapidated property
- * Rehabilitation of a decayed community center that eliminates code violations that are detrimental to health and safety
- * Preservation of deteriorated buildings of historic significance
- * Financial assistance to a business to demolish a decayed structure

Councilwoman Cantelme asked if a building could be demolished and then a lien placed on the property for reimbursement.

Councilmember Rusing stated that a hearing officer is a wonderful step forward, and asked if the hearings could be held here rather than in the court.

Mr. Young stated that is the intent of the program.

Mayor Goode said he is encouraged by some of the proposals from staff.

Councilman Tenney asked what the standard is for weeds.

Mr. Worley responded it is 12 inches.

Mr. Greene continued the discussion regarding building code compliance; there are many parallels between code and building, which is very intentional. The staff work closely to try and keep processes as consistent as possible. On average, they conduct 7,000 new inspections per year with three building inspectors on staff (including Mr. Greene) doing 20-30 per day.

Parameters & Purpose:

- * Focus on structures
- * Responsible for protecting the health and life safety of patrons within structures
- * Manage and require permit issuance for construction projects

Compliance Violations:

- * Working without a permit (62 cases in last three years)
- * Structural Failures (8 cases in last three years)
- * Unsanitary Conditions (4 cases in last three years)
- * Unsafe Condition (12 cases in last three years)
- * Dilapidation (6 cases in last three years)

Compliance Strategies:

- * Stop Work Order
- * Notice of Violation
- * Unsafe to Occupy Placard
- * Right to Demolish

Mr. Greene commented that condemning a home does not necessarily mean it will be demolished. The structure would need to be evacuated and boarded up in order to come into compliance. The right to demolish requires Council approval and is always a last resort.

Complaint Procedures:

- * Complaint received, site inspection performed, code case created, notice of violation issued, weekly reoccurring inspections to track progress, compliance is achieved or a 90-day notice is issued.

Councilwoman Cantelme asked if any homes had been demolished in Prescott.

Mr. Greene responded that in the last 12-13 years that has not happened that he is aware of.

Codes & Standards:

- * 2018 International Building and Residential Code
- * 2018 International Existing Building Code
- * Prescott City Code Section 3-4-1
- * Prescott City Code Section 7-5-4

Opportunities:

- * Hearing Officer Process
- * More emphasis on education versus enforcement
- * Minor Home Repair Program
- * Collaboration with Neighborhood Services Staff

Challenges:

- * Building violation repairs are often costly
- * Current staffing requires building compliance to be a dual role
- * Public misconception of building compliance - intention is to gain compliance and not tear down

Mayor Goode thanked staff for their presentation.

This item was for discussion only. No formal action was taken.

4. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 2:55 p.m.

ATTEST:

PHILIP R. GOODE, Mayor

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on August 8, 2023. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk



City of Prescott

City Council - Voting Meeting

August 8, 2023 | 3:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 3:04 pm

2. INTRODUCTIONS / ANNOUNCEMENTS

Mayor Pro Tem Montoya commented that the city is currently working on the 2025 General Plan Updates, staff will host an Open House and informational meeting on Wednesday, August 30 from 3-7 pm at the Adult Center. Additionally, the city invites citizens to visit the virtual meeting room for the SR89 Widening Project to learn more and provide feedback. The virtual meeting room is linked on the city website at prescott-az.gov. He also thanked the County and City Clerk's Office for a successful Primary Election and congratulated all duly elected candidates and incumbents. Finally, Mayor Pro Tem Montoya recognized Sister City Caborca Mexico for their award from Sister Cities International.

3. INVOCATION – Jim Densmore with Solid Rock Christian Fellowship

4. PLEDGE OF ALLEGIANCE - Mayor Goode

5. ROLL CALL

Phil Goode - Mayor
Brandon Montoya - Mayor Pro Tem
Connie Cantelme - Councilwoman
Eric Moore - Councilman
Cathey Rusing - Councilmember
Steve Sischka - Councilman
Clark Tenney - Councilman

6. PRESENTATIONS

A. Employer Support of the Guard & Reserve (ESGR) Extraordinary Employer Support Award Presentation

Representative Patrick Kuykendall provided a presentation recognizing the city's accomplishment in receiving the Extraordinary Employer Support Award from ESGR for promoting cooperation and understanding to reserve employees. The city has gone above and beyond with employee military programs, and is being honored through this national recognition in its excellence in support of their employees.

7. PROCLAMATIONS

A. Eleventh Annual HopeFest Arizona - August 19, 2023

Organizer Jaye Lene Long thanked the Mayor & Council for the Proclamation and discussed the event.

Mayor Goode presented the Proclamation.

8. OPEN CALL TO THE PUBLIC

A. Will Fisher with Sister City Caborca addressed Council regarding the recognition received by Sister Cities International as the Best Overall Program in the US award received by Sister Cities International. He introduced all of the students who are members of Sister Cities and students at an English language institute in Caborca.

B. Gerre Haran Founder of LGB Patriots addressed Council regarding his nonpartisan organization and stated that they feel "queer" is an egregious slur for gay individuals. He commented that individuals who addressed Council during the last meeting with House of Hues are using "rainbow pride indoctrination".

C. Luci Wheat First Vice Chair of the Yavapai County Republican Committee, addressed Council regarding her rejection of the House of Hues rainbow pride agenda. She requested that city ordinances related to these matters be enforced.

D. Sam Boyles addressed Council regarding development in the community and how it is impacting the power grid and water supply here, as well as Council's responsibility to face God.

9. CONSENT AGENDA

MOTION BY COUNCILMEMBER RUSING TO APPROVE CONSENT AGENDA ITEMS 9.A. THROUGH 9.G., EXCLUDING ITEMS 9.E. AND 9.F.; SECONDED BY COUNCILMAN SISCHKA: PASSED (7 - 0)

A. Approval of Meeting Minutes from the July 25, 2023 Executive Session and the July 25, 2023 Voting Meeting.

B. Approval of Revised Fiscal Year 2024 Contract for the City Clerk Due to Scriveners Error.

C. Approval of City Contract No. 2024-049 with Arizona Public Service, Inc. for the Intermediate Pump Station Power Conduit Service Extension in the Amount of \$72,289.28. Funding is Budgeted and Available in the Water Fund.

D. Approval for the City of Prescott Police Department to Apply for Various FY2024 Grant Funding Opportunities.

E. Approval of City Contract No. 2024-062 with IronClad Environmental Solutions for the Emergency Procurement for Equipment & Services for Wastewater Bypass in

an Amount not to Exceed \$300,000.00. Funding is Available in the Wastewater Fund.

This Item was pulled from the Consent Agenda for further discussion.

City Manager Katie Gregory stated that this Item is an emergency procurement for an ongoing issue that Public Works is trying to address.

Utilities Manager Steve Olfers commented that the bypass had a failure near the Prescott Lakes lift station, repairs have been made and will be finalized in order to keep sewage out of Willow Lake.

Mayor Goode commented that he was approached by several citizens who wondered what was happening in the area.

Mayor Pro Tem Montoya commented that he also received inquiries about this and it is good that we are addressing this and the pipe will not remain permanently.

Councilman Moore asked if any of the leaking sewage went into the lake.

Mr. Olfers responded that the majority was caught at the site and they were able to address quickly.

MOTION BY COUNCILMAN MOORE TO APPROVE CITY CONTRACT NO. 2024-062; SECONDED BY COUNCILMAN TENNEY: PASSED (7 - 0)

- F. Approval of City Contract No. 2024-063 with Fann Environmental for the Purchase & Installation of Arsenic Media Equipment Change-out at Airport Well #3, in the Amount of \$155,182.00. Funding is Budgeted and Available in the Water Fund.

This Item was pulled from the Consent Agenda for further discussion.

Mayor Goode commented that this is an ongoing effort to reduce the level of arsenic in the potable water source and wanted staff to address what is being done.

Utilities Manager Steve Olfers responded that staff are able to blend out arsenic through techniques but this location requires on-site media to address the arsenic in the well. This product will continue removing arsenic for several additional years. This is an advanced process and staff are working toward further understanding of it.

MOTION BY COUNCILMAN TENNEY TO APPROVE CITY CONTRACT NO. 2024-063; SECONDED BY COUNCILMEMBER RUSING: PASSED (7 - 0)

- G. Approval of City Contract No. 2024-058 with FX Tactical, LLC for the Purchase of Duty Equipment & Uniforms Using City of Peoria Contract #ACON10021 & ACON10021A Renewal Per Cooperative Purchasing Section 4 in the Amount of \$56,000.00. Funding is Budgeted and Available in the Police Department Budget.

10. REGULAR AGENDA

- A. Adoption of Resolution No. 2023-1864, Approving City Contract No. 2024-057, an Intergovernmental Agreement with the Yavapai County Flood Control District for Reimbursement of Design and Construction Cost Related to Various Drainage Improvement Projects in the City of Prescott for FY2024.

City Manager Katie Gregory introduced the annual IGA with the Yavapai County Flood Control District and Water Resource & Environmental Services Manager Brian Ruiz to provide a presentation.

Mr. Ruiz addressed Council regarding the Resolution and contract which supports planning, designing, construction, and maintenance of flood control improvements for local agencies. The funds can be used on a variety of projects within the city to mitigate flood issues. This fiscal year the focus will be on the Yavapai Hills/Hornet Drive project, Merrit/Lincoln Improvements and a few others. While these are the focus, additional projects can be added if necessary.

MOTION BY COUNCILMAN SISCHKA TO ADOPT RESOLUTION NO. 2023-1864; SECONDED BY COUNCILMEMBER RUSING: PASSED (7 - 0)

- B. Approval of City Contract No. 2024-040 with Deccan International for Public Safety Software Solution for Automating Fire Engine Coverage in the Amount of \$173,960.26. Funding is Budgeted and Available in the General Fund.

City Manager Katie Gregory introduced Fire Chief Holger Durre to provide a presentation regarding the software which will automate Fire Engine Coverage and provide predictive analytics for the city.

Chief Durre addressed the Council and recognized CAFMA Chief Scott Freitag, Police Chief Amy Bonney Fire Engineer Jason Heartisan and Police Administrator Jim DeLung who were also present in support of this item as well.

Strategic Plan Priorities:

- * Find innovative and technology-based solutions to reduce response times
- * Increase efficiency
- * Focus on firefighter wellness

Current State:

- * Dispatchers "move-up" engines throughout the shift to cover areas that don't have readily available units
- * This is based on a static matrix and dispatcher experience
- * Creates vehicle movement that increases cost, impacts workload and no longer creates the intended response time impact

Proposed State:

- * Software that connects to our computer-aided dispatch system and uses predictive analytics based on incident data, current traffic patterns, overall system demand to optimize recommendations for system coverage

Chief Durre discussed several case studies that have successfully utilized this

system, including Johnson County, KS and Contra Costa County, CA.

Additional Benefits:

- * Dispatcher workload decreased and increased situational awareness
- * Increased involvement of battalion chiefs in system
- * Cultural shift toward "smarter, not harder"
- * Maximize all reasonable parts of the system to be a reasonable steward of resources in light of anticipated capital investments

Implementation:

- * 2-3 months to implement software, up to 12 months for full integration
- * Partners - PRCC, CAFMA and IT
- * Cost and Funding - originally approved in FY23 budget and funding available in FY24 Fire Capital Improvements budget
- * Year 1 - \$173,960.26
- * Year 2 (maintenance, support fees, and user license fees) - \$52,270.28
- * PRCC is the purchasing entity and CAFMA will be invoiced 50% of all costs

Mayor Pro Tem Montoya asked if there is an application for the Police Department on this as well.

Chief Durre responded that this is specialized for Fire and there is not one for Police as of yet. He added that only one police department in the US uses something similar.

Councilwoman Cantelme asked how finite the data that can be extrapolated from this system is.

Chief Durre responded that the system will adjust and adapt over time based on calls and the dynamic of the community. This isn't quite AI, it is static algorithms, but it does provide very useful information for the department to provide better service.

Mayor Goode commented that this is not a cheap program and asked if the ambulance providers would also be assisting with costs. He also asked if traffic data can be incorporated in for improved response times.

Chief Durre responded that at this time it is only fire aggregate data, but eventually ambulance calls and data may be included as well, which would further the efficiency of the system.

Engineer Heartisan responded that the system uses web-based browsers to integrate and access the CAD data as well as pulling response times based on area, time of day etc.

Chief Durre added that they will take pre-implementation data and base that on strategic measuring points over the next year to include in their update to the Council a clear metric on how effective and efficient this system is. This will also play a part in the city's accreditation process. Move-ups is an easy metric to evaluate.

Councilman Tenney asked for an overview of the breakdown of payments.

Chief Durre responded that it is a two-year contract and discussed how each cost is broken down.

Mayor Pro Tem Montoya asked if partnering agencies determined they did not want to continue with the program, would the city be able to continue with it?

Chief Durre stated that as more partners come in, costs would be reduced.

CAFMA Chief Freitag added that the two agencies are really one despite the different names, everything each does impacts the other and this software is vitally important to both. They are working on joint standards of cover with the City of Prescott currently and making sure that these metrics can be properly measured and evaluated will allow success for both agencies moving forward.

Mayor Goode commented that he does not see any cap on the price agreement in the contract, he is concerned about that.

Chief Durre responded that this is something they would look closely at when it is time to renew if they determine it is appropriate to do that. He feels that a slight increase would be to be expected but if it outpaces that 3-5% expectation it would be reevaluated.

Mayor Pro Tem Montoya asked if there is a way to work with Finance on what the cost savings are as we evaluate this product to see how paying for the program is actually benefiting the department and the city.

MOTION BY MAYOR PRO TEM MONTOYA TO APPROVE CITY CONTRACT NO. 2024-040; SECONDED BY COUNCILMEMBER RUSING: PASSED (7 - 0)

- C. Adoption of Ordinance No. 2023-1832 Establishing the City Court Assessment Fee and Amending Prescott City Code Title II, Chapter 2-1, Section 2-7-4. City Attorney Joseph Young thanked Judge Padilla for being present today and introduced Assistant City Attorney Alane Moore who handles the prosecution cases for the city. The legal department has identified a deficiency in staffing related to city legal services and has identified the proposed fee to offset these issues. The fee has been posted on the city website.

Court Assessment Fee:

- * Assessment/user/supervision/enhancement fee are ordered by the judge to cover the disposition of the case and services
- * Range from \$10 to \$100
- * Aids in covering court, legal and administrative expenses
- * Charged to defendants convicted of a crime

Misconceptions:

- * Paid by taxpayers - only paid by those convicted of a crime
- * Paid by defendants
- * Unnecessary payment - rising costs necessitate increased sources of funding

for staff, technology and administration

City Assessment Fee:

- * \$75 per resolved case
- * Applies after the defendant has been convicted
- * Split between the city attorney's office and the court (\$35 to court, \$40 to city attorney's office)
- * Comparative Fees in the Region - Prescott Valley \$25, Chino Valley \$40, Sedona \$50, Dewey-Humboldt \$79

Mayor Pro Tem Montoya asked if the diversion program participants would pay this fee.

Ms. Moore responded they would not.

Rising Cases Means Rising Costs:

- * July 2020-Jun 2021 - 3869 filings, 3308 dispositions would have resulted in \$248,100 in revenue
- * July 2021 - June 2022 - 4814 filings, 4344 dispositions (24% increase) would have resulted in \$325,800 in revenue
- * July 2022 - June 2023 - 5125 filings, 4737 dispositions (6.5% increase) would have resulted in \$347,775 in revenue

Councilmember Rusing commented on how alarming the rising number of cases is for Prescott.

Ms. Moore responded that there is a backlog coming off of COVID and that will result in more cases over the next year. Additionally, criminal speeding and hit and runs fall under these categories, which increase the numbers as well.

Judge Padilla addressed the Council and thanked Mr. Young for bringing this forward. He added that Ms. Moore has a significant volume of cases and does a great job balancing them all. These fees are unrestricted monies, so the court and city attorney's office can spend the money on a variety of things that will help expedite the processes in court. He added that domestic violence and drug cases have increased as well.

Mayor Goode asked if the Veterans Court has been established.

Judge Padilla responded that it has not yet, but he plans for a November start.

Mr. Young added the court and the city attorney's office are very understaffed and he believes this program will help to offset that and hopefully get additional staff eventually.

Councilman Tenney asked what would happen if someone could not or does not pay the fee.

Mr. Young responded that it would be the same consequence of not paying any other fine. No criminal revocation just sent to collections.

MOTION BY COUNCILMEMBER RUSING TO ADOPT ORDINANCE NO. 2023-1832; SECONDED BY COUNCILMAN SISCHKA: PASSED (7 - 0)

11. ADJOURNMENT

Quote: "If we are to guard against ignorance and remain free, it's the responsibility of every American to be informed." - Thomas Jefferson

There being no further business to discuss, Mayor Goode adjourned the meeting at 4:45 p.m.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on August 8, 2023. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: City Clerk
ITEM #: 8.B
SUBJECT: Approval of the Official Canvass of the City of Prescott Primary Election Held on August 1, 2023.

ITEM SUMMARY

Attached is the City of Prescott Canvass Packet which includes the "Unofficial Final Results" for the City of Prescott Primary Election held on August 1, 2023 as provided by the Yavapai County Elections Office. The County conducts City of Prescott elections, and following Council approval the provided results become final and official and the fees for the election will be paid to the County.

BACKGROUND

The City of Prescott held its vote-by-mail Primary Election on August 1, 2023. The ballot included the two-year term for Mayor, three four-year term Council seats and one two-year Council seat. Out of the 34,809 registered voters in the city, 15,148 total ballots were cast providing a 43.52% voter turnout.

Based on the Results of the Election:

Phil Goode received the majority of valid ballots cast for the two-year Mayor seat
Connie Cantelme received the majority of valid ballots cast for the two-year Council seat
Lois Fruhwirth, Ted Gambogi and Cathey Rusing received the majority of valid ballots cast for the three four-year Council seats.

As all the above-listed candidates received a majority of the valid ballots cast for their respective seats, there is no need for any run-offs in the November 7, 2023 General Election and all of these candidates have been duly elected and will be sworn in at the November 28, 2023 City Council Voting Meeting.

FINANCIAL IMPACT

The total cost of the 2023 Primary Election was \$78,320.25. Funding is budgeted, previously approved and available in the City Clerk Budget.

RECOMMENDED ACTION

MOVE to approve the official canvass for the August 1, 2023 Primary Election

ATTACHMENTS

1. City of Prescott Canvass Packet_2023 Primary Election
2. Primary Election Invoice

**Yavapai County
Elections Department**

1015 Fair Street - Room 228
Prescott, Arizona 86305
Phone: (928) 771-3248 ext. 8
elections@yavapaiaz.gov



Laurin L. Custis
Director of Elections

Stephanie Lambert
Assistant Director of Elections

August 4, 2023

Sarah Siep
City of Prescott
201 N Montezuma St
Prescott, AZ 86301

Dear Ms. Siep,

Enclosed please find documents and reports required for your canvass: The Certification of Election Results, Statement of Votes Cast, Summary Results Report, and Reject Report. Please let my office know by e-mail once your canvass is complete.

Thank you and best regards,

Laurin L. Custis
Director of Election

Enclosure

FOR ELECTION RESULTS VISIT OUR WEB PAGE: www.YavapaiVotes.gov

Toll Free Numbers: Ash Fork \ Bagdad \ Seligman \ Yarnell Areas 1-800-771-2797
Black Canyon City 602-495-8800 Cottonwood \ Camp Verde \ Sedona Areas 928-639-8100

Michelle M. Burchill
Yavapai County Recorder

Karen M. McCracken
Chief Deputy Recorder

Laurin L. Custis
Director of Elections

Matt Webber
Registrar of Voters



1015 Fair Street - Room 228
Prescott, Arizona 86305

Recorder
928-771-3244
recorder@yavapaiaz.gov

Elections Department
928-771-3248 ext. 8
elections@yavapaiaz.gov

Voter Registration
928-771-3248 ext. 9
voter.registration@yavapaiaz.gov

CERTIFICATION OF ELECTION RESULTS

For the

CITY OF PRESCOTT PRIMARY ELECTION

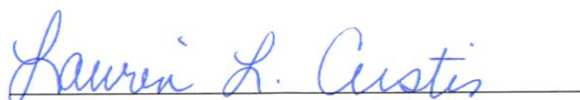
August 1, 2023

YAVAPAI COUNTY, ARIZONA

We, Michelle M. Burchill, Yavapai County Recorder, and Laurin L. Custis, Yavapai County Director of Elections, hereby certify that the attached foregoing vote results contains a full, true, and correct copy of the vote tabulations for the August 1, 2023, City of Prescott Primary Election.

Dated this 4th day of August 2023


Michelle M. Burchill, County Recorder


Laurin L. Custis, Director of Elections

Registered Voters 34,809 - Total Ballots 15,148 : 43.52%

Party Distribution

Total Ballots	15,148	
NONPARTISAN	15,148	100.00%

PRESCOTT MAYOR (2-YEAR TERM)

Vote For 1 Total Votes	12,994	
Goode, Phil	12,617	97.10%
Write-In	377	2.90%
Undervote	2,149	
Overvote	5	

PRESCOTT COUNCIL MEMBER (2-YEAR TERM)

Vote For 1 Total Votes	14,296	
Cantelme, Connie	9,409	65.82%
Hamer, Tony	4,852	33.94%
Write-In	35	0.24%
Undervote	819	
Overvote	33	

PRESCOTT COUNCIL MEMBER (4-YEAR TERM)

Vote For 3 Total Votes	37,324	
DeVries, Chadwick	5,001	13.40%
Fruhworth, Lois	10,671	28.59%
Gambogi, Ted	9,786	26.22%
Rusing, Cathey	11,678	31.29%
Write-In	188	0.50%
Undervote	8,090	
Overvote	30	

PRESCOTT MAYOR (2-YEAR TERM)

Jurisdiction Wide	Reg. Voters	Total	Goode, Phil	Write-In	Over votes	Under votes		
		Votes						
EAGLE (201.00)	8692	3420	3322	97.13%	98	2.87%	3	523
Early Voting								
COURT (202.00)	5524	1640	1592	97.07%	48	2.93%	0	310
Early Voting								
FAIR (203.00)	3355	1185	1146	96.71%	39	3.29%	0	212
Early Voting								
GOLF (204.00)	5609	2060	1990	96.60%	70	3.40%	0	438
Early Voting								
WATSON (234.00)	7746	2990	2914	97.46%	76	2.54%	0	443
Early Voting								
GRAZE (238.00)	215	85	81	95.29%	4	4.71%	2	14
Early Voting								
WATER (242.00)	3668	1614	1572	97.40%	42	2.60%	0	209
Early Voting								
Total	34809	12994	12617	97.10%	377	2.90%	5	2149
Early Voting								
Total	34809	12994	12617	97.10%	377	2.90%	5	2149

PRESCOTT COUNCIL MEMBER (2-YEAR TERM)

Jurisdiction Wide	Reg.	Total	Canteime,	Hammer, Tony	Write-In	Over	Under			
	Voters	Votes	Connie			votes	votes			
EAGLE (201.00)	8692	3732	2439	65.35%	1282	34.35%	11	0.29%	8	206
Early Voting										
COURT (202.00)	5524	1832	1275	69.60%	550	30.02%	7	0.38%	6	112
Early Voting										
FAIR (203.00)	3355	1331	877	65.89%	450	33.81%	4	0.30%	1	65
Early Voting										
GOLF (204.00)	5609	2357	1596	67.71%	755	32.03%	6	0.25%	8	133
Early Voting										
WATSON (234.00)	7746	3232	2071	64.08%	1155	35.74%	6	0.19%	9	192
Early Voting										
GRAZE (238.00)	215	101	36	35.64%	65	64.36%	0	-	0	0
Early Voting										
WATER (242.00)	3668	1711	1115	65.17%	595	34.77%	1	0.06%	1	111
Early Voting										
Total										
Early Voting	34809	14296	9409	65.82%	4852	33.94%	35	0.24%	33	819
Total	34809	14296	9409	65.82%	4852	33.94%	35	0.24%	33	819

PRESCOTT COUNCIL MEMBER (4-YEAR TERM)

Jurisdiction Wide	Reg. Voters	Total Votes	DeVries, Chadwick	Fruhirth, Lois	Gambogi, Ted	Rusing, Cathey	Write-In	Over votes	Under votes					
EAGLE (201.00)	8692	9757	1335	13.68%	2821	28.91%	2588	26.52%	2966	30.40%	47	0.48%	6	2075
Early Voting														
COURT (202.00)	5524	4833	557	11.52%	1383	28.62%	1315	27.21%	1551	32.09%	27	0.56%	0	1017
Early Voting														
FAIR (203.00)	3355	3413	427	12.51%	968	28.36%	888	26.02%	1099	32.20%	31	0.91%	3	775
Early Voting														
GOLF (204.00)	5609	6182	715	11.57%	1775	28.71%	1678	27.14%	1972	31.90%	42	0.68%	9	1303
Early Voting														
WATSON (234.00)	7746	8467	1235	14.59%	2401	28.36%	2145	25.33%	2658	31.39%	28	0.33%	6	1826
Early Voting														
GRAZE (238.00)	215	240	63	26.25%	69	28.75%	44	18.33%	64	26.67%	0	-	0	63
Early Voting														
WATER (242.00)	3668	4432	669	15.09%	1254	28.29%	1128	25.45%	1368	30.87%	13	0.29%	6	1031
Early Voting														
Total	34809	37324	5001	13.40%	10671	28.59%	9786	26.22%	11678	31.29%	188	0.50%	30	8090
Early Voting														
Total	34809	37324	5001	13.40%	10671	28.59%	9786	26.22%	11678	31.29%	188	0.50%	30	8090



**YAVAPAI COUNTY ELECTIONS DEPARTMENT
REJECTED BALLOT REPORT**

AUGUST 1, 2023

CITY OF PRESCOTT

PRIMARY ELECTION

PRECINCT NAME & PRECINCT NUMBER	NUMBER OF EARLY BALLOTS REJECTED	EARLY BALLOT REJECT REASONS	
EAGLE - 201.01	13	23	NO SIGNATURE
COURT - 202.01/05	4	17	SIGNATURE DIFFERS
FAIR - 203.02	4	1	MULTIPLE BALLOTS
GOLF - 204.01/05	6	3	NO BALLOTS
WATSON - 234.02	9	1	INVALID BALLOTS
GRAZE - 238.06	0		
WATER - 242.02	9		
TOTAL	45	45	TOTAL

TOTAL NUMBER OF REJECTED BALLOTS = 45

Laurin L. Custis

DIRECTOR OF ELECTIONS

8/4/23

DATE

Registered Voters 34,809 - Total Ballots 15,148 : 43.52%

Party Distribution

Total Ballots	15,148	
NONPARTISAN	15,148	100.00%

PRESCOTT MAYOR (2-YEAR TERM)

Vote For 1		
Total Votes	12,994	
Goode, Phil	12,617	97.10%
Write-In	377	2.90%
Undervote	2,149	
Overvote	5	

PRESCOTT COUNCIL MEMBER (2-YEAR TERM)

Vote For 1		
Total Votes	14,296	
Cantelme, Connie	9,409	65.82%
Hamer, Tony	4,852	33.94%
Write-In	35	0.24%
Undervote	819	
Overvote	33	

PRESCOTT COUNCIL MEMBER (4-YEAR TERM)

Vote For 3		
Total Votes	37,324	
DeVries, Chadwick	5,001	13.40%
Fruhworth, Lois	10,671	28.59%
Gambogi, Ted	9,786	26.22%
Rusing, Cathey	11,678	31.29%
Write-In	188	0.50%
Undervote	8,090	
Overvote	30	

PRESCOTT MAYOR (2-YEAR TERM)

Jurisdiction Wide	Reg.	Total	Goode, Phil	Write-In	Over		Under	
	Voters	Votes			votes		votes	
EAGLE (201.00)	8692	3420	3322	97.13%	98	2.87%	3	523
Early Voting								
COURT (202.00)	5524	1640	1592	97.07%	48	2.93%	0	310
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Early Voting								
GOLF (204.00)	5609	2060	1990	96.60%	70	3.40%	0	438
Early Voting								
WATSON (234.00)	7746	2990	2914	97.46%	76	2.54%	0	443
Early Voting								
GRAZE (238.00)	215	85	81	95.29%	4	4.71%	2	14
Early Voting								
WATER (242.00)	3668	1614	1572	97.40%	42	2.60%	0	209
Early Voting								
Total	34809	12994	12617	97.10%	377	2.90%	5	2149
Early Voting								
Total	34809	12994	12617	97.10%	377	2.90%	5	2149

PRESCOTT COUNCIL MEMBER (2-YEAR TERM)

Jurisdiction Wide	Reg. Voters	Total Votes	Cantelme, Connie	Hamet, Tony	Write-In	Over votes	Under votes			
EAGLE (201.00)	8692	3732	2439	65.35%	1282	34.35%	11	0.29%	8	206
Early Voting										
COURT (202.00)	5524	1832	1275	69.60%	550	30.02%	7	0.38%	6	112
Early Voting										
FAIR (203.00)	3355	1331	877	65.89%	450	33.81%	4	0.30%	1	65
Early Voting										
GOLF (204.00)	5609	2357	1596	67.71%	755	32.03%	6	0.25%	8	133
Early Voting										
WATSON (234.00)	7746	3232	2071	64.08%	1155	35.74%	6	0.19%	9	192
Early Voting										
GRAZE (238.00)	215	101	36	35.64%	65	64.36%	0	-	0	0
Early Voting										
WATER (242.00)	3668	1711	1115	65.17%	595	34.77%	1	0.06%	1	111
Early Voting										
Total	34809	14296	9409	65.82%	4852	33.94%	35	0.24%	33	819
Early Voting										
Total	34809	14296	9409	65.82%	4852	33.94%	35	0.24%	33	819

Statement of Votes Cast
AUGUST 1, 2023
COUNTY OF YAVAPAI
STATE OF ARIZONA
RESULTS
Official Final Results

Date: 8/4/2023
Time: 5:02:17 PM MST
Page 3/3

PRESCOTT COUNCIL MEMBER (4-YEAR TERM)

Jurisdiction Wide	Reg. Voters	Total Votes	Devries, Chadwick				Fruhworth, Lois	Gambogi, Ted	Rusing, Cathey	Write-In	Over votes	Under votes		
EAGLE (201.00)	8692	9757	1335	13.68%	2821	28.91%	2588	26.52%	2966	30.40%	47	0.48%	6	2075
Early Voting														
COURT (202.00)	5524	4833	557	11.52%	1383	28.62%	1315	27.21%	1551	32.09%	27	0.56%	0	1017
Early Voting														
FAIR (203.00)	3355	3413	427	12.51%	968	28.36%	888	26.02%	1099	32.20%	31	0.91%	3	775
Early Voting														
GOLF (204.00)	5609	6182	715	11.57%	1775	28.71%	1678	27.14%	1972	31.90%	42	0.68%	9	1303
Early Voting														
WATSON (234.00)	7746	8467	1235	14.59%	2401	28.36%	2145	25.33%	2658	31.39%	28	0.33%	6	1826
Early Voting														
GRAZE (238.00)	215	240	63	26.25%	69	28.75%	44	18.33%	64	26.67%	0	-	0	63
Early Voting														
WATER (242.00)	3668	4432	669	15.09%	1254	28.29%	1128	25.45%	1368	30.87%	13	0.29%	6	1031
Early Voting														
Total	34809	37324	5001	13.40%	10671	28.59%	9786	26.22%	11678	31.29%	188	0.50%	30	8090
Early Voting														
Total	34809	37324	5001	13.40%	10671	28.59%	9786	26.22%	11678	31.29%	188	0.50%	30	8090



YAVAPAI COUNTY ELECTIONS DEPARTMENT

1015 Fair Street, Room 228
Prescott, AZ 86305
Phone: 928-771-3250
Fax: 928-771-3446
elections@yavapaiaz.gov

Laurin Custis
Director of Elections

INVOICE

JURISDICTION

City of Prescott
Attn: Sarah Siep
sarah.siep@prescott-az.gov

ELECTION DATE

August 1, 2023

INVOICE DATE

August 9, 2023

DESCRIPTION

Cost per Registered Voter: \$ 2.25
Total Registered Voters: 34,809

Amount Due: \$ 78,320.25

Fee reflects total charges from Yavapai County Voter Registration and Elections Departments.

Payment for all costs is due no later than 30 days following the date of the invoice. A late charge of 2% of the unpaid balance will be imposed for each 30-day period or portion thereof.

Please make checks payable to: **Yavapai County Elections**
Thank you.



TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: Public Works
ITEM #: 8.C
SUBJECT: Approval of City Contract No. 2024-050 for the Purchase of Various Traffic Signal Equipment from Clark Transportation Solutions, in the Total Amount of \$62,618.76. Funding is Budgeted, Previously Approved and Available in the Streets Fund.

ITEM SUMMARY

Approval of City Contract 2024-050 for the purchase of various Traffic Signal Equipment to be used by the City's contractor in the construction of the traffic signal at Prescott Lakes Parkway at Sundog Ranch Road. The city is purchasing this equipment in advance of the construction contract being approved for city project CIP2105-005 so that long lead time signal equipment does not delay the project schedule.

BACKGROUND

To support the Prescott Lakes Parkway at Sundog Ranch Road Signal and Intersection Improvement Project (CIP2105-005) and reduce scheduling delays due to long lead time for traffic signal equipment, Public Works is purchasing certain traffic signal equipment with long lead times (up to 16 weeks) for delivery separately from the project. These items include traffic signal poles, mast arms, luminaire, luminaire mast arms, and foundation cages. These items were omitted from the project bid documents so that the city could order and provide them to the contractor who will install them. This equipment is being purchased from Clark Transportation Solutions, in a total amount of \$62,618.76 using pricing from the competitively bid McDOT contract. Purchase of this equipment using this process should save 8-12 weeks of lead time.

FINANCIAL IMPACT

Funding for this purchase will come from the budget for the Prescott Lakes Parkway @ Sundog Ranch Road Signal and Intersection Improvement Project within the Street Fund.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2024-050

ATTACHMENTS

1. Clark poles and cages plpw



CLARK
Transportation Solutions

20827 N. Cave Creek Rd., Suite 105
Phoenix AZ 85024
Ph: (480) 347-9765 Fax: (480) 284-7628

Quote

Date	Quote #
Jul 7, 2023	14936

Name / Address
BRYAN WOODS CITY OF PRESCOTT 433 N. VIRGINIA PRESCOTT AZ 86301 EMail: BRYAN.WOODS@PRESCOTT-AZ.GOV

Rep
SCOTT CLARK

Project
PRESCOTT LAKES PKWY & SUNDG RANCH R

Qty	UM	MFG	Type	Part Number	Price	Total
3	E	CLARK		ADOT-R-GV	\$7,868.00	\$23,604.00
				TYPE R POLE 30FT, 1994 AASHTO		
3	E	CLARK		ADOT A/B TYPE R	(included)	-
				2" X 70" PLATE		
1	E	CLARK		ADOT-Q-GV	\$7,006.00	\$7,006.00
				TYPE Q POLE 30FT, 1994 AASHTO		
1	E	CLARK		ADOT A/B TYPE Q	(included)	-
				2" X 70" PLATE		
4	E	CLARK		2013 ADOT Q/R CAGE	\$1,248.00	\$4,992.00
2	E	CLARK		ADOT-A-12-GV	\$1,359.00	\$2,718.00
				TYPE A POLE 12FT, 1994 AASHTO		
2	E	CLARK		ADOT A/B TYPE A	(included)	-
				1" X 35" PLATE		
1	E	CLARK		ADOT-SMA-55-GV	\$5,963.00	\$5,963.00
				55FT SMA, 1994 AASHTO		
1	E	CLARK		ADOT-SMA-50-GV	\$4,114.00	\$4,114.00
				50FT SMA, 1994 AASHTO		
1	E	CLARK		ADOT-SMA-45-GV	\$3,820.00	\$3,820.00
				45FT SMA, 1994 AASHTO		
1	E	CLARK		ADOT-SMA-25-GV	\$1,787.00	\$1,787.00
				25FT SMA, 1994 AASHTO		
4	E	CLARK		ADOT-LMA-10-GV	\$442.00	\$1,768.00
				10FT LMA, 1994 AASHTO		
4	E	EVOR		ERL2016C540AGRAYLR	\$472.00	\$1,888.00
				114W, 16000 LUMENS, 120-277V, 4000K, 7-PIN PE RECEPT., GRAY, TOOL-LESS ENTRY, SECONDARY SURGE PROTECTION.		

Subtotal:	\$57,660.00
AZ STATE TAX @ 6.3%	\$3,632.58
PHX CITY TAX @ 2.3%	\$1,326.18

Total Tax:	\$4,958.76
TOTAL:	\$62,618.76

Notes:

POLES TO OLD ADOT STANDARD (1994 AASHTO)



CLARK
Transportation Solutions

20827 N. Cave Creek Rd., Suite 105
Phoenix AZ 85024
Ph: (480) 347-9765 Fax: (480) 284-7628

POLE ESTIMATED LEAD TIME IS 18 WEEKS.

PRICING PER MCDOT CONTRACT 200125-C TRAFFIC SIGNAL POLES USING
CATALOG. PRICING INCLUDES SALES TAX AND FREIGHT.

