CITY OF PRESCOTT
Everybody's Hometown

AGENDA

PRESCOTT CITY COUNCIL
STUDY SESSION
Tuesday, November 5, 2013
IMMEDIATELY FOLLOWING A SPECIAL VOTING MEETING STARTING AT 3:00 PM

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

The following Agenda will be considered by the Prescott City Council at its **Study Session** pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

♦ **CALL TO ORDER**

♦ **ROLL CALL**

MAYOR AND CITY COUNCIL

Mayor Kuykendall

Councilman Arnold	Councilman Kuknyo
Councilman Blair	Councilman Lamerson
Councilman Carlow	Councilman Scamardo

♦ **ANNOUNCEMENTS**

I. PROCLAMATION "Women's Air Race Classic Team Day"

II. DISCUSSION ITEMS

A. Presentation by Raftelis Financial Consultants on the Development Impact Fees Project - Land Use Assumptions (LUAs) and Draft Infrastructure Improvement Plan (IIP)

B. Approval of a purchase order to Pump Systems Inc., for repair services to rebuild Chino Water Production Facility Booster Pump No. 4 in the amount of $11,696.30

C. Award of Contract No. 2014-079 to purchase a two-year supply of Accu-Tab chlorine tablets from Hill Brothers Chemical Company in an amount not to exceed $144,000.00

D. Approval of payment of fees not to exceed $45,000 in total to the Arizona Department of Water Resources to modify Underground Storage Permit No. 71-519567.0001, and Water Storage Permit Nos. 73-528737.0001 and 73-519567.0001 associated with the Airport Water Reclamation / Recharge Facility

E. Adoption of Ordinance No. 4872-1410, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF REAL PROPERITIES, EASEMENTS AND IMPROVEMENTS FROM PRESCOTT UNIFIED SCHOOL DISTRICT, JANET B. MARKHAM, EDWARD & KAREN SANCHEZ, PRESCOTT PARK HOLDINGS LLC AND PINE ACRES OF PRESCOTT LLC FOR THE IMPROVEMENT OF PARK AVENUE; AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASES

F. Award of contracts for Title and Escrow Services for various real property transactions to: (1) Yavapai Title Agency, Inc. (City Contract No. 2014-081), and (2) Lawyers Title of Arizona, Inc. (City Contract No. 2014-082), each in an amount not to exceed $30,000.00

G. Approval of an agreement with Trauma Intervention Programs of Arizona Inc (TIP) for fiscal year 2014 in the annual amount of $23,906.00 (City Contract No. 2014-058)

H. Approval of payment to Application Data Systems, Inc. (ADSi) for annual support and maintenance services for Fiscal Year 2014 in the amount of $15,556.00, City Contract No. 2014-076

I. Adoption of Resolution No. 4205-1414 accepting Arizona Department of Homeland Security Grant in the amount of $28,050.00 for Equipment for Prescott Area Regional HazMat Response Team

J. Approval to purchase Personal Protective Equipment, to include turnout coats and pants, from L.N. Curtis and Sons, using State Contract No. DC110009-5 pricing, in an amount not to exceed $28,000.00

K. Approval of purchase of one (1) ea. 2013 Caterpillar Skid Steer Loader from Empire Equipment of Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377, in the amount of $59,023.51

L. Approval of purchase of asphalt rubber crack sealant from Crafco, Inc., using Arizona Procurement Solution Master Blanket Purchase Order No. ADSPO-035060 in an amount not to exceed $100,000.00

M. Approval of purchase of one (1) ea. 2014 Ford Explorer from San Tan Ford using Arizona Procurement Solution Master Blanket Purchase Order No. ADSP012-016671 in the amount of $27,615.81 (City Contract No. 2014-069)

N. Approval of Authorization of Services No. 1, City Contract No. 2014-029 A1, with Dibble Engineering for design of a pavement preservation project for the “Bottleneck Hangar” complex at Prescott Municipal Airport in an amount not to exceed $14,570.07

O. Approval of Amendment One to City Contract No. 2014-001 A1 with Salt River Valley Water Users' Association for the Big Chino Sub-basin