Quote

Date	Quote #
Jul 7, 2023	14936



TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: Solid Waste
ITEM #: 8.D
SUBJECT: Approval of City Contract No. 2024-052 with Earth Resources Corporation for Processing of Inert Debris & Asphalt Millings Stockpile in the Amount of \$339,476.55. Funding is Budgeted and Available in the Streets and Solid Waste Funds.

ITEM SUMMARY

Approval of this item will award a contract to Earth Resources Corporation for processing of inert debris and asphalt millings located at the City's Transfer Station. Inert debris consists of inorganic rock, concrete, block, brick, and dirt material that is received by self-haulers at the Transfer Station. The Street Maintenance Division receives asphalt millings from internal repair projects and other capital projects throughout the city. Processing this material results in a 1 ¼' inch-minus product that is widely used for various applications including base material preparation for construction projects. It is typically used for numerous internal projects by multiple departments but if there is excess processed material, it is offered to the community at fair market value.

BACKGROUND

Throughout the year, the Solid Waste Division stockpiles inert debris from City job sites and projects at the Transfer Station.

Additionally, approximately 5,000 tons of inert debris are received from customers annually. By charging a lower gate rate of \$35 per ton, the Division offers a low-cost option to landfilling this material that can be reused through crushing.

The materials are stockpiled on site at the Transfer Station until enough tonnage has been collected for processing approximately every other year. By crushing the inert debris onsite, the Division avoids paying approximately \$330,000 for transportation and disposal fees and the material is readily available for use as base material for road stabilization and various construction projects. If there is processed material available after city use, the product may be offered for sale to the public. Past sales revenues have reached approximately \$175,000, which are used to offset the cost of the crushing.

Approximately 26,000 tons of inert debris and asphalt millings are current in the transfer station to be processed.

FINANCIAL IMPACT

Funding is budgeted and available in the Street Maintenance and Solid Waste Funds.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2024-052

ATTACHMENTS

1. Bid_Submittal_ERC

FORM A – SOLICITATION RESPONSE COVER SHEET



Solicitation Response

Crushing of Concrete-Inert Debris Mix and Asphalt Millings Stockpiles

Please note all that apply:

- ☒ Original of Forms A through G
- ☒ Any Addenda (all pages attached and signed)
- ☒ Proposal Guarantee (certified check, cashier's check, or surety bond)

Business Name: Earth Resources Corporation

Business Address: 300 S Latilla Lane, Dewey, AZ 86327

Business Phone: (928) 775-2795

Business Contact: Wyatt Orr

Contact Email: wyatt@ercarizona.com

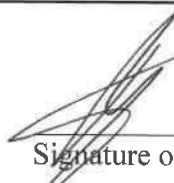
Contractor Comments: _____

FORM B – PRICE SHEET



Crushing of Concrete-Inert Debris Mix and Asphalt Millings Stockpiles

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Estimated Total Cost
1	Price per ton of concrete-inert mix	12,000	ton	\$ 14.00	\$ 168,000.00
2	Price per ton of asphalt millings	14,000	ton	\$ 11.00	\$ 154,000.00
				Estimated Subtotal:	\$ 322,000.00
Contractor shall provide a per ton unit rate which includes the price of all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work to mobilize, set up, and demobilize appropriate equipment to crush the separate stockpiles of concrete-inert material and asphalt millings and rubble into 1¼" minus product, with no exception to size.					
Sales Tax Rate and Amount				8.35 %	\$ 17,476.55
Total Bid Price (per the estimated quantities):					\$ 339,476.55

	7-13-23
Signature of Company Official	Date Signed
President	wyatt@ercarizona.com
Title	Email Address
Earth Resources Corporation	928-775-2795
Company Name	Phone Number
300 S Latilla Lane	
Address	
Dewey, AZ	86327
City / State	Zip Code

FORM C – BID CERTIFICATION



Crushing of Concrete-Inert Debris Mix and Asphalt Millings Stockpiles

Company Name: Earth Resources Corporation

The undersigned Bidder hereby certifies as follows:

C1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum #

Issue Date

One (1)

July 6, 2023

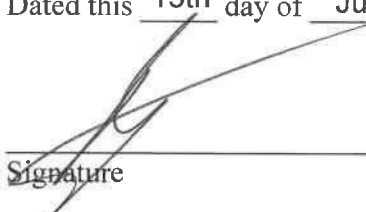
C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment: Attachment – Subcontractor's List

C4 That the Bidder's bid is valid for 90 days.

Dated this 13th day of July 2023.


Signature

928-775-2795

Phone Number

Wyatt Orr

Written Name

wyatt@ercarizona.com

Email Address

FORM D – NON-COLLUSION CERTIFICATE



Crushing of Concrete-Inert Debris Mix and Asphalt Millings Stockpiles

Company Name: Earth Resources Corporation

The undersigned Bidder hereby certifies as follows:

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

Dated this 13th day of July 2023.



Signature

928-775-2795

Phone Number

Wyatt Orr

Written Name

wyatt@ercarizona.com

Email Address

FORM E – CERTIFICATE OF OWNERSHIP



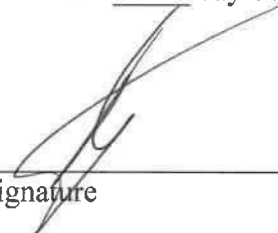
Crushing of Concrete-Inert Debris Mix and Asphalt Millings Stockpiles

Company Name: Earth Resources Corporation

The undersigned Bidder hereby certifies as follows:

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

Dated this 13th day of July 2023.


Signature

928-775-2795

Phone Number

Wyatt Orr
Written Name

wyatt@ercarizona.com
Email Address

FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES



Crushing of Concrete-Inert Debris Mix and Asphalt Millings Stockpiles

Company Name: Earth Resources Corporation

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: Westridge Perserve LLC

Address: 5769 Colinmbine Rd
Prescott, AZ 86305

Contact Person: Tom Deveroux

Phone Number: 928-713-0215

Reference #2

Firm Name: City Of Prescott
Address: 2800 Sundog Ranch Rd
Prescott, AZ 86301
Contact Person: Brian Scott
Phone Number: 928-848-2571

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

- F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this 13th day of June 2023.



Signature

928-775-2795

Phone Number

Wyatt Orr

Written Name

wyatt@ercarizona.com

Email Address

FORM G – SUBCONTRACTORS LIST

Crushing of Concrete-Inert Debris Mix and Asphalt Millings Stockpiles			
Subcontractor Information	Bid Item(s)	Subcontract Amount	% of Total Bid
Name: None Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Total Subcontract Amount and Percentage of Bid	\$		%

**Use additional form(s) if needed*

ADDENDUM NUMBER ONE

FOR THE

Crushing of Concrete-Inert Debris Mix and Asphalt Millings Stockpiles

DATE OF ADDENDUM: July 6, 2023

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

The following addendum shall be made part of the Project Specifications and Contract Documents. All other provisions of the Contract Documents remain unchanged unless listed below. The Bidder shall acknowledge receipt of this Addendum on the applicable page of the Bid Proposal form, in addition to signing below and returning this form with the bid package. The contents of this Addendum shall be given full consideration in the preparation of the Bid.

Contract Document Revisions

The following changes have been made to the Request for Proposal:

A. DESCRIPTION OF WORK – Replace with the following:

The City of Prescott is seeking to retain a service provider that can crush and screen both the existing concrete-inert mix and asphalt millings stockpiles into 1-¼ inch minus as noted in the project scope of services. The estimated tons of materials that require crushing and screening are:

- Concrete-inert mix: ±12,000 tons
- Asphalt millings and rubble: ±14,000 tons

Over-sized materials shall be hammered or otherwise reduced in size to fit in the crushing machine.

Material containing steel reinforcement shall be hammered or steel otherwise separated from the concrete. Steel reinforcement shall become the property of the Contractor.

Crushed material shall be neatly stockpiled at the crushing site.

Crushed material shall remain the property of the City of Prescott.

The Contractor shall provide their own toilet facility at the crushing site.

II. Submittal Requirements

Delete the following: in addition to having all credentials required to conduct plan review and building inspection services under the International Codes.

A. Proposal Requirements

In addition to the form requirements include:

- Proposal Guarantee (certified check, cashier's check, or surety bond)
- Addendum Acknowledgement (include all pages of addendum)

Replace verbiage in Section III. subsection B. City's Standard General Services Agreement with the Construction Contract.

- Payment and Performance Bonds will be needed for this project.

Fully Replace III. subsection C. Basic Insurance requirements with the Construction Insurance Requirements attached.

IV. Term of Contract

Replace with the following: The initial term of the contract shall be for ninety (90) days.

Add the following:

103.10 COMMENCEMENT

The Contractor shall commence work on or before the tenth calendar day after receiving the Notice to Proceed and shall complete all work under the contract within the period of time specified. The City reserves the right to issue Notice to Proceed at any time between 0 and 60 days after contract award. Notice to Proceed will be issued not later than 60 calendar days after the contract has been awarded unless otherwise agreed upon in writing, or as may be specified in the special provisions. In addition, the Contractor shall not commence work until all required documents, bonds, plans and schedules have been received and approved by the City. These submittals will not affect the issuance of Notice to Proceed by the City.

Add the following:

104.1.3 Water Supply

(A) The Contractor shall supply adequate, pure, cool drinking water with individual drinking cups for the use of employees on the project. The quality of drinking water shall meet the requirements specified by the Arizona State Department of Health.

(B) It shall be the responsibility of the Contractor to provide and maintain, at the Contractor's own expense, a supply of water sufficient for the needs of the project and to install and maintain necessary supply connections and piping for the same. Before final acceptance of the completed project, all temporary connections and piping installed by the Contractor shall be removed.

(C) The Contractor shall apply for a fire hydrant meter for all construction water used if the Contractor desires to obtain water from the City distribution system at any point. All contractors requesting construction water from the City must submit an application for a construction water meter to the Water Distribution Department. A \$1,000 deposit will be required for hydrant meters. If construction water, use occurs during the months of May through September the Contractor shall also include a dust abatement program. Potable water may not be allowed for dust abatement during these months. Potable water can be used to process embankment fill and base materials year-round. However, contractors are encouraged to use treated effluent for construction activities. The City has two outlets for effluent, the Sundog Wastewater Treatment Plant and the Airport Wastewater Treatment Plant. The City will provide metered standpipes for effluent at both plants. The Contractor will be required to estimate daily and total

potable/effluent water usage for the project as identified on the application for a construction water meter. The Contractor will be responsible for all costs associated with obtaining and delivering construction water.

Remove and Replace the Full General Services Contract with the Construction Contract.

Remove and Replace Forms A - G for page numbering and the following revisions:

Form B – Price Sheet Revisions

Form B Revisions – Price Sheet with the revised Price Sheet attached to this Addendum 1, which supersedes and replaces previous Form B – Price Sheet issued for this project. Below is a summary of the changes.

- Updated quantity of concrete -inert mix to 12,000 ton
- Updated quantity of asphalt concrete millings pile to 14,000 ton

Form C Bid Certification

Form C Revisions – Bid Certification with the revised Bid Certification attached to this Addendum 1, which supersedes and replaces previous Form C – Bid Certification issued for this project.

Add the City of Prescott Supplement to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction.

- END -

City of Prescott Public Works Department

**Janet
Ramsay**

Digitally signed by Janet Ramsay
DN: cn=Janet Ramsay, c=US, o=City
of Prescott, ou=Public Works,
email=janet.ramsay@prescott-az.gov
Date: 2023.07.06 15:14:09 -0700

Janet Ramsey, Deputy Public Works Director

7/6/2023

Date

Acknowledgement:

(Must be signed and turned in with the bid documents, all pages, and attachments)

Earth Resources Corporation
Company Name


Signature of Company Official

7-13-23
Date

ARIZONA STATUTORY BID BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Earth Resources Corporation
(hereinafter "Principal"), as Principal and Old Republic Surety Company
hereinafter "Surety"), a corporation organized and existing under the laws of the State Wisconsin
with its principal offices in the City Brookfield holding a
certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance
pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Prescott
(hereinafter "Obligee"), in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by
Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for:

Crushing of Concrete-Inert Debris Mix and Asphalt Millings Stockpiles

NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications or Contract Documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 13th of July 2023.

Earth Resources Corporation
PRINCIPAL SEAL

By: _____

Title: Wyatt Orr, President

Old Republic Surety Company
SURETY SEAL

By: _____

Jennifer Castillo, Attorney-in-Fact

AGENCY OF RECORD
Constructors Bonding, Inc.
AGENCY ADDRESS
7220 N 16th Street, Bldg K
Phoenix, AZ 85020



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

David J. McKee, Joseph A. Clarken III, Jennifer Castillo, Melanie Ankeney,

Patrick R. Hedges, Chrystal Hedges of Phoenix, AZ

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of March, 2020

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of March, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

52 5542



Signed and sealed at the City of Brookfield, WI this 13th day of July, 2023

Karen J. Haffner
Asst. Secy

ORSC 22262 (3-06)

CONSTRUCTORS BONDING, INC.



TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: Public Works
ITEM #: 8.E
SUBJECT: Approval of City Contract No. 2024-065 with PSI Water Technologies for the Purchase of Replacement Chlorine Generator Cells at the City's Airport Water Reclamation Facility in the Amount of \$67,433.90. Funding is Budgeted and Available in the Wastewater Fund.

ITEM SUMMARY

This item is to award City Contract No. 2024-065 to PSI Water Technologies for the purchase of replacement chlorine generator cells at Airport WRF.

BACKGROUND

The City's Airport Water Reclamation Facility utilizes an Onsite Chlorine Generation System to produce a 0.8% bleach for disinfecting the final effluent. The generation system utilizes electrolytic cells similar to an automotive battery to convert a salt brine solution to bleach. The cells require replacement just like an automotive battery would at the end of its service life. There are two chlorine generators and this procurement will replace the five cells in one of the units.

FINANCIAL IMPACT

Funding is budgeted in FY24 and is available in the Wastewater Fund.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2024-065

ATTACHMENTS

1. PSI Water Technologies_Quote_Procurement Exception, Tax Exempt

Procurement Exception Form

Request for Exception to the Competitive Procurement Process

Requestor's Name	Department/Division	Phone Number	Date
Scott Gregorio	Public Works/WWT	Ext. 5127	2023.07.31
Type of Exception			
☐ Professional or Specialized Service Section 1-27-16 of the Procurement Code	☐ Emergency Procurement Section 1-27-11 of the Procurement Code	☒ Sole Source Procurement Section 1-27-10 of the Procurement Code	☒ Brand (OEM Required)
☐ Situation where solicitation of bids or proposal would be impractical, unavailing, or impossible. Reasoning for utilizing Higher quotes or only two quotes available. ☐ Other (specify):			
Description of Goods or Services to be Purchased			
Replacement electrolytic cells 0000-MC0521-AB Cell, Nova, 100 PPD direct replacement for PSI On-site Sodium Hypochlorite Generators at Airport WRF.			
Document why there is an exception for the required material or service, including : - Why no other type of material or service will satisfy the needed of the City; and - Why a specific material or service must be purchased to the exclusion of others; and - What were the specific efforts made to determine the availability of any other source.			
PSI Water Technologies is the Nova Cell source supplier of these cells. The cells are specific to PSI Water Technologies equipment. Research to find an after market supplier was unsuccessful.			
Financial Information			
Estimated Cost:	Organization:	Object:	Project:
\$ 67,433.90	7205855	8320	
Vendor Information			
Vendor Name:	PSI Water Technologies		
Vendor Number:	5214	Phone:	(408) 819-3242
Contact:	Vanessa Tostado	Fax:	(408) 866-4660
Address	1901 West Garden Road, Vineland, NJ 08360		
Email:	VTostado@cleanwater1.com	Website:	www.cleanwater1.com
Review and Approval			
Department Head:	Gwen Rowitsch Digitally signed by Gwen Rowitsch Date: 2023.08.03 16:54:23 -07'00'	Date:	
Purchasing Manager:	Melissa Busby Digitally signed by Melissa Busby DN: cn=Melissa Busby, c=US, o=City of Prescott, ou=Purchasing Manager, email=melissa.busby@prescott-az.gov Date: 2023.08.04 09:05:45 -07'00'	Date:	

PSI WATER TECHNOLOGIES

A cleanwater1 Company

Quote

PSI Water Technologies, Inc.
1901 West Garden Road
Vineland NJ 08360

Tel: (408) 370-6540
Fax: (408) 866-4660

Date	Quote
7/18/2023	QTE0005239

Bill To:

City of Prescott
201 South Cortez
Prescott AZ 86303

(928) 777-1100
(000) 000-0000

Ship To:

City of Prescott, Airport WRF
ATT: Will Bodine 928-710-6455
2800 Melville Rd.
Prescott AZ 86301

Notes

Quote valid for 30 days
Estimated Shipping cost included
Lead time 8-12 weeks

Customer Phone		Customer Fax	PO No.	Shipping Method	Terms	Due Date	Req Ship Date	Rep
(928) 777-1100		(000) 000-0000	TBD	FEDEX	Net 30			
Item #	QTY	Item Number	Description			Unit Price	Ext. Price	
1	5	0000-MC0521-AB	CELL, NOVA, 100 PPD			\$13,393.57	\$66,967.85	

E-mail	Web Site
info@cleanwater1.com	www.cleanwater1.com

Purchases are subject to PSI Water Technologies, Inc. Terms and Conditions.
Please note all credit card transactions are subject to a 3.0 % processing fee.

Subtotal	\$66,967.85
Rep Discount	\$0.00
Tax	\$0.00
Freight	\$466.05
Total	\$67,433.90

PARTS AND SERVICES

TERMS AND CONDITIONS

1. Applicable Terms. These Parts and Services Terms and Conditions (the "Terms") apply to the purchase and sale of the services described in Seller's Proposal (the "Proposal") with which this document is provided (including any parts or other materials specified therein or otherwise purchased in connection therewith (the "Parts", and, together with such services, the "Services"). Acceptance of the Proposal is expressly conditioned on Buyer's assent to these Terms. If the Services are performed on equipment previously furnished by Seller, nothing in the Proposal shall modify the contract pursuant to which such equipment was previously furnished. The Proposal, together with these Terms, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") related to the Services, superseding all prior communications and negotiations regarding the subject matter. Seller objects to any different or additional terms contained in any purchase order or other document issued by Buyer (including any technical specifications), unless any such Buyer document is separately signed by an authorized officer of Seller.
2. Payment and Labor Rates. Invoices will be issued to Buyer as the Services are performed or Parts are shipped. Invoices are due and payable 30 days from the date of the invoice. Buyer will be charged 1½% interest per month, compounded monthly, on all amounts not received by the due date. Unless expressly otherwise stated in the Proposal, the purchase price set forth in the Order Summary is based on Seller's wage rates as currently in effect. If Seller is required to pay prevailing wages to its employees providing the Services, any additional payroll expense incurred by Seller will be added to the purchase price as set forth in the Proposal.
3. Schedule. The schedule for performance of the Services and delivery of Parts will be mutually agreed upon; provided that Services cannot be commenced on fewer than seven business days' advance notice unless otherwise stated in the Proposal.
4. Delivery and Acceptance. Parts shall be delivered F.O.B. Seller's point of shipment unless otherwise indicated in the Proposal. All delivery dates are estimated. Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. Buyer will have five days from the date Buyer receives any Parts to inspect and reject such Parts for apparent defects and nonconformance, after which Buyer will be deemed to have irrevocably accepted the Parts; provided that Buyer retains all warranty rights as set forth in Section 9 below.
5. Returns. Buyer may return Parts only with Seller's prior written approval. Any authorized return will be subject to payment of a restocking charge equal to 25% of the price and will be allowed only if the applicable Part is in new condition and suitable for resale. Returns will be shipped F.O.B. Seller's location.
6. Taxes. The amount of any sales, excise or other taxes, duties or governmental charges (collectively, "Taxes"), if any, applicable to the sale, delivery, consumption or use of the Services will be added to the purchase price and will be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the Taxing authorities. Any such Taxes which Seller may be required to pay or collect under any existing or future law will be for the account of the Buyer, who will promptly pay the amount thereof to Seller upon demand.
7. Seller's Responsibilities. Seller will perform the Services in accordance with the Agreement. Seller will purchase and maintain liability insurance to protect it from claims under workers' compensation acts and other employee benefit acts, claims for damage because of bodily injury, including death, and from claims for damages to property, other than to the work itself, which may arise out of or result from Seller's performance of the Services. Seller will provide a certificate of insurance to Buyer upon request. Seller will cause its employees to abide by the safety precautions established by Buyer in connection with the work and communicated to Seller by Buyer.

8. Buyer's Responsibilities. Buyer will be responsible for all general site safety precautions in connection with the performance of the Services including any required safety barricades. Buyer will provide Seller access to the jobsite, any equipment, information, and all other areas reasonably required for the proper performance of the Services. Buyer will acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings where the work site is located, including those required for the performance by both Seller and Buyer of their respective obligations under the Agreement. All costs and expenses involved in the performance of the obligations under this Section 8 will be the responsibility of Buyer.

9. Warranty.

(a). Seller warrants that its services will be performed in a workmanlike manner by properly trained and qualified employees, using due care and diligence (the "Service Warranty"). The Service Warranty will continue for a period of six (6) months from the date of such services. As the sole remedy for breach of the Services Warranty, Seller will reperform the subject services at Seller's own expense; provided that Buyer provides Seller access to the jobsite, information and equipment as required for Seller to verify the claimed breach and to reperform the subject services.

(b) Seller warrants that all Parts will be free from defects in material and workmanship for 12 months from initial operation or 18 months from shipment, whichever is earlier (the "Parts Warranty" and together with the Service Warranty, the "Warranties"). The Parts Warranty does not cover ordinary wear and tear. As the sole remedy for breach of the Parts Warranty, Seller will, at Seller's sole option, repair or replace the applicable Part or component F.O.B. Buyer's facility free of charge. The warranty on repaired or replaced Parts is limited to the remainder of the original Parts Warranty period. Buyer shall be responsible for (x) any labor required to gain access to the Parts or component or so that Seller can assess the available remedies; and (y) all costs of installation of repaired or replacement Parts or components.

(c) The Warranties are conditioned on (i) the applicable Part being stored, installed, started up, operated and maintained in accordance with Seller's instructions; (ii) no repairs, modifications or alterations being made to the applicable Part other than by Seller or its authorized representatives; (iii) Buyer providing prompt written notice of any warranty claims within the applicable warranty period; (iv) Seller's verification of the claimed breach of warranty; (v) Buyer not being in default of any payment obligation to Seller; and (vi) at Seller's discretion, Buyer either removing and shipping the applicable Part or non-conforming component thereof to Seller, at Buyer's expense, or Buyer granting Seller access to the applicable Part at all reasonable times and locations to assess the warranty claims.

(d) THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE SERVICES AND PARTS FURNISHED HEREUNDER AND ARE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 11 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND WITH RESPECT THERETO, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

10. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, delays of carriers, failure of normal sources of supply, fire, accident, epidemic or other public health crisis, war or civil disturbance, act of government or any other cause beyond Seller's reasonable control.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME IN CONNECTION WITH THIS TRANSACTION OR THE SERVICES OR PARTS SHALL NOT EXCEED THE PRICE PAID THEREFOR. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON

CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO IT.

12. Remedies of Seller. Buyer's failure to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein will constitute an event of default which will enable Seller, at its option, and without liability to Buyer, to cancel any unexecuted portion of the Services to be provided under this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the period provided therein. All rights and remedies of Seller herein are in addition to, and will not exclude, any rights or remedies that Seller may have at law or in equity. Seller's election of any remedy or remedies in the event of a default by Buyer will not preclude Seller from exercising any other remedy or remedies available to Seller for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection costs, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 2.

13. Equal Employment Opportunity. Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws are incorporated herein by reference.

14. Export Compliance. Buyer shall not at any time directly or indirectly use, export, transfer, or otherwise dispose of the Parts in a manner that will result in non-compliance with applicable export laws and regulations. Buyer will indemnify and hold Seller harmless from all costs, liabilities, penalties, sanctions and fines related to any such non-compliance.

15. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants means "including without limitation" and its variants. No course of dealing or performance, usage of trade or failure to enforce any term will be used to modify this Agreement. If any of these Terms is unenforceable, such Term will be limited only to the extent necessary to make it enforceable, and all other Terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BUYER WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY.

**Arizona Form
5000****Transaction Privilege Tax Exemption Certificate**

- Do not use Form 5000 to claim sale for resale. Use Form 5000A.
- Do not use Form 5000 if you are a non-TPT licensed contractor. Use Form 5000M.

This Certificate is prescribed by the Department of Revenue pursuant to A.R.S. § 42-5009. The purpose of the Certificate is to document and establish a basis for state and city tax deductions or exemptions. It is to be filled out completely by the purchaser and furnished to the vendor at the time of the sale. The vendor shall retain this Certificate for single transactions or for the specified period as indicated below. Incomplete Certificates are not considered to be accepted in good faith. Only one category of exemption may be claimed on a Certificate.

A. Purchaser's Name and Address:			B. Check Applicable Box:	
Purchaser's Name City of Prescott			☐ Single Transaction Certificate	
Address 201 South Cortez			☒ Period From 01/01/2023 Through 12/31/2023 (You must choose specific dates for which the certificate will be valid. You are encouraged not to exceed a 12 month period. However, a certificate will be considered to be accepted in good faith for a period not to exceed 48 months if the vendor has documentation the TPT license is valid for each calendar year covered in the certificate.)	
City Prescott	State AZ	ZIP Code 86303		
Purchaser's Email (Optional)			Purchaser's Telephone Number (Optional)	
Vendor's Name PSI Water Technologies, Inc				

C. Choose one transaction type per Certificate:	
☒ Transactions with a Business	☐ Transactions with Native Americans, Native American Businesses and Tribal Governments (See reason #14.)
Arizona Transaction Privilege Tax (TPT) License Number 13039545	Tribal Business License Number OR Tribal Number 1
SSN / EIN 86-6000257	Name of Tribe Tribal Government ☐
Other Tax License Number	☐ Transactions with a U.S. Government entity (See reasons #9 and #10.)
If no license, provide reason:	☐ Transaction with a Foreign Diplomat (See reason #15.)
Precise Nature of Purchaser's Business	

D. Reason for Exemption:
Check the box indicating one of the more common exemptions provided below, or use Box 16 or 17 to cite the appropriate authority for another exemption (deduction). Refer to www.azdor.gov/Forms/TransactionPrivilegeTax.aspx for a complete list of state and city exemptions (deductions) and the business classes (codes) under which the deductions apply.
☐ 1. Tangible personal property to be leased or rented in the ordinary course of the purchaser's licensed business.
☐ 2. Tangible personal property to be incorporated into a taxable contracting project, or a maintenance, repair, replacement or alteration project.
☐ 3. Food, drink, or condiments purchased by a restaurant business.
☐ 4. Pipes or valves four inches in diameter or greater to be used for transportation of oil, natural gas, artificial gas, water or coal slurry.
☐ 5. Railroad rolling stock, rails, ties, and signal control equipment.
☒ 6. Machinery and equipment sold or leased and used directly in the following business activities: ☒ Manufacturing, processing or fabricating. ☐ Job printing. ☐ Refining or metallurgical operations. ☐ Extraction of ores or minerals from the earth for commercial purposes. ☐ Extraction of, or drilling for, oil or gas from the earth for commercial purposes.
☐ 7. Income Producing Capital Equipment to be leased. NOTE: Cities only - See M.C.T.C. 110 for definitions.
☐ 8. Food, drink or condiments for consumption within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.
☐ 9. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer. (Retail, personal property rental and mining classifications only.)
☐ 10. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies. (Retail classification only.)

Continued on page 2 →

Your Name (as shown on page 1) City of Prescott	Arizona Transaction Privilege Tax License Number 13039545
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☐ 11. Electricity, natural gas or liquefied petroleum gas sold to a qualified manufacturing or smelting business. A manufacturing or smelting business that claims this exemption authorizes the release by the vendor of the information required to be provided to the Department of Revenue pursuant to A.R.S. § 42-5063(C)(6). **NOTE:** It is recommended that the purchaser attach the worksheet from the Transaction Privilege Procedure (TPP 18-1). (Utilities classification only.) (Not available for all Cities.)

☐ 12. Electricity or natural gas to a business that operates an international operations center in this state and that is certified by the Arizona Commerce Authority. **NOTE:** Certification must be attached. (Utilities classification only.) (Not available for all Cities.)

☐ 13. Computer data center equipment sold to the owner, operator or qualified colocation tenant of a computer data center that is certified by the Arizona Commerce Authority pursuant to A.R.S. § 41-1519. **NOTE:** Equipment must qualify and certification must be attached.

☐ 14. Sale or lease of tangible personal property to affiliated Native Americans if the order is placed from and delivered to the reservation. **NOTE:** The vendor shall retain adequate documentation to substantiate the transaction.

☐ 15. Foreign diplomat. **NOTE:** Limited to authorization on the U.S. Department of State Diplomatic Tax Exemption Card. The vendor shall retain a copy of the U.S. Department of State Diplomatic Tax Exemption Card and any other documentation issued by the U.S. Department of State. Motor vehicle purchases or leases must be pre-authorized by the Office of Foreign Missions ("OFM"). See "Vehicle Tax Exemption" at www.state.gov/ofm/tax/

☐ 16. *Other Deduction: Cite the Arizona Revised Statutes authority for the deduction. A.R.S. § _____
Description: _____

☐ 17. *Other Cities Deduction: Cite the Model City Tax Code authority for the deduction. M.C.T.C. § _____
Description: _____

*Refer to [www.azdor.gov/TransactionPrivilegeTax\(TPT\)/RatesandDeductionCodes.aspx](http://www.azdor.gov/TransactionPrivilegeTax(TPT)/RatesandDeductionCodes.aspx) for a complete list of state and city exemptions (deductions) and the business classes (codes) under which the deductions apply.

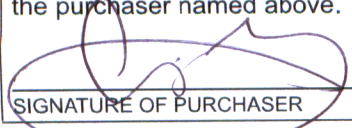
E. Describe the tangible personal property or service purchased or leased and its use below.
(Use additional pages if needed.)

Machinery, or equipment used directly in processing wastewater.

F. Certification

A vendor that has reason to believe that this Certificate is not accurate or complete will not be relieved of the burden of proving entitlement to the exemption. A vendor that accepts a Certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the Certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the vendor would have been required to pay if the vendor had not accepted the Certificate. Misuse of this Certificate will subject the purchaser to payment of the A.R.S. § 42-5009 amount equal to any tax, penalty or interest. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to A.R.S. § 42-1127(B).

I, (print full name) Erin Mackey for City of Prescott, hereby certify that these transactions are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing or leasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

 SIGNATURE OF PURCHASER	07/17/23 DATE	Tax Compliance Analyst TITLE
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TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: Airport
ITEM #: 8.F
SUBJECT: Approval of City Contract No. 2022-168A13, an Amendment to City Contract No. 2022-168 with Dibble for Planning & Environmental Services - Land Acquisition Support Services (Appraisals) in the Vicinity of Prescott Regional Airport - Ernest A. Love Field in an Amount not to Exceed \$38,221.00. Funding was Not Previously Budgeted But is Available in the Airport Fund.

ITEM SUMMARY

This item is to amend City Contract 2022-168 (Planning and Environmental Services with Dibble) to perform additional land acquisition services near Prescott Regional Airport. Initially, City Contract 2022-167A7 was approved on September 13, 2022 and City Contract 2022-167A11 was approved on February 14, 2023, for land acquisition services in the airport area. However, due to changes in scope over the past several months, additional services have become necessary. Funding is available from the Airport Fund.

BACKGROUND

The City of Prescott is exploring the potential of land acquisition near Prescott Regional Airport for several purposes, including protecting the existing approach to the airport, promoting community safety and compatible land use, and supporting the continued growth and development of the airport. This action allows the opportunity for future Airport development and aligns with Federal grant assurances (contractual obligations) relating to hazard mitigation and assuring compatible land use near the Airport.

On September 13, 2022, City Council approved contract amendment 2022-168A7, to allow Dibble to provide Land Acquisition Support Services to assist the City with the processes necessary to acquire land in accordance with Federal Aviation Administration (FAA) guidelines. On February 14, 2023, City Council approved contract amendment 2022-168A11, due to changes in parcel sizes and selection during the negotiation process. Both 2022-168A7 and 2022-168A11 allow Dibble (and its appraisal subconsultants) to perform several required tasks relating to potential land acquisition, including: project management, appraisal coordination, initial (phase 1) environmental assessments, plan and map updates, grant application(s), and a closeout report.

In the time that has transpired since the approvals of 2022-168A7 and 2022-168A11, the City has continued to be engaged in negotiations with stakeholders relating to the potential acquisitions. As a result of these negotiations, the assortment of desired parcels in the area referred to as "North Ranch" has evolved. This action reflects an evolution in land holder negotiations and associated (potential) land to be acquired.

FINANCIAL IMPACT

This project is not budgeted, but with delays in other projects, budget appropriation is available in the Airport Fund.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2022-168A13

ATTACHMENTS

1. 7-24-23 Land Acquisition Contract Amendment 13



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

July 24, 2023

Robin Sobotta, PhD, AAE
Prescott Regional Airport
Ernest A. Love Field
6546 Crystal Lane
Prescott AZ 86301

RE: **AIRPORT PLANNING & ENVIRONMENTAL SERVICES PROPOSAL**
City of Prescott Contract No: 2022-168
City of Prescott Account No: 22031
Authorization of Services No: TBD
PRC – Land Acquisition Support Services
Contract Amendment 13

Dear Dr. Sobotta,

The Prescott Regional Airport – Ernest A. Love Field (PRC or Airport) and the City of Prescott (City) have identified land that should be acquired to protect the existing approaches to the Airport, promote compatible land use and support of the continued growth and development of the Airport. Dibble has been requested to provide Land Acquisition Support Services in support of the City to acquire land in accordance with Federal Aviation Administration (FAA) guidelines.

Contract Amendment No. Seven (7) for Land Acquisition Support Services was executed by the City on September 28, 2022, and Contract Amendment No. Eleven (11) for Additional Land Acquisition Support Services was executed by the City on February 17, 2023. The City and PRC have requested the area known as the “North Ranch” have new fair market appraisals prepared in accordance with **Figure 1** (attached). Appraisal reports will be structured as follows:

- Appraisal Report #1: Acquire Portions of Parcels LD28, LD29, LD30 & CDC7. No other parcels to be acquired.

Therefore, Dibble has prepared a **contract amendment** scope of work and fee proposal to assist the City with the acquisition process. We have prepared a scope of work describing our proposed services along with a fee proposal for your review and approval. Dibble’s total lump sum fee per the attached scope of work is:

Professional Services:

Dibble	\$ 7,721.00
Southwest Appraisal Associates Inc.....	\$11,500.00
Appraisal Technology Inc.....	\$14,000.00
Dennis Lopez & Associates.....	<u>\$ 5,000.00</u>
Total fee \$ 38,221.00	

We look forward to working with you on this important project. If you need additional information or have questions, please do not hesitate to call us at 602-957-1155.

Sincerely,

A handwritten signature in blue ink, appearing to be 'C. McDermott', with a stylized, cursive script.

Charlie McDermott, LEED AP
Aviation Planning Manager
Airport Development

A handwritten signature in blue ink, appearing to be 'J. Bass', with a long, horizontal, sweeping line extending to the right.

Jared Bass, P.E.
Vice President
Airport Development – Sr. Project Manager

Prescott Regional Airport – Ernest A. Love Field
Scope of Work
Land Acquisition Support Services
Contract Amendment No. 13

The Prescott Regional Airport – Ernest A. Love Field (PRC) and the City of Prescott (City) have identified land that should be acquired to protect the existing approaches to the Airport, promote compatible land use and support of the continued growth and development of the Airport. Dibble has been requested to provide Land Acquisition Support Services in support of the City to acquire land in accordance with Federal Aviation Administration (FAA) guidelines. The land proposed to be acquired is shown on the recently updated and approved by FAA (June 2022) PRC Airport Layout Plan (ALP).

The City and PRC have requested the area known as the “North Ranch” have new fair market appraisals prepared in accordance with **Figure 1** (attached). Appraisal reports will be structured as follows:

- Appraisal Report #1: Acquire Portions of Parcels LD28, LD29, LD30 & CDC7. No other parcels to be acquired.

The parcels will be reevaluated for the same effective date of value as the other reports: January 2023. Each acquisition will be analyzed value before the acquisition, for severance damages, and for any special benefits.

Therefore, Contract Modification No. 3 revises the takings. The revised takings will result in revised appraisals, review appraisals, and coordination to allow the City to progress with the acquisition of the parcels. The following scope of work represents the additional work associated with the change.

SCOPE OF WORK

ELEMENT 1: PROJECT MANAGEMENT AND ADMINISTRATION

Task 1.1 - Provide overall project management and coordination of the land acquisition process as described herein. Dibble will also coordinate the deliverables and activities of the appraisers contracted under this proposal. Dibble will also coordinate with the airport and the City’s legal staff addressing questions.

ELEMENT 2 – APPRAISAL COORDINATION

Task 2.1 – Appraisal Coordination

Dibble will prepare the necessary proposed taking map to represent the final acquisition.

Dibble will assist PRC in providing relevant information to the appraisers, such as parcel IDs, Phase 1 - Environmental Site Assessments, approved ALP, Airport Impact Zone maps, and other readily available information they may request.

Dibble will address questions from the appraisers about any known encumbrances and other restrictions (airspace, land use, etc.) on the lands to be acquired. Dibble will also provide appraisers (as requested) with the approximate acreage of all known encumbrances or other restrictions on each parcel. The approximate acreages computed by Dibble **will not be the result of an actual survey**, rather the approximate acreages will be computed from readily available information provided by the City. All property information will be from the Yavapai County Interactive Map. Dibble shall not be held responsible for the accuracy of any information found on the County's interactive map.

Schedule: Appraisal reports anticipated to be delivered beginning six weeks after written notice to proceed and completed within nine weeks. Review appraisal opinions will follow within one to two weeks.

Attachments:

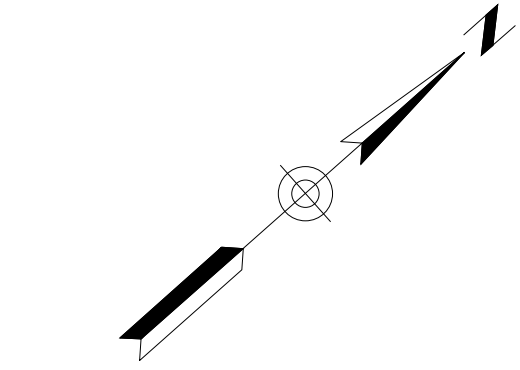
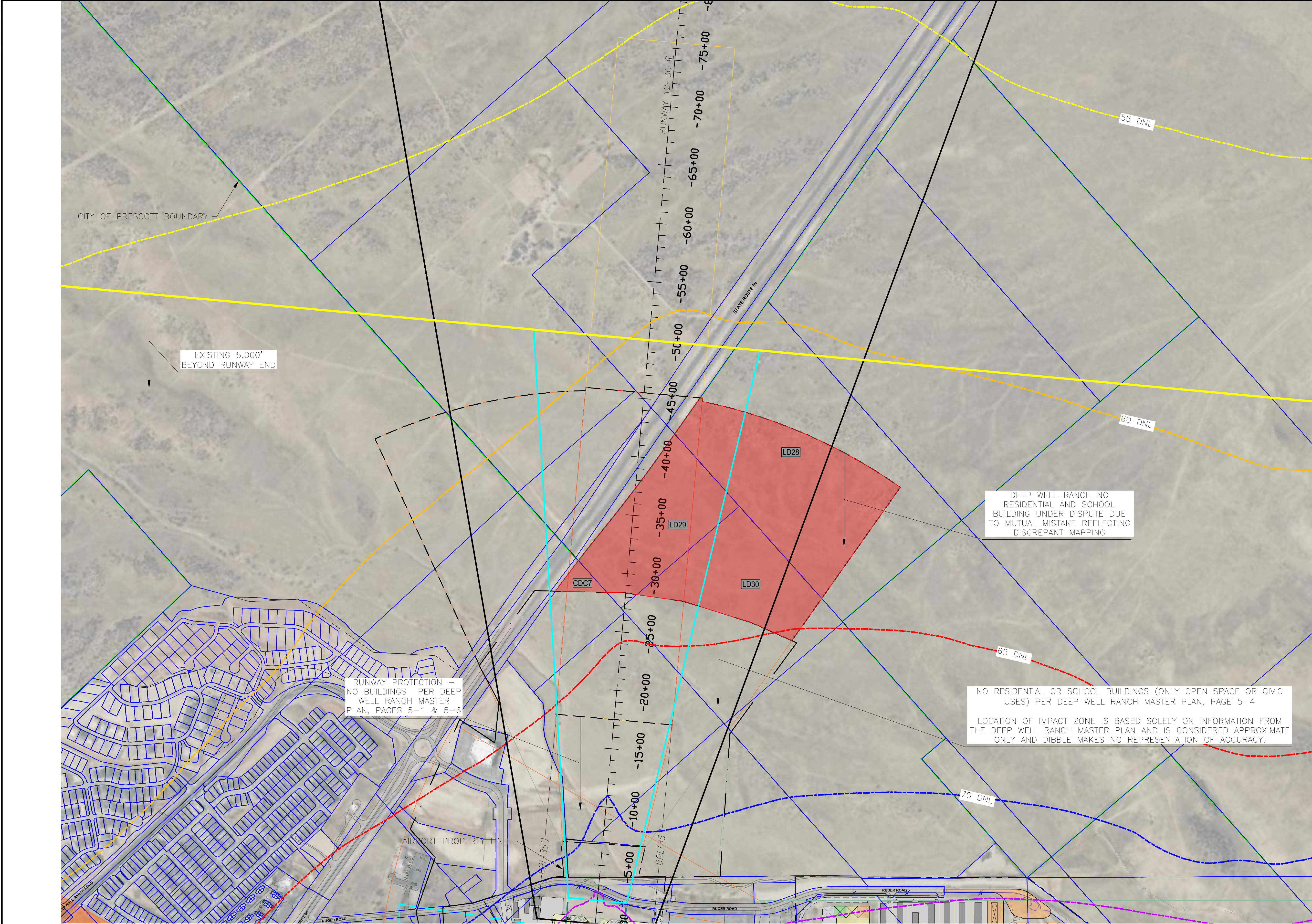
Southwest Appraisal Associates Inc proposal dated July 19, 2023

Appraisal Technology Inc proposal dated July 24, 2023

Dennis Lopez & Associates proposal dated July 19, 2023

END OF SCOPE OF WORK

Revised Taking Map
Dated July 18, 2023
Contract Amendment 13



PROPOSED LAND ACQUISITION	
FEE TAKING	
YAVAPAI COUNTY PARCELS	

AIRPORT IMPACT ZONES	
ZONE 1	
ZONE 2	
ZONE 3	
ZONE 4	
ZONE 5	

NOISE CONTOURS	
55 DNL	
60 DNL	
65 DNL	
70 DNL	
75 DNL	

LAND PROJECT REQUIREMENTS	
EXISTING APPROACH SURFACE - 5000' BEYOND RUNWAY END	
DEPARTURE SURFACE	

PROPOSED FEE TAKING LAND ACQUISITIONS					
REF. NO.	PARCEL ID	REPUTED OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED	FAA AIP ELIGIBLE
CDC7	102-04-001V	CDC PRESCOTT LLC	11.25	1.34	Y
LD28	102-01-231B	CDC PRESCOTT LLC	71.15	34.63	Y
LD29	102-01-002D	CDC PRESCOTT LLC	20.73	20.34	Y
LD30	102-01-002A	CDC PRESCOTT LLC	40	19.39	Y

NOTE
THE ACREAGE ON THIS MAP IS FROM THE YAVAPAI COUNTY INTERACTIVE MAP AND IS CONSIDERED APPROXIMATE ONLY.

SOURCES
HMMH: "PRC_2021_TOWERCOUNTSOPS", DATE RECEIVED AUGUST 3, 2022.
YAVAPAI COUNTY INTERACTIVE MAP: PARCEL INFORMATION, DATE RECEIVED DECEMBER 16, 2022.
DELTA CONSULTANTS, INC.: "PRC 16083 ALP MASTER PLANS", DATE RECEIVED MAY 5, 2020.

RUNWAY 12 APPROACH
LAND ACQUISITION PHASE 1

PRESCOTT REGIONAL AIRPORT
PRESCOTT, ARIZONA

DIBBLE

DRAWN BY:

CHECKED BY:

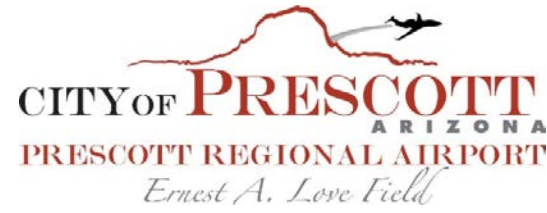
SCALE: 1"=400'

DATE: JULY 18, 2023

FIGURE

1

Firm: **Dibble**
 On-Call Planning & Environmental
 Project: **Land Acquisition Support Services**
Contract Amendment 13
 Prescott Regional Airport
 Date: 7/24/2023



Contract Number: 2022-168
 Project Number: 1022069.03
 Task Number: TBD
 Amendment Number: TBD
 FAA AIP Number TBD
 ADOT Number TBD

Summary

Dibble

Subs

Total

A. PLANNING PHASE SERVICES

1. Planning Phase Services

- 1 Dibble.....
- 2 Dibble Direct Expenses
- 3 Southwest Appraisal Associates Inc.....
- 4 Appraisal Technology Inc.....
- 5 Dennis Lopez & Associates.....

\$7,721.00	-	\$7,721.00
\$0.00	-	\$0.00
	\$11,500.00	
	\$14,000.00	
	\$5,000.00	

-

TOTAL.....

\$7,721.00 \$30,500.00 \$38,221.00

Firm: Dibble
On-Call Planning & Environmental
Project: Land Acquisition Support Services
Contract Amendment 13
Prescott Regional Airport
Date: 7/24/23

Contract Number: 2022-168
Project Number: 1022069.03
Task Number: TBD
Amendment Number: TBD



DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE

Classification	Labor hours	2023 Billing Rate	Total Costs	
1 Principal Engineer	1	\$245.00	\$245.00	
2 Senior Project Manager	28	\$225.00	\$6,300.00	
3 Senior Planner	0	\$215.00	\$0.00	
4 Senior Engineer	0	\$205.00	\$0.00	
5 Project Manager	0	\$205.00	\$0.00	
6 Project Engineer	0	\$172.00	\$0.00	
7 Planner	0	\$170.00	\$0.00	
8 Senior Designer	8	\$147.00	\$1,176.00	
9 Admin. Assistant	0	\$85.00	\$0.00	

Total 37 hrs

a. Total Labor..... \$7,721.00

ALLOWANCE FOR DIRECT COSTS AND SUBCONSULTANTS

Item	Cost	
1 Dibble Direct Expenses	\$ 0.00	Cost
2 Southwest Appraisal Associates Inc.....	\$ 11,500.00	Lump Sum
3 Appraisal Technology Inc.....	\$ 14,000.00	Lump Sum
4 Dennis Lopez & Associates.....	\$ 5,000.00	Lump Sum

f. Sub-Total Allowances for Direct Costs..... **\$30,500.00**

TOTAL FEE

h. Total Estimated Cost..... \$38,221.00

Firm: **Dibble**
On-Call Planning & Environmental
Project: **Land Acquisition Support Services**
Contract Amendment 13
Prescott Regional Airport
Date: 7/24/2023



Contract Number: 2022-168
Project Number: 1022069.03
Task Number: TBD
Amendment Number: TBD

ESTIMATED LABOR HOURS										
TASK	Principal Engineer	Senior Project Manager	Senior Planner	Senior Engineer	Project Manager	Project Engineer	Planner	Senior Designer	Admin Assistant	TOTAL HOURS
1.0 Project Management										
1.1 Project Management and Admin	1	8								9
1.2 Meetings with FAA, State and land owners										0
1.3 Council Briefings and meetings										0
1.4 Project Reporting										0
1.5 Acquisition Tracking Summary		4								4
2.0 Appraisal Coordination										
2.1 Appraisal Coordination		14						8		22
2.2 Acquisition Consultation		2								2
2.3 Appraisal Summary										0
3.0 Phase 1 - Environmental Site Assessments										
3.1 Phase 1 - ESA Coordination										0
4.0 ALP, Exhibit A and Disclosure Map										
4.1 Update ALP, Exhibit A & Disclosure Map										0
5.0 Grant Application and Close-out										
5.1 Grant Application and Close-out Report										0
TOTALS	1	28	0	0	0	0	0	8	0	37

Firm:

On-Call Planning & Environmental

Project:

Contract Amendment 13

Date:

7/24/2023

Dibble

Land Acquisition Support Services

Prescott Regional Airport

DIBBLE

Contract Number: 2022-168

Project Number: 1022069.03

Task Number: TBD

Amendment Number: TBD

ESTIMATED ALLOWANCE FOR DIRECT COSTS

2. DIRECT EXPENSES				
PLANNING PHASE				
a.	0 Trips	220 Miles	@	\$0.445 /Mile
				\$0
PHASE TOTAL				\$0



P.O. Box 16156
TUCSON, ARIZONA 85732
(520) 327-0000
FAX (520) 327-3974

July 19, 2023

Mr. Charlie McDermott, LEED AP
Aviation Planning Manager
Dibble Engineering Corporation
7878 N. 16th St
Phoenix, AZ 85020

Email: charlie.mcdermott@dibblecorp.com

REF: Updated proposal for one appraisal as identified by the Dibble Parcel Numbers LD 28, LD29, and LD30 The parcels are in the vicinity of the Prescott Regional Airport, Prescott, Arizona.

Dear Mr. McDermott,

In accordance with your request, I am submitting an updated fee proposal for one new appraisal reports as follows:

The purpose of the appraisal report will be of portions of Parcels LD28, LD29, LD30 as outlined in your request and as identified on the map on the following page.

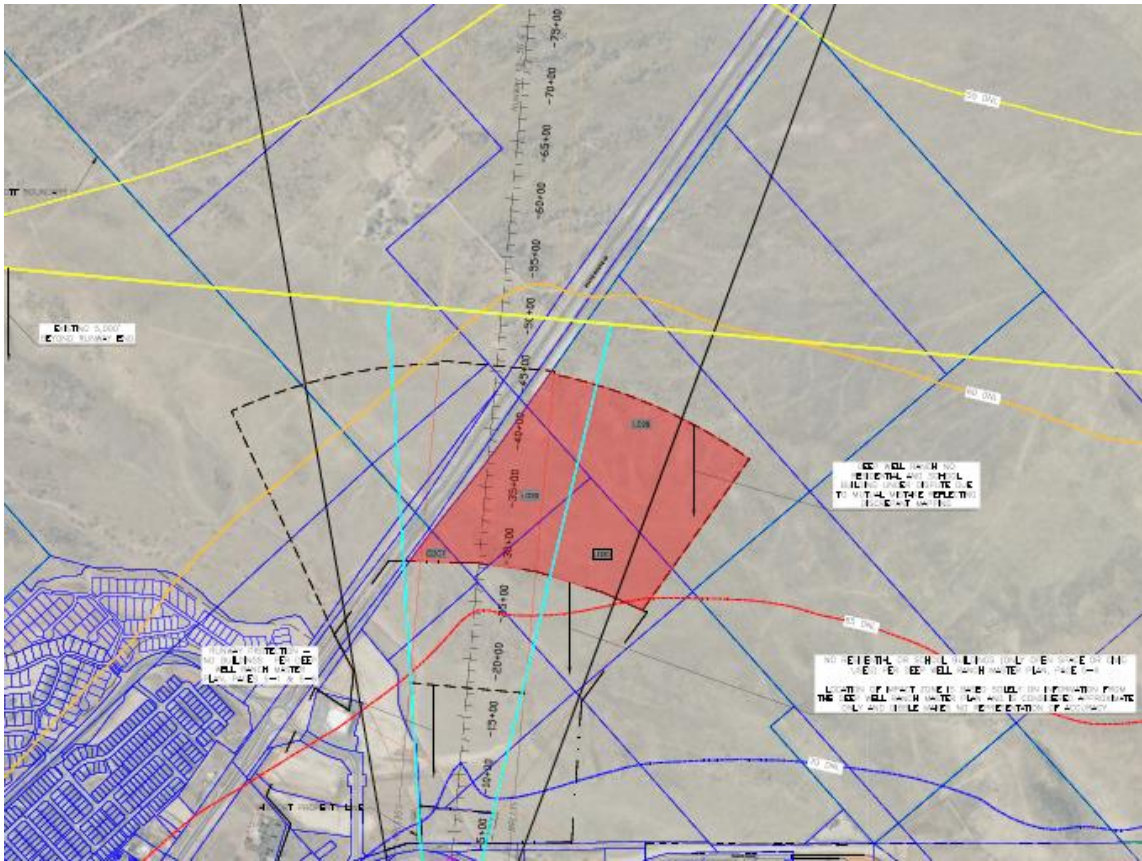
This parcel will be valued as of the same effective date of value as the other reports which I have prepared for the City of Prescott, January 3, 2023. The appraiser will provide opinions of market value of the larger parcel before the proposed acquisition by the City of Prescott. Also, the report will estimate potential severance damages, special benefits, and an opinion of the total award. It is my understanding that no other parcels will be acquired in the immediate area that may impact this parcel.

The date for delivery of the final report will be 5 weeks after receiving your authorization to proceed and assuming there is no delay in obtaining necessary information regarding the subject property.

Dibble will provide me with the site size that may be acquired of this parcel and the size of the "larger" parcel which will be identified by Southwest Appraisal. The fee for the revised appraisal will be \$11,500. This fee includes a response to proposed revisions, if any, that may be requested by Mr. Dennis Lopez, reviewer.

I look forward to receiving your response to this revised proposal. The report will be subject to the General Assumptions and Limiting Conditions which follow.

DIBBLE EXHIBIT: APPRAISAL



If this proposal is acceptable, please sign below, scan, and return to me. I look forward to the opportunity of service.

Respectfully submitted,

Southwest Appraisal Associates, Inc.

By 
Steven R. Cole, MAI, SRA
Certified General Real
Estate Appraiser #30130

CLIENT ACCEPTED & APPROVED:

By _____
Authorized Representative

Date _____

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The certification of the Appraiser appearing in the report is subject to the following conditions, and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

This report is being prepared for my client. This report or any portion thereof is for the exclusive use of the client and is not intended to be used, sold, transferred, given or relied on by any other person than the client without the prior, expressed written permission of the author, as set forth within the Limiting Conditions contained in this report.

The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. No Owner's Title Policy has been furnished to the Appraiser. The property is appraised as though under responsible ownership, competent management and adequate marketing typical for that type of property.

The Appraiser has made no survey of the property. Any sketch or map in the report may show approximate dimensions and is included for illustrative purposes only. It is the responsibility of a certified engineer, architect or registered surveyor to show by a site plan the exact location of the subject property or any improvements or any proposed improvements thereon, or the exact measurements or calculations of estimated area of the site. In the absence of such a survey, the Appraiser may have utilized Tax Assessor's maps or other maps provided by the client which may not represent the exact measurements of the subject property or other comparable information utilized to estimate the value of the subject property. Any variation in dimensions or calculations based thereon may alter the estimates of value contained within the report.

In estimating the opinion of value of the subject property and in analyzing comparable information, the Appraiser has relied upon information from public and private planning agencies as to the potential use of land or improved properties. This information may include, but is not limited to, Area Plans, Neighborhood Plans, Zoning Plans and Ordinances, Transportation Plans and the like. In the opinion of market value, the Appraiser may consider the extent to which a knowledgeable and informed purchaser or seller, as of the date of the appraisal, would reflect the reasonable probability of changes in such land uses becoming actualized in the future. To the extent that these plans may change, the value opinions of this report may also change.

In the absence of a professional Engineer's Feasibility Study, information regarding the existence of utilities is made only from a visual inspection of the site. The Appraiser assumes no responsibility for the actual availability of utilities, their capacity or any other problem which may result from a condition involving utilities. The respective companies, governmental agencies or entities should be contacted directly by concerned persons.

The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless prior arrangements have been made and confirmed in writing.

Any allocation of the valuation in the appraisal report between land and improvements applies only under the existing program of utilization. The separate valuation for land and improvements must not be used in conjunction with any appraisal and are invalid if so used.

The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, potential flooding hazards, hydrology or structures which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such factors. To the extent that published data from public agencies is available on the above, the Appraiser has made an effort to consult this information.

Unless otherwise stated within this report, the existence of hazardous materials, which may or may not be present within or on the property, will not be considered by the appraiser. The Appraiser assumes, and the client warrants, that no such materials adversely affect the utility, usability or developability of the property to the best of their knowledge. The Appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, radon gas or other potentially hazardous materials may affect the opinion of value of the property. The value opinion has been predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility will be assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. If at a later time hazardous materials or substances are discovered, the Appraiser reserves the right, for an additional agreed upon fee, to re-analyze and re-value said property, taking into account the discovery of such factor or factors and their effects on the value of the subject property.

The presence of barriers to the disabled, which may or may not be present within or on the subject property, will not be considered by me. The Appraiser assumes, and the client warrants, that no such barriers adversely affect the utility, usability, or developability of the property to the best of their knowledge. The Appraiser is not qualified to analyze such barriers. The value opinion has been predicated on the assumption that there are no such barriers on or in the property that would cause a loss in value. No responsibility will be assumed for any such conditions, or for any expertise or architectural knowledge required to identify and analyze them. The client is urged to retain an expert in this field, if desired. If at a later time the presence of such barriers are surveyed by an expert, the appraiser reserves the right, for a additional agreed upon fee, to reanalyze and revalue said property, taking into account the discovery of such factors and their effects on the value of the subject property.

Information, estimates and opinions furnished to the Appraiser and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the Appraiser can be attributed to the Appraiser.

Disclosures of the contents of the report by the Appraiser are governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.

On all reports which are undertaken subject to satisfactory completion of, alterations of or repairs to improvements, the report and value conclusions contained in it are contingent upon completion

of the improvements or of the repairs thereto or alterations thereof in a workmanlike manner and consistent with the specifications presented to the Appraiser.

Prospective value opinions are intended to reflect the current expectations and perceptions of market participants along with available factual data. They should be judged on the market support for the forecasts when made, not whether specific items in the forecasts are realized. The appraiser cannot be held responsible for unforeseeable events that alter market conditions after the effective date of the report.

The appraiser has not made a specific survey of the subject property to determine whether or not it has any plant or wildlife which is identified as an endangered or threatened species by the U.S. Fish and Wildlife Service. While not observed and while no information was provided to confirm or deny the existence of any endangered or threatened species on the subject property (unless expressly stated herein), it is emphasized that the appraiser is not qualified to detect or analyze such plants and wildlife. Any such conclusions must be based upon the professional expertise of persons qualified to make such judgments. Thus, any person or other entity with an interest in the subject property is urged to retain an expert if so desired. It is possible that a survey of the property could reveal that the site contains endangered or threatened plants or wildlife. If so, this fact could have a negative effect on the value of the property. Since the appraiser has no direct evidence relating to this issue, possible endangered or threatened species were not considered in valuing the property.

The use of this report or its analysis and conclusions by the client or any other party constitutes acceptance of all the above limiting conditions.

July 20, 2023

Mr. Charlie McDermott LEED AP
Dibble
7878 North 16th Street
Suite 300
Phoenix, AZ 85020

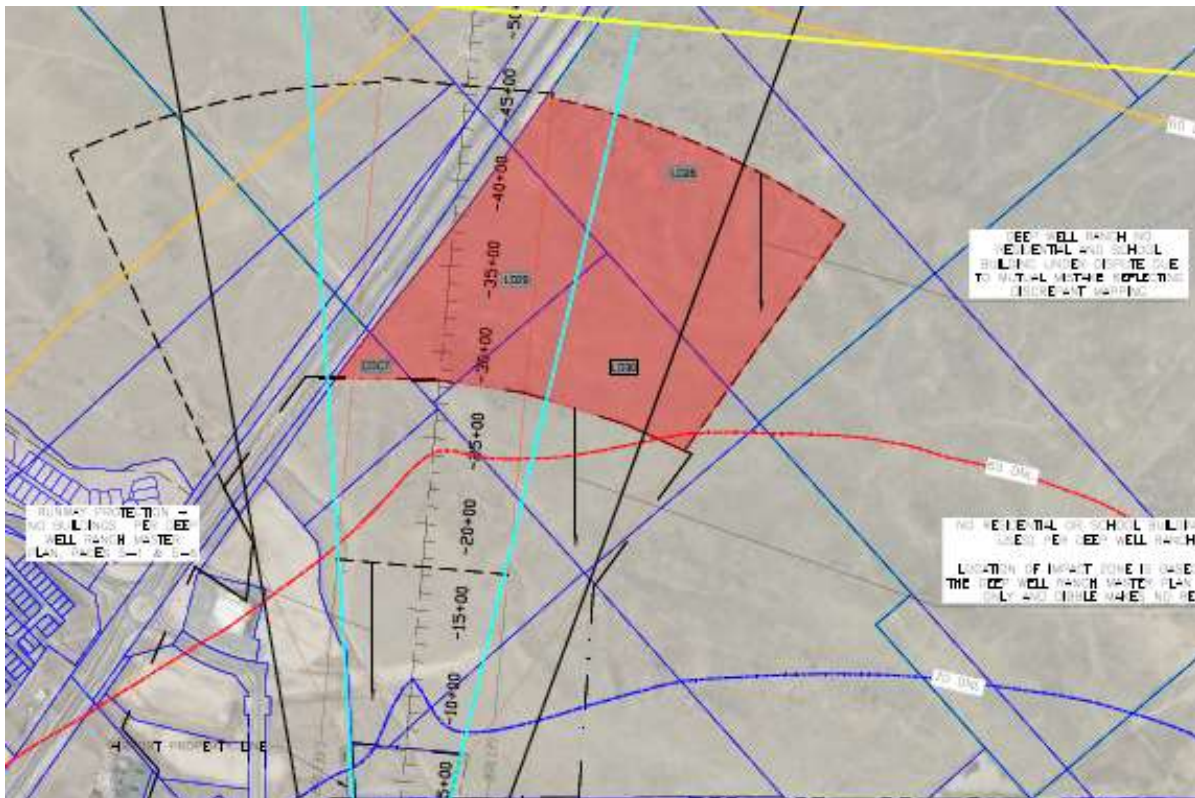
Re: Prescott Airport Expansion

Dear Mr. McDermott
Aviation Planning Manager

As you have requested, I have made the following proposal for a new appraisal report to be completed within the North Ranch portion of the Deep Well Ranch master planned community. This appraisal is described as follows and further described within Exhibit A located on the following page.

- Acquire in fee that area shaded in red within the boundaries described within Exhibit A - nothing else would be acquired. This includes portions of LD28, LD 29, LD30 and CDC 7.

Exhibit A



APPRAISAL TECHNOLOGY, LLC.

The appraisal report will include appropriate larger parcel analysis as well as separate partial acquisition analysis. It is noted that the subject appraisal will also have remainder analysis including consideration of any potential severance damages and/or cost to cure caused by the acquisition.

The appraisal report will be submitted in a summary appraisal report format including the "As Is" market value of the partial acquisition and its effects on the remainder as of the effective date of value being January 3, 2023. The intended user will be The City of Prescott and the Prescott Regional Airport.

My anticipated delivery date is based upon authorization and all other documents and data that will be supplied by you which may be required to complete the assignment. The fee quote is valid for 30 days. Delivery date and fees are based upon the following assumptions:

The subjects and fees of the proposed appraisals are as follows:

Report Format:	Summary Appraisal Report for a Real Property Appraisal (Standards Rule 2-2 (A)).
Intended Use of the Report:	The intended use of the appraisal report is to utilize the value estimate to assist in decisions regarding the partial acquisition of the property.
Delivery Date:	Anticipated delivery time would be within six weeks of a notice to proceed.
Fee:	\$14,000; Acquire in fee that area delineated within the boundaries described within Exhibit A - nothing else would be acquired.

I look forward to being of service to you in connection with this assignment. If you have any questions or desire any additional information, please contact Zach Sinay at zsinay@atiaz.com or (480) 285-3868.

Respectfully submitted,



Zach Sinay, MAI, R/W-AC
Certified General Real Estate Appraiser No. 31199



DENNIS L. LOPEZ & ASSOCIATES, LLC
REAL ESTATE APPRAISERS AND CONSULTANTS

July 19, 2023

Mr. Charlie McDermott, LEED AP
Aviation Planning Manager
Dibble
7878 North 16th Street. Suite 300
Phoenix, Arizona 85020

Re: Assignment: Real Property Appraisal Review Assignment – Two Reviews
Project: Prescott Airport Land and Land Rights Acquisition, Prescott, Arizona

Dear Mr. McDermott:

This contract serves to confirm your order to have *Dennis L. Lopez & Associates, LLC*, provide the two appraisal reviews for appraisal prepared for the above-referenced project by Steve Cole, MAI, SRA, AI-GRS and Zach Sinay, MAI, R/W-AC. Our appraisal reviews will analyze the content and conclusions of the appraisals and reports; document our conclusions with respect to the relevancy, adequacy and analysis of the data used; form an opinion as to the appropriateness of the appraisal methods and reporting techniques used; discuss the reasons for any disagreement; form opinions as to the reliability of the opinions of market value. We will work with the appraisers to make corrections and changes where necessary.

The intended user of the reviews will be you (the client) and others involved in the acquisition of land rights. The intended use of the review will be for the acquisition of land rights with the use of eminent domain.

The review reports prepared pursuant to this contract will adhere to the Uniform Standards of Professional Appraisal Practice 2022-2023, Federal Aviation Administration (FAA), and the Uniform Relocation Assistance & Real Property Acquisition Policies Act ("Uniform Act") (49 CFR Part 24) and amendments, and the Arizona Department of Transportation Infrastructure Delivery and Operations Division's Right-of-way procedures Manual, Federal Highway Administration (FHWA)-certified, July 16, 2018. Please note that the ADOT manual is a complete set of appraisal requirements that was certified by FHWA for Uniform Act compliance. The ADOT appraisal requirements have long represented the most complete compilation and documentation of requirements for compliance.

We will also follow the appraisal standards and requirements of the State Board of Appraisal and the professional organization to which Mr. Lopez belongs, the Appraisal Institute. Attached to this letter you will find our Underlying Assumptions and Contingent Conditions and Certification.

Mr. Charlie McDermott, LEED AP
July 19, 2023
Page 2

In consideration for the completion of the assignment and delivery of PDF copies of the review reports as provided herein, the fee will be **\$5,000**. The reviews can be delivered within two weeks after the appraisal reports are provided. We expect payment within 30 days of delivery of the assignment to you.

Dennis L. Lopez & Associates, LLC, will provide the assignment specified above. Dennis L. Lopez, MAI, SRA, shall not be required to give testimony or to participate in or attend any public or private meeting or hearing, in court or otherwise, with reference to the appraisal assignment without further compensation at a rate of **\$350** per hour.

It is understood that:

- The appraisal reviews and reports will be used by you in their entirety and no portion(s) shall be used out of context.
- The appraisal reviews and reports will be subject to the attached Underlying Assumptions and Contingent Conditions and Certification.

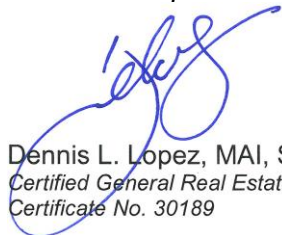
In order to begin this assignment, we will need the following items:

1. Signed contract
2. Appraisal reports

We look forward to undertaking this assignment for you. If there are any questions, or any portion of this agreement does not conform to our understanding, please contact us at 480-838-7332.

Respectfully submitted,

Dennis L. Lopez & Associates, LLC



Dennis L. Lopez, MAI, SRA
Certified General Real Estate Appraiser - State of Arizona
Certificate No. 30189

ACKNOWLEDGMENT:

I hereby authorize *Dennis L. Lopez & Associates, LLC*, to prepare the above described assignment and I agree to all of the terms and conditions contained herein.

Name and Title

Date

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

1. This report is the confidential and private property of the client and the appraiser. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, news, sales, or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to the Appraisal Institute or the MAI and SRA designations. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.
2. Neither this report, nor any of its contents, may be used for the sale of shares or similar units of ownership in the nature of securities, without specific prior approval of the appraiser. No part of this appraisal may be reproduced in any promotional materials without the permission of the appraiser.
3. The information furnished by the property owner, agent, management or the client is assumed to be correct as received.
4. The appraiser is not responsible for the accuracy of the opinions furnished by others and contained in this report, nor is he responsible for the reliability of government data utilized in the report.
5. The title to the property is assumed to be marketable and free and clear of all liens.
6. The property is appraised as if owned in fee simple title without encumbrances, unless otherwise mentioned in this report.
7. The fee simple estate in the property contains the sum of all fractional interests which may exist.
8. The legal description obtained by the appraiser was assumed correct and descriptive of the subject property. No responsibility is assumed for the legal description provided or for matters including legal or title considerations. A survey and title report should be obtained to verify its accuracy.
9. No site survey was provided to the appraiser unless otherwise noted. It is assumed that the sources for dimensions and size relied upon are correct.

10. The utilization of the land by the improvements is assumed to be within the boundaries or property lines described and that no encroachments exist unless otherwise noted in the report.
11. No hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable were assumed to exist. No responsibility is assumed for such conditions or arranging engineering studies that may be required for their discovery.
12. Subsurface rights (mineral, oil, etc.) and their potential impact upon value were not considered in this appraisal, unless stated otherwise.
13. This appraisal assumes the subject property, as vacant or as improved, has no historical or archeological significance. The value estimate is predicated on the assumption that no such condition exists. Should the client have a concern over the subject's status, he or she is urged to retain the services of a qualified independent specialist to determine the extent of either significance, if any, and the cost to study the condition or the benefit or detriment such a condition brings to the property. The cost of inspection and study must be borne by the client or owner of the property. Should the development of the property be restricted or enhanced in any way, the appraiser reserves the right to modify the opinion of value indicated by the market.
14. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined and considered in the appraisal report.
15. This appraisal assumes the subject property complies with the requirements under the *ADA, Americans With Disabilities Act*. The appraisers are not qualified to detect each and every item of compliance or lack thereof. The value estimate is predicated on the assumption that there is no lack of compliance that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

Should the client have a concern over the subject's state of compliance, he or she is urged to retain the services of a qualified independent ADA specialist to determine the extent of compliance and the cost to bring the property into compliance if needed. The cost of inspection, study and compliance must be borne by the client or owner of the property. The cost could be deducted from the estimate of market value of the subject property if indicated by the market.

16. The subject property is assumed not to be in violation of any government regulations or laws pertaining to the environment.

17. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances as asbestos, PCB transformers, urea-formaldehyde foam insulation, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (containing hazardous materials). Mold may be present in areas the appraiser cannot see. The value estimate is predicated on the assumption that there is no such material or growth on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

Should the client have a concern over the existence of such substances, he or she is urged to retain the services of a qualified independent environmental specialist to determine the extent of the contamination, if any, and the cost of treatment or removal. The cost of detection, treatment or removal and permanent storage must be borne by the client or owner of the property. This cost can be deducted from the estimate of market value of the subject property if requested by the client.

18. Responsible ownership and competent management is assumed to exist for the subject property.
19. The values assigned to the improvements, if shown in this report, are in proportion to the contribution they make to the value of the property as a whole. The separate estimates of value for the land and building must not be used in conjunction with any other appraisal and are invalid if so used, or if used separately.
20. All furnishings and equipment (or other personal property), except those specifically indicated and/or typically considered as a part of real property (under common accepted definitions) have been disregarded in this valuation. Only the real estate, as permanently affixed to the subject site, has been valued herein.
21. This report is not considered a legal document and the appraiser assumes no responsibility for matters of a legal nature except for his obligations under the contract to provide the appraisal and report.
22. The appraiser is not required to testify regarding this report in deposition or in court unless arrangements were previously made.
23. The appraiser cannot predict or evaluate the possible effects of future wage or price control actions of the government upon rental income or financing of the subject property; hence, it is assumed that no controls will apply which would nullify contractual agreements, thereby changing property values.