Ephemeral Stream Flow Monitoring System, in the amount of $12,026.00

P. Approval of Amended and Restated Employment Agreement with Arthur Markham for City Judge (City Contract No. 2013-104 A1)

Q. Approval of a three (3) year Westlaw Software Subscription through West, Thomson Reuters, in the total amount of $40,643.34 (City Contract No. 2014-068)

III. ADJOURNMENT

EXECUTIVE SESSION

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

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

Confidentiality

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

CERTIFICATION OF POSTING OF NOTICE

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

____

Lynn Mulhall, City Clerk

CITY OF PRESCOTT
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COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **STUDY SESSION 11-5-13**
VOTING SESSION N/A

DEPARTMENTS: Finance / Public Works

RECOMMENDED AGENDA CATEGORY: Regular: X Consent: ___

AGENDA ITEM: Presentation and discussion re the Development Impact Fees Project - Land Use Assumptions and Draft Infrastructure Improvement Plan

Approved By: **Date:**

Director:	Woodfill, Mark	
City Manager:	McConnell, Craig	

Item Summary

Raftelis Financial Consultants, Inc., will present the Draft Infrastructure Improvement Plan (IIP) and Land Use Assumptions (LUA) for initial Council discussion prior to publishing the IIP and LUA and setting the public hearing date per state law.

Background

ARS §9-463.05 mandates an extensive process for developing and implementing impact fees. The City entered into a contract for *Development of Impact Fees, Infrastructure Improvement Plan and Associated Documents, and Analysis and Development of Utility Rates* on October 23, 2012, to meet these requirements. Preliminary recommendations of impact fee areas (Police, Fire, Streets, and Utilities) were presented to council on December 18, 2012. Raftelis Financial Consultants, Inc., and staff have subsequently developed the documents in conformance with the statutory requirements.

Raftelis Financial Consultants, Inc., will present the Draft IIP and LUA documents and discuss other project milestones going forward. In the coming weeks these documents will be reviewed with an ad-hoc working group and subsequently published via a public notice. The public notice is required to be at least sixty (60) days prior to a public hearing on the IIP and LUA. Additional legislative requirements and corresponding timeframes will be completed according to the attached tentative schedule.

Agenda Item: Presentation and discussion re the Development Impact Fees Project - Land Use Assumptions and Draft Infrastructure Improvement Plan

Attachments

1. Impact Fee and Utility Rate Schedule

Recommended Action: No formal Council action is necessary, however, Council discussion and direction is sought regarding the schedule for publication of the Draft Infrastructure Improvement Plan and Land Use Assumptions and the public hearing date.

Impact Fee and Utility Rate Schedule

Impact Fee (ARS §9-463.05) and Utility Rate (ARS §9-511.01) Task	Milestone/Timeframe
Approval of contract by City Council	October 23, 2012
Development of an infrastructure improvement plan (IIP) and calculation of impact fees	October 2012 thru October 2013
Ad-hoc committee meeting introduction and overview	March 28, 2013
Ad-hoc committee meeting to discuss growth projections and land use assumptions	April 10, 2013
Ad-hoc committee meeting to discuss growth projections and land use assumptions	May 15, 2013
Presentation by Raftelis Financial Consultants on IIP and Land Use Assumptions (LUA) with discussion and direction for staff to publish IIP and LUA (11/15/13) and set public hearing (1/14/14)	November 5, 2013 (Study Session) November 12, 2013 (Voting Session)
Distribute draft public comment materials to ad-hoc committee and Council	November 5, 2013
Ad-hoc meeting on draft IIP (presentation by Police, Fire, Utilities, Streets)	November 13, 2013
Publish draft IIP & land use assumptions (LUA), set and provide notice of public hearing	November 15, 2013
Presentation and public hearing on IIP and LUAs	January 14, 2014 (Voting Session)
Revision to IIP and LUA (if necessary)	January 15, 2013 - January 24, 2014
Ad-hoc committee meeting to provide review comments and recommendations for IIP and LUA	January 22, 2014
City Council to consider adoption of the IIP and LUA	February 18, 2014 (Study Session) February 25, 2014 (Voting Session)
Presentation by Raftelis Financial Consultants on fee report with council to provide direction for staff to publish fee report (2/28/14) and set public hearing (4/1/14)	February 18, 2014 (Study Session) February 25, 2014 (Voting Session)
Publish fee report and notification of intent to assess development fee and set public hearing	February 28, 2014
Presentation and public hearing on fee report	April 1, 2014 (Study Session)
Revision to final fee report (if necessary)	April 2, 2014 - April 25, 2014
City Council to consider adoption of impact fees	May 6, 2014 (Study Session) May 13, 2014 (Voting Session) No later than May 13, 2014
Impact fees in effect	August 1, 2014
Utility rate analysis with legislative meeting/notification requirements	May 2014 - November 2014
New utility rate in effect	January 1, 2015