24. The appraiser did not base a conclusion or opinion of value on the following:
- a. Racial, ethnic, or religious homogeneity of the inhabitants of an area or of a property
 - b. Racial, religious, and ethnic factors as predictors of value trends or price variance
 - c. Neighborhood trends analyzed upon stereotyped or biased presumptions relating to race, color, religion, sex, or national origin, or upon unsupported presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

CERTIFICATION OF THE REVIEWER

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
4. I have not performed a service as a real estate appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
6. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
7. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
8. My analyses, opinions, and conclusions were developed, and this report have been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. I have not made a personal inspection of the subject of the work under review.
10. No one provided significant appraisal review assistance to the person signing this certification by confirming rent comparables, correcting the grids and reconciling the estimated market rents.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

QUALIFICATIONS OF DENNIS L. LOPEZ, MAI, SRA

Education

Bachelor of Science Degree, Business Administration, Arizona State University, Magna Cum Laude, December, 1978

Real Estate Principles, Arizona State University, 1977

Real Estate Law, Arizona State University, 1977

Real Estate Management, Arizona State University, 1978

SREA 101 (Real Estate Appraisal), Arizona State University, 1978

SREA 201 (Real Estate Appraisal), Arizona State University, 1978

Real Estate Land Development, Arizona State University, 1978

Real Estate Investments, Arizona State University, 1978

Urban Planning, Arizona State University, 1978

AIREA Course VIII, "Single Family Residential Appraising," Arizona State University, 1978

SREA "Marketability and Market Analysis", 1979

SREA Seminar "Basic Money Market & Economic Analysis", 1980

SREA "Market Abstractions Seminar", 1981

AIREA "Standards of Professional Practice", 1981

AIREA "Condemnation & Litigation Valuation", 1982

IRWA "Skills of Expert Testimony", 1983

SREA FHLBB Reg. R41(b) Seminar, 1985

AIREA "Valuation Analysis and Report Writing" (Exam 2-2), March, 1986

AIREA "Case Studies in Real Estate Valuation" (Exam 2-1), March, 1986

AIREA "Highest and Best Use Analysis", April, 1986

"Eminent Domain Valuation-Procedures and Case Studies," Robert Helmandollar, Deputy Chief Right-of-way Agent, Arizona Department of Transportation, November, 1986

"Arizona Condemnation and Zoning", Professional Education Systems, June, 1988

SREA "Environmental Waste As It Applies To Real Estate", December, 1988

SREA "Standards of Professional Practice and Conduct", December, 1988

AIREA "Rates, Ratios and Reasonableness", August, 1989

AIREA "Uniform Standards of Professional Practice", February, 1990

SREA "Income Property Valuation for the 1990s", July, 1990

AI "Reviewing Appraisals", June, 1992

IRWA "Easement Valuation" (Course 403), March, 1993

ADOT "Impact of Highway Construction on Real Estate", April, 1993

AI "Uniform Standards of Professional Appraisal Practice, Part A & B", February, 1994

AI "Advanced Income Capitalization, Course II510, ASU, February, 1995

AI "Fair Lending", October, 1995

AI "Subdivision Analysis", March, 1996

AI "New Industrial Valuation", May, 1998

Ted Whitmer, "Attacking & Defending an Appraisal in Litigation", January, 2000

AI, "710 Condemnation Appraising – Basic Principles and Applications", May, 2000

AI, "720 Condemnation Appraising – Advanced Topics and Applications", May, 2000

AI "Uniform Standards of Professional Appraisal Practice, Part C", October, 2000

AI "Litigation Appraisal: Specialized Topics and Applications, Course 705, March, 2002

IRWA "Reviewing Appraisals in Eminent Domain", May, 2005

AI "Subdivision Analysis", October, 2007

AI "Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book")", December, 2009

AI "Fundamentals of Separating Real Property, Personal Property, Intangible Business Assets", May, 2012

AI "Business Practices and Ethics", November, 2020

AI "2022-2023 Uniform Standards of Professional Appraisal Practice (USPAP) Update", January, 2022

AI "Complex Litigation Appraisal Case Studies", June, 2022

Designations, Memberships, Licenses and Certifications

MAI - Member, Appraisal Institute, May, 1988, Certificate No. 7798
SRA - Senior Residential Appraiser, Appraisal Institute, August, 1980
Certified General Real Estate Appraiser, State of Arizona, Certificate No. 30189
Licensed Real Estate Salesperson - State of Arizona

Professional & Civic Activities

Appraisal Institute, Admissions Committee, Experience Review, 1989-1997
Appraisal Institute, Review and Counseling Committee, 1991-2005
Society of Real Estate Appraisers, Phoenix Chapter #68, Chairman, Professional Practice Committee, 1989-1990
Society of Real Estate Appraisers, Phoenix Chapter #68, Chapter President and Supervisory Officer of the Professional Practice Committee, 1987-88
College of Business Administration, Arizona State University, Guest Lecturer, Finance and Real Estate Departments, College of Business
Mesa Community College, Scottsdale Community College, Desert Vista High School, Guest Lecturer, Real Estate Appraisal
CLE International, Guest Lecturer, Eminent Domain Conference, April, 2005
"Condemnation Summit", Eminent Domain and Condemnation Law Conference, Guest Lecturer, April, 2012

Awards

Awarded the "Employer of the Year, 2004", by the Phoenix Chapter 28, International Right-of-way Association, September, 2004
Awarded the "Minority Consultant Firm of the Year", by the City of Phoenix Minority Business Enterprise Affirmative Action Program, October, 1989
Awarded the "Phoenix Board of Realtors Outstanding Real Estate Student of the Year," by the Phoenix Board of Realtors in conjunction with the College of Business Administration, Arizona State University, 1978

Experience

Independent fee appraiser and consultant since June, 1978, with varied experience in appraising and analyzing single-family residences, vacant land, multi-family residential properties, commercial, retail, industrial and special use properties; specialization in eminent domain valuation and expert witness testimony
Qualified as an expert witness in matters of real estate appraisal in Maricopa County, Pima County, Pinal County, Coconino County, Yavapai County, Yuma County, Santa Cruz, and Mohave County Superior Courts, and U.S. Bankruptcy Court
Currently self-employed with *Dennis L. Lopez & Associates, LLC*, Real Estate Appraisers and Consultants, 8631 South Priest Drive, Suite 103, Tempe, Arizona 85284-1912, 480-838-7332, dennis@lopezappraisal.com, www.lopezappraisal.com
Vice President, Commercial Team Leader and Residential Manager with Sell, Huish & Associates, Inc., Real Estate Appraisers and Consultants, Tempe, Arizona, January, 1980 to July, 1988
Independent fee appraiser with Diversified Property Services Limited, Phoenix, Arizona, June, 1978, to June, 1980
Licensed Real Estate Salesperson – State of Arizona, 1981 to present

Geographical Area

State of Arizona



TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: Airport
ITEM #: 8.G
SUBJECT: Approval of City Contract No. 2024-066 With Dibble for On-Call Services Related to Airport Design & Engineering Services in FY2024-2029. There is No Immediate Financial Impact as Services are Provided on an As Needed Basis.

ITEM SUMMARY

This item is for the award of a professional service contract for Fiscal Years 2024 through 2029 (FY24-FY29). The contract terms will be for three (3) years with the option of renewal for one (1) additional two (2) year term based on mutual agreement between the City and firm, successful completion of tasks, and approval of future budgets. On-call contracts follow the same procurement process as other Requests for Statement of Qualifications (RSOQ). Having access to On-Call professional services improves project delivery timelines and efficiencies, improves customer service, and provides cost savings for the City. This professional services agreement will include architectural and engineering services on an "as-needed" basis relating to airport capital projects spanning FY24-FY29 that have been, or will be, identified as necessary for the Airport to meet the current and future regional air transportation needs of the citizens and community.

BACKGROUND

Approximately every five (5) years, the Airport advertises and selects a firm to provide engineering services at the airport. This on-call multi-project agreement approach is beneficial to the City of Prescott in ensuring continuity in the design of future projects by a single firm, familiar with the Airport and Federal Aviation Administration (FAA), Arizona Department of Transportation (ADOT), and industry standards. Additionally, the engineering firm will assist staff with the management of the annual Capital Improvement Planning process, grant administration, and on-site construction management.

Approval of this contract does not automatically obligate the City to any of the projects listed in the contract document. Council will have the opportunity to review and approve each major project during the annual budget process and upon grant acceptance. As funding becomes available from various sources (FAA and ADOT grants), staff will negotiate a project-specific Authorization of Services contract for project design and/or management.

For this selection, the City published a Request for Statement of Qualifications (RSOQ) in accordance with FAA procurement methods in May of 2023. While we had a well attended pre-submittal conference on June 8, 2023, only two submittals were received and opened on July 13, 2023 in response to the RSOQ. As per the RSOQ instructions, firms were reviewed by a four-person panel who scored the submittals based on the following criteria:

1. **Relevant Firm Experience and Success:** Provide information on five (5) completed projects within the last ten (10) years in airport design and construction projects such as those listed in Section 1.A, for similar airports (preferably within the Western-Pacific Region of the FAA and the State of Arizona).
2. **Project Team Experience:** Experience of key personnel and staff availability (at times with limited notice) for engaging in airport design and construction projects. Reputation for

personal and professional integrity and competence. Ability to meet project deadlines and schedules on time.

3. **Approach to Project Management:** Demonstration of collaborative style between consultant and airport sponsor, including availability and responsiveness, methods of communication, ability to work independently with instruction, in the interest of the Sponsor, etc. Evidence of firm capability to respond to occasional emergency requests with short lead times (i.e., 24 to 72 hours).
4. **Specialized On Airport Design and Construction Experience: Project Design, Construction Management, Compliance with Federal and State Grants:** extensive experience with designing both building and pavement projects, provide exceptional construction management services, prior experience with major construction projects such as runway and taxiway extensions, and draining/floodplain management/alteration.
5. **DBE Experience:** Evidence that the consultant has made good faith efforts in meeting Disadvantaged Business Enterprise (DBE) goals (49 CFR, § 26.53).
6. **Other Factors:** Submittal quality, completeness, and relevance to Prescott Regional Airport challenges/needs.

Dibble & Associates Consulting Engineers, Inc., has extensive experience with airport projects since 1962, and worked closely with the City of Prescott for more than a decade. As determined by the RSOQ panel, Dibble (along with their associates) was determined to be the best qualified firm based on the criteria above. Dibble representatives have conducted work at a range of airports across the state, including: Phoenix-Mesa Gateway, Sonoma County Airport, Cottonwood Municipal Airport, Tucson International Airport, and others. They have an excellent record of cooperation with the Airport sponsor, and a successful track record of timely and quality completion of projects. They also have an excellent relationship with FAA and ADOT representatives.

FINANCIAL IMPACT

The approval of an on-call contract is not a guarantee of an award of work or that costs will be incurred by the City. As funding becomes available from various sources (FAA, ADOT, City Capital), costs associated with issuance of a task order (with work identified in the City's annual budget) will be permitted in an amount not to exceed \$675,000.00 per fiscal year.

RECOMMENDED ACTION

MOVE to approve City Contract 2024-066

ATTACHMENTS

1. 2023 Airport Design and Engineering On-Call Services - Rate Schedules

AIRPORT DESIGN AND ENGINEERING ON-CALL SERVICES

PRESCOTT REGIONAL AIRPORT

Dibble

On-Call Contract Hourly Rates

08.10.23

Classification	Proposed Ave. Direct Labor Rates August 2023	Overhead & Profit	Proposed Classification Billing Rate
Principal Engineer	\$77.80	\$166.15	\$243.95
Senior Project Manager	\$71.40	\$152.49	\$223.89
Construction Manager	\$71.40	\$152.49	\$223.89
Senior Planner	\$68.25	\$145.76	\$214.01
Project Manager	\$65.05	\$138.92	\$203.97
QA/QC Manager	\$65.05	\$138.92	\$203.97
Senior Engineer	\$65.05	\$138.92	\$203.97
Project Engineer	\$54.60	\$116.61	\$171.21
Planner	\$53.95	\$115.22	\$169.17
Assistant Project Engineer	\$44.15	\$94.29	\$138.44
Senior Designer	\$46.65	\$99.63	\$146.28
Designer	\$40.00	\$85.43	\$125.43
Senior Technician	\$45.40	\$96.96	\$142.36
Technician	\$37.80	\$80.73	\$118.53
Project Coordinator	\$39.70	\$84.79	\$124.49
Land Survey Manager	\$60.30	\$128.78	\$189.08
Land Surveyor	\$53.95	\$115.22	\$169.17
Project Surveyor	\$38.75	\$82.76	\$121.51
Survey Technician	\$34.00	\$72.61	\$106.61
Survey Crew	\$63.50	\$135.61	\$199.11
Administrative Professional	\$38.00	\$81.16	\$119.16

Proposed Overhead Rate..... 1.8506

Proposed Profit Rate..... 10%

Contract Direct Costs

Travel/Mileage..... \$ 0.625 /mile

Plotting..... At Cost

Printing/Reproduction..... At Cost

Billing rates are subject to renegotiation after a period of three years from the initial agreement.



Ryan Toner, *Vice President*

08.10.23

For

Dibble

Date



AIRPORT DESIGN AND ENGINEERING ON-CALL SERVICES
 PRESCOTT REGIONAL AIRPORT
Mead & Hunt, Inc.

On-Call Contract Hourly Rates

08.08.23

Classification	Proposed Ave. Direct Labor Rates August 2023	Overhead & Profit	Proposed Classification Billing Rate
Senior Associates	\$103.49	\$223.13	\$326.62
Senior Project Engineer	\$80.26	\$173.04	\$253.30
Project Engineer	\$76.03	\$163.94	\$239.97
Construction Manager	\$67.58	\$145.72	\$213.30
Senior Engineer	\$57.02	\$122.95	\$179.98
Construction Resident Project Representative (RPR)	\$51.74	\$111.57	\$163.31
Engineer III	\$46.46	\$100.18	\$146.65
Engineer II	\$40.13	\$86.52	\$126.65
Engineer I	\$35.90	\$77.41	\$113.32
Senior Technician	\$59.14	\$127.51	\$186.64
Technician IV	\$45.41	\$97.91	\$143.31
Technician III	\$43.30	\$93.35	\$136.65
Technician II	\$33.79	\$72.86	\$106.65
Technician I	\$31.68	\$68.31	\$99.99
Accounting, Administrative Assistant	\$33.79	\$72.86	\$106.65
Technical Editor	\$34.85	\$75.14	\$109.99
Clerical	\$31.68	\$68.31	\$99.99

Proposed Overhead Rate..... 1.8692

Proposed Profit Rate..... 10%

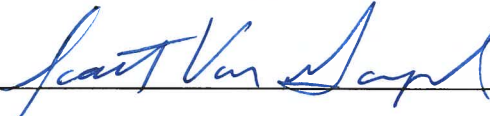
Contract Direct Costs

Travel/Mileage..... \$ 0.625 /mile

Plotting..... At Cost

Printing/Reproduction..... At Cost

Billing rates are subject to renegotiation after a period of three years from the initial agreement.

For 

Mead & Hunt, Inc.

Vice President

08.08.23

Date

AIRPORT DESIGN AND ENGINEERING ON-CALL SERVICES

PRESCOTT REGIONAL AIRPORT

Argus Consulting, Inc.

On-Call Contract Hourly Rates

08.10.23

Classification	Proposed Ave. Direct Labor Rates August 2023	Overhead & Profit	Proposed Classification Billing Rate
Associate Engineer	\$72.69	\$163.09	\$235.78
Senior Engineer II, PE	\$68.88	\$154.54	\$223.42
Senior Engineer I, PE	\$64.43	\$144.56	\$208.99
Staff Engineer II, PE	\$59.99	\$134.60	\$194.59
Staff Engineer I, PE	\$56.81	\$127.48	\$184.30
Engineer II	\$52.05	\$116.78	\$168.83
Engineer I	\$45.06	\$101.11	\$146.17
Staff Designer	\$53.32	\$119.65	\$172.97
Designer	\$46.34	\$103.98	\$150.32
Project Controls	\$41.57	\$93.28	\$134.85
Project Administrator	\$34.91	\$78.32	\$113.23

Proposed Overhead Rate..... 1.9489

Proposed Profit Rate..... 10%

Contract Direct Costs

Travel/Mileage..... \$ 0.560 /mile

Plotting..... At Cost

Printing/Reproduction..... At Cost

Billing rates are subject to renegotiation after a period of three years from the initial agreement.



Project Manager 08.10.23

For Argus Consulting, Inc.

Date

AIRPORT DESIGN AND ENGINEERING ON-CALL SERVICES
PRESCOTT MUNICIPAL AIRPORT

CR Engineers, Inc.

On-Call Contract Hourly Rates

8/7/2023

Classification	Proposed Ave. Direct Labor Rates January 2020	Overhead & Profit	Proposed Classification Billing Rate
Associate/Senior Project Manager	\$68.80	\$120.41	\$189
Resident/Project Engineer	\$47.59	\$83.28	\$131
Engineer/Senior Designer	\$45.06	\$78.86	\$124
Designer/EIT/Sr. Engineering Tech	\$37.51	\$65.65	\$103
Senior Inspector	\$46.14	\$80.75	\$127
Senior CADD Technician	\$36.46	\$63.81	\$100
CADD Technician	\$28.74	\$50.29	\$79
Project Administrator	\$26.16	\$45.78	\$72

Proposed Overhead Rate..... 1.5

Proposed Profit Rate..... 10%

Contract Direct Costs

Travel/Mileage..... \$ 0.560 /mile

Plotting..... At Cost

Printing/Reproduction..... At Cost



President

8/7/2023

For

CR Engineers, Inc.

Date

Calculated Billing Rates - PRC Airport Design and Engineering On-Call Services

Position	Direct Rate 2024		Overhead-(192.81%)		Profit - (10%)		Total Hourly Rate
Resident Engineer	\$	70.00	\$	134.97	\$	20.50	\$ 225.46
Senior Construction Inspector	\$	47.50	\$	91.58	\$	13.91	\$ 152.99

AIRPORT DESIGN AND ENGINEERING ON-CALL SERVICES

PRESCOTT REGIONAL AIRPORT

DOWL, LLC

On-Call Contract Hourly Rates

8/7/2023

Classification	Proposed Ave. Direct Labor Rates August 2023	Overhead & Profit	Proposed Classification Billing Rate
Engineer I	\$ 37.39	\$77.77	\$115.16
Engineer II	\$ 35.37	\$73.58	\$108.95
Engineer III	\$ 49.92	\$103.84	\$153.77
Engineer IV	\$ 57.78	\$120.18	\$177.96
Engineer IX	\$ 78.94	\$164.19	\$243.13
Engineering Technician VI	\$ 55.50	\$115.44	\$170.93
Intern II	\$ 26.27	\$54.64	\$80.91
Planner II	\$ 38.65	\$80.40	\$119.06
Planner III	\$ 46.34	\$96.39	\$142.73
Planner IX	\$ 68.30	\$142.07	\$210.38
Planner VIII	\$ 72.43	\$150.66	\$223.09
Planner X	\$ 82.36	\$171.31	\$253.67
Project Manager VI	\$ 75.79	\$157.64	\$233.42
Project Manager VII	\$ 78.31	\$162.88	\$241.19
Senior Graphics Designer	\$ 49.20	\$102.34	\$151.54
Senior Manager III	\$ 87.66	\$182.33	\$269.99

Proposed Overhead Rate..... 1.80

Proposed Profit Rate..... 10.0%

Contract Direct Costs

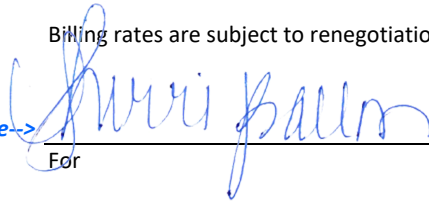
Travel/Mileage..... \$ 0.625 /mile

Plotting..... At Cost

Printing/Reproduction..... At Cost

Billing rates are subject to renegotiation after a period of three years from the initial agreement.

Sign Here-->



For

DOWL, LLC

Accounting Mgr

8/7/2023

Date

Prescott Regional Airport**Airport Design and Engineering On-Call Services**

Prepared for Dibble Engineering (Prime Contract)

Personnel Category	Direct Rate	Overhead 1.73	Profit 10%	Hourly Rate (Rounded)
Principal - Exec VP	\$ 77.52	\$ 134.11	\$ 21.16	\$ 233.00
Principal - VP	\$ 67.90	\$ 117.47	\$ 18.54	\$ 204.00
Design Director	\$ 73.30	\$ 126.81	\$ 20.01	\$ 220.00
Sr. Project Manager	\$ 54.83	\$ 94.86	\$ 14.97	\$ 165.00
Project Manager	\$ 48.21	\$ 83.40	\$ 13.16	\$ 145.00
QA/QC Project Manager	\$ 55.24	\$ 95.57	\$ 15.08	\$ 166.00
QA/QC Architect	\$ 46.74	\$ 80.86	\$ 12.76	\$ 140.00
Building Code Manager	\$ 55.62	\$ 96.22	\$ 15.18	\$ 167.00
Senior Design Architect	\$ 52.72	\$ 91.21	\$ 14.39	\$ 158.00
Senior Architect	\$ 50.77	\$ 87.83	\$ 13.86	\$ 152.00
Project Architect	\$ 45.26	\$ 78.30	\$ 12.36	\$ 136.00
Sr. Designer	\$ 41.16	\$ 71.21	\$ 11.24	\$ 124.00
Designer	\$ 36.01	\$ 62.30	\$ 9.83	\$ 108.00
Apprentice Architect	\$ 32.39	\$ 56.03	\$ 8.84	\$ 97.00
CADD/BIM Technician	\$ 34.84	\$ 60.27	\$ 9.51	\$ 105.00
Specifications Writer	\$ 55.00	\$ 95.15	\$ 15.02	\$ 165.00
Senior Inspector	\$ 52.85	\$ 91.43	\$ 14.43	\$ 159.00
Inspector	\$ 48.24	\$ 83.46	\$ 13.17	\$ 145.00
Senior Field Manager	\$ 53.21	\$ 92.05	\$ 14.53	\$ 160.00
Field Representative	\$ 43.80	\$ 75.77	\$ 11.96	\$ 132.00
Sr Interior Design	\$ 36.45	\$ 63.06	\$ 9.95	\$ 109.00
Interior Design	\$ 31.93	\$ 55.24	\$ 8.72	\$ 96.00
Sr. Graphic Designer	\$ 33.17	\$ 57.38	\$ 9.06	\$ 100.00
Clerical	\$ 31.77	\$ 54.96	\$ 8.67	\$ 95.00
Administration	\$ 40.99	\$ 70.91	\$ 11.19	\$ 123.00

Total Overhead: 1.73

Profit: 10%

1. The above rates exclude project related expenses such as travel, lodging, mileage, courier, printing/copying, permit fees and project certifications. Expenses are invoiced at cost and as allowed per the State of Arizona Travel Policy.

2. Billing rates are subject to renegotiation after a period of three years from the initial agreement.

Engineering & Testing Consultants, Inc

On-Call Contract Hourly Rates

8/8/2023

Classification	Proposed Ave. Direct Labor Rates August 2023	Overhead & Profit	Proposed Classification Billing Rate
Project Manager Hourly Rate	\$35.81	\$54.19	\$90.00
Senior Engineer Hourly Rate	\$79.57	\$120.42	\$200.00
Technician Hourly Rate	\$31.83	\$48.17	\$80.00
Overtime Rate	\$39.79	\$60.21	\$100.00
Laboratory Rates (per test)			
Plasticity Index (Wet Prep)	\$47.75	\$72.26	\$120.00
Plasticity Index (Dry Prep)	\$35.81	\$54.19	\$90.00
Moisture Density (Standard)	\$59.68	\$90.32	\$150.00
Moisture Density (Modified)	\$63.66	\$96.34	\$160.00
Fractured Face	\$39.79	\$60.21	\$100.00
Los Angeles Abrasion	\$99.47	\$150.53	\$250.00
Marshall Density	\$51.72	\$78.28	\$130.00
Maximum Theoretical	\$71.62	\$108.39	\$180.00
Asphalt Content / Gradation	\$71.62	\$108.39	\$180.00
Core Density	\$23.87	\$36.13	\$60.00
Compression Testing (per cyl.)	\$11.94	\$18.07	\$30.00
Ignition Oven Calibration	\$198.93	\$301.06	\$500.00
pH Test	\$23.87	\$36.13	\$60.00

Proposed Overhead Rate..... 1.28

Proposed Profit Rate..... 10%

Contract Direct Costs

Travel/Mileage..... N/A

Plotting..... N/A

Printing/Reproduction..... N/A

Billing rates are subject to renegotiation after a period of three years from the initial agreement.



President

8/8/2023

For

Engineering & Testing Consultants, Inc

Date



August 8, 2023

Mr. Duane Dana, Senior Project Manager
 Dibble & Associates Consulting Engineers, Inc.
 3020 E. Camelback Rd, Suite 201
 Phoenix, AZ 85016

Genesis Consulting Group, LLC submits the requested On-Call Hourly Rates Spreadsheet, for the referenced project.

AIRPORT DESIGN AND ENGINEERING ON-CALL SERVICES			
PRESCOTT REGIONAL AIRPORT			
Genesis Consulting Group			
On-Call Contract Hourly Rates			08.08.23
Classification	Proposed Ave. Direct Labor Rates August 2023	Overhead & Profit	Proposed Classification Billing Rate
Project Principal	\$70.00	\$141.75	\$211.75
Senior Planner	\$65.00	\$131.63	\$196.63
Technical Writer	\$35.00	\$70.88	\$105.88
Admin. Assistant	\$28.00	\$56.70	\$84.70
Proposed Overhead Rate.....		1.75	
Proposed Profit Rate.....		10%	
Contract Direct Costs			
Travel/Mileage.....		\$ 0.560 /mile	
Travel/Flights.....		At Cost	
Printing/Reproduction/Presentations.....		At Cost	
Billing rates are subject to renegotiation after a period of three years from the initial agreement.			
Mary Ortega-Itsell		Principal/Owner	08.08.23
For	Genesis Consulting Group		Date

Regards, Mary Ortega-Itsell

Genesis Consulting Group, LLC
 1102 West Glendale Ave., Unit 120
 Phoenix, AZ 85021
 210-488-1019

AVIATION DEVELOPMENT SPECIALISTS

AIRPORT DESIGN AND ENGINEERING ON-CALL SERVICES

PRESCOTT REGIONAL AIRPORT

Michael Taylor Architects, Inc.

On-Call Contract Hourly Rates

08.04.23

Classification	Proposed Ave. Direct Labor Rates August 2023	Overhead & Profit	Proposed Classification Billing Rate
Project Principal	\$60.00	\$90.00	\$150.00
Project Architect	\$35.00	\$52.50	\$87.50
Project Manager	\$32.00	\$48.00	\$80.00
Drafter	\$22.00	\$33.00	\$55.00
Admin Assistant	\$28.50	\$42.75	\$71.25

Proposed Overhead Rate..... 1.4

Proposed Profit Rate..... 10%

Contract Direct Costs

Travel/Mileage..... \$ 0.625 /mile

Plotting..... At Cost

Printing/Reproduction..... At Cost

Billing rates are subject to renegotiation after a period of three years from the initial agreement.



President

08.04.23

For

Michael Taylor Architects, Inc

Date



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

20 East Thomas Road, Suite 1700
Phoenix, Arizona 85012
Tel 602.274.3831 Fax 602.274.3958
www.swca.com

AIRPORT DESIGN AND ENGINEERING ON-CALL SERVICES

PRESCOTT REGIONAL AIRPORT

SWCA Environmental Consultants

On-Call Contract Hourly Rates

08.08.23

Classification	Proposed Ave. Direct Labor Rates August 2023	Overhead & Profit	Proposed Classification Billing Rate
Technician II	\$15.86	\$32.18	\$48.05
Specialist I	\$20.54	\$41.68	\$62.22
Specialist II	\$23.40	\$47.48	\$70.89
Specialist III	\$26.26	\$53.29	\$79.55
Specialist IV	\$29.38	\$59.62	\$89.00
Specialist V	\$33.28	\$67.53	\$100.81
Specialist VI	\$36.66	\$74.39	\$111.05
Specialist VII	\$39.78	\$80.72	\$120.50
Specialist VIII	\$44.46	\$90.21	\$134.68
Specialist IX	\$50.44	\$102.35	\$152.79
Specialist X	\$55.90	\$113.42	\$169.33
Specialist XI	\$61.10	\$123.97	\$185.08
Specialist XII	\$66.30	\$134.53	\$200.83
Subject Matter Expert I	\$71.50	\$145.08	\$216.58
Subject Matter Expert II	\$80.60	\$163.54	\$244.14
Subject Matter Expert III	\$91.00	\$184.64	\$275.64
Subject Matter Expert IV	\$101.40	\$205.74	\$307.14

Proposed Overhead Rate..... 1.7536

Proposed Profit Rate..... 10%

Contract Direct Costs

Travel/Mileage..... \$ 0.625 /mile

Plotting..... At Cost

Printing/Reproduction..... At Cost

Billing rates are subject to renegotiation after a period of three years from the initial agreement.

For 

Vice President
SWCA Environmental Consultants

08.08.23
Date

Proposal for On-Call Rates Services

City of Prescott On-Call Geotechnical Services | Prescott, Arizona
August 8, 2023 | Terracon Proposal No. P65231111

**Terracon 2023 Labor Classification Rates**

Labor Classification	Proposed Average Direct Labor Rates	Overhead 199.72%	Profit 10%	Proposed Classification Billing Rate
Sr. Engineering Consultant	\$ 71.91	\$143.62	\$21.55	\$237.08
Project Engineer	\$ 47.94	\$ 95.75	\$14.37	\$158.06
Sr. Staff Engineer	\$ 37.80	\$ 75.49	\$11.33	\$124.62
Staff Engineer	\$ 36.87	\$ 73.64	\$11.05	\$121.56
Engineering Technician V	\$ 34.11	\$ 68.12	\$10.22	\$112.45
Engineering Technician I	\$ 23.97	\$ 47.87	\$ 7.18	\$ 79.02
Special Inspector	\$ 37.80	\$ 75.49	\$11.33	\$124.62
Laboratory Technician	\$ 27.00	\$ 53.92	\$ 8.09	\$ 89.01

Terracon
Materials Engineering and Testing
2023 Fee Schedule



Professional Services	
Technicians & Clerical	Hr. Rate
See Terracon 2023 Labor Classification Rates	
Overtime Surcharge	1.5x
(Over 8 hours per day, weekends & holidays)	
Asphalt Coring Equipment, Per Day	\$ 200.00
Nuclear Density Gage, Per Day	\$ 50.00
Report Preparation & Dispatch	\$ 75.00
Engineering Services	
Engineers & Consultants	Hr. Rate
See Terracon 2023 Labor Classification Rates	
Vehicle Usage, per Mile	\$ 2.00
All other direct project expenses	Cost+15%
Geotechnical Engineering Services	Quote
Specialty Field Equipment Rental	Quote

Laboratory Testing	
Concrete	Unit Price
Concrete Compressive Strength Test	
6" x 12" Cylinder (ASTM C39)	\$ 40.00
4" x 8" Cylinder (ASTM C39)	\$ 30.00
2" x 2" Grout Cubes (ASTM C109)	\$ 25.00
Grout Prism (ASTM C1019)	\$ 30.00
Mortar Cylinder (ASTM C1019)	\$ 25.00
Flexural Beam (ASTM C78)	\$ 75.00
CMU Compression (C140)	\$ 100.00
Grouted CMU Compression (C140)	\$ 200.00
Concrete Cores (ASTM C42)	\$ 80.00
Poisson Ratio (ASTM C469)	\$ 300.00
Concrete Shrinkage Beams (ASTM C157)	\$ 500.00
Concrete Boil Absorption (ASTM C642)	\$ 100.00
Time of Set (ASTM C403)	\$ 400.00

Laboratory Testing	
Soils	Unit Price
Particle Size Analysis	
Gradation 3" to #200 (ASTM C136/C117)	\$ 110.00
Gradation #4 to #200 (ASTM C136/C117)	\$ 90.00
Percent Passing #200 Sieve (ASTM C117)	\$ 75.00
Plasticity Index of Soils (ASTM D4318)	
Dry Prep	\$ 90.00
Wet Prep	\$ 140.00
Compaction Characteristics of Soil	
ASTM D698 Method A	\$ 160.00
ASTM D698 Method C	\$ 175.00
ASTM D1557 Method A	\$ 175.00
ASTM D1557 Method C	\$ 200.00
Remolded Swell (ASTM D4546)	\$ 150.00
R-Value (ASTM D2844)	\$ 420.00
Corrosivity Suite (pH, Resistivity, Sulph. Chlor.)	\$ 250.00
pH, Sulfates or Chlorides (ARIZ Method) ea.	\$ 50.00
Laboratory Testing	
Aggregates	Unit Price
Los Angeles Abrasion (ASTM C131)	\$ 200.00
Large Size Los Angeles Abrasion (ASTM C535)	\$ 220.00
Fractured Faces (ASTM D5821)	\$ 100.00
Aggregate Resistivity Testing	\$ 550.00
Crushing (1 hr. Min.)	\$ 100.00

Laboratory Testing	
Asphaltic Concrete	Unit Price
Asphalt Content by Ignition (D2172)	\$ 120.00
Ignition and Gradation (ASTM D2172 & C136)	\$ 175.00
Marshall Compaction Test (ASTM D6926)	\$ 175.00
Theoretical Max. Density - Rice (ASTM D2041)	\$ 175.00
Gyratory Compaction (ASTM D6925)	\$ 175.00
Marshall Stability and Flow (ASTM D6927)	\$ 100.00
Density & Thickness (ASTM D2726) per Core	\$ 40.00
Density Of Coated Cores (ASTM D1188)	\$ 50.00
Immersion-Compression (ASTM D1074/1075)	\$ 400.00
Tensile Strength Ratio (ASTM D4867)	\$ 750.00



TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: Airport
ITEM #: 8.H
SUBJECT: Approval of City Contract No. 2019-069A42, an Amendment to City Contract No. 2019-069 with Dibble for Design Services of Off-Site Drainage Improvements at Prescott Regional Airport - Ernest A. Love Field in an Amount not to Exceed \$150,035.00. Funding is Budgeted & Available in the Airport Fund.

ITEM SUMMARY

This item is to amend City Contract 2019-069 (On-Call Engineering and Design Services with Dibble) to design and construct storm drain improvements adjacent to the existing Bottleneck Complex (Bottlenecks).

BACKGROUND

The City of Prescott entered into a lease agreement with Embry-Riddle Aeronautical University (ERAU) to construct a new Strategic Academic Flight Education (SAFE) Complex. The location of the proposed complex is adjacent to the existing Bottleneck Hangar Complex, where the land has already been improved. However, the Airport needs to improve the existing drainage at the Northeast end of the Bottlenecks, prior to the SAFE complex construction.

This project design and construction will extend the existing Bottleneck-area drainage system, which is currently a network of valley gutters and an underground storm drain system. The project involves installation of a new junction structure that will connect the existing Bottlenecks system to a new storm drain system, and will include new catch basins and pipes.

This is the first expenditure from a "SAFE Complex" area ADOT grant initiative valued at \$666,667.00, of which the City's share is 10% (\$66,667.00).

FINANCIAL IMPACT

Funding is available from the Airport Fund through an ADOT grant. The City's share of the current expenditure is 15,003.50.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2019-169A42

ATTACHMENTS

1. PRC SAFE Drainage Improvements - Proposal

August 4, 2023

Prescott Regional Airport
Ernest A. Love Field
6630 Airport Avenue
Prescott, AZ 86301

Attention: Dr. Robin Sobotta
Airport Director, Prescott Regional Airport

RE: SAFE – Off-Site Drainage Improvements
City of Prescott Contract No: 2019-069
City of Prescott Project No: TBD
Authorization of Services No: 42
Design, Bid and Construction Phase Services

We appreciate the opportunity to provide design phase services for the *Strategic Academic Flight Education Complex (SAFE) – Off-Site Drainage Improvements* project at the Prescott Regional Airport (PRC). Dibble in conjunction with their subconsultants will perform these services, per the attached Scope of Work, for the following fees:

1. Design Phase Services (Lump Sum):

1. Dibble	Base Fee	\$ 73,729
2. Dibble	Direct Costs/Expenses.....	\$ 680
	Subtotal	\$ 74,409

2. Bid Phase Services (Lump Sum):

1. Dibble	Base Fee	\$ 4,611
2. Dibble	Direct Costs/Expenses.....	\$ 410
	Subtotal	\$ 5,021

3. Construction Phase Services (T&M):

1. Dibble	Base Fee	\$ 57,060
2. Dibble	Direct Costs/Expenses.....	\$ 5,950
3. ETC.....	Quality Assurance Testing	\$ 7,595
	Subtotal	\$ 70,605

Project Total..... \$ 150,035



Transmitted herewith is our proposed Scope of Work, Scope Exhibit, Fee Summary, Derivation of Fee Proposals, Estimated Manhours matrices, Estimated Allowance for Direct Costs (expenses), and the full subconsultant proposal.

We are very grateful for this opportunity to work with the City of Prescott and the Prescott Regional Airport on this important project. If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,



Duane H. Dana, P.E.
Senior Project Manager, Airport Development

Dibble

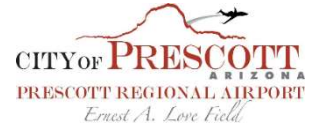


Jared Bass, P.E.
Vice President, Airport Development

Enclosures



SCOPE OF WORK
Strategic Academic Flight
Education Complex (SAFE) –
Off-Site Drainage Improvements
Design, Bid and Construction Phase Services



Introduction

Embry-Riddle Aeronautical University (ERAU), in conjunction with the City of Prescott (City), is in the process of designing the new *ERAU Strategic Academic Flight Education (SAFE) Complex* at the Prescott Regional Airport (Airport). The City has secured an ADOT grant to design and construct storm drain improvements adjacent to the existing Bottleneck Hangar Complex (Bottlenecks) and the proposed SAFE Complex. DIBBLE (the Engineer) has been requested by the City to provide the design, bid, and construction phase services for the *Strategic Academic Flight Education Complex (SAFE) – Off-Site Drainage Improvements* project.

This design will focus storm drain system design specifically accommodating runoff from the Bottleneck Wash Hangar complex but will be coordinated with the ERAU Safe complex on-site drainage design. ERAU SAFE complex on-site drainage design will be the responsibility of ERAU and the ERAU site drainage designer.

The Bottlenecks drainage system includes a network of valley gutters and an underground storm drain system that outfalls adjacent to the proposed SAFE Complex via a concrete spillway and a 42-inch corrugated metal pipe (CMP) respectively. The combined outfall is located in a deep channel which feeds into the drainage ditch running parallel to Taxiway 'A'.

The *SAFE Drainage Improvements* project will install a new junction structure connecting the existing Bottlenecks system to a new storm drain system including new catch basins and pipe. This storm drain will connect to the new on-site storm drain system designed with the *ERAU SAFE Complex* project.

The key Dibble Team members consist of the following (Dibble staff titles below are consistent with the classifications in the Manhour Matrix included with this proposal):

- Quality Manager (Dibble) – Ken Snyder, PE
- Project Principal (Dibble) – Jared Bass, PE
- Senior Project Manager / Construction Manager (Dibble) – Duane Dana, PE
- Project Engineer (Dibble) – Alex Bernal, PE and/or Mark Hall, EIT
- CAD Designer (Dibble) – Darin Oakeley
- Quality Assurance Testing (ETC) – Ryan Brinkley

This proposal is based on the following: an approximate 3-month design phase; a 2-month bid phase; and construction concurrent with the *ERAU SAFE Complex* project. The following is the anticipated Scope of Work.

Design Phase Services (Lump Sum)

1. General Project Management:

- a. Project Management and Administration: Dibble will provide project management and coordination of the design team and will provide coordination between design team members, the Airport, and other interested stakeholders as necessary. Administration tasks such as file coordination, organization, on-going miscellaneous project communications throughout the course of the design phase, invoicing and project printing and packaging at each submittal level will also be included under this task. Monthly invoicing shall be submitted to the Airport in a format acceptable to the Airport.

2. Design Start-Up and Data Collection:

- a. Project Kick-Off Meeting: This meeting will be held with the City and Airport staff at the beginning of the project. Discussion items will include the design team, control of correspondence, design standards, design schedule, submittals, and coordination of impacts to airport operations/tenants.

Dibble will perform a site visit to visually assess the existing field conditions. Design elements will be discussed and/or confirmed in the field such as utilities infrastructure and structures (visible in the field), pavement markings, grades, project limits, etc.

- b. Existing Document Research and Coordination: Dibble will gather and review all available as-builts or record drawings, utility maps, surveys, design plans, studies, reports and miscellaneous projects at the airport relevant to this project.

Survey CAD files and the geotechnical report from the *ERAU SAFE Complex* project will be used for this project.

- c. Private and City Utility Coordination: Dibble will coordinate with the known private and City of Prescott utilities that are on the airport (Water, Wastewater, Drainage, Communications, Electrical, and Public Works Departments), specifically within or adjacent to the project limits, (see attached Scope Exhibit). This item shall also include the coordination with the Private and City Utility departments for Bluestake notification during the design phase, and Dibble shall submit 30% and 95% plans for their review. Plans shall be modified to include all received information from those departments. It is preliminarily anticipated that no conflicts or adjustments to existing utilities will be required for this project.

3. 30% Design:

- a. 30% Design Plans: These are anticipated to include the following: general construction notes, design legend and abbreviations; airport access location, contractor's haul route, staging and storage yard; an overall construction phasing plan; demolition, grading and drainage plans; and other informational sheets as needed.
- b. 30% Quantities and Engineer's Opinion of Probable Construction Cost (EOPCC): Based on the 30% design plans and anticipated technical specifications, Dibble shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.

- c. Draft Engineer's Design Report (EDR): This shall be prepared in accordance with the latest FAA/ADOT outline. It shall provide all the design criteria and standards anticipated to be used in developing the construction documents (i.e., plans and anticipated technical specifications). The report shall document the upfront investigative results such as the geotechnical investigations from the *ERAU SAFE Complex* project and will document the basis of design for the project. The report shall also include airport and project location exhibits and appendices such as the Project Photos, Draft Geotechnical Report from the *ERAU SAFE Complex* project, the CATEX submittal from the *ERAU SAFE Complex* project, Draft Drainage Report, EOPCC, and any other design elements as needed to document design intent.
- d. Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior practice staff, Dibble will perform an additional Quality Control (QC) review prior to the submittal utilizing standardized checking processes by Dibble's Quality Manager.
- e. 30% Design Review Meeting & Plans-In-Hand Site Visit: This meeting will be held shortly after the 30% Submittal with representatives from the Airport and ADOT to review the 30% submittal package and review of grant scope and criteria. This meeting is required to receive approval to proceed past the 30% submittal stage. It is anticipated that this meeting will be held at the Airport.

Dibble will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utilities infrastructure and structures (visible in the field), pavement markings, grades, project limits, etc.

4. 95% Design:

- a. 95% Design Plans: The 95% design plans shall include the plan sheets noted in the 30% design plans and shall also include detailed construction phasing plans, and construction details. These shall incorporate any review comments received by the Airport in the 30% review meeting. Inconsistencies found during the plans-in-hand site visit (if any) will be corrected.
- b. Draft Contract Documents and Technical Specifications: These will be developed by Dibble in accordance with the regulations and standards set forth by the funding agencies anticipated for construction, (i.e., ADOT and City of Prescott). Contract documents shall include all bidding requirements, City of Prescott Special Provisions, and Federal Technical Specifications for the materials with measurement and payment controlled on a unit price basis. The Technical Specifications will be consistent with the latest currently-available version of FAA AC 150/5370-10H *Standard Specification for Construction at Airports*.
- c. 95% Quantities and EOPCC: Based on the 95% design plans, technical specifications and comments received on the 30% documents, Dibble shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d. Pre-Final Engineer's Design Report (EDR): This shall incorporate any review comments received by the Airport or ADOT in the 30% review meeting. Modifications to the design from the 30% submittal (if any) will be corrected.

- e. Draft Construction Safety and Phasing Plan (CSPP): Dibble will develop a CSPP to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the latest, available FAA AC 150/5370-2G *Operational Safety on Airports During Construction*. Guidance will be provided to direct the Contractor for standards and safety consideration while performing construction activities on an airport. Construction phasing and barricade plans will also be provided in this report for reference during construction.
- f. Internal QA/QC Project Review: The Quality Manager will review all combined project documents before submittal.
- g. 95% Design Review Meeting: This meeting will be held shortly after the 95% Submittal with representatives from the Airport and ADOT to review the 95% submittal package and review of grant scope and criteria. It is anticipated that this meeting will be held at the Airport.

5. 100% Final Bid-Ready Documents:

- a. 100% Sealed Design Plans: The sealed final design plans shall include the plan sheets noted in the 95% design plans. These shall incorporate any review comments received by the Airport in the 95% review meeting.
- b. Final Design Alignments and Grading Model: The design CAD files used to prepare the final design plans shall be packaged and provided for use in construction.
- c. Final Contract Documents and Technical Specifications: The sealed final contract documents, technical specifications and special provisions as needed will be compiled and developed for bidding. These shall incorporate any review comments received by the Airport and ADOT in the 95% review meeting.
- d. Final Quantities and EOPCC: Dibble will prepare an EOPCC based on the 100% design plans on a unit price basis.
- e. Final Engineer's Design Report (EDR): This shall incorporate any review comments received by the Airport and ADOT in the 95% review meeting.
- f. Final Construction Safety and Phasing Plan (CSPP): This shall incorporate any review comments received by the Airport and ADOT in the 95% review meeting.
- g. Internal QA/QC Project Review: The Quality Manager will review all combined project documents before submittal.

Bid Phase Services (Lump Sum)

6. Bid Phase Services:

- a. Project Management and Administration: Dibble will provide all project management and coordination of the design team and the Airport, City of Prescott, and ADOT during the bidding phase. Dibble will host, monitor, disseminate, and control the distribution of the bidding documents. Dibble will maintain and regularly update the Bidder/Planholder List.
- b. Pre-Bid Meeting and Site Visit: Attend the pre-bid meeting and assist the Airport in conducting the meeting. Dibble , upon the direction of the Airport, will provide a brief overview of the project and contract components, identifying important elements within the documents that the Contractors should be particularly familiar with prior to submitting a bid. Dibble shall also assist the Airport in developing and submitting the pre-bid meeting minutes to all plan holders. Dibble will also assist the Airport with the airfield site visit for all interested parties.
- c. Bid Addendum: Pending contractors' reviews, comments, and questions, Dibble will assist the Airport in developing, issuing any necessary addendums, and notifying all planholders/bidders. Addendums may include revision to construction documents (i.e., plans and technical specifications). It is anticipated that three (3) addenda will be issued for this project.
- d. Contractor Questions: Dibble will coordinate, address, and appropriately respond to all contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed. All communication will be in compliance with the City of Prescott regulations and requirements.
- e. Bid Opening Meeting: Dibble , or other staff, will attend the bid opening meeting to assist the Airport and the City of Prescott in reviewing and organizing the bidding documents from each contractor.
- f. Bid Tabulation and Recommendation: Dibble will evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the EOPCC and other bids submitted. Dibble will provide a bid summary letter stating all inconsistencies and results and a recommendation for the lowest responsible, responsive bidder. Included in this effort will be the review and evaluation support of the other contract components such as the DBE subcontractor evaluation.

Dibble will further assist the City of Prescott with review of the bidder's compliance with the other required contract documents included in the bidding documents.

Construction Phase Services (Time and Materilas)

7. General Project Management:

- a. Project Management and Administration: Dibble will provide overall project management, coordination between the Airport and team members, and administration of the project to monitor the Contractor's operations and deliverables.

Dibble will make monthly progress reports, including invoicing, to the Airport in a format acceptable to the Airport.

- b. Dibble Team: Engineering & Testing Consultants (ETC) will provide quality assurance and acceptance testing.
- c. Construction Duration: The project is estimated to be constructed in 42 Calendar Days (6 weeks).

8. Preconstruction Activities:

- a. Preconstruction Conference: Dibble will conduct the Preconstruction Conference and provide support and/or coordination of the design documents as needed. Dibble will prepare and provide the meeting agenda and sign-in sheet, facilitate the meeting, and issue meeting minutes. Dibble Team members will be in attendance to provide technical support.
- b. Submittal Reviews and Coordination: Dibble will review project submittals required at the Preconstruction Conference. Dibble (with support from the Dibble Team) will provide the reviews, coordination with the client, and responses.

9. Construction Administration Services:

- a. Weekly Construction Meetings: Dibble will prepare the weekly construction meeting agendas, facilitate the meetings, and issue meeting minutes. The Senior Project Manager / Construction Manager and/or the Project Engineer will attend each weekly meeting.

The total number of Weekly Meetings for:

- Senior Project Manager / Construction Manager: 6 meetings
- Project Engineer: 6 meetings (virtual as needed)

- b. Site Visits and Inspections: The Senior Project Manager / Construction Manager and/or the Project Engineer will perform weekly site visits to observe the progress of the work and conformance to the contract and design documents, will perform part-time construction inspection and observation on the project, and will prepare weekly construction reports of the prior week's occurrences. Additionally, one day of these site visits will occur on the same day as the Weekly Construction Meetings for efficiency. The estimated site visit time is identified in each respective subconsultant proposal.

The total number of site visits for:

- Senior Project Manager / Construction Manager: 6 days (1 day each week)
- Project Engineer: 12 days (2 days each week)

- c. Shop Drawing Review and Coordination: Dibble will coordinate, review and provide a response to the construction materials and general project submittals as requested.

The total estimated number of submittals is 12.

- d. RFI Review and Coordination: Dibble will coordinate, review and provide responses to construction and general project Requests For Information (RFI).

The total estimated number of RFI's is 3.

- e. ESI Review and Coordination: Dibble will coordinate, review and develop necessary Engineering Supplemental Information (ESI) documents, additional details, or sketches as revisions to the construction specifications and/or plans.

The total estimated number of ESI's is 2.

- f. Change Order Request Review and Coordination: Dibble will coordinate and review Contractor Change Order Requests (COR), including verification of T&M effort, and project quantities as needed. The Dibble Team key members will be included on the reviews on an as-needed basis.

The total estimated number of COR's for is 1.

- g. QA/QC Coordination and Reviews: Dibble and ETC will coordinate and review QA/QC actions including scheduling of testing activities, inspections, reporting, review of results, and recommendations.

- h. Monthly Payment Application Coordination and Review: Dibble will regularly review and track project quantities in the field and on the Contractor's As-Builts. Dibble will coordinate these inspected quantities with the contractor and coordinate prior to the submittal of monthly payment applications.

The total number of Monthly Pavement Applications is 3.

10. Project Close-Out Activities:

- a. Substantial Completion Inspection: Dibble will conduct the substantial completion inspection/walk required on the project. The various Dibble team members will be included.
- b. Final Completion Inspection: Dibble will conduct the final completion inspections/walk. The various Dibble team members will be included.
- c. Punchlist(s) and Coordination(s): Dibble will prepare, submit, and re-evaluate punchlists at substantial completion and the final walk.

The total estimated number of Punchlists is 1.

- d. Final Construction Report and Coordination: Dibble will coordinate with the Dibble Team and prepare and submit the Final Construction Report.
- e. Record Drawings: Dibble will develop the Final Record Drawings based on Contractor redlines and field changes issued during construction, including RFI's/ESI's.

- f. Final Quantities and Close-Out Change Order: Dibble will coordinate, review, and assist the Airport in the preparation of the Final Construction Change Order to ADOT and the City.

Miscellaneous Scope of Work Items

11. Project Deliverables:

Each submittal will be posted on the Dibble SharePoint electronically (i.e., PDF documents) for the client's convenience.

- a. 30% Submittal: This shall include 30% Plans, 30% EOPCC and Draft EDR. This shall be submitted to ADOT, Airport, and the City.
- b. 95% Submittal: This shall include 95% Plans, Draft Contract Documents and Technical Specifications, 95% EOPCC, Pre-Final EDR and Draft CSPP. This shall be submitted to ADOT, Airport, and the City.
- c. 100% Final Submittal: This shall include 100% Plans, Final Contract Documents and Technical Specifications, 100% EOPCC, Final EDR, Final CSPP and the Final Design Alignments and Grading Model. This shall be submitted to ADOT, Airport, and the City.
- d. Construction Close-Out Submittal: This will include the Final Construction Report and Record Drawings with the deliverables as follows:
 - ADOT: all electronic (requested) files posted to the ADOT FTP site.
 - City of Prescott: (1) Final Construction Report; (1) 24x36 Mylar; (3) 24x36 Bond; and (1) CD with all electronic files

12. Miscellaneous and Assumptions:

- a. Subconsultants:
 - i. Engineering & Testing Consultants (ETC).
- b. This proposal is based on an approximate 3-month design phase; a 2-month bid phase; and a 6-week construction phase.
- c. All work will be done in AutoCAD Civil 3D 2023.
- d. The following number of trips and staff are proposed to cover all the meetings identified in this scope:
 1. Design Phase – 3 Trips:
 - i. Project Kick-Off Meeting (Senior Project Manager and Project Engineer)
 - ii. 30% Design Review Meeting and Site Visit (Senior Project Manager and Project Engineer)
 - iii. 95% Design Review Meeting (Senior Project Manager and Project Engineer)

2. Bid Phase – 2 Trips:

- i. Pre-Bid Meeting (Senior Project Manager)
- ii. Bid Opening Meeting (Senior Project Manager)

3. Construction Phase – 20 Trips:

- i. Preconstruction Conference (Senior Project Manager and Project Engineer)
- ii. Site Visits and Inspections, including Weekly Construction Meetings and the Substantial Completion Inspection (Senior Project Manager and Project Engineer)
- iii. Final Completion Inspection (Senior Project Manager and Project Engineer)

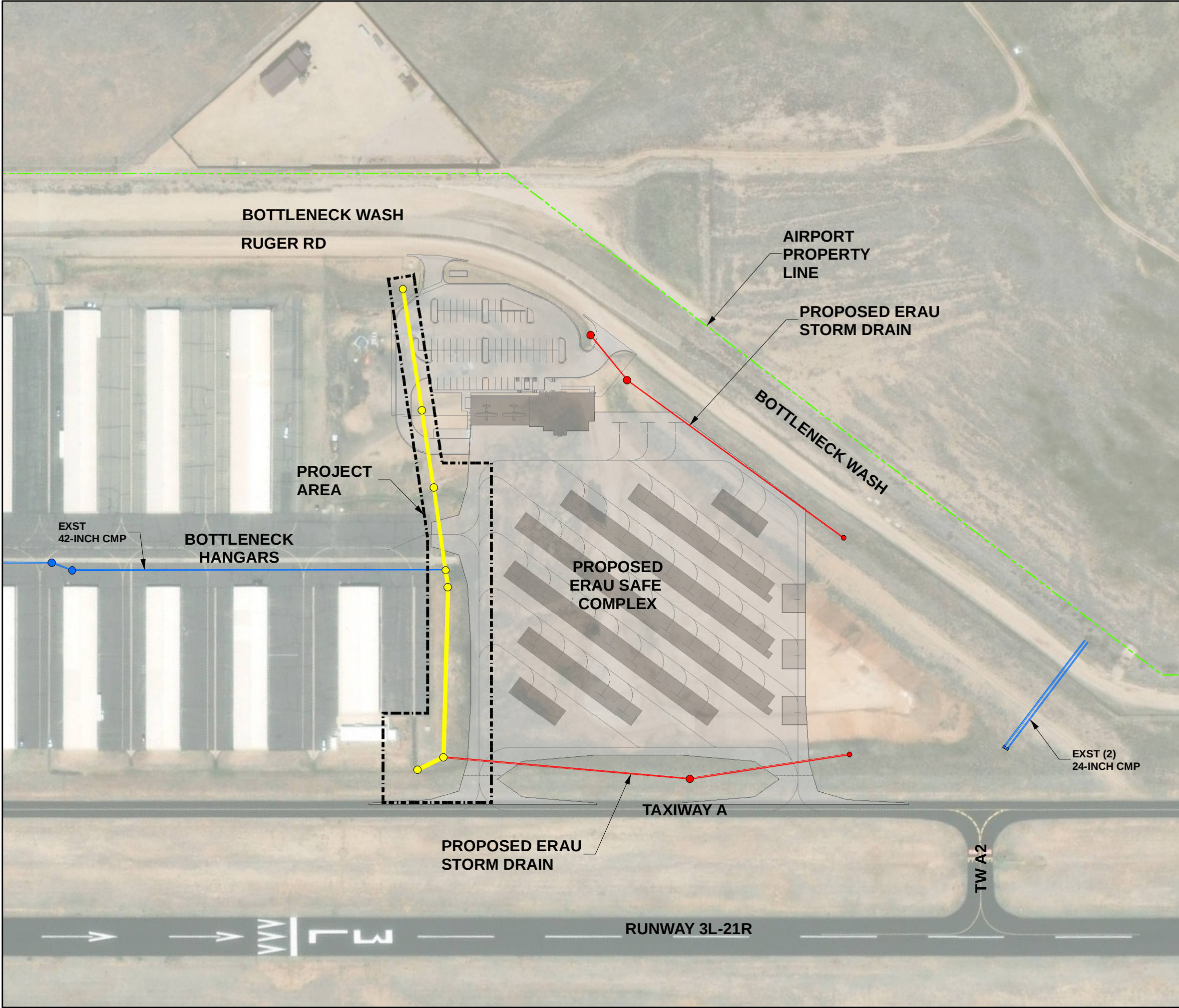
- e. All construction will occur on property owned by the Airport.
- f. Evaluations and designs are limited to the project area shown in the attached project exhibit.

13. Exclusions To This Scope of Work:

- a. Landscape, Irrigation, and Environmental Design Services.
- b. Structural Engineering, Mechanical, or Architectural Design Services.
- c. Survey – CAD files used in the *ERAU SAFE Complex* project will be used.
- d. Geotechnical Investigation and Report – the geotechnical report used in the *ERAU SAFE Complex* project will be used.
- e. Revisions to the most current offsite watershed hydrology model.
- f. Preparation and submittal for Categorical Exclusion or ADOT Environmental Checklist – this project is covered by the *ERAU SAFE Complex* CATEX which was recently approved by the FAA.
- g. Federal Flood Risk Management Standard (FFRMS) Floodplain Determination and Impact Assessment
- h. ALP Update or ADIP Submittal
- i. SWPPP and other environmental action required for permitting and construction approval by the City of Prescott/Yavapai County/State of Arizona (Contractor's Responsibility).
- j. Contractor's jobsite safety and compliance with all ADOSH and OSHA requirements are excluded (Contractor's responsibility).
- k. Construction staking and/or layout services (Contractor's Responsibility).

END OF SCOPE OF WORK

FILE: R:\Proposals\Airport Infrastructure\ARIZONA\On-Call Prescott\PRC On-Call 3 2018\PR42 SAFE Drainage Improvements\GIS\PRC-SAFE Drainage Scoping Exhibit.mxd DATE: 8/4/2023 TIME: 15:49 PM



**PRESCOTT REGIONAL AIRPORT
SAFE - OFF-SITE
DRAINAGE IMPROVEMENTS**

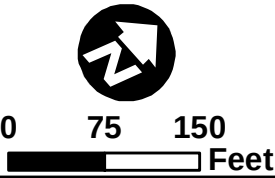
- LEGEND**
- PROPOSED DRAINAGE IMPROVEMENTS
 - EXISTING PRC DRAINAGE
 - PROPOSED ERAU SAFE COMPLEX STORM DRAIN SYSTEM
 - AIRPORT PROPERTY LINE

SCOPE EXHIBIT

VICINITY MAP



SITE PLAN



Firm: Dibble
On-Call Engineering
Project: **SAFE - Off-Site Drainage Improvements**
Design, Bid & Construction Phase Services
Prescott Regional Airport
Date: 8/4/2023



Contract Number: 2019-069
Project Number: TBD
Task Number: 42
Amendment Number: NA
ADOT Number: E3S3C01D

Summary	Dibble	Subs
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A. Design Phase Services

	Fee	Type		
1 Dibble Base Fee.....	\$ 73,729.00	Lump Sum	\$ 73,729.00	
2 Dibble Direct Costs/Expenses.....	\$ 680.00	Lump Sum	\$ 680.00	
Design Phase Subtotal.....	\$ 74,409.00		\$ 74,409.00	\$ -

B. Bid Phase Services

	Fee	Type		
1 Dibble Base Fee.....	\$ 4,611.00	Lump Sum	\$ 4,611.00	
2 Dibble Direct Costs/Expenses.....	\$ 410.00	Lump Sum	\$ 410.00	
Bid Phase Subtotal.....	\$ 5,021.00		\$ 5,021.00	\$ -

C. Construction Phase Services

	Fee	Type		
1 Dibble Base Fee.....	\$ 57,060.00	T&M	\$ 57,060.00	
2 Dibble Direct Costs/Expenses.....	\$ 5,950.00	T&M	\$ 5,950.00	
3 ETC (Quality Assurance Testing).....	\$ 7,595.00	T&M		\$ 7,595.00
Construction Phase Subtotal.....	\$ 70,605.00		\$ 63,010.00	\$ 7,595.00

	TOTAL	Dibble	Subconsultants
Total.....	\$ 150,035.00	\$ 142,440.00	\$ 7,595.00

Firm:	Dibble	Contract Number:	2019-069
	On-Call Engineering	Project Number:	TBD
Project:	SAFE - Off-Site Drainage Improvements	Task Number:	42
	Design, Bid & Construction Phase Services	Amendment Number:	NA
	Prescott Regional Airport	ADOT Number:	E3S3C01D
Date:	8/4/2023		

DESIGN PHASE SERVICES SUMMARY			
Classification	Total Hours	Billing Rates	Total Costs
1 Principal & Quality Manager	26	\$ 204.76	\$ 5,323.76
2 Planning Manager	0	\$ 178.74	\$ -
3 Senior Project Manager	82	\$ 187.51	\$ 15,376.02
4 Senior Planner	0	\$ 150.01	\$ -
5 Project Engineer	248	\$ 136.41	\$ 33,829.68
6 Designer	182	\$ 105.49	\$ 19,199.18
7 Admin Assistant	0	\$ 71.75	\$ -

Totals:	538		\$ 73,729.00
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DESIGN PHASE SERVICES DIRECT COSTS

Item	Cost	Type of Compensation
1 Submittal Printing (Dibble).....	\$ -	Direct Cost
2 Travel (Dibble).....	\$ 420.00	Direct Cost
3 Meals (Dibble).....	\$ 260.00	Direct Cost

Sub-Total for Direct Costs..... **\$ 680.00**

DESIGN PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Type of Compensation
1 None.....		Lump Sum

Sub-Total for Subconsultants: **\$ -**

DESIGN PHASE SERVICES TOTAL FEE

TOTAL FEE (rounded)..... \$ 74,409.00

Firm:	Dibble On-Call Engineering	Contract Number: 2019-069 Project Number: TBD
Project:	SAFE - Off-Site Drainage Improvements Design, Bid & Construction Phase Services	Task Number: 42 Amendment Number: NA
Date:	Prescott Regional Airport 8/4/2023	ADOT Number: E3S3C01D

DESIGN PHASE SERVICES - ESTIMATED MANHOURS								
TASK	PRINCIPAL & QUALITY MANAGER	PLANNING MANAGER	SENIOR PROJECT MANAGER	SENIOR PLANNER	PROJECT ENGINEER	CAD DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
1 General Project Management and Pre-Design Tasks								
1a Project Management & Administration			12					12
2 Design Start-Up and Data Collection								
2a Project Kick-Off Meeting			8		8			16
2b Existing Document Research and Coordination			2		4			6
2c Private and City Utility Coordination			2		4			6
3 30% Submittal								
3a 30% Design Plans			4		40	80		124
3b 30% Quantities and EOPCC			2		6	2		10
3c Draft Engineer's Design Report			4		60	4		68
3d Internal QA/QC Project Review	12		4					16
3e 30% Design Review Meeting & Plans-In-Hand Site Visit			8		8			16
4 95% Submittal								
4a 95% Design Plans			4		16	40		60
4b Draft Contract Documents and Technical Specifications			2		24			26
4c 95% Quantities and EOPCC			2		4	2		8
4d Pre-Final Engineer's Design Report			2		16	2		20
4e Draft Construction Safety and Phasing Plan			4		20	16		40
4f Internal QA/QC Project Review	8		4					12
4g 95% Design Review Meeting			4		4			8
5 100% Final Submittal								
5a 100% Sealed Design Plans			2		8	20		30
5b Final Design Alignments and Grading Model					4	8		12
5c Final Contract Documents and Technical Specifications			2		6			8
5d Final Quantities and EOPCC			2		4	2		8
5e Final Engineer's Design Report			2		8	2		12
5f Final Construction Safety and Phasing Plan			2		4	4		10
5g Internal QA/QC Project Review	6		4					10
TOTAL HOURS BY CLASSIFICATION	26	0	82	0	248	182	0	538

Firm:	Dibble	Contract Number:	2019-069
	On-Call Engineering	Project Number:	TBD
Project:	SAFE - Off-Site Drainage Improvements	Task Number:	42
	Design, Bid & Construction Phase Services	Amendment Number:	NA
	Prescott Regional Airport	ADOT Number:	E3S3C01D
Date:	8/4/2023		

DESIGN PHASE SERVICES DIRECT COSTS

1. PRINTING (30%, 95% and 100% Submittals)

a.	0	Submittals of	30 sheets =	60 Sheets @	\$	2.50 /sheet	\$	-
		Full-Size Bond Plans	2 sets					
b.	0	Submittals of	20 sheets =	80 Sheets @	\$	0.50 /sheet	\$	-
		Scaled 1/2-Size Plans	4 sets					
c.	0	Submittals of	550 sheets =	1100 Sheets @	\$	0.15 /sheet	\$	-
		Contract Docs and Tech Specs	2 sets	(double-sided)				
d.	0	Submittals of	150 sheets =	300 Sheets @	\$	0.15 /sheet	\$	-
		Engineer's Design Report	2 sets	(single-sided)				
e.	0	Submittals of	50 sheets =	100 Sheets @	\$	0.15 /sheet	\$	-
		Construction Safety and Phasing Plan	2 sets	(single-sided)				

DESIGN PHASE TOTAL \$ -

2. Travel (ADOT Rates)

a.	3	Trips (Vehicle)	250 miles per trip	\$	0.56 /mile	\$	420.00
							DESIGN PHASE TOTAL \$ 420.00

3. MEALS (ADOT or On-Call Contract Rates, whichever govern)

a.	2	All Day Site Visits	2 Person per visit on average (Senior PM & PE)	\$	66.00 /Day per person	\$	264.00
							DESIGN PHASE TOTAL \$ 260.00

Firm: Dibble
On-Call Engineering
Project: **SAFE - Off-Site Drainage Improvements**
Design, Bid & Construction Phase Services
Prescott Regional Airport
Date: 8/4/2023

Contract Number: 2019-069
Project Number: TBD
Task Number: 42
Amendment Number: NA
ADOT Number: E3S3C01D

BID PHASE SERVICES SUMMARY

Classification	Total Hours	Billing Rates	Total Costs
1 Principal & Quality Manager	0	\$ 204.76	\$ -
2 Planning Manager	0	\$ 178.74	\$ -
3 Senior Project Manager	18	\$ 187.51	\$ 3,375.22
4 Senior Planner	0	\$ 150.01	\$ -
5 Project Engineer	8	\$ 136.41	\$ 1,091.28
6 Designer	0	\$ 105.49	\$ -
7 Admin Assistant	2	\$ 71.75	\$ 143.50

Totals:	28		\$ 4,611.00
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BID PHASE SERVICES DIRECT COSTS

Item	Cost	Type of Compensation
1 Travel (Dibble).....	\$ 280.00	Direct Cost
2 Meals (Dibble).....	\$ 130.00	Direct Cost

Sub-Total for Direct Costs..... **\$ 410.00**

BID PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Type of Compensation
1 None.....		Lump Sum

Sub-Total for Subconsultants: **\$ -**

BID PHASE SERVICES TOTAL FEE

TOTAL FEE (rounded)..... \$ 5,021.00

Firm:	Dibble On-Call Engineering	Contract Number: 2019-069 Project Number: TBD
Project:	SAFE - Off-Site Drainage Improvements Design, Bid & Construction Phase Services	Task Number: 42 Amendment Number: NA
Date:	Prescott Regional Airport 8/4/2023	ADOT Number: E3S3C01D

BID PHASE SERVICES - ESTIMATED MANHOURS								
TASK	PRINCIPAL & QUALITY MANAGER	PLANNING MANAGER	SENIOR PROJECT MANAGER	SENIOR PLANNER	PROJECT ENGINEER	CAD DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
6 Bid Phase Services								
6a Project Management and Administration			2				2	4
6b Pre-Bid Meeting and Site Visit			6					6
6c Bid Addendum			2		4			6
6d Contractor Questions			2					2
6e Bid Opening Meeting			4					4
6f Bid Tabulation and Recommendation			2		4			6
TOTAL HOURS BY CLASSIFICATION	0	0	18	0	8	0	2	28

Firm:	Dibble	Contract Number:	2019-069
	On-Call Engineering	Project Number:	TBD
Project:	SAFE - Off-Site Drainage Improvements	Task Number:	42
	Design, Bid & Construction Phase Services	Amendment Number:	NA
	Prescott Regional Airport	ADOT Number:	E3S3C01D
Date:	8/4/2023		

BID PHASE SERVICES DIRECT COSTS
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1 Travel (ADOT Rates)				
a.	2 Trips (Vehicle)	250 miles per trip	\$ 0.56 /mile	\$ 280.00
BID PHASE TOTAL				\$ 280.00
3. MEALS (ADOT or On-Call Contract Rates, whichever govern)				
a.	2 All Day Site Visits	1 Person per visit on average (Senior PM)	\$ 66.00 /Day per person	\$132.00
BID PHASE TOTAL				\$130

Firm: Dibble
On-Call Engineering
Project: **SAFE - Off-Site Drainage Improvements**
Design, Bid & Construction Phase Services
Prescott Regional Airport
Date: 8/4/2023

Contract Number: 2019-069
Project Number: TBD
Task Number: 42
Amendment Number: NA
ADOT Number: E3S3C01D

CONSTRUCTION PHASE SERVICES SUMMARY

Classification	Total Hours	Billing Rates	Total Costs
1 Principal & Quality Manager	0	\$ 204.76	\$ -
2 Planning Manager	0	\$ 178.74	\$ -
3 Senior Project Manager	124	\$ 187.51	\$ 23,251.55
4 Senior Planner	0	\$ 150.01	\$ -
5 Project Engineer	220	\$ 136.41	\$ 30,010.20
6 Designer	36	\$ 105.49	\$ 3,797.64
7 Admin Assistant	0	\$ 71.75	\$ -

Totals:	380		\$ 57,060.00
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CONSTRUCTION PHASE SERVICES DIRECT COSTS

Item	Cost	Type of Compensation
1 Submittal Printing (Dibble).....	\$ 1,830.00	Direct Cost
2 Travel (Dibble).....	\$ 2,800.00	Direct Cost
3 Meals (Dibble).....	\$ 1,320.00	Direct Cost

Sub-Total for Direct Costs..... **\$ 5,950.00**

CONSTRUCTION PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Type of Compensation
1 ETC (Quality Assurance Testing).....	\$ 7,595.00	T&M

Sub-Total for Subconsultants: **\$ 7,595.00**

CONSTRUCTION PHASE SERVICES TOTAL FEE

TOTAL FEE (rounded)..... \$ 70,605.00

Firm:	Dibble On-Call Engineering	Contract Number: 2019-069 Project Number: TBD
Project:	SAFE - Off-Site Drainage Improvements Design, Bid & Construction Phase Services	Task Number: 42 Amendment Number: NA
Date:	Prescott Regional Airport 8/4/2023	ADOT Number: E3S3C01D

CONSTRUCTION PHASE SERVICES - ESTIMATED MANHOURS								
TASK	PRINCIPAL & QUALITY MANAGER	PLANNING MANAGER	SENIOR PROJECT MANAGER	SENIOR PLANNER	PROJECT ENGINEER	CAD DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
7 General Project Management								
7a Project Management & Administration			12					12
8 Preconstruction Activities								
8a Preconstruction Conference			4		4			8
8b Submittal Reviews and Coordination			2		8			10
9 Construction Administration Services								
9a Weekly Construction Meetings			12		12			24
9b Site Visits and Inspections			48		96			144
9c Shop Drawing Review and Coordination			2		18			20
9d RFI Review and Coordination			4		12			16
9e ESI Review and Coordination			4		8	16		28
9f Change Order Request Review and Coordination			8					8
9g QA/QC Coordination and Reviews			4		8			12
9h Monthly Payment Application Coordination and Review			2		6			8
10 Project Close-Out Activities								
10a Substantial Completion Inspection			4		4			8
10b Final Completion Inspection			4		4			8
10c Punchlist(s) and Coordination(s)			2		4			6
10d Final Construction Report and Coordination			4		20			24
10e Record Drawings			4		8	20		32
10f Final Quantities and Close-Out Change Order			4		8			12
TOTAL HOURS BY CLASSIFICATION	0	0	124	0	220	36	0	380

Firm:	Dibble	Contract Number:	2019-069
	On-Call Engineering	Project Number:	TBD
Project:	SAFE - Off-Site Drainage Improvements	Task Number:	42
	Design, Bid & Construction Phase Services	Amendment Number:	NA
	Prescott Regional Airport	ADOT Number:	E3S3C01D
Date:	8/4/2023		

CONSTRUCTION PHASE SERVICES DIRECT COSTS

1. PRINTING (Constuction Set, Record Drawings & Final Construction Report)

a.	1	Submittals of	30 sheets =	90 Sheets @	\$	2.50 /sheet	\$	450.00
		Full-Size Bond Plans	3 sets					
b.	1	Submittals of	30 sheets =	120 Sheets @	\$	0.50 /sheet	\$	240.00
		Scaled 1/2-Size Plans	4 sets					
c.	1	Submittals of	600 sheets =	600 Sheets @	\$	0.15 /sheet	\$	180.00
		Final Construction Report	1 sets	(double-sided)				
d.	1	Submittals of	30 sheets =	30 Sheets @	\$	16.00 /sheet	\$	960.00
		Full-Size Bond Plans (MYLAR)	1 sets	(single-sided)				
CONSTRUCTION PHASE TOTAL							\$	1,830.00

2. Travel (ADOT Rates)

a.	20	Trips (Vehicle)	250 miles per trip	\$	0.56 /mile	\$2,800
			(Senior PM or PE)			
CONSTRUCTION PHASE TOTAL						\$2,800

3. MEALS (ADOT or On-Call Contract Rates, whichever govern)

a.	20	All Day Site Visits	1 Person per visit on average	\$	66.00 /Day per person	\$1,320.00
			(Senior PM or PE)			
CONSTRUCTION PHASE TOTAL						\$1,320



Engineering & Testing Consultants, Inc

Quality Control Cost Estimate

Friday, August 4, 2023

PRC Safe Drainage Improvements - Prescott, AZ

PROPOSED SERVICES:

Storm Drain B/F, Concrete Sampling & Testing

Quality Control Testing, Earthwork

Quality Control Technician

40

Hrs.

\$75

Per hr.

\$3,000

Quality Control Testing, Concrete

Quality Control Technician

36

Hrs.

\$75

Per hr.

\$2,700

Laboratory Testing - Soil

Moisture Density Relationship - D698

4

Each

\$130

Per test

\$520

Plasticity Index, Dry Prep

1

Each

\$80

Per test

\$80

Particle Size Analysis - Gradation

1

Each

\$95

Per test

\$95

Laboratory Testing - Concrete

Concrete Compression Tests (4 per set)

48

Cylinders

\$25

Per cylinder

\$1,200

ESTIMATED COST, BASE BID

\$7,595

NOTES: Proposal does not include special inspections

A cost savings to the project can be anticipated if the amount of concrete pours are less than budgeted.

ETC will only invoice for actual time and costs for the project.

Rates are portal to portal from our Prescott office with no mileage charges or minimum hourly trip charges.