CITY OF PRESCOTT
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COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **STUDY SESSION 11-05-2013**
VOTING SESSION 11-12-2013

DEPARTMENT: **Public Works**

RECOMMENDED AGENDA CATEGORY: **Regular: X** **Consent: __**

AGENDA ITEM: Approval of a purchase order to Pump Systems Inc., for repair services to rebuild Chino Water Production Facility Booster Pump No. 4 in the amount of $11,696.30

Approved By: **Date:**

Director:	Nietupski, Mark	
City Clerk:	Mulhall, Lynn	
City Manager:	McConnell, Craig	

Item Summary

This item is to approve a purchase order to Pump Systems Inc., for repair services to rebuild Chino Water Production Facility Booster Pump No. 4.

Background

The Chino Production Facility consists of six (6) booster pumps to deliver water to Prescott. Recently a drop in production was observed on Booster Pump No. 4 from 1,400 gallons per minute (gpm) to 600 gpm. The repair will restore the equipment to the original parameters.

The services will include pump disassembly, inspection, and rebuilding the pump with new parts.

Agenda Item: Approval of a purchase order to Pump Systems Inc., for repair services to rebuild Chino Water Production Facility Booster Pump No. 4 in the amount of $11,696.30

Bid Results

Quotes to rebuild Booster Pump No. 4 were solicited from three companies. The results follow:

Vendor	Price	Schedule
Pump Systems Inc.	$11,696.30	4 – 6 Weeks
Precision Electric Co.	$12,480.00	4 – 5 Weeks
Weber Water Resources	$23,901.00	N/A

Financial Impact

FY 14 budgeted funds to rebuild Booster Pump No. 4 are in the Water Fund.

Attachments

1. Booster Pump Quotes

Recommended Action: MOVE to approve a purchase order to Pump Systems Inc., for repair services to rebuild Chino Water Production Facility Booster Pump No. 4.

PUMP SYSTEMS, INC.

55 N. Sunway Dr.
Gilbert, AZ 85233
Phone 480-545-8484 • Fax 480-545-8787

QUOTATION

Quote No: Q0009223
Quote Date: 8/06/2013
Account: CITPRE
Page 1
CUSTOMER

QUOTE FOR:

CITY OF PRESCOTT
P.O. BOX 2059
ACCOUNTS PAYABLE
PRESCOTT, AZ 86302

SHIP TO:

CITY OF PRESCOTT
1505 SUNDOG RANCH ROAD
WASTEWATER DEPARTMENT
PRESCOTT, AZ 86301

REP	INQUIRY NUMBER	REFERENCE	SHIP VIA	DELIVERY	SHIP FOB
002			OUR TRUCK FFA	9/27/13	SHIPPING POINT

		QTY	UM	ITEM NO	DESCRIPTION	UNIT PRICE	D%	EXT PRICE
					SIMFLO/I.R. PUMP REPAIR, BOOSTER PUMP #4			
		1.00	EA	REPAIR	REPAIR TO CONSIST OF THE FOLLOWING ITEMS:	10,850.000		10,850.00
					1. DISASSEMBLE PUMP AND INSPECT.			
					2. SANDBLAST ALL HOUSINGS AND DISCHARGE HEAD.			
					3. INSTALL NEW BOWL SHAFT, 416SS MATERIAL.			
					4. INSTALL NEW LINE SHAFT, 416SS MATERIAL.			
					5. INSTALL NEW LINE SHAFT COUPLINGS.			
					6. REWORK IMPELLERS AS REQUIRED.			
					7. BALANCE ALL IMPELLERS.			
					8. INSTALL NEW BUSHINGS IN BOWL ASSEMLBY.			
					9. INSTALL NEW SEAL GLAND BUSHING.			
					10 REFURBISH EXISTING MECHANICAL SEAL.			
					11 REASSEMBLE PUMP AND PAINT DISCHARGE HEAD.			
					12 APPLY NSF COATING TO OUTSIDE OF BOWLS & COLUMN.			
					13 TRANSPORT PUMP BACK TO JOBSITE.			
					14 PROVIDE START-UP ASSISTANCE.			
			EA	NOTES:	1. DELIVERY = 4-6 WEEKS.			
					2. PUMP SYSTEMS TO PROVIDE TRANSPORTATION TO AND FROM JOBSITE.			

BUYER: SCOTT MCCLINTON
PHONE: (928) 777-1630 EXT

QUOTED BY: DAVID DONOVAN
QUOTED EXPIRES: 9/06/2013
PAYMENT TERMS: NET 20 DAYS

SUBTOTAL	10,850.00
SALES TAX	846.30
FREIGHT	0.00
TOTAL QUOTE	11,696.30

PRECISION ELECTRIC CO., INC.
CORPORATE & ENGINEERING OFFICE
1822 E. JACKSON ST. PHONE# 602-252-5774
PHOENIX, AZ. 85004

QUOTE# 902071713

July 17, 2013

City of Prescott Water Dept.
ATTN: Randy Baldauf

Precision Electric is pleased to quote the following.

Item: Approx. 21 stage, Simflo Pump and head assembly, Model #SM!#M-21,
S/N SOO28260/46830

Scope of Work:
*Disassemble and inspect pump.
*Sandblast all housings and discharge head.
*Install new bowl shaft, 416SS material.
*Install new line shaft, 416SS material.
*Install new line shaft couplings.
*Inspect and balance impellers.
*Install new bushings in bowl assembly.
*Install new seal gland bushing.
*Refurbish existing mechanical seal.
*Supply new column pipe.
*Reassemble pump and paint discharge head.
*Apply Scotchkote 323NSF coating to outside bowls and column.
*Pickup and deliver back to Chino Valley yard.
REPAIR COST $12,480.00

Delivery Time: 4-5 weeks

Thank you,

Clay Parks
602 349 7440

WEBER
WATER RESOURCES

QUOTATION

Customer:	Prescott (City)	From:	Fred Tregaskes
Attention:	Harry E. Brown	Date:	9/23/2013
Phone:	(928) 777-1118	Quote No:	
Fax:	(928) 771-5877	Project:	Chino Valley Booster 4 Rebuild

Weber Water Resources is pleased to offer the following service for your review and consideration:

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
5.00	Travel to site, load up pump, travel to Chandler. City of Prescott to pull pump and motor, load on Weber trailer.	$90.00	$450.00
1.00	Disassemble pump, check tolerances. Rebuild pump with new bowl bearings, bronze impeller wear rings, new 1 15/16" 416 SS bowlshaft, new 416 SS lineshaft, install new 304 SS lineshaft couplings, replace 10 inch column pipe, refurbish John Crane mechanical seal, replace packing box bushing, balance impellers, sandblast exterior of bowl assembly and discharge head, coat outside of bowls and column pipe, paint discharge head. Assume existing bowls are Simflo SR12C twenty one stage bowl assembly in suitable condition for rebuild. Assume impellers are not keyed to bowlshaft, all impellers have enough material for machining and installing new impeller wear ring. Reassemble.	$10,470.00	$10,470.00
5.00	Deliver pump to site for reinstallation by the City of Prescott.	$90.00	$450.00
		Subtotal for Labor	**$11,370.00**
1.00	Materials - 21 each bronze wear rings, lot bowl bearings, bowlshaft, lineshaft, couplings, column pipe, rebuilt mechanical seal, impeller balance	$12,531.00	$12,531.00
		Subtotal for Material	**$12,531.00**
		TOTAL AMOUNT	**$23,901.00**