This estimate is based on an on-call basis only and it is the responsibility of the client for scheduling.

Any night or weekend work will be billed at 1.5 times normal rates. (Not included in this proposal)

This proposal does not include A/C or Concrete plant control.

This estimate is based on our review of the project documents.

We do not intend to say that the project can be constructed within the time frame we listed.

For estimating purposes you should use our unit rates.

GEOTECHNICAL ENGINEERING · SOILS & MATERIALS TESTING · SPECIAL INSPECTION
417 NORTH ARIZONA STREET · PRESCOTT, ARIZONA 86301 · 928-778-9001 ETCAZ.COM



TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: IT
ITEM #: 8.1
SUBJECT: Approval of City Contract No. 2024-068 with Code3 Technologies for Mobile Data Computers in an Amount not to Exceed \$78,815.96. Funding is Budgeted & Available in the Fire Department Budget.

ITEM SUMMARY

This is a fiscal year 2024 budgeted and approved item.

BACKGROUND

Mobile data computers is a five dollar way of saying a vehicle that has a computer of some sort in it.

The flip side of that coin is that not all computers are equally suited for living inside of a vehicle.

We can further thin the herd of options when you consider that public safety vehicles are heavy duty as far as the volume of use they see and the environments that those vehicles and staff go to.

That means that just any notebook isn't going to work for very long as most computers are not designed to be used for sustained period of time in those environments.

The solution there is something heavy duty which means resistant to vibration, extremes of heat and cold, water and drop resistant, basically something engineered and designed to be used around the clock for long periods of time in conditions that would cause standard notebooks to fail or break at a high rate.

Many organizations have a need for this type of computer but there are only a handful of creditable players in this space.

If you look at all of the variables in this process the only approach that makes sense is a collaborative and holistic approach to account for as many angles as possible and then field test those options to make sure that the lifecycle milestones for that possible solution are sound from pre-sales, to looking at what other agencies are doing (or are not doing).

The end goal of that process is to make sure that we are thorough and we end up with a solution that is an improvement on what we currently have.

This item is for the winner of that bake off process and will replace all Fire Department frontline vehicle MDC units and includes an on-premise spare unit as a hedge bet.

FINANCIAL IMPACT

This is a FY24 budgeted item with an expected useful life of 5 years of near constant use. This purchase will be made under the OMNIA Partners-TD Synnex-Region 14 ESC-TX 01-97 Contract.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2024-068

ATTACHMENTS

1. Prescott_Fire_Quote_22-088_Getac



PROPOSAL

Date: 8/3/2023
QUOTE: 23-088

Matt Schwall
Prescott Fire Dept.
1700 Fire Springs
Prescott, AZ 86303
928-777-1400

Customer ID: PFDZ001

Salesperson	Project	Payment Terms	Contract#
Jim Boubelik	Getac B360G2	Net 30	NCPA 01-97

Part#	Description	Qty	Unit Price
BS3764CABPGX	Getac-B360G2: i5-1240P, Windows Hello Webcam, Win 11 Pro x64, 16GB RAM, 256GB PCIe SSD (main stg, user swappable), Sunlight Readable Full HD LCD 1400 nits +Touchscreen + Hard tip stylus, Imager/Barcode Reader, US Keyboard + US Membrane Red Backlit Keyboard, Dual Battery, WIFI + BT + 5G Sub-6 (EM9190) w/ integrated GPS/Glonass, Serial RS232, VGA, LAN RJ45, HDMI, Thunderbolt 4, 3yr B2B Warranty	13	\$4012
GE-SVTBNFX5Y	Bumper to Bumper + Extended Warranty - (Year 4 & 5)	13	\$510
543390100004	Havis B360 Tf1 Vehicle Dock Tri-Pass Through, Power Supply Mounting Bracket, Screen Support Brace, PKG-DS-GTC-1204-3	12	\$794
GAD2X8	Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire), 3 year warranty	12	\$100
AP-GTC-NEXT-CWG-Q-BL-19	Airgain Antenna Centurion Next 5G 3 in 1 Cell/LTE/5G, WiFi, GNSS, 19ft coax, color black, bolt mount. (with flat gasket for mounting on most other vehicles)	12	\$269

Subtotal	\$72,742.00
Sales Tax	\$6,073.96
Shipping	\$0.00
Total	\$78,815.96



Thanks for your business!
Quote expires **11/3/2023***



TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: IT
ITEM #: 8.J
SUBJECT: Approval of City Contract No. 2024-069 with Motorola Solutions Incorporated for Radio Equipment in an Amount not to Exceed \$157,731.97. Funding is Budgeted & Available in the Police Department Budget.

ITEM SUMMARY

This is a housekeeping item for several vehicle and handheld radio items.

BACKGROUND

This item is for the approval of several budgeted vehicle radio items.

There are two uniquely complicating factors at work here.

The first is that government vehicles are actually a physical vehicle plus a number of elements so equipment, lights, radios, computers, etc.

Those elements are wildly variable as far as the amount of time that passes between ordering and receiving the items and that translates to long delays from an item quoted, being in production, and being received which triggers an invoice arriving for those items.

That dynamic is amplified as if we ordered a police vehicle - let's say today - we might, or might not, see the vehicle itself for months and elements like radios may, or may not, show up for 40 weeks potentially.

At the single vehicle level this isn't ideal but it is still manageable from a tracking and coordination perspective.

If you take that same trend and apply it in parallel to a number of vehicles which are staggered in chunks you suddenly have many elements in motion at different rates of potential arrival, and ultimately, the connections between a quote for items, the delivery of those items, and the invoicing of those items gets very murky.

This item brings together several of those things together as they are similar in purpose but not identical to one another.

In these items as both the physical vehicles themselves and the radio elements have been subject to long and inconsistent lead times.

For example, if we place a vehicle order today, we may or may not get that actual vehicle for months and the radio elements can run up to, or more, than 40 weeks of lead time to actually receive those items.

That creates some complex and difficult logistical challenges as vehicles have multiple parts and pieces that go in to making them service ready and those parts and pieces show up at long intervals

from one another as well as in unpredictable intervals from one radio or order to the next.

This item aggregates a number of these items together in a single container for ease of tracking.

FINANCIAL IMPACT

These are approved and budgeted items in the Police Department budget. They fall under State of Arizona Contract CTR046830

RECOMMENDED ACTION

MOVE to approve City Contract No. 2024-069

ATTACHMENTS

1. MSIAR_INV_1000249856_8281631074
2. MSIAR_INV_1000249856_8281687084
3. quote 2168891
4. quote 2168901



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE			
Transaction Number 8281631074		Transaction Date 17-MAY-2023	Transaction Total 68,092.85 USD
P.O. Number RAV00029521		P.O. Date 18-NOV-2022	Customer Account No 1000249856
Payment Terms Net Due in 30 Days			Payment Due Date 16-JUN-2023

Visit our website at www.motorolasolutions.com

Bill To Address

PRESCOTT, CITY OF
ATTN: Accounts Payable
201 S CORTEZ
PRESCOTT AZ 86302
United States

Ship To Address

PRESCOTT, CITY OF
432 N VIRGINA ST
PRESCOTT AZ 86301
United States

IMPORTANT INFORMATION

Ultimate Destination
United States

Freight Terms: FREIGHT
PREPAID
Inco Term: CPT
NEAREST PORT OF IMPORT

For all invoice payment inquiries contact
SLT7AR@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): 3202785808

Delivery Number(s): 9108544374

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	M25KSS9PW1BN	APX6500 ENHANCED VHF MOBILE SO Line #: 1.1 Ship Date: 16-MAY-2023 SERIAL NUMBERS 527CZK1645 527CZK1646 527CZK1647 527CZK1648 527CZK1649 527CZK1650 527CZK1651 527CZK1652 527CZK1653 527CZK1654	10	2,374.69	23,746.90
1.1	LSV01S00133A	GA00318AF - ENH: 5 YEAR ESSENTIAL SVC : Duration Service From: 20-MAY-2023 Service To: 19-MAY-2028	10	352.00	3,520.00
1.2	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	10	0.00	0.00
1.3	G89AC	ADD: NO RF ANTENNA NEEDED	10	0.00	0.00
1.4	GA09001AA	ADD: WI-FI CAPABILITY	10	240.90	2,409.00

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8281631074	Customer Account No 1000249856	Payment Due Date 16-JUN-2023	Transaction Total 68,092.85 USD	Amount Paid
---	--	--	--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

PRESCOTT, CITY OF
ATTN: Accounts Payable
201 S CORTEZ
PRESCOTT AZ 86302
United States

Payment Transfer Details

Bank of America, Dallas
Bank Account No: 3756319806

Send Payments To:

Motorola Solutions, Inc.
13108 Collections Center
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8281631074	Transaction Date 17-MAY-2023	Transaction Total 68,092.85 USD
P.O. Number RAV00029521	P.O. Date 18-NOV-2022	Customer Account No 1000249856
Payment Terms Net Due in 30 Days		Payment Due Date 16-JUN-2023

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1.5	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	10	0.00	0.00
1.6	W22BA	ADD: STD PALM MICROPHONE APX	10	57.67	576.70
1.7	G67DT	ADD: REMOTE MOUNT E5 APXM	10	238.71	2,387.10
1.8	GA01670AA	ADD: APX E5 CONTROL HEAD	10	523.41	5,234.10
1.9	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10	0.00	0.00
1.10	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	10	48.18	481.80
1.11	G806BL	ENH: ASTRO DIGITAL CAI OP APX	10	413.91	4,139.10
1.12	G48BD	ENH: CONVENTIONAL OPERATION APX6500	10	401.50	4,015.00
1.13	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	10	0.00	0.00
1.14	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10	0.00	0.00
2	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE SO Line #: 2.1 Ship Date: 16-MAY-2023 SERIAL NUMBERS 681CZH4484 681CZH4485 681CZH4486	3	4,136.91	12,410.73
2.1	LSV01S00133A	GA00318AF - ENH: 5 YEAR ESSENTIAL SVC : Duration Service From: 20-MAY-2023 Service To: 19-MAY-2028	3	352.00	1,056.00
2.2	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	3	0.00	0.00
2.3	GA05509AA	DEL: DELETE UHF BAND	3	(584.00)	(1,752.00)
2.4	GA05507AA	DEL: DELETE 7/800MHZ BAND	3	(584.00)	(1,752.00)
2.5	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	3	0.00	0.00
2.6	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3	0.00	0.00
2.7	GA01670AA	ADD: APX E5 CONTROL HEAD	3	523.41	1,570.23
2.8	W22BA	ADD: STD PALM MICROPHONE APX	3	57.67	173.01
2.9	G67EH	ADD: REMOTE MOUNT E5 MP	3	238.71	716.13
2.10	G806BL	ENH: ASTRO DIGITAL CAI OP APX	3	413.91	1,241.73
2.11	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	3	48.18	144.54
2.12	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	3	0.00	0.00



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8281631074	Transaction Date 17-MAY-2023	Transaction Total 68,092.85 USD
P.O. Number RAV00029521	P.O. Date 18-NOV-2022	Customer Account No 1000249856
Payment Terms Net Due in 30 Days		Payment Due Date 16-JUN-2023

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
2.13	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	3	0.00	0.00
2.14	GA09001AA	ADD: WI-FI CAPABILITY	3	240.90	722.70
2.15	G48BB	ENH: CONVENTIONAL OPERATION APX	3	642.40	1,927.20
2.16	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	3	0.00	0.00
2.17	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	3	76.65	229.95
				USD Subtotal	63,197.92
				USD Total Tax	4,894.93
				USD Total	68,092.85
				USD Amount Due	68,092.85



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE			
Transaction Number 8281687084		Transaction Date 08-AUG-2023	
P.O. Number 02230278		P.O. Date 28-DEC-2022	Customer Account No 1000249856
Payment Terms Net Due in 30 Days			Payment Due Date 07-SEP-2023
Bill To Address PRESCOTT, CITY OF ATTN: Accounts Payable 201 S CORTEZ PRESCOTT AZ 86302 United States		Ship To Address PRESCOTT POLICE DEPT, CITY OF 222 S MARINA ST PRESCOTT AZ 86303 United States	

Visit our website at www.motorolasolutions.com

IMPORTANT INFORMATION

Ultimate Destination
United States

Freight Terms: FREIGHT
PREPAID
Inco Term: CPT
NEAREST PORT OF IMPORT

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): 3202825317

Delivery Number(s): 9109524013

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	RLN4941A	REC ONLY EARPIECE W/TRANSLUCET TUBE SO Line #: 1.1 Ship Date: 07-AUG-2023	10	56.03	560.30
2	RLN6554A	APX WIRELESS RSM W/ DUC US/NA/JP/TW SO Line #: 3.1 Ship Date: 07-AUG-2023	10	236.52	2,365.20
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA SO Line #: 5.1 Ship Date: 07-AUG-2023	10	123.78	1,237.80
4	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55 SO Line #: 6.1 Ship Date: 07-AUG-2023 Tracking Number(s):	10	104.86	1,048.60

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8281687084	Customer Account No 1000249856	Payment Due Date 07-SEP-2023	Transaction Total 5,647.09 USD	Amount Paid
---	--	--	--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

PRESCOTT, CITY OF
ATTN: Accounts Payable
201 S CORTEZ
PRESCOTT AZ 86302
United States

Payment Transfer Details

Bank of America, Dallas
Bank Account No: 3756319806

Send Payments To:



Motorola Solutions, Inc.
13108 Collections Center
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE			
Transaction Number 8281687084		Transaction Date 08-AUG-2023	Transaction Total 5,647.09 USD
P.O. Number 02230278		P.O. Date 28-DEC-2022	Customer Account No 1000249856
Payment Terms Net Due in 30 Days			Payment Due Date 07-SEP-2023

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
		782083290720			
USD Subtotal					5,211.90
USD Total Tax					435.19
USD Total					5,647.09
USD Amount Due					5,647.09

Billing Address:
 PRESCOTT, CITY OF
 201 S CORTEZ
 PRESCOTT, AZ 86302
 US

Quote Date:05/17/2023
 Expiration Date:08/15/2023
 Quote Created By:
 Douglas Buxbaum
 Doug.Buxbaum@
 motorolasolutions.com

End Customer:
 PRESCOTT, CITY OF
 Jon Brambila
 jon.brambila@prescott-az.gov
 Contract: 21069 - STATE OF AZ

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25KSS9PW1BN	APX6500 ENHANCED VHF MOBILE	10	\$6,371.12	\$4,728.68	\$47,286.80
1a	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	10			
1b	G301AC	ADD:3BD ANT 136-174MHZ	10			
1c	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10			
1d	G48BD	ENH: CONVENTIONAL OPERATION APX6500	10			
1e	G806BL	ENH: ASTRO DIGITAL CAI OP APX	10			
1f	GA01670AA	ADD: APX E5 CONTROL HEAD	10			
1g	W22BA	ADD: STD PALM MICROPHONE APX	10			
1h	G67DT	ADD: REMOTE MOUNT E5 APXM	10			
1i	G78AT	ENH: 3 YEAR ESSENTIAL SVC	10			
1j	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	10			
1l	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	10			
1m	GA09001AA	ADD: WI-FI CAPABILITY	10			

Subtotal \$47,286.80

\$3,948.45

Grand Total \$51,235.25(USD)





PRESCOTT, CITY OF

05/17/2023

05/17/2023

PRESCOTT, CITY OF
201 S CORTEZ
PRESCOTT, AZ 86302

Dear Jon brambila,

Motorola Solutions is pleased to present PRESCOTT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide PRESCOTT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Douglas Buxbaum at Doug.Buxbaum@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Douglas Buxbaum

Billing Address:
 PRESCOTT, CITY OF
 201 S CORTEZ
 PRESCOTT, AZ 86302
 US

Quote Date:05/17/2023
 Expiration Date:08/15/2023
 Quote Created By:
 Douglas Buxbaum
 Doug.Buxbaum@
 motorolasolutions.com

End Customer:
 PRESCOTT, CITY OF
 Jon brambila
 jon.brambilla@prescott-az.gov
 (928) 777-1296

Contract: 21069 - STATE OF AZ

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	RLN4941A	REC ONLY EARPIECE W/ TRANSLUCET TUBE	6	\$76.76	\$56.03	\$336.18
2	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	6	\$168.63	\$123.10	\$738.60
3	RLN6554A	APX WIRELESS RSM W/ DUC US/NA/JP/TW	6	\$324.00	\$236.52	\$1,419.12
4	PMNN4461A	BATT STD LIION 1800T	6	\$68.25	\$49.82	\$298.92
5	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	6	\$186.50	\$136.15	\$816.90
	APX™ 6000 Series	APX6000				
6	H98KGD9PW5BN	APX6000 VHF MHZ MODEL 1.5 PORTABLE	6	\$3,213.00	\$2,345.49	\$14,072.94
6a	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	6	\$0.00	\$0.00	\$0.00
6b	QA09001AB	ADD: WIFI CAPABILITY	6	\$330.00	\$240.90	\$1,445.40
6c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	6	\$0.00	\$0.00	\$0.00
6d	H35BU	ADD: CONVENTIONAL OPERATION	6	\$550.00	\$401.50	\$2,409.00
6e	QA01222AB	ADD: BELT CLIP 3.0	6	\$13.00	\$9.49	\$56.94



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
6f	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	6	\$567.00	\$413.91	\$2,483.46
6g	Q887AU	ADD: 5Y ESSENTIAL SERVICE	6	\$306.00	\$306.00	\$1,836.00

Subtotal \$25,913.46

\$2,163.78

Grand Total **\$28,077.24(USD)**





TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: IT
ITEM #: 8.K
SUBJECT: Approval of City Contract No. 2024-067 with DocUnited Imaging LLC for Three Year Document Imaging System Site License, Support, and Maintenance in an Amount Not to Exceed \$133,597.35 for the Term of the Agreement. Funding is Budgeted & Available in the IT Department Budget.

ITEM SUMMARY

This item is for document imaging software support, maintenance, and site license with a three-year term. The first year cost amount for this is \$43,222.80 with a 3% increase each year.

BACKGROUND

Document imaging software is an umbrella term for something that is actually pretty straightforward - taking digital or paper documents and add them to an electronic repository.

That sounds much like a digital filing cabinet and in some respects it is very much that, however, what makes document imaging systems more valuable than that is that document imaging systems provide mechanisms to identify and tag documents with various attributes.

The resulting metadata is stored in a database and that allows complex groupings of these documents to be efficiently accessed and managed.

For example, we can group all contracts, minutes of public meetings, etc and align those items as a group to State of Arizona document retention guidelines, provide public access to those documents, and do this with several orders of magnitude more efficiency than is possible with other methods.

If we take a step back for a moment, it shouldn't be a surprise to say that the tempo of technology is high. One of the outcomes of that is that we have not only massive quantities of information/documents at our fingertips, the quantity of that information plus the rate at which new information washes up on our shores creates several challenges to answering some fundamental questions - how do we find the right item(s), how do we ensure that we have authoritative versions of those items, how do we organize them, and how do we make the lifecycle management of those items efficient?

At small scale these are not particularly difficult questions to answer or manage.

The X factor here is that the quantity of data is millions of documents spread out in various locations which cross departmental boundaries with more and more arriving each day.

When we look at that scale these fundamental questions are still present but are now more difficult and time/energy intensive to tackle due to the density and volume of data to sift through to find items plus the difficulty of evaluating if the item(s) in-hand are the right item(s) for the given task at hand.

These are not challenges unique to City of Prescott and the question is what to do about it in a logical, sustainable, and measured way.

Document imaging systems are purpose built for this type of work and we have been using Laserfiche for several years with success across several departments.

This particular items extends our use of Laserfiche across our organization and does so in the most economical way possible by moving from a per user license to a site license.

The way that works is very much like visiting a restaurant where you pay per person versus going to the same restaurant with hundreds of people and paying a flat fee for anyone and everyone you want to bring to the restaurant.

With a small number of people that doesn't make much sense but at an organizational-sized quantity of people the per user licensing makes no sense.

For example, if we wanted to use Laserfiche across our organization under the per person licensing model we would be looking at something like \$180,000 per year roughly.

The same thing under the 'everyone you care to bring to breakfast' type model is just over \$43,000 per year.

FINANCIAL IMPACT

Pricing and contract is OMNIA Partners/NCPA Cooperative Contract 36-22 Region 14 ESC

Cost recovery in the IT Department budget allows us to budget and cover the cost of this item per year without increasing overall IT Department budget.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2024-067

ATTACHMENTS

1. 102562

DocUnited Imaging, LLC
P.O. Box 39386
Phoenix, AZ 85069 US
(602)6158297
smosby@docunited.com
http://www.docunited.com

Invoice



BILL TO
City of Prescott 201 S Cortez Street Prescott, AZ 86303 United States

SHIP TO
City of Prescott 201 S Cortez Street Prescott, AZ 86303 United States

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
102562	06/29/2023	\$43,222.80	07/29/2023	Net 30	

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DESCRIPTION	QTY	RATE	AMOUNT
Laserfiche Municipality Site License includes 150 full users along with all items included with enterprise tier level. Special pricing approved 60% discount. 3 year commitment with 3% increases year over year. Advanced search - Perform and save granular searches across a wide set of search attributes for easy and quick content retrieval. Version history - Store previous versions of documents allowing you to revert back to prior versions if necessary. Annotations - Add searchable comments, callouts, highlights, stamps and more to images and text Simultaneous editing of Microsoft 365 content - Collaborate on and edit Microsoft 365 content at the same time with other users Customizable metadata templates - Define a metadata template that can be automatically populated to support keyword search, document classification and more Federated search - Perform searches across multiple repositories at the same time to locate content across the enterprise. Public Portal (Weblink) Unlimited Views - Provide read-only web access to documents for a population outside of your organization with a user-friendly public portal No-code workflow designer - Automate email alerts, document routing, approvals and much more with a drag-and-drop interface to automate and optimize virtually any process. Task management - View, manage, complete and report on individual and team tasks, which can be sorted by priority and deadlines in a central task inbox Custom scripting - Create custom scripts to include as part of automated solutions and integrate with third parties. Process health reports - Identify process bottlenecks and inefficiencies using out-of-the-box insights reports that monitor process health metrics. Custom reports - Create custom report visualizations on process data to gain business intelligence and inform strategic decisions. Bulk import - Automatically import electronic files from network drives and file shares in bulk or on a schedule. Email archiving - Archive emails automatically, using filing rules based on email properties such as "subject" or "from/to".	1	39,800.00	39,800.00T

DESCRIPTION	QTY	RATE	AMOUNT
Mobile app capture - Easily capture documents through your mobile device's camera and access offline documents via mobile app. Batch document scanning and image processing - Perform automated clean-up (e.g. page separation, image improvement, deskew, etc.) to improve OCR and indexing. Auto-classification and auto filing - Sort and classify documents as they are added to the repository, simplifying the process to search and retrieve content. Dynamic field rules - Dynamically show and hide certain form fields based on the values of other fields for more complex forms. Form templates - Use pre-built forms and process templates to reduce development time and jumpstart automation efforts. Approval and task automation - Automate approval tasks, document routing, reminders and more using a code-free business process designer to outline the activities after a form submission. Surveys - Create surveys and view results as responses are submitted via visualized charts. Custom themes - Set colors, font sizes, borders, logos and everything else to design the look of an electronic form. CSS/JavaScript scripting - Allows advanced functionality to be added to an electronic form to customize how a form looks and feels beyond existing functionality by using CSS/JavaScript. Mobile offline form submissions - Complete electronic forms on the go or through kiosk mode via mobile app, even when offline. Offline forms are submitted when connection is restored. Public form submissions (Unlimited) - Dynamically show and hide certain form fields based on the values of other fields for more complex forms. Database lookups - Access local databases to populate form fields, metadata, process logic and more via lookups. Software development kit - Create custom applications that access Laserfiche with programming tools and documentation. DocuSign integration - Send documents from the Laserfiche repository via DocuSign to complete e-signatures. Redactions - Redact images and/or text associated with a document to hide sensitive data from unauthorized users. Advanced audit trail on user activity - Configure and track successful and unsuccessful changes to access rights, global and user settings, passwords and more. Records lifecycle management - Manage records through creation, active use, and disposition based on compliance and organizational requirements. This includes classifying, securing, storing, tracking and destroying records as necessary. Legal holds - Apply a legal hold to specified content, preserving all forms of relevant information and halt retention policies to avoid evidence tampering or accidental removal when litigation is possible. Development sandbox environments - Test solutions and experiment new innovations using sandbox environments. Online learning resources - Access a variety of training videos, certification courses, documentation and more to support smooth implementation and user adoption. Community forum - Engage with a vibrant user community, including Laserfiche staff, resellers and other customers, to share questions and find answers.			

SUBTOTAL	39,800.00
TAX	3,422.80
TOTAL	43,222.80
BALANCE DUE	\$43,222.80



TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: Public Works
ITEM #: 9.A
SUBJECT: Adoption of Ordinance No. 2023-1837 for the Acceptance of Two Public Sewer Easements.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A PUBLIC SEWER EASEMENT AGREEMENT FROM CHAMBERLAIN DEVELOPMENT PRESCOTT, L.L.C. AND JAMES DEEP WELL RANCHES #1, LLC, AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID ACCEPTANCE

ITEM SUMMARY

This item is for the adoption of Ordinance No. 2023-1837, accepting two Public Sewer Easements.

BACKGROUND

Development of the area has necessitated the need for a City sewer main extension in the area. The affected property owner's are granting this public sewer easement to the City for the main extension.

Both property owners are offering this public sewer easement at no cost.

The City's standard Easement Agreement was used for this project.

FINANCIAL IMPACT

The total cost to the City, of accepting the aforementioned Easement, will be recording costs.

RECOMMENDED ACTION

MOVE to adopt Ordinance No. 2023-1837

ATTACHMENTS

1. Ordinance No. 2023-1837
2. Deep Well Ranch Vicinity Map

ORDINANCE NO. 2023-1837

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A PUBLIC SEWER EASEMENT AGREEMENT FROM CHAMBERLAIN DEVELOPMENT PRESCOTT, L.L.C. AND JAMES DEEP WELL RANCHES #1, LLC, AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID ACCEPTANCE

RECITALS:

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

WHEREAS, the terms and conditions in the City of Prescott's ("City") standard public sewer easement agreement is deemed to be fair and equitable.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the public sewer easement agreement from Chamberlain Development Prescott, L.L.C., pursuant to the terms and conditions as set forth in the City's standard public sewer easement agreement dated 17th day of July, 2023.

SECTION 2. THAT the City Council hereby accepts the public sewer easement agreement from James Deep Well Ranches #1, L.L.C., pursuant to the terms and conditions as set forth in the City's standard public sewer easement agreement dated 17th day of July, 2023.

SECTION 3. THAT the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing acceptance of the above public sewer easement agreement including the payment of recordation fees of the easement documents.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2023.

PHILIP R. GOODE, MAYOR

ATTEST:

APPROVED AS TO FORM:

SARAH SIEP
City Clerk

JOSEPH D. YOUNG
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

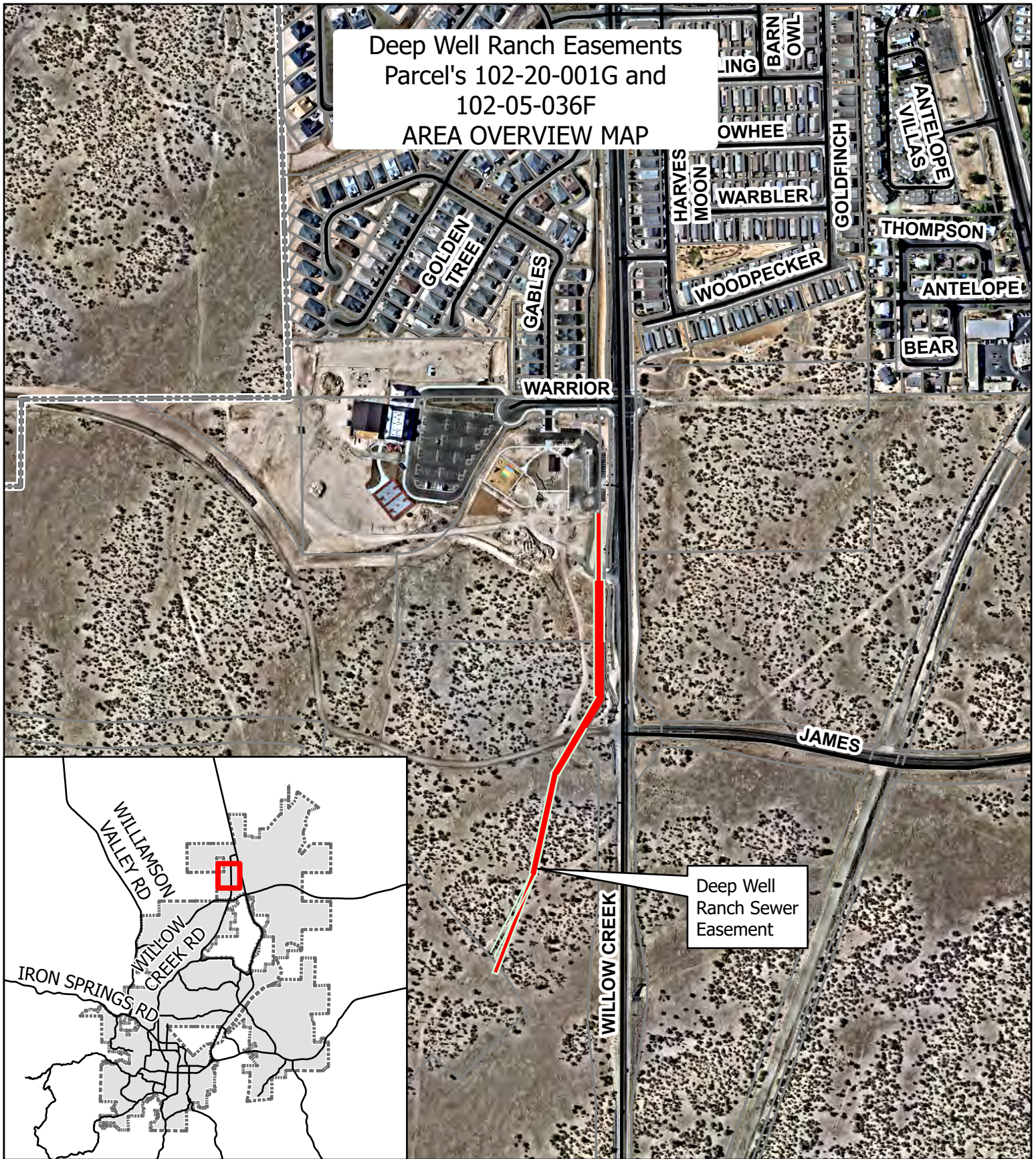
I, the undersigned Sarah Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2023-1837 is a true, correct and accurate copy of Ordinance No. 2023-1837 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2023, at which a quorum was present and, by a _____ vote, _____ voted in favor of said ordinance.

Given under my hand and sealed this _____ day of _____, 2023.

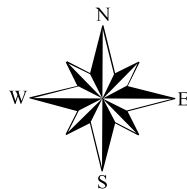
Seal

City Clerk

Deep Well Ranch Easements
Parcel's 102-20-001G and
102-05-036F
AREA OVERVIEW MAP



The City of Prescott cannot guarantee the accuracy of the information contained in this map. Each user of this map is responsible for determining its suitability for his or her intended use or purpose. .



0 250 500 750 1,000 1,250 1,500
Feet

Scale: 1:6,000
1 Inch = 500 Feet





TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: City Clerk
ITEM #: 10.A
SUBJECT: Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Ian Benjamin Burns, Applicant, for Brown Bag Burger. Location: 130 W Gurley Street #A.

ITEM SUMMARY

Liquor License Application

Ian Benjamin Burns has applied for a new Series 12 Restaurant liquor license for Brown Bag Burger

License -Brown Bag Burger

Applicant - Ian Benjamin Burns

City Application No. - LIQR23-010

State Application No. - 248933

Sixty Day Processing Deadline -August 28, 2023

Staff Recommendation

Police Department - In Compliance

Community Development - In Compliance

Public Comments Received - None

NOTE: State law provides that for a liquor license application, "In all proceedings before the governing body of a city...the applicant bears the burden of showing that the public convenience requires that the best interest of the community will be substantially served by the issuance of a license." (A.R.S. 4-201) The governing body of a city or town, on a case-by-case basis, may approve an exemption from the distance restrictions prescribed in this section for a church or a public or private school that is located in an area that is designated an entertainment district by the governing body of that city or town.

BACKGROUND

The application presented for consideration has complied with each of the following requirements:

1. The application has been filed with the State Liquor Department and released to the City for additional processing.
2. The City application fee, set by Section 4-7-3 of the Prescott City Code, has been paid.
3. The application has been posted at the proposed location for the required twenty days and any statements of opposition or statements of support received by the City Clerk are attached.
4. The Police Department has reviewed the application according to State law, which precludes issuance of a license to any person who: (1) within one year has violated any provision of a liquor license or had a liquor license revoked; or (2) within five years of the date of application has been convicted of a felony involving moral turpitude.
5. The Community Development Department has reviewed the application to determine whether the zoning is proper.

Public Hearing and Action Procedure

The City Council's recommendation of approval, disapproval or no recommendation, will be forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration.

Recommendation of Approval

If the Council recommendation is for approval, no hearing is required unless the Director of the Department, the State Liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If no hearing is requested, the Director may approve the license.

Recommendation of Disapproval

If the Council recommendation is for disapproval of an application, a statement of the specific reasons along with a summary of the testimony or other evidence supporting the recommendation for disapproval is required to be attached to the order of disapproval and submitted to the Director, after which a public hearing will be held.

No Recommendation

If the council makes no recommendation, the Director may cancel the hearing and issue the license unless the board or any aggrieved party protests and requests a hearing. If the reason for the protest is clearly removed or deemed satisfied by the Director, the Board shall cancel the hearing and the Department may issue the license.

FINANCIAL IMPACT

The application and license fees have been paid. There is no further financial impact for this item.

RECOMMENDED ACTION

1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License No. 248933 for a new Series 12 Restaurant liquor license application for Brown Bag Burger. Location: 130 W Gurley Street #A

ATTACHMENTS

1. Liquor Licenses Attachment A - Series Number Definitions
2. Liquor Licenses Attachment B - AZ Laws & Regulations

LIQUOR LICENSE SERIES NUMBER DEFINITIONS

- 1 **In-State Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 2 **Out-of-state Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 3 **Microbrewery**, less than 1,240,000 gallons of beer produced annually on premises, unlimited on- and off-sale, less than 93,000 gallons may be distributed to retail licensees annually.
- 4 **Wholesaler**, all spirituous liquor, purchased from in- and out-of-state Arizona licensed producers, may sell to Arizona-licensed retailers.
- 5 **Government**, all spirituous liquor, may sell to patrons to consume on premises.
- 6 **Bar**, all spirituous liquor, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 7 **Beer and Wine Bar**, beer and wine only, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 9 **Liquor Store**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 9S **Liquor Store with Sampling Privileges**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, provide limited residential delivery, on-site permanent sampling events using store inventory.
- 10 **Beer and Wine Store**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 10S **Beer and Wine Store with Sampling Privileges**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site permanent sampling events using store inventory.
- 11 **Hotel/Motel w/Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 12 **Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 13 **Farm Winery**, produces at least 200 gallons, but not more than 40,000 gallons of wine annually, produced on premises and by other domestic farm wineries.
- 14 **Private Club**, all spirituous liquor, may sell to bona fide members & their guests for on-premises consumption.
- 15 **Special Event**, all spirituous liquor, temporary license, off-sale allowed by auction in closed, original container for off-sale consumption, may sell to patrons to consume on premises.
- 16W **Farm Winery Fair/Festival**, authorization issued for a specified period to a domestic farm winery to serve samples of its products and sell the products in individual portions for consumption on the premises or in original, unopened, containers for consumption off the premises.
- 18 **In-State Craft Distillery**, less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On-and off-sale retail privileges on licensed premises.

- 19 **Remote Tasting Room**, owned and operated by a licensee that concurrently owns one of the following Arizona liquor licenses: (1) Series 2W, Out-of-state Farm Winery; (2) Series 2D, Out-of-state Craft Distillery; (3) Series 13, In-state Farm Winery; or (4) Series 18, In-state Craft Distiller.

NOTE: A.R.S.§4-207. (A) and (B) state that no **retailer's license** shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S.§4-205.02) Series 12
- b) Hotel/motel license (A.R.S.§4-205.01) Series 11
- c) Microbrewery (A.R.S.§4-205.08) Series 3
- d) Craft Distillery (A.R.S.§4-205.10) Series 18
- e) Government license (A.R.S.§4-205.03) Series 5
- f) Playing area of a golf course (A.R.S.§4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

**Arizona Laws and Regulations Relating to
Granting a Liquor License for a Certain Location
(pursuant to Arizona Revised Statute §4-201(I))**

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).



TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: City Clerk
ITEM #: 10.B
SUBJECT: Public Hearing and Consideration for a New Series 3 In State Microbrewery Liquor License Application from Ian Benjamin Burns, Applicant, for Brown Bag Burger. Location: 130 W Gurley Street #A.