TERMS AND CONDITIONS

Terms net 10 days from date of Invoice
Partial invoice to be generated at 30%, 60% and final completion.
Quotation valid for 30 days
1 year standard warranty from date of start up. Warranty does not cover acts of god, lubrication, aggregates (sand etc.), aeration, cavitations, customer supplied or used material
Freight is FOB Jobsite
All invoices are subject to a fuel surcharge
Customer is responsible for all applicable sales tax
Invoices will be based on quantities consumed
Weber reserves the right to file 20 day preliminary lien notices on all projects
Delinquent invoices will be charged an interest rate at the highest percentage rate available by law

CITY OF PRESCOTT
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COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **STUDY SESSION 11-05-13**
VOTING SESSION 11-12-13

DEPARTMENT: Public Works

RECOMMENDED AGENDA CATEGORY: Regular: X Consent:

AGENDA ITEM: Award of Contract No. 2014-079 to purchase Accu-Tab chlorine tablets from Hill Brothers Chemical Company in the amount of $144,000.00

Approved By: **Date:**

Director:	Nietupski, Mark	10/24/2013
City Manager:	McConnell, Craig	

Item Summary

Approval of this item will award a 12 month unit price contract for chlorine tablets to Hill Brothers Chemical Company for Accu-Tab chlorine tablets. The contract has the option for an additional one-year extension subject to the mutual agreement of the parties. The contract amount is for a two-year supply of chlorine. This procurement is sole source pursuant to City Code 1-27-9(F). In 2006 the City opted to install an engineered integrated tablet system for water production to transition from using chlorine gas injection. Once the chlorinator system was selected, which was accomplished through a public competitive process, the need to utilize engineered proprietary tablets became necessary for the continuing term of equipment operation.

Background

All community water systems are required to disinfect potable water per regulatory requirements. The City of Prescott water system utilizes chlorine tablets for this purpose. Each production well is equipped with Accu-Tab tablet chlorination system that erodes tablets to consistently deliver regulatory compliant water. The Accu-Tab brand chlorinators and the Accu-Tab chlorine tablets work as an integrated system. The Accu-Tab chlorine tablets are the only product authorized by the manufacturer for use in the Accu-Tab brand chlorinators to maintain warranty, technical support, and National Sanitation Foundation (NSF) certification.

The current average demand for chlorine tablets is approximately 30,000 pounds annually. This amount is based on historical usage at existing wells and projected usage at Airport Well #3 and the new well at Goldwater Lake. Accu-Tab chlorine tablets are delivered in lots of 1,320 pounds (1 pallet of 24 pails each weighing 55 pounds) and stored on-site for regular distribution to the individual wells.

The City contract with Hill Brothers Chemical Company for supply of Accu-Tab chlorine tablets for potable water system disinfection will expire in December 2013. The City bid this contract in 2006 and 2010 and received only one response from the authorized supplier for Accu-Tabs in Arizona, Hill Brothers Chemical Company.

The unit price of $2.40 per pound for the Accu-Tab chlorine tablets excludes tax and delivery.

Schedule

Purchases are made as needed based upon water demand and reserve tablet inventory. The material is sensitive to temperature and cannot be stored for extended periods without degradation of chemical quality. Accordingly, multiple deliveries are required throughout the year in lots of 2,640 lbs. (2 pallets) in cool weather and 1,320 lbs. (1 pallet) in warm weather.

Financial Impact

FY 14 funding was budgeted for the procurement of Accu-Tab chlorine tablets in the Water Fund.

Attachments

1. Hill Brothers Chemical Company contract pricing

Recommended Action: MOVE to award City Contract No. 2014-079 to Hill Brothers Chemical Company.

HILL BROTHERS Chemical Co.

21639 N. 12th Ave. Suite 100
Phoenix, AZ 85027
Phone # 623/879-9210
Fax: 623/879-7390
E-mail: phoenixsales@hillbrothers.com

To: Harry Brown
City of Prescott

Date: October 23, 2013

Hill Brothers Chemical is pleased to offer the following prices:

Description / Item No.	Pkg. Size	Price	Unit
Accutabs / CC07000F0	55 lb. pail	$2.40 + tax	Lb.

Delivered via HB Truck

One year contract, effective 12/01/13 - 11/28/14, with an option for one additional year upon mutual agreement.

Option year would be effective
12/01/14 - 11/30/15.

Jason Kowanetz
Hill Brothers Chemical
602-321-5999

CITY OF PRESCOTT
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COUNCIL AGENDA MEMO

MEETING DATE/TYPES: STUDY SESSION 11-05-13
VOTING SESSION 11-12-13

DEPARTMENT: Public Works

RECOMMENDED AGENDA CATEGORY: Regular: X Consent: ___

AGENDA ITEM: Approval of payment of fees not to exceed $45,000 in total to the Arizona Department of Water Resources to modify Underground Storage Permit No. 71-519567.0001, and Water Storage Permit Nos. 73-528737.0001 and 73-519567.0001 associated with the Airport Water Reclamation / Recharge Facility

Approved By: **Date:**

Director:	Nietupski, Mark	
City Manager:	McConnell, Craig	

Item Summary

This item is to approve payment of fees to the Arizona Department of Water Resources (ADWR) for modification of existing permits for aquifer recharge and underground water storage of treated effluent from the Airport Water Reclamation Facility and surface water from Watson and Willow Lakes.

Background

On April 26, 2011, Waterworks Engineers was awarded an engineering services contract for Airport WRF Phase I Expansion improvements. The scope of work included analysis of the City recharge/storage facility to determine the potential to increase permitted capacity.

Southwest Ground-Water Consultants, Inc., (SGC), in association with Waterworks Engineers, completed the Hydrogeologic Study of the City of Prescott Airport Water Reclamation Facility and Recharge Basins in August 2012. The study modeled and analyzed the long-term capability of the facility and determined that the recharge capacity is 14,273 acre–feet/year. Currently, the City ADWR permit for the Underground Storage Facility (USF) allows for the recharge of up to 7,200 acre-feet per year. USF permits must be updated when modifications to facilities occur. In this case, the City is eliminating one recharge basin to accommodate the Phase I AWRF plant expansion.

Agenda Item: Approval of payment of fees not to exceed $45,000 in total to the Arizona Department of Water Resources to modify Underground Storage Permit No. 71-519567.0001, and Water Storage Permits Nos. 73-528737.0001 and 73-519567.0001 associated with the Airport Water Reclamation / Recharge Facility

Phase I in conjunction with future expansion phases will increase the potential maximum annual storage/recharge volumes of treated effluent from the AWRF which will augment surface water from Watson and Willow Lakes. Therefore, it is appropriate and necessary to modify the USF Permit and two Water Storage (WS) Permits with ADWR. The updated permits will provide for build-out capacity and will save the City time and expense in the future. The permit fee structure is as follows:

PERMIT NUMBER	INITIAL FEE	MAX FEE
USF 71-519567.0001	$2,000	$25,000
WS73-528737.0001	$1,000	$10,000
WS 73-519567.0001	$1,000	$10,000

The initial fee is paid with the application and credited to the total maximum fee. Review costs in excess of the initial fee will be billed directly to the City. ADWR's billing rate is $140/hour and cannot exceed the maximum total fee of $45,000 for the review of all three permits.

ADWR's statutory authority for fee collection is established under A.R.S. 45-871.01 and A.A.C. R12-15-151(B) (8).