ITEM SUMMARY

Liquor License Application

Ian Benjamin Burns has applied for a new Series 3 In State Microbrewery liquor license for Brown Bag Burger

License -Brown Bag Burger

Applicant - Ian Benjamin Burns

City Application No. - LIQR23-011

State Application No. - 248929

Sixty Day Processing Deadline - August 28, 2023

Staff Recommendation

Police Department - In Compliance

Community Development - In Compliance

Public Comments Received - None

NOTE: State law provides that for a liquor license application, "In all proceedings before the governing body of a city...the applicant bears the burden of showing that the public convenience requires that the best interest of the community will be substantially served by the issuance of a license." (A.R.S. 4-201) The governing body of a city or town, on a case-by-case basis, may approve an exemption from the distance restrictions prescribed in this section for a church or a public or private school that is located in an area that is designated an entertainment district by the governing body of that city or town.

BACKGROUND

The application presented for consideration has complied with each of the following requirements:

1. The application has been filed with the State Liquor Department and released to the City for additional processing.
2. The City application fee, set by Section 4-7-3 of the Prescott City Code, has been paid.
3. The application has been posted at the proposed location for the required twenty days and any statements of opposition or statements of support received by the City Clerk are attached.
4. The Police Department has reviewed the application according to State law, which precludes issuance of a license to any person who: (1) within one year has violated any provision of a liquor license or had a liquor license revoked; or (2) within five years of the date of application has been convicted of a felony involving moral turpitude.
5. The Community Development Department has reviewed the application to determine whether the zoning is proper.

Public Hearing and Action Procedure

The City Council's recommendation of approval, disapproval or no recommendation, will be

forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration.

Recommendation of Approval

If the Council recommendation is for approval, no hearing is required unless the Director of the Department, the State Liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If no hearing is requested, the Director may approve the license.

Recommendation of Disapproval

If the Council recommendation is for disapproval of an application, a statement of the specific reasons along with a summary of the testimony or other evidence supporting the recommendation for disapproval is required to be attached to the order of disapproval and submitted to the Director, after which a public hearing will be held.

No Recommendation

If the council makes no recommendation, the Director may cancel the hearing and issue the license unless the board or any aggrieved party protests and requests a hearing. If the reason for the protest is clearly removed or deemed satisfied by the Director, the Board shall cancel the hearing and the Department may issue the license.

FINANCIAL IMPACT

The application and license fees have been paid. There is no further financial impact for this item.

RECOMMENDED ACTION

1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License No. 248929 for a new Series 3 In State Microbrewery liquor license application for Brown Bag Burger. Location: 130 W Gurley Street #A

ATTACHMENTS

1. Liquor Licenses Attachment A - Series Number Definitions
2. Liquor Licenses Attachment B - AZ Laws & Regulations

LIQUOR LICENSE SERIES NUMBER DEFINITIONS

- 1 **In-State Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 2 **Out-of-state Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 3 **Microbrewery**, less than 1,240,000 gallons of beer produced annually on premises, unlimited on- and off-sale, less than 93,000 gallons may be distributed to retail licensees annually.
- 4 **Wholesaler**, all spirituous liquor, purchased from in- and out-of-state Arizona licensed producers, may sell to Arizona-licensed retailers.
- 5 **Government**, all spirituous liquor, may sell to patrons to consume on premises.
- 6 **Bar**, all spirituous liquor, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 7 **Beer and Wine Bar**, beer and wine only, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 9 **Liquor Store**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 9S **Liquor Store with Sampling Privileges**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, provide limited residential delivery, on-site permanent sampling events using store inventory.
- 10 **Beer and Wine Store**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 10S **Beer and Wine Store with Sampling Privileges**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site permanent sampling events using store inventory.
- 11 **Hotel/Motel w/Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 12 **Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 13 **Farm Winery**, produces at least 200 gallons, but not more than 40,000 gallons of wine annually, produced on premises and by other domestic farm wineries.
- 14 **Private Club**, all spirituous liquor, may sell to bona fide members & their guests for on-premises consumption.
- 15 **Special Event**, all spirituous liquor, temporary license, off-sale allowed by auction in closed, original container for off-sale consumption, may sell to patrons to consume on premises.
- 16W **Farm Winery Fair/Festival**, authorization issued for a specified period to a domestic farm winery to serve samples of its products and sell the products in individual portions for consumption on the premises or in original, unopened, containers for consumption off the premises.
- 18 **In-State Craft Distillery**, less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On-and off-sale retail privileges on licensed premises.

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- d) Craft Distillery (A.R.S.§4-205.10) Series 18
- e) Government license (A.R.S.§4-205.03) Series 5
- f) Playing area of a golf course (A.R.S.§4-207 (B)(5))
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- h) Farm Winery Series 13
- i) Producer Series 1

**Arizona Laws and Regulations Relating to
Granting a Liquor License for a Certain Location
(pursuant to Arizona Revised Statute §4-201(I))**

R19-1-702. Determining Whether to Grant a License for a Certain Location

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 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
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 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).



TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: Community Development
ITEM #: 11.A
SUBJECT: SITE23-004 and WSA23-014: Site Plan Review and Water Service Application for a 12-Unit Apartment Complex (Phase I) on Approximately 1.24 Acres. Location: 225 South Rush Street, APNs 110-02-102A and B. Zoning: MF-H (Multi-Family High Density). Property Owner: Dinh Tran, Distinctive Homes.

ITEM SUMMARY

The site is located on the east side of South Rush Street and is currently vacant. The current site plan under review consists of a 12-unit apartment complex and a future site plan will be submitted for the second building consisting of another 12-units for consideration. Parking spaces shown is for the proposed 12-units consisting of 24 bedrooms.

BACKGROUND

Per the newly adopted City of Prescott Water Policy, any application that requires a water service application also requires a Site Plan application to be reviewed by the Planning and Zoning Commission. The intent of the Site Plan review is to ensure that all developments have functional, well-designed, and user-oriented special requirements.

The property is currently vacant.

The Planning and Zoning Commission reviewed the Site Plan Application at their June 8, 2023, meeting and unanimously recommended approval of the site plan as submitted.

A demand analysis was prepared by City Staff, using WRMM multipliers and ADWR landscaping estimates. The anticipated water usage for the project includes 12-apartment units and 0.32 acres of landscaping. Arizona Department of Water Resources recommends a multiplier of 1.5-acre feet per year. The total anticipated usage estimate is 1.65-acre feet per year.

At their August 1, 2023, meeting, the Water Issues Subcommittee unanimously recommended approval of the Water Service Agreement as presented.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

1) MOVE to approve WSA23-014 as presented; and 2) MOVE to approve SITE23-004 per the site plan presented

ATTACHMENTS

1. NARRATIVE
2. Imagery and Zoning Maps
3. Plans



April 11, 2023

RE: Rush Apartments

PROJECT ADDRESS:
225 S. Rush St.
Prescott, Az.

PARCEL:
110-02-102A&B

The proposal is to use parcels 110-02-102A and 110-02-102B for two, twelve-unit, two story apartment buildings which will be positioned on a lower-level carport. The two apartment buildings will have 24 apartment units. The beautifully designed buildings will have two- and three-bedroom apartments with varying square footage for a total project square footage of 25,908. This is a proposal for one, twelve-unit apartment building to be completed first. The second phase will complete the second twelve-unit apartment building. There are existing apartments near this proposed project which makes this a compatible building proposal. There will be sixty parking spaces provided.

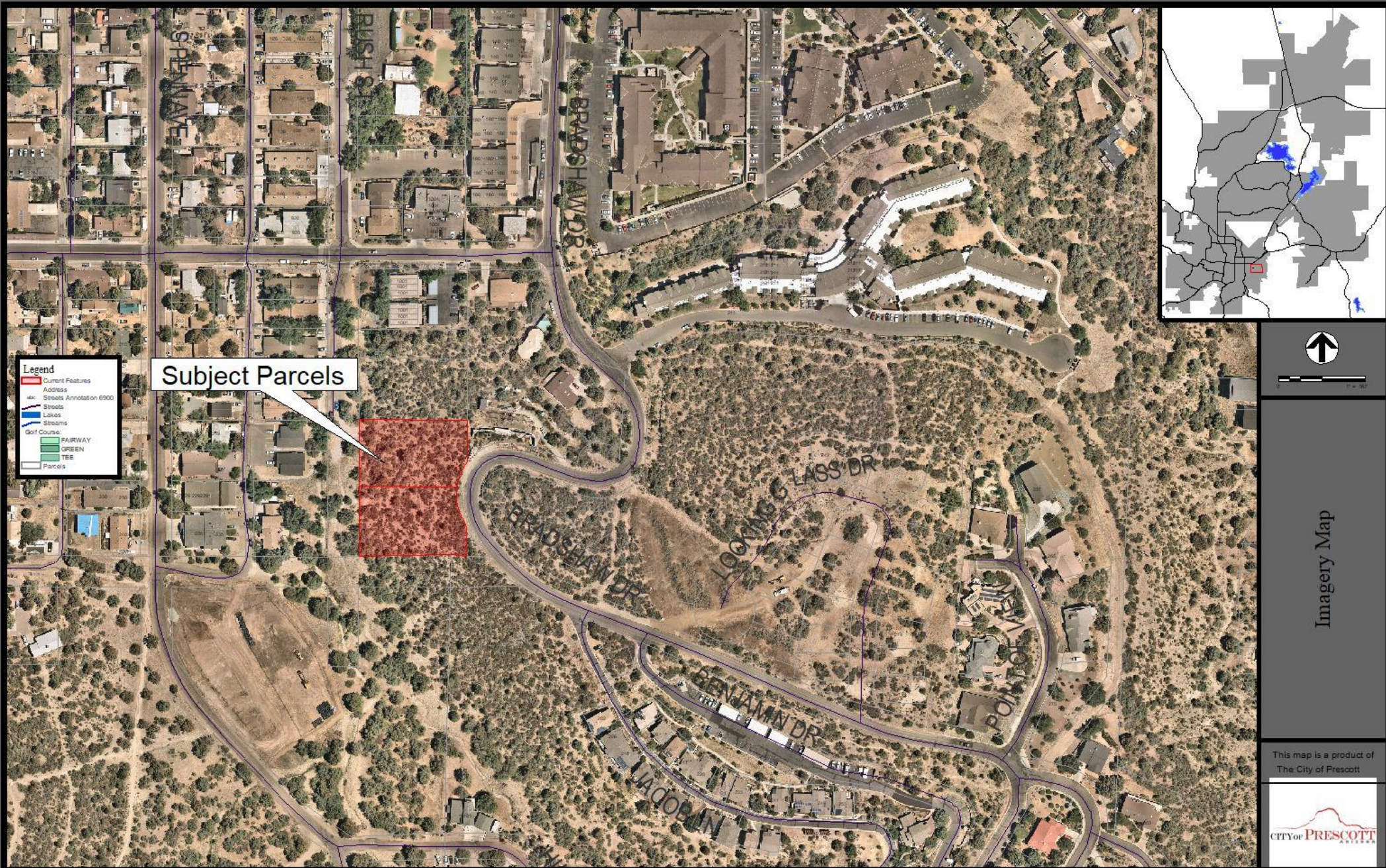
The plan is to combine the two parcels for the best placement of the two twelve-unit buildings. The grading permit for the Phase One twelve-unit building has been submitted for permitting at the City of Prescott building dept. The Phase One building that will house the first twelve-unit apartments will face Rush Street.

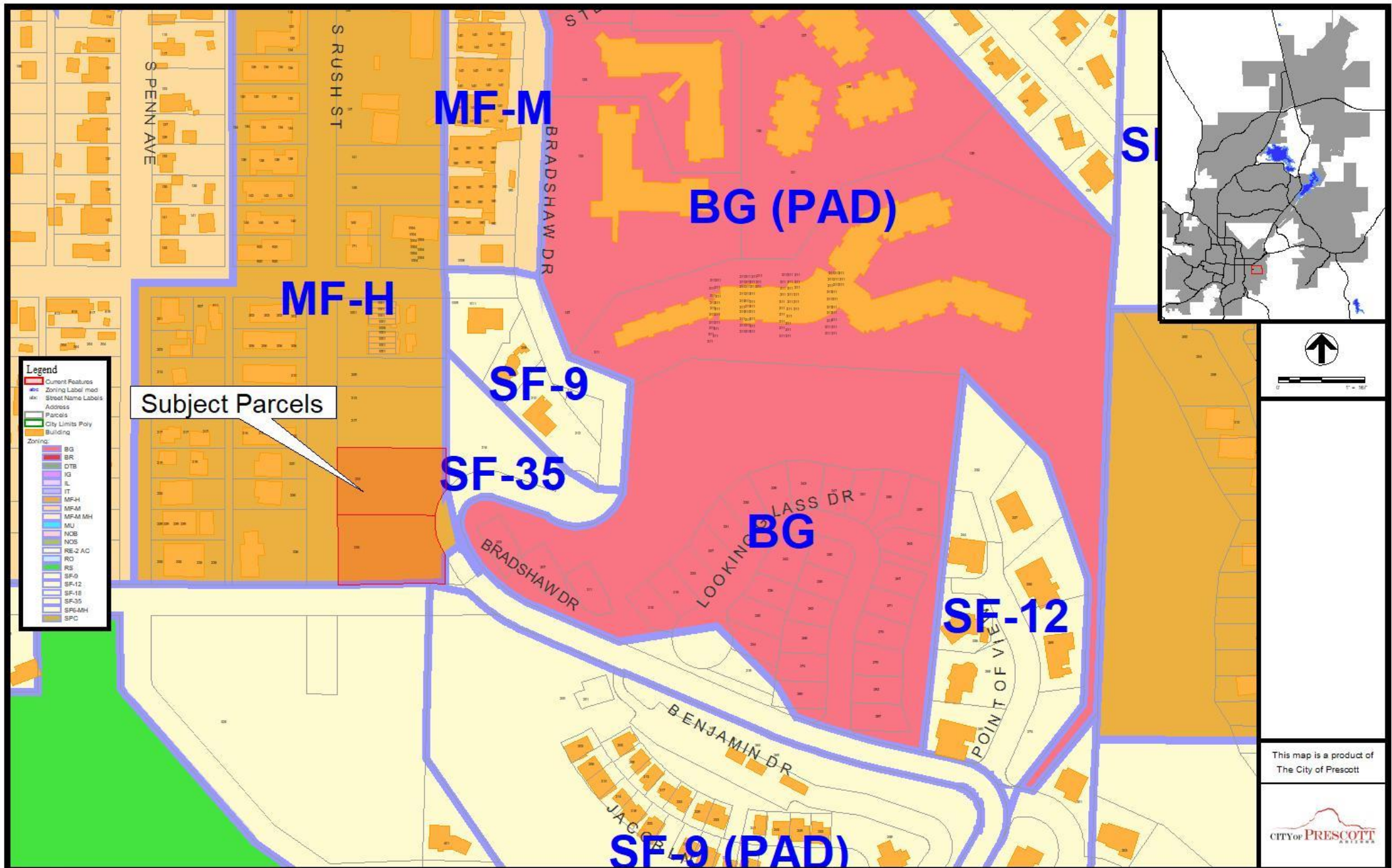
Thomas Terry
Head Architect

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SPECIAL INSPECTIONS		
SPECIAL INSPECTIONS ARE/ARE NOT REQUIRED AS FOLLOWS		
TYPE	REQUIRED	REMARKS
SOIL BEARING SUBGRADE	YES	OBSERVE ALL EARTHWORK & TESTS AS REQUIRED BY THE GEOTECHNICAL REPORT
DEFERRED SUBMITTALS		
FIRE SPRINKLERS		BY OTHERS
FIRE ALARM		BY OTHERS
LANDSCAPE PLAN		BY OTHERS
GRADING & DRAINAGE PLAN		BY OTHERS

SPECIAL INSPECTIONS ARE/ARE NOT REQUIRED AS FOLLOWS		
TYPE	REQUIRED	REMARKS
SOIL BEARING SUBGRADE	YES	OBSERVE ALL EARTHWORK & TESTS AS REQUIRED BY THE GEOTECHNICAL REPORT
DEFERRED SUBMITTALS		
FIRE SPRINKLERS		BY OTHERS
FIRE ALARM		BY OTHERS
LANDSCAPE PLAN		BY OTHERS
GRADING & DRAINAGE PLAN		BY OTHERS

FIRE SPRINKLERS	BY OTHERS
FIRE ALARM	BY OTHERS
LANDSCAPE PLAN	BY OTHERS
GRADING & DRAINAGE PLAN	BY OTHERS

INSULATION NOTES

1. INSULATE THE FOLLOWING:
 - CEILINGS (R-4)
 - SKYLIGHT & DORMER WELLS (R-13)
 - WALL EXTERNAL WOOD FRAMED WALLS (R-21)
 - WALLS BETWEEN HEATED & NON HEATED SPACES (R-21)
 - GROUND INSULATE ABOVE MASTER SUITE & ALL BEDROOMS (R-19)
 - WALL MASS WALLS (R-5)
 - WALL WOOD FRAMED FLOORS BETWEEN HEATED & NON HEATED SPACES (R-19)
 - WALL SLAB FLOORS (R-10) (VERTICAL TO TOP OF FOOTING INSIDE EDGE OF STEM)
 - WALL BASEMENT WALLS (EITHER R-10 EXTERIOR INSULATION OR R-13 CAVITY INSULATION)
 - WALL CRAWL SPACE WALLS (EITHER R-10 EXTERIOR INSULATION OR R-13 CAVITY INSULATION) ((ALTERNATIVE TO INSULATING FLOORS OVER CRAWL SPACE))
2. CEILINGS (R-4)
 - *MARKERS SHALL BE AFFIXED TO THE TRUSSES OR JOIST AND MARKED WITH MINIMUM INITIAL INSTALLED THICKNESS BY 1/2 INCH MARKS. A MINIMUM OF ONE MARKER SHALL BE INSTALLED FOR EVERY 300 SQ. FT. OF AREA WITH MARKS TO FACE THE ATTIC ACCESS OPENING (MARKERS SHALL BE INSTALLED AT COMBO ROUGH-IN INSPECTION OR WALL INSULATION INSPECTION.)
3. WALL FRAMED WALLS
 - INSULATION SHALL BE IN SUBSTANTIAL CONTACT WITH THE SURFACE BEING INSTALLED TO AVOID AIR PATHS THAT BYPASS THE INSULATION.
 - INSULATION SHALL NOT BE COMPRESSED BY INSERT STAPLING OF BATT INSULATION OR OTHER MEANS.
 - INSULATION SHALL FILL ALL CAVITIES COMPLETELY BY CUTTING INSULATION AROUND ELECTRICAL OUTLETS AND SWITCHED, AND BY SLICING INSULATION TO FIT BEHIND & IN FRONT OF ELECTRICAL WIRING & PLUMBING PIPING IN THE CAVITY.
4. MASS WALLS (R-5)
 - *MASS WALLS SHALL BE CONSIDERED WALLS OF CONCRETE BLOCK, CONCRETE, INSULATED CONCRETE FORM (ICF), MASONRY CAVITY, BRICK, (OTHER THAN BRICK VENEER,) EARTH (ADDS, COMPRESSED EARTH BLOCK, RAMMED EARTH) AND SOILD TIE DOWN. MASS WALL R-VALUE REQUIREMENTS: WALLS THAT DO NOT MEET CRITERIA FOR INSULATION PLACEMENT SHALL MEET THE WOOD FRAMED WALL INSULATION REQUIREMENTS OF SECTION 402.11.1 ICC 2012
5. WOOD FRAMED FLOORS
 - INSULATION SHALL BE IN SUBSTANTIAL CONTACT WITH THE SURFACE BEING INSTALLED TO AVOID AIR PATHS THAT BYPASS THE INSULATION, INSTALLING SUPPORTS (WOOD, LATH, METAL STAVES OR OTHER.)
6. BASEMENT WALLS (EITHER R-10 EXTERIOR INSULATION OR R-13 CAVITY INSULATION)
 - *EACH WALL OF BASEMENT MUST BE CONSIDERED SEPARATE TO DETERMINE WHETHER IT IS A BASEMENT WALL OR EXTERIOR WALL. A WALL THAT IS LESS THAN 50% BELOW GRADE IS AN EXTERIOR WALL AND MUST MEET THE INSULATION REQUIREMENTS FOR WALLS.
7. SLAB FLOORS (R-10 VERTICAL TO TOP OF FOOTING INSIDE EDGE OF STEM)
 - W/OUT OF HEAT LOSS FROM SLAB WILL OCCUR IN THE EDGE THAT IS EXPOSED DIRECTLY TO OUTSIDE AIR. THE INSULATION MUST BE INSTALLED TO THE TOP OF THE SLAB EDGE TO PREVENT THIS HEAT LOSS. THERE ARE SEVERAL METHODS TO ACHIEVE SLAB INSULATING. (SEE SPECIFIC DETAILS ON FOUNDATION PLAN IF APPLICABLE.)

OWNER:	DINH TRAN 225 S. RUSH STREET FRESCOTT, AZ 86303 623-254-2465 TRAN@DINHTRANAZ.COM@YAHOO.COM			
ARCHITECT:	DISTINCTIVE HOMES P.O. BOX 3968 FRESCOTT, YAVAPAI, ARIZONA 86302 (928) 771-0948 INFO@DISTINCTIVEHOMESAZ.COM			
CONTRACTOR:	CARLSON BUI CARLSON CONSTRUCTION 2905 N ORANGE HOOD AVE PHOENIX, AZ 85051 623-503-5757			
TYPE OF PROJECT	SINGLE FAMILY RESIDENCE			
OCCUPANCY	R-3			
TYPE OF CONSTRUCTION	V-LB			
LOT SIZE	.42 ACRES			
PARKING				
ZONED	FR-H			
SETBACKS	FRONT _____, SIDE _____, REAR _____			
LOT COVERAGE				
HEIGHT				
CODES	2008 IRC, IRC, IRC, IRC, 2007 NEC, 2002 IBC.			
SUBDIVISION & LOT#	LOTS 6-R & BR OF THE REPLAT OF LOTS 6, 7 & 8 # 4 OF BLOCK 32 OF THE JOSLIN-WHIPPLE SUBDIVISION 110-02-02A & 110-02-02B 225 SOUTH RUSH STREET FRESCOTT, AZ 86303			
PARCEL#				
GRID ADDRESS				
AVAILABLE	TOTAL 3657.50 SF	MAN 4658.50 SF	LOWER 8786.50 SF	UPPER 8786.50 SF
COVERED PARKING	TOTAL 4658.50 SF	MAN 4658.50 SF	LOWER 8786.50 SF	UPPER 8786.50 SF
COVERED STAIRS	TOTAL 1268.50 SF	MAN 1268.50 SF	LOWER 264.50 SF	UPPER 264.50 SF
ELEVATOR OR EQUIPMENT	TOTAL 10.00 SF	MAN 10.00 SF	LOWER 5.00 SF	UPPER 5.00 SF
ATTNANT STORAGE/RECH	TOTAL 555.50 SF	MAN 555.50 SF	LOWER 5.00 SF	UPPER 5.00 SF
UNCOVERED DECK	TOTAL 1662.50 SF	MAN 1662.50 SF	LOWER 1662.50 SF	UPPER 1662.50 SF
UNCOVERED PATIO	TOTAL 1662.50 SF	MAN 1662.50 SF	LOWER 1662.50 SF	UPPER 1662.50 SF

REVISIONS	BY
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DESIGN OF PROPOSED PROJECT

Distinctive Homes

P.O. BOX 3868
 PRENSLITT, AZ 85302
 (602) 77-2663

REGISTERED ARCHITECT
 LICENSE NO. 22530
 THOMAS C HARLES
 TERRY
 DISTRICT 1
 ARIZONA U.S.A.

EX 9-30-2022

COVER SHEET

SNOW LOAD	30 PSF	FROST DEPTH	18"
ROOF DEAD LOAD	25 PSF	TEMP	MODERATE
DECK LIVE LOAD	60 PSF	DECAY	SLIGHT
DECK DEAD LOAD	10 PSF	WINTER TEMP	15'
FLOOR LIVE LOAD	40 PSF	FLOOD HAZARD	COP TYPE XIII
FLOOR DEAD LOAD	15 PSF	AIR FREEZE INDEX	194
WEATHERING	NEGLECTIBLE	MEAN ANNUAL TEMP	53°
SEISMIC CAT	B/C	RISK CAT I	105
EXPOSURE	C	RISK CAT II	105
WIND SPEED	115 MPH	RISK CAT III # IV	115
TOPO EFFECT	NONE	RISK CAT III # IV	115

[illegible]

1. WINDOWS MUST MEET OR EXCEED THE FOLLOWING PER. ZONE 4 IECC 2012

- * U-FACTOR. (.35)
- * SOLAR HEAT GAIN COEFFICIENT. (NR)
- * PENETRATION AIR LEAKAGE.

WINDOWS, SKYLIGHT & SLIDING GLASS DOORS (0.3 CFM PER. SQ. FT.)
SWINGING DOORS (0.5 CFM PER SQ. FT.)

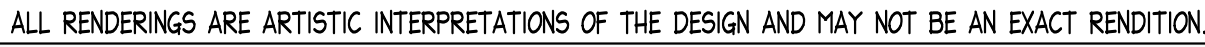
- * MANUFACTURE WINDOWS, SKYLIGHT, SLIDING GLASS DOORS & SWINGING DOORS SHALL BE TESTED AND LABELED BY MANUFACTURE

THE CODE ALLOWS THE USE OF AIRFLOW RETARDERS (HOUSE WRAPS) OR OTHER SOLID MATERIALS AS ACCEPTABLE METHODS TO MEET THIS REQUIREMENT. TO EFFECTIVE, THE BUILDING THERMAL ENVELOPE SEAL MUST BE: "TYVEK" OR EQUAL"

- * WDO, SLIDING DOORS & SKYLIGHTS SHALL HAVE NO MORE THAN .3 CFM/ SF FOR 50 FT INFILTRATION DOORS .5 CFM
- * INFILTRATION RATE NOT TO EXCEED .3 CFM/50 SF
- * IMPERMEABLE TO AIR FLOW.
- * CONTINUOUS OVER ENTIRE BUILDING ENVELOPE.
- * TYVEK SHALL BE APPLIED TO GARAGE SIDE OF SHARED WALL AND BATHROOMS
- * ABLE TO WITHSTAND THE FORCES THAT MAY ACT ON IT DURING AND AFTER CONSTRUCTION.
- * DURABLE OVER THE EXPECTED LIFETIME OF THE BUILDING.
- * ALL SEAMS AND EDGES MUST BE SEALED / TAPED PER MANUFACTURERS SPECIFICATIONS.

THE SEALING METHODS BETWEEN DISSIMILAR MATERIALS SHALL ALLOW FOR DIFFERENTIAL EXPANSION AND CONTRACTION. THE FOLLOWING SHALL BE CAULKED, GASKET, HEATHER-STRIPPED OR OTHERWISE SEALED WITH AN AIR BARRIER MATERIAL, SUITABLE FILM OR SOLID MATERIAL:

- ALL JOINTS, SEAMS AND PENETRATIONS.
- SITE-BUILT WINDOW, DOORS AND SKYLIGHTS.
- OPENINGS BETWEEN WINDOW AND DOOR ASSEMBLIES AND THEIR RESPECTIVE JAMBS AND FRAMING.
- UTILITY PENETRATIONS
- DROPPED CEILINGS OR CHASES ADJACENT TO THERMAL ENVELOPE.
- KNEE WALLS
- WALLS AND CEILINGS SEPARATING A GARAGE FROM CONDITIONED SPACES.
- BEHIND TUBS AND SHOWERS ON EXTERIOR WALLS.
- COMMON WALLS BETWEEN DWELLING UNITS.
- OTHER SOURCES OF INFILTRATION.





ALL RENDERINGS ARE ARTISTIC INTERPRETATIONS OF THE DESIGN AND MAY NOT BE AN EXACT RENDITION.



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Distinctive Homes
P.O. BOX 3908
PRESCOTT, AZ 86302
(928) 771-0948

REAR RENDERING

The Rush Apartment 1
DISTINCTIVE HOMES & ARCHITECTURE © 2022

DATE
SHEET
R.1



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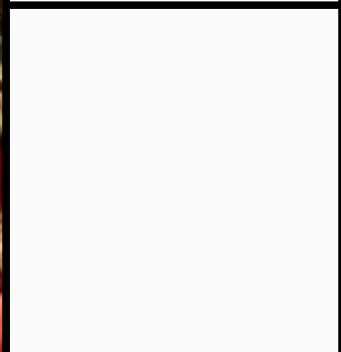


ALL RENDERINGS ARE ARTISTIC INTERPRETATIONS OF THE DESIGN AND MAY NOT BE AN EXACT RENDITION.



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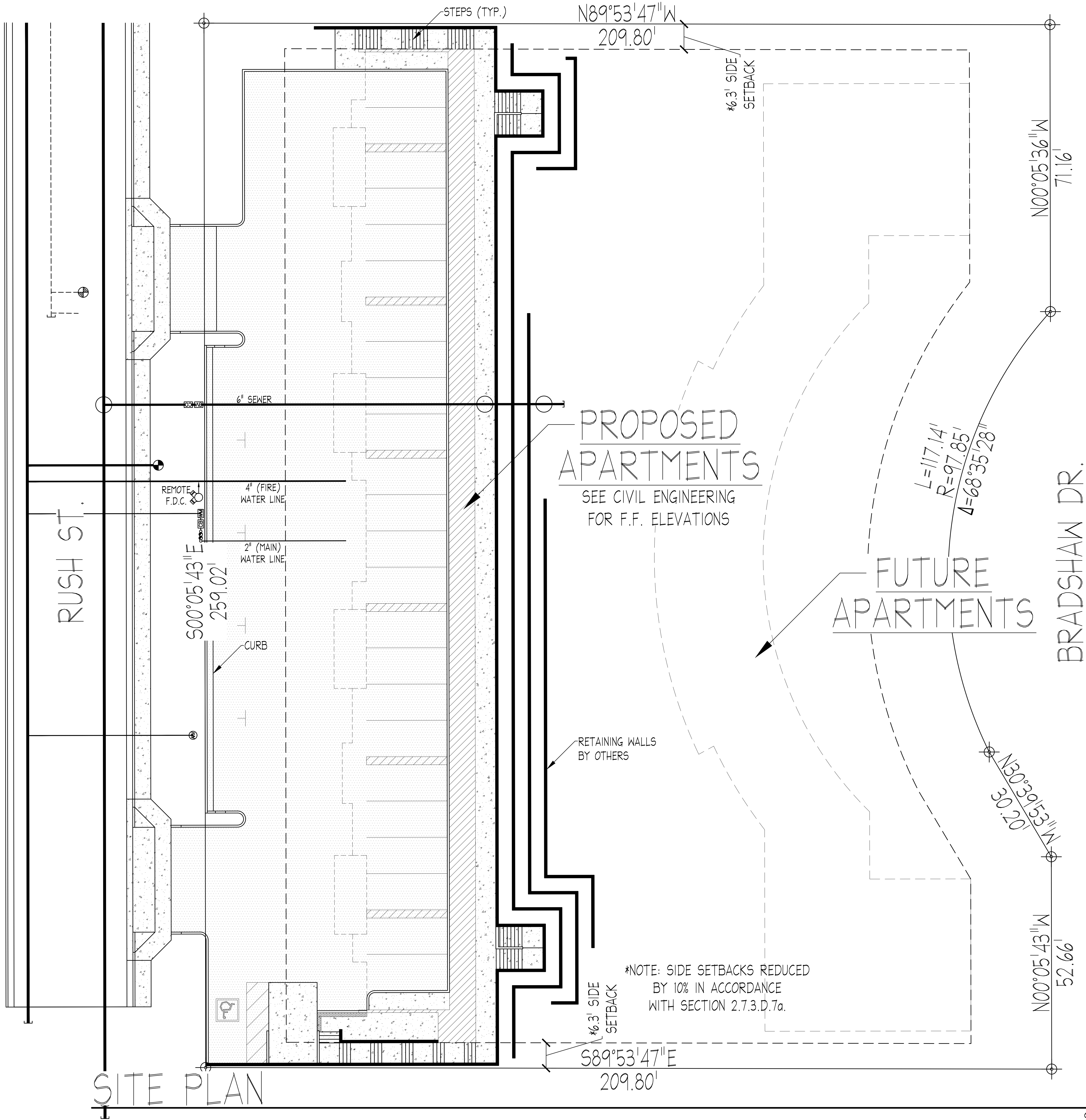
Distinctive Homes
P.O. BOX 3908
PRESCOTT, AZ 86302
(928) 771-0948



REAR RENDERING

The Rush Apartment 1

DATE _____
SHEET
R.2



LEGEND		REVISIONS	BY
---	PROPERTY BOUNDARY	△	-
---	SETBACK/EASEMENT	△	-
---	EXISTING MAJOR TOPO LINE	△	-
---	EXISTING MINOR TOPO LINE	△	-
---	SWALE	△	-
---	UTILITIES	△	-
---	PAVERS	△	-
---	CONCRETE	△	-
SITE NOTES			
1. REFER TO CIVIL ENGINEERING BY TRIPLE CROWN ENGINEERING FOR ALL SITE GRADING, DRAINAGE & UTILITY INFORMATION.			
2. PROVIDE VISIBLE & LEGIBLE ADDRESS # ON BUILDING.			
3. CONTRACTOR TO VERIFY ALL MEASUREMENTS PRIOR TO CONSTRUCTION.			
4. FINAL INSPECTION REQUIRED PRIOR TO OCCUPANCY.			
5. CONTRACTOR MUST VERIFY ALL UTILITY LOCATIONS.			
6. LANDSCAPE TO REMAIN NATURAL; REPLANT ALL DISTURBED AREAS W/ FESCUE GRASS & WILD NATURAL BLEND.			
7. ALL EXPOSED CUT & FILL AREAS SHALL HAVE ROCK SELECTED BY OWNER WITH FILTER FABRIC.			
8. CONTRACTOR SHALL REMOVE FROM SITE ALL CUT TREES, BRUSH & OTHER MATERIALS BY COMPLETION OF PROJECT.			
9. CONTACT BLUESTAKE 2 DAYS BEFORE DIGGING.			
10. PROVIDE MAIN WATER SHUTOFF OUTSIDE BUILDING.			
11. PROVIDE # MIL VISQUEEN WITHIN 20' OF HOUSE UNDER LANDSCAPING.			