Financial Impact

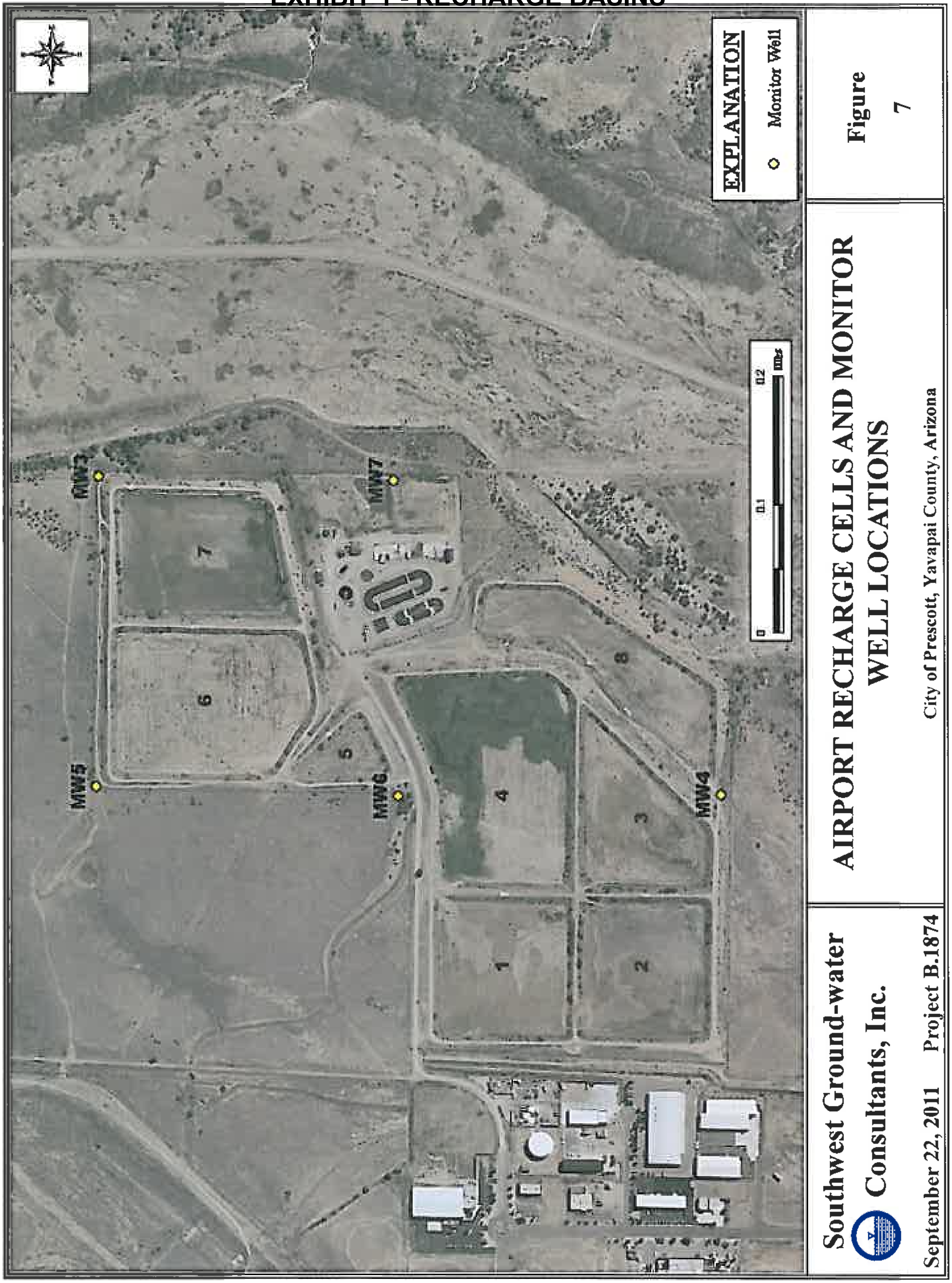
Funding for the ADWR permitting fees is available in the Wastewater Fund.

Attachments

1. Exhibit 1 - Recharge Basin Map

Recommended Action: **MOVE** to approve payment of fees not to exceed $45,000 in total to the Arizona Department of Water Resources to modify Underground Storage Permit No. 71-519567.0001, and Water Storage Permit Nos. 73-528737.0001 and 73-519567.0001 associated with the Airport Water Reclamation / Recharge Facility.