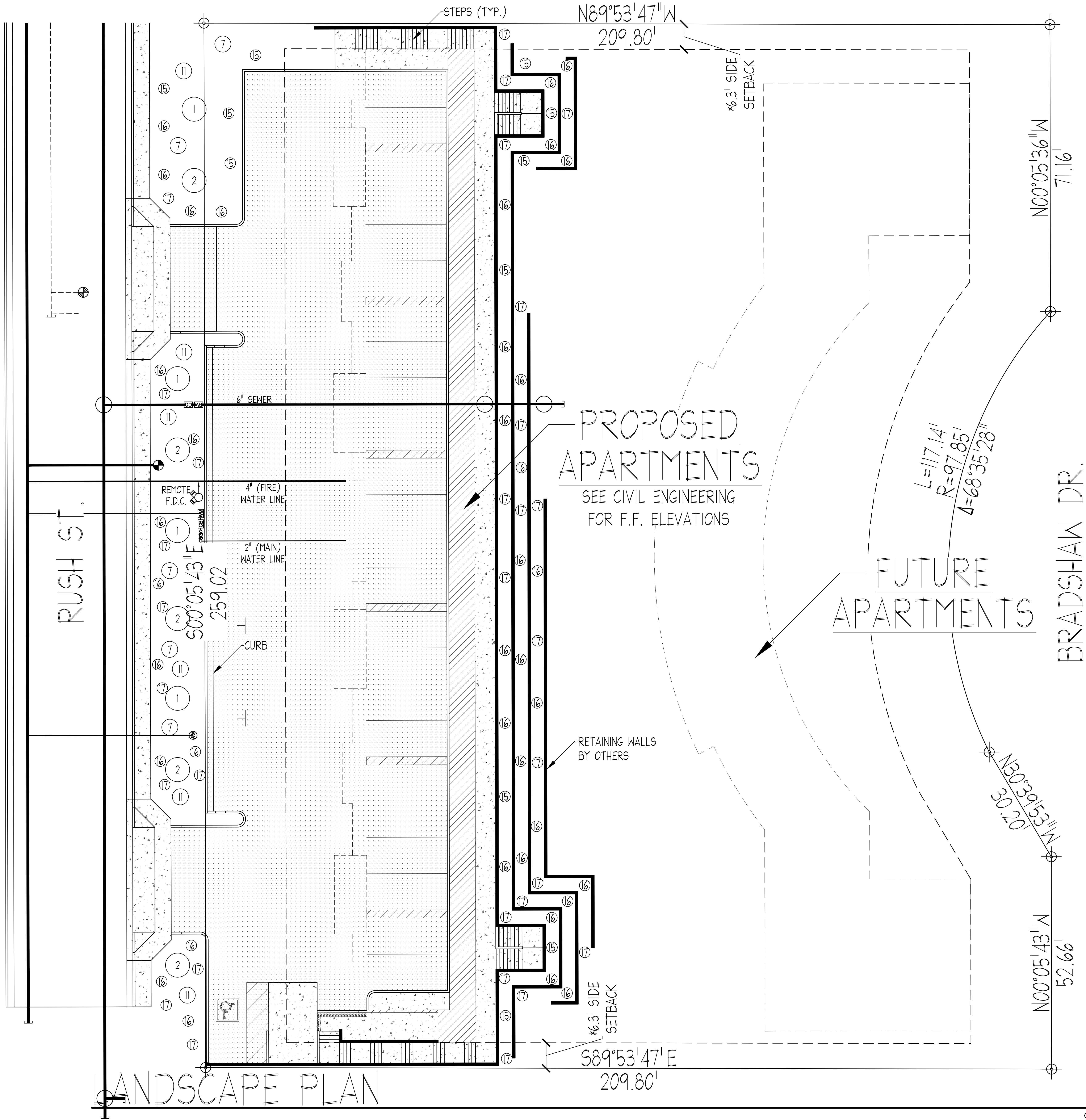
BUILDING VALUATION	
SUBDIVISION & LOT#	LOTS 6-R & 8R OF THE REPLAT OF LOTS 6, 7, 8 & 9 OF BLOCK 32 OF THE LOGGINS-APPLEBY SUBDIVISION
PARCEL#	10-02-102A & 10-02-102B
JOB ADDRESS	225 SOUTH RUSH STREET PRESCOTT, AZ 86303
AVAILABLE	TOTAL 19572 SF MAIN SF LOWER 6786 SF UPPER 6786 SF
COVERED PARKING	TOTAL 4686 SF MAIN SF LOWER 4686 SF UPPER 4686 SF
COVERED STAIRS	TOTAL 528 SF MAIN SF LOWER 264 SF UPPER 264 SF
ELEVATOR & EQUIPMENT	TOTAL 70 SF MAIN SF LOWER 35 SF UPPER 35 SF
ATTENANT STORAGE/MECH	TOTAL 1555 SF MAIN SF LOWER 777 SF UPPER 777 SF
UNCOVERED DECK	TOTAL 1304 SF MAIN SF LOWER 652 SF UPPER 652 SF
UNCOVERED PATIO	TOTAL 1304 SF MAIN SF LOWER 652 SF UPPER 652 SF
TYPE OF PROJECT	SINGLE FAMILY RESIDENCE
OCCUPANCY	R-3
TYPE OF CONSTRUCTION	V-B
LOT SIZE	1.24 ACRES
PARKING	SEE PARKING SCHEDULE
ZONED	MF-11
SETBACKS	FRONT 20FT., SIDE 6.33FT., REAR 20FT.
LOT COVERAGE	16.7%
HEIGHT	FRONT 38'-2", REAR 26'-11", 32'-6" AVG.
CODES	2018 IRC, IBC, IFC, IMC, 2017 NEC, 2012 IECC
GROUND SNOW LOAD	= 30#; WIND DESIGN = 115MPH EXPOSURE C, NO TOPO EFFECT; SEISMIC DESIGN = C
WEATHERING	= NEGLIGIBLE; FROST DEPTH = 10"; TERRITORY = MODERATE; WATER DESIGN TEMP = 20 DEGREE F; ICE BARRIER = NO FLOOD = COP TITLE XIII; AIR FREEZING INDEX = 194; MEAN ANNUAL TEMP = 53; MANUAL J TABLE 1 OR 2 OR ASHRAE DESIGN.

PARKING SCHEDULE		
PARKING SPACES REQUIRED		
NUMBER OF APARTMENTS	NUMBER OF BEDROOMS	TOTAL
12x5=6	24x1=24	30 SPACES REQ'D
PARKING SPACES PROVIDED		
STANDARD PARKING	HANDICAP PARKING	PARALLEL PARKING
24	1	5
WATER USE ANALYSIS		
NUMBER OF APARTMENTS	INSTALLED LANDSCAPE	TOTAL
12x12=1.44 ACRE FT	.14x1.5=.21 ACRE FT	1.65 ACRE FT

The Rush Apartment 1

DATE	---
SHEET	1

SCALE 1" = 10'-0"

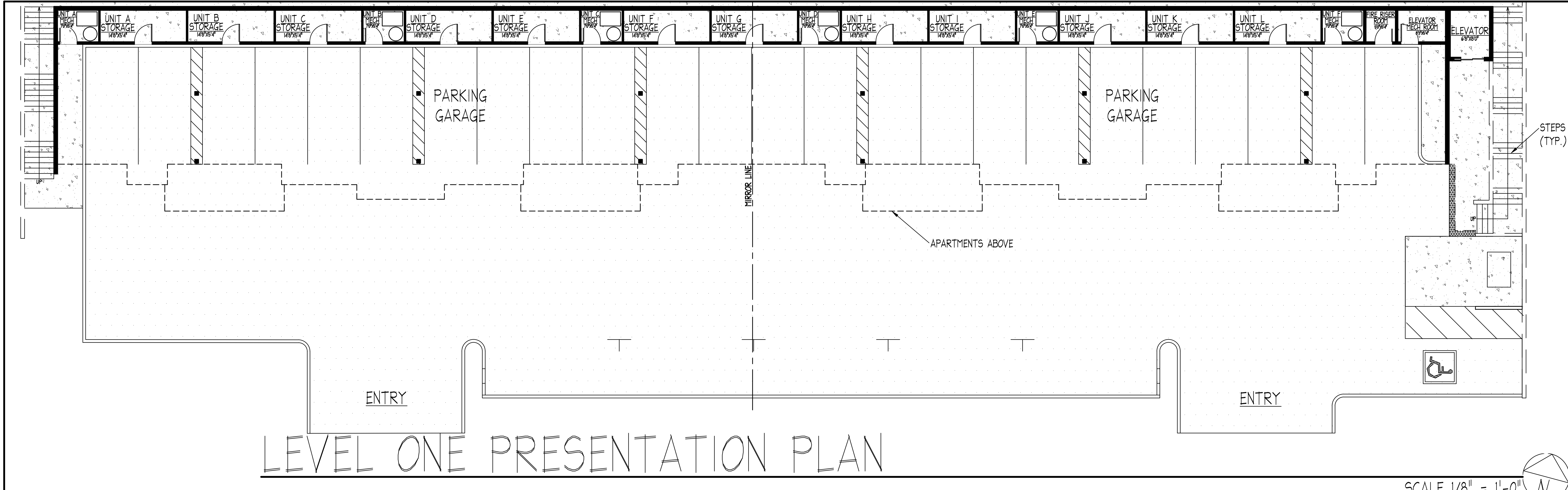


LANDSCAPE NOTES		REVISIONS	BY
1. REPLANT ALL DISTURBED AREAS w/ RESCUE # WILD NATURAL BLEND GRASSES UNLESS OTHERWISE NOTED.		△	-
2. PROVIDED DRIP OR SPRAY IRRIGATION SYSTEM TO WATER ADEQUATELY ALL NEW PLANTS SHOWN.		△	
3. ALL CUT & FILL SLOPES SHALL HAVE 4'-8" FRACTURED GRANITE w/ FILTER FABRIC.		△	
4. 3/4"-1" COLORED ROCK w/ FILTER FABRIC		△	
5. FINAL PLANS MAY VARY TO COMPLEMENT HOUSE AFTER CONSTRUCTION.		△	
LANDSCAPE LEGEND			
1	15 GAL AZ CYPRESS	7	5 GAL JUNIPER
2	15 GAL BLACK HILLS SPRUCE	8	5 GAL YUCCA
	15 GAL DESERT WILLOW	9	5 GAL AUTUMN SAGE
4	15 GAL AZ WHITE OAK	10	5 GAL MANZANITA
5	15 GAL PONDEROSA PINE	11	5 GAL SUMMER LILAC
	15 GAL AZ ASH	12	5 GAL MTN. MAHOGANY
		13	5 GAL DEER BRUSH
		14	5 GAL PURPLE SMOKE TREE
		15	1 GAL DESERT FREMOSEE
		16	1 GAL CACTUS SPINELESS
		17	1 GAL AUTUMN SAGE
		18	1 GAL AUTUMN SAGE
		19	1 GAL AUTUMN SAGE
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		100	1 GAL AUTUMN SAGE

The Rush Apartment 1

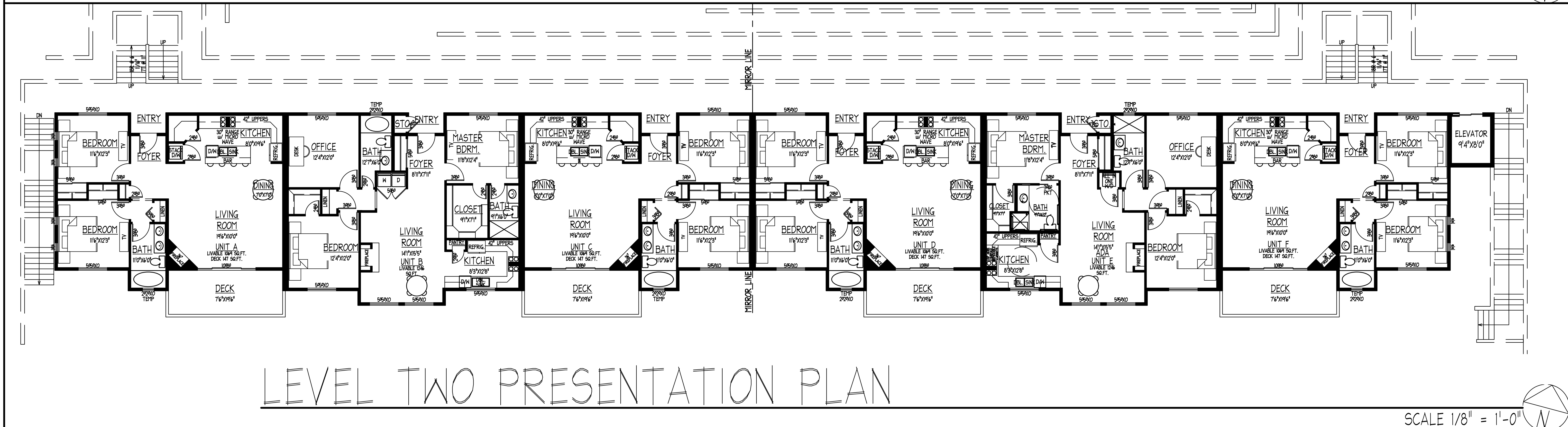
DATE
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1.3

SCALE 1" = 10'-0" N



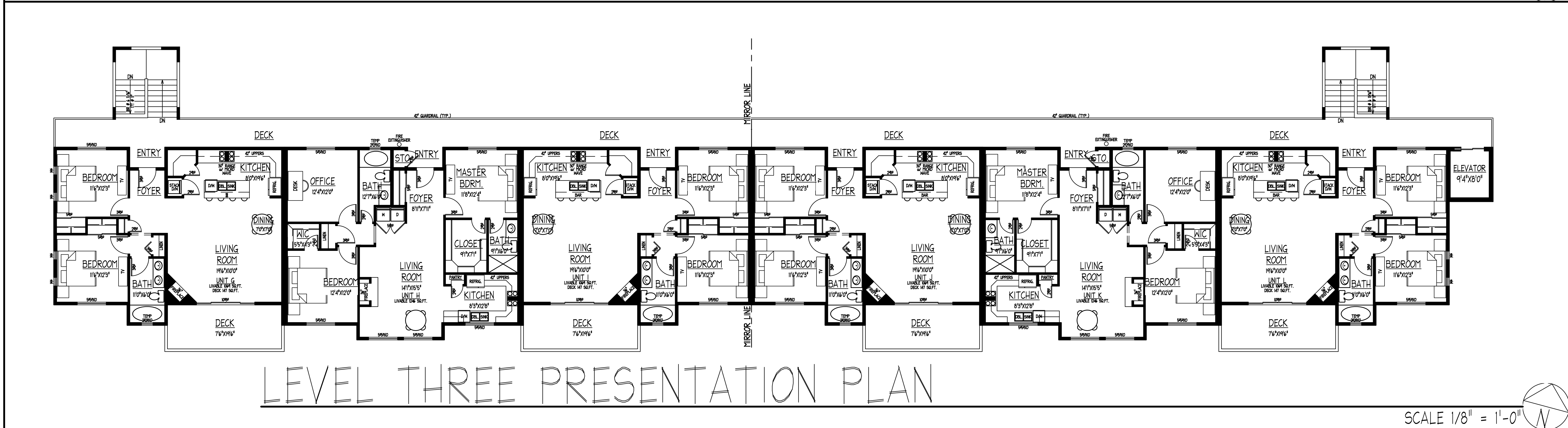
LEVEL ONE PRESENTATION PLAN

SCALE 1/8" = 1'-0"



LEVEL TWO PRESENTATION PLAN

SCALE 1/8" = 1'-0"



LEVEL THREE PRESENTATION PLAN

SCALE 1/8" = 1'-0"

FLOOR COVERING LEGEND	
CARPET	REVISIONS
TILE	BY
HARDWOOD	
LUXURY VINYL	
CONCRETE OR STAINED CONCRETE	
TREX	
PAVERS	
EPOXY	
ASPHALT	

Distinctive Homes
P.O. BOX 3888
PRESCOTT, AZ 86302
(928) 771-4948

REGISTERED ARCHITECT
23538
THOMAS C. HARLES
TERRY
ARIZONA, U.S.A.
EX. 9-30-2022

PRESENTATION PLAN

SUBDIVISION # LOT#		LOTS 6-R & 8R OF THE REPLAT OF LOTS 6, 7, 8 & 9 OF BLOCK 32 OF THE GOSLIN-WHIPPLE SUBDIV.	
PARCEL#		110-02-102A & 110-02-102B	
JOB ADDRESS		225 SOUTH RUSH STREET PRESCOTT, AZ 86303	
AVAILABLE	TOTAL 13572 SF	MAIN	6786 SF
COVERED PARKING	TOTAL 4686 SF	LOWER	264 SF
COVERED STAIRS	TOTAL 328 SF	MAIN	264 SF
ELEVATOR & EQUIPMENT	TOTAL 20 SF	LOWER	264 SF
TENANT STORAGE/MECH	TOTAL 1555 SF	MAIN	264 SF
UNCOVERED DECK	TOTAL 1354 SF	LOWER	264 SF
UNCOVERED PATIO	TOTAL 1354 SF	MAIN	264 SF

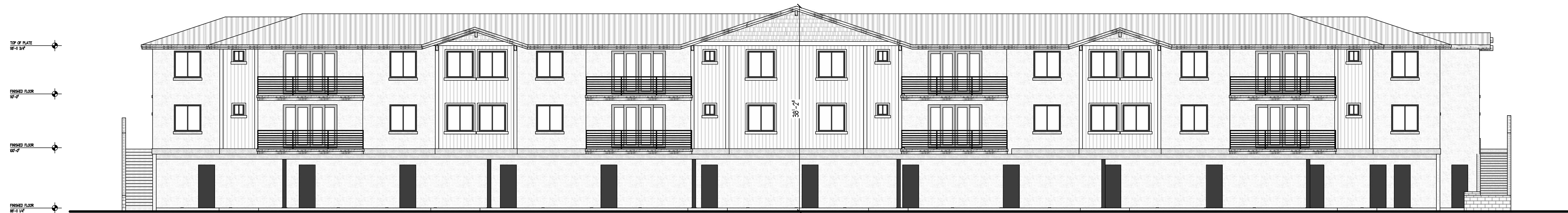
The Rush Apartment 1

DATE
SHEET
2.1



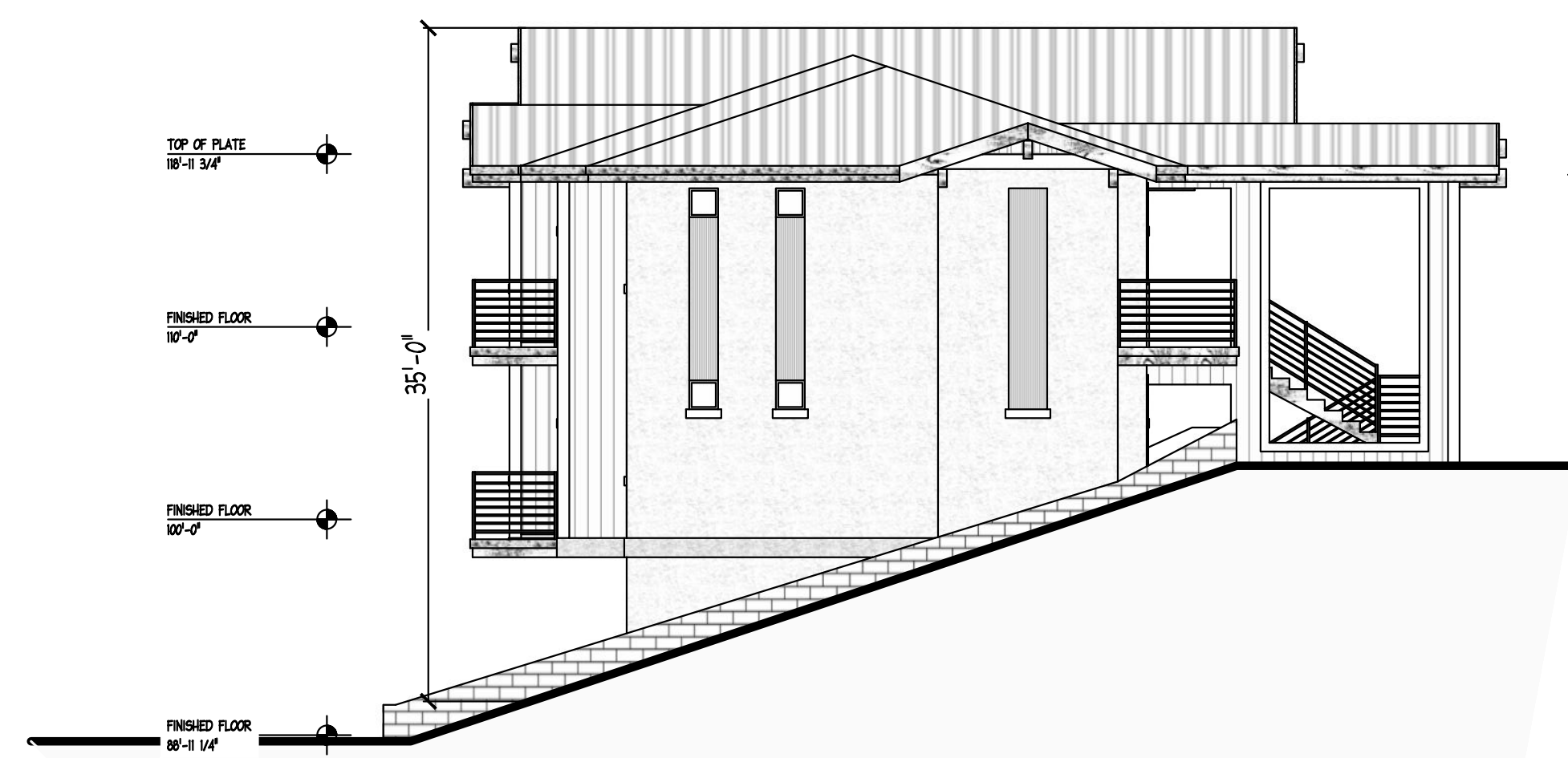
FRONT ELEVATION

SCALE 1/8" = 1'-0"



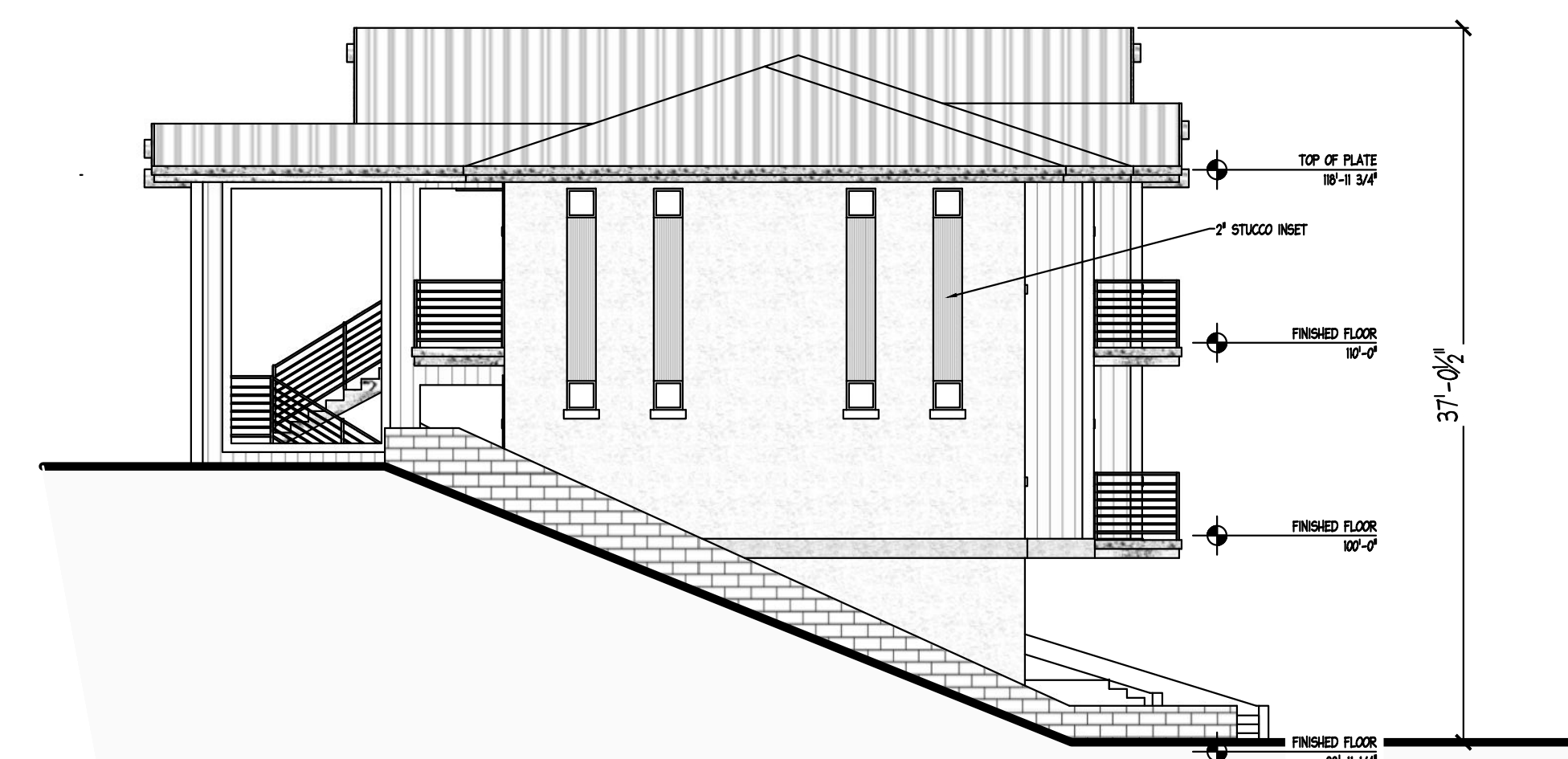
REAR ELEVATION

SCALE 1/8" = 1'-0"



SIDE ELEVATION

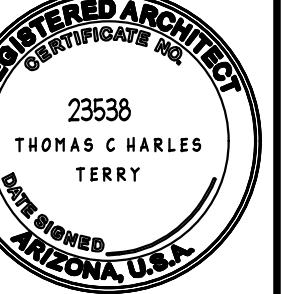
SCALE 1/4" = 1'-0"



SIDE ELEVATION

SCALE 1/4" = 1'-0"

REVISIONS	BY
△	-
△	-
△	-
△	-
△	-



EX 9-30-2022

FRONT, REAR
SIDE ELEVATIONS

The Rush Apartment 1

DATE
SHEET
9.1



TO: MAYOR AND CITY COUNCIL
AGENDA: August 22 Voting Meeting
DATE: August 22, 2023
DEPT: City Manager
ITEM #: 11.B
SUBJECT: Presentation & Discussion to Provide Direction to Staff Regarding the 2023 League of Arizona Towns & Cities Policy Resolutions.

ITEM SUMMARY

This year there are 8 resolutions that were a result of the discussions held in the various Resolution Committees. This item allows for the Council to discuss the resolutions that will be considered during the Annual Resolutions Meeting at the League Annual Conference and will give direction to the Mayor, as the city's designee, to vote accordingly. Attached are summaries of the resolutions.

BACKGROUND

Each summer, the League of Cities hosts ongoing meetings for 5 separate Resolution Committees to consider items of general interest among its members in order to craft the beginning of their legislative agenda for the next year's legislative session. The resolutions are presented and voted on during the Annual League Conference in August. The Mayor or an authorized designee represents each city and town during the Annual Resolutions Meeting and casts a vote on each resolution presented.

FINANCIAL IMPACT

None.

RECOMMENDED ACTION

MOVE to approve the 2023 League of Cities Resolutions

ATTACHMENTS

1. 2023 League Resolutions

Policy Committee Reports

The following policy committee reports, and resolutions are arranged in alphabetical order. The recommended resolutions are categorized by their respective committee initials and numbered according to the order in which they were considered.

Budget, Finance and Economic Development – BFED

General Administration, Human Resources and Elections – GAHRE

Neighborhoods, Sustainability and Quality of Life – NSQL

Public Safety, Military Affairs, and the Courts – PSMAC

Transportation, Infrastructure and Public Works – TIPW

NUMBER	RESOLUTION	SPONSOR	NOTES
BFED 2	Pursue legislation to allow cities and towns to authorize a temporary property reclassification for redevelopment projects that create new housing units.	Chandler	
BFED 3	Amend statute to remove the petition requirement necessary to form municipal improvement districts.	Camp Verde	
GAHRE 3	Amend statute to allow for the collection of 10% more than the minimum signature threshold for local candidates.	Scottsdale	
NSQL 1	Enable the League to support legislative resolutions to ratify the Equal Rights Amendment.	Tempe	
NSQL 3	Allow municipalities to set caps on the total number of short-term rentals in their community.	Scottsdale	
NSQL 4	Allow municipalities to limit the density of short-term rentals in specified areas.	Scottsdale	
NSQL 5	Allow municipalities to establish separation requirements and enforce distance between short-term rentals.	Scottsdale	
PSMAC 2	Amend statute to allow cities and towns to use body scanning machines in jails and holding facilities.	Mesa	

These are the only items that will be voted on. The other submissions that did not move forward as resolutions will be explained at the Resolutions Committee.



BFED 2

League of Arizona Cities & Towns Resolution

Pursue legislation to allow cities and towns to authorize a temporary property reclassification for redevelopment projects that create new housing units.

A. Purpose and Effect of Resolution

Even when vacancy rates are low, we still see underutilized shopping centers experiencing chronic vacancies. Redeveloping these low-performing corners into housing units would help bring balance back to areas that are currently oversaturated with retail use. Additionally, the remaining shops and restaurants would benefit from having more residents and income in their area.

Changing state law to allow municipalities to authorize a temporary property reclassification for redevelopment projects that create new housing units would allow developers to see that they can achieve their required internal rate of return from a redevelopment project. Reclassifying to Class Six would lower the assessment ratio from 10% to 5% for residential project, reducing property taxes. Over time, cumulative savings would offset the higher costs of redevelopment while providing housing that our communities need.

Property taxes received at the time of reclassification would be preserved to ensure that no taxing jurisdiction loses revenue when these projects are underway. After the temporary reclassification expires, the completed redevelopment projects would be taxed at the normal assessment ratio providing significant revenue to the taxing jurisdiction for years to come.

B. Relevance to Municipal Policy

Maricopa County is one of the fastest-growing counties in the country, but residential construction has not kept pace with our growth. The Phoenix metropolitan area was undersupplied by roughly 133,000 housing units from 2006 to 2020. This lack of supply has caused housing prices to escalate. In 2022, only 22% of homes sold were considered affordable, leading to an increase in renting and a resulting supply shortage in the rental market.

Many communities in the Phoenix area are approaching 'buildout' and need to look to redevelopment to provide additional housing units. While existing statute provides municipalities the power to engage in redevelopment, there are not many tools in place to help facilitate redevelopment.

C. Fiscal Impact to Cities and Towns

Potential revenue increases once normal assessment ratio resumes.

D. Fiscal Impact to the State

None.

E. Contact Information:

Sponsoring City or Town: Chandler

Name: Ryan Peters, Strategic Initiatives Director

Phone: (480) 782-2215

Email: ryan.peters@chandleraz.gov

League Staff: Jonathon Bates, Legislative Analyst



BFED 3

League of Arizona Cities & Towns Resolution

Amend statute to remove the petition requirement necessary to form municipal improvement districts.

A. Purpose and Effect of Resolution

Arizona municipalities are virtually prevented from utilizing improvement districts to finance infrastructure projects because of unintended consequences resulting from amendments to the municipal improvement district statutes in 2016. This reduces economic development opportunities because many streets, sewers and other infrastructure projects can no longer be financed using this tool.

The resolution seeks to amend statute to remove a petition requirement for municipalities thus permitting Arizona municipalities to pursue the formation of improvement districts to pay for critical infrastructure needs and result in additional economic development, construction and increased property values.

B. Relevance to Municipal Policy

Municipal improvement districts are a valuable financing tool for Arizona municipalities to pay for infrastructure including streets, drainage and sewers. In 2016, the statute governing formation of municipal improvement districts was amended to require a petition to be submitted after the final resolution of any protests relating to formation of the improvement district.

The petition requirement makes formation of an improvement district very difficult. If the proposed changes are enacted, property owners within a proposed improvement district will still be able object to their property being included within a proposed improvement district.

C. Fiscal Impact to Cities and Towns

Reduced costs due to elimination of petition process and potential revenues as a result of successful formation of a Municipal Improvement District.

D. Fiscal Impact to the State

None.

E. Contact Information:

Sponsoring City or Town: Camp Verde

Name: Gayle Mabery, Interim Town Manager

Phone: 928-554-0001

Email: gayle.mabery@campverde.az.gov

League Staff: René Guillen, Deputy Director



GAHRE 3

League of Arizona Cities & Towns Resolution

Amend statute to allow for the collection of 10% more than the minimum signature threshold for local candidates.

A. Purpose and Effect of Resolution

This proposal would ensure municipal candidates could collect signatures to a certain number above the minimum to qualify for the ballot.

B. Relevance to Municipal Policy

The proposal aims to expand the state's E-Qual system to allow municipal candidates the option to collect a certain percentage of signatures over the minimum number needed to qualify for the ballot. Currently, candidates for municipal offices are authorized to use the E-Qual system administered by Arizona's Secretary of State. This system allows residents to digitally sign nomination petitions. However, under current law candidates for municipal office cannot gather a "cushion" through E-Qual to offset these eliminated signatures.

C. Fiscal Impact to Cities and Towns

Regular costs incurred for holding an election.

D. Fiscal Impact to the State

No fiscal impact to the state.

E. Contact Information:

Sponsoring City or Town: Scottsdale

Name: Dale Weibusch, Government Relations Director

Phone: 480-312-2683

Email: dwiebusch@scottsdaleaz.gov

League Staff: René Guillen, Deputy Director



NSQL 1

League of Arizona Cities & Towns Resolution

Enable the League to support legislative resolutions to ratify the Equal Rights Amendment.

A. Purpose and Effect of Resolution

This resolution seeks to give the League permission to advocate for potential future legislative resolutions regarding the ratification of the Equal Rights Amendment (ERA). The amendment seeks to guarantee that one's constitutional and legal rights cannot be denied or abridged on account of their sex.

The ERA gained momentum throughout the women's movement of the 1960s leading to Congress' approval and submittal of the amendment to state legislatures in 1972. It required 38 state ratifications by 1979 but garnered just 35. Congress extended the deadline to 1982. However, no further states ratified the amendment and five revoked their ratifications. There has since been renewed interest in the ERA with three states (Nevada, Illinois and Virginia) ratifying it in recent years.

B. Relevance to Municipal Policy

This would demonstrate to residents that municipalities want to ensure equality under the law regardless of sex.

C. Fiscal Impact to Cities and Towns

None.

D. Fiscal Impact to the State

None.

E. Contact Information:

Sponsoring City or Town: Tempe

Name: Marge Zylla, Government Relations Officer

Phone: 480-350-8922

Email: marge_zylla@tempe.gov

League Staff: Marshall Pimentel, Legislative Associate



NSQL 3

League of Arizona Cities & Towns Resolution

Allow municipalities to set caps on the total number of short-term rentals in their community.

A. Purpose and Effect of Resolution

This resolution proposes to amend the state statutes to provide cities and towns authority to set a cap on the total number of short-term rentals in their community.

B. Relevance to Municipal Policy

Since the enactment of SB1350 in 2016, short-term rentals have had a significant impact on the housing availability and affordability in parts of the state, particularly in small communities. For example, in Sedona, a city of under 10,000 residents, the Maricopa Association of Governments estimates that 31% of its housing stock is used for short-term rentals. Other areas of the state that are highly desirable for tourists also see high rates of short-term rentals, some as high as 10% of their local housing stock. This issue has been caused by private equity investors that have bought many properties throughout the southwest United States for the sole purpose of renting those properties. Apart from limiting housing stock and affordability, these actions also impact the makeup of neighborhoods and the community.

Top 10 Cities/Towns by Units

PLACE	SHORT TERM RENTAL UNITS
Phoenix	9,785
Tucson	2,950
Mesa	1,719
Scottsdale	6,598
Chandler	900
Gilbert	777
Tempe	1,691
Peoria	672
Surprise	431

Top 5 Cities/Towns by Percent

PLACE	SHORT TERM RENTAL UNITS
Sedona	31.3%
Pinetop-Lakeside	14.2%
Williams	12.6%
Page	11.2%
Jerome	10.6%

NSQL 3, 4, and 5 propose to explore opportunities for legislation in the upcoming session that will permit cities and towns to address the proliferation of short-term rentals by 1) setting caps on the total number of STRs, 2) limiting the density of short-term rentals in specified areas, and 3) establishing distance requirements between short-term rentals.



During the 2022 session, the League entered into a moratorium agreement with AirBNB and Expedia Group, part of the arrangement to advance regulatory reforms in SB1168, which prohibits for a five-year period advocating for or working to introduce legislation to repeal the STR statutes and prohibits for a three-year period statutory change to the STR statutes unless by mutual agreement. However, this moratorium does NOT apply to statutory changes related to limiting the proliferation of short-term rentals such as limitations on density caps or caps on the number of short-term rentals.

C. Fiscal Impact to Cities and Towns

None.

D. Fiscal Impact to the State

None.

E. Contact Information:

Sponsoring City or Town: Scottsdale

Name: Dale Weibusch, Government Relations Director

Phone: 480-312-2683

Email: dwiebusch@scottsdaleaz.gov

League Staff: Tom Savage, Legislative Director



NSQL 4

League of Arizona Cities & Towns Resolution

Allow municipalities to limit the density of short-term rentals in specified areas.

A. Purpose and Effect of Resolution

This resolution proposes to amend the state statutes to permit cities and towns to limit the density of short-term rentals in specified areas.

B. Relevance to Municipal Policy

See NSQL 3

C. Fiscal Impact to Cities and Towns

None.

D. Fiscal Impact to the State

None.

E. Contact Information:

Sponsoring City or Town: Scottsdale

Name: Dale Weibusch, Government Relations Director

Phone: 480-312-2683

Email: dwiebusch@scottsdaleaz.gov

League Staff: Tom Savage, Legislative Director



NSQL 5

League of Arizona Cities & Towns Resolution

Allow municipalities to establish separation requirements and enforce distance between short-term rentals.

A. Purpose and Effect of Resolution

This resolution proposes to amend the state statutes to permit cities and towns to limit the density of short-term rentals in specified areas.

B. Relevance to Municipal Policy

See NSQL 3

C. Fiscal Impact to Cities and Towns

None.

D. Fiscal Impact to the State

None.

E. Contact Information:

Sponsoring City or Town: Scottsdale

Name: Dale Weibusch, Government Relations Director

Phone: 480-312-2683

Email: dwiebusch@scottsdaleaz.gov

League Staff: Tom Savage, Legislative Director



PSMAC 2

League of Arizona Cities & Towns Resolution

Amend statute to allow cities and towns to use body scanning machines in jails and holding facilities.

A. Purpose and Effect of Resolution

This resolution proposes to amend state statutes to provide cities and towns with the authority to use body scanning machines in their municipal jails and holding facilities.

B. Relevance to Municipal Policy

Current statute only authorizes the Arizona Department of Corrections and county jails to use body scanning machines. The language the resolution seeks to amend was added in 2016 by HB2183 (inmate body scans; contraband) by then Representative, now Senator T.J. Shope (R-Coolidge). The Sheriff's Association sought the legislation as counties were experiencing issues with undetected drugs and other contraband that posed a risk to both inmates and staff. The bill passed both chambers unanimously, but cities and towns were not included in the legislation at the time. Because municipal jails also experience issues with the smuggling of illicit items, this resolution seeks the same authority granted to the state and counties.

C. Fiscal Impact to Cities and Towns

The cost of equipment should a city or town choose to use it.

D. Fiscal Impact to the State

None.

E. Contact Information:

Sponsoring City or Town: Mesa

Name: Miranda DeWitt, Government Relations Director

Phone: 480-644-5796

Email: miranda.dewitt@mesaaz.gov

League Staff: Marshall Pimentel, Legislative Associate