EXHIBIT 1 - RECHARGE BASINS



CITY OF PRESCOTT
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COUNCIL AGENDA MEMO

MEETING DATE/TYPES: STUDY SESSION 11-05-13
VOTING SESSION 11-12-13

DEPARTMENT: Public Works

RECOMMENDED AGENDA CATEGORY: Regular: X Consent: No

AGENDA ITEM: Adoption of Ordinance No. 4872-1410 authorizing purchase and acceptance of public rights-of-way, a sewer easement, and temporary construction easements from various owners for the Park Avenue Improvement Project

Approved By: **Date:**

Director:	Nietupski, Mark	
City Manager:	McConnell, Craig	

Item Summary

Adoption of this ordinance will acquire rights-of-way, a sewer easement, and temporary construction easements necessary for the Park Avenue Improvement Project. Exhibit "A" (attached) provides a summary of the acquisitions involving five (5) parcels of real property. Upon adoption of the ordinance and associated closings all necessary parcels will have been acquired. Fifty three (53) of sixty nine (69) temporary construction easements have been executed by property owners along the roadway.

Background

Design of Park Avenue between Gurley Street and Canyon Springs Drive is complete. Exhibit "A" identifies property owner, addressee, Assessor's parcel number, areas and type of acquisitions, date of agreement, and compensation (including where applicable real property improvements and severance) for each acquisition. The agreement amounts are based on appraisal or competitive market data provided by Bergthold Ag Services, State Certified Appraiser, the appraisal firm retained by the City for this project. Copies of the actual agreements are available in the City Clerk's Office; compensation worksheets are on file at the Public Works office.

Financial Impact

FY 14 budgeted funds are available for the Park Avenue Improvement Project from the One Cent Sales Tax for Streets and Open Space. The total amount required for the acquisitions listed on Exhibit "A" is $35,277.50 plus closing costs estimated between $200 and $1,000 for each closing. The actual closing costs will determine the final amount for each transaction.

Attachments

1. Ordinance No. 4872-1410
2. Exhibit "A"

Recommended Action: MOVE to adopt Ordinance No. 4872-1410.

ORDINANCE NO. 4872-1410

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF REAL PROPERITIES, EASEMENTS AND IMPROVEMENTS FROM PRESCOTT UNIFIED SCHOOL DISTRICT, JANET B. MARKHAM, EDWARD & KAREN SANCHEZ, PRESCOTT PARK HOLDINGS LLC AND PINE ACRES OF PRESCOTT LLC FOR THE IMPROVEMENT OF PARK AVENUE; AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASES.

RECITALS:

WHEREAS, the City Council has determined that certain real properties, easements and improvements are needed by the City for the improvement of Park Avenue and the acquisition of these properties will be in the best interests of the health, safety and welfare of the City of Prescott; and,

WHEREAS, the proposed purchase prices of the following properties, easements and improvements, along with the terms and conditions in the City of Prescott's ("City") standard Purchase Agreements, are deemed to be fair and equitable.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the offer to purchase certain real property referenced in Exhibit "A" and agrees to purchase and accept said property from Prescott Unified School District, pursuant to the terms and conditions as set forth in the City's standard Purchase Agreement dated September 16, 2013, for the purchase price of $15,750.00 plus closing costs.

SECTION 2. THAT the City Council hereby accepts the offer to purchase certain real property referenced in Exhibit "A" and agrees to purchase and accept said property from Janet B. Markham, pursuant to the terms and conditions as set forth in the City's standard Purchase Agreement dated September 19, 2013, for the purchase price of $227.00 plus closing costs.

SECTION 3. THAT the City Council hereby accepts the offer to purchase certain real property referenced in Exhibit "A" and agrees to purchase and accept said property from Edward & Karen Sanchez, pursuant to the terms and conditions as set forth in the

City's standard Purchase Agreement dated September 19, 2013, for the purchase price of $3,840.00 plus closing costs.

SECTION 4. THAT the City Council hereby accepts the offer to purchase certain real property referenced in Exhibit "A" and agrees to purchase and accept said property from Prescott Park Holdings LLC, pursuant to the terms and conditions as set forth in the City's standard Purchase Agreement dated September 19, 2013, for the purchase price of $3,812.00 plus closing costs.

SECTION 5. THAT the City Council hereby accepts the offer to purchase certain real property and easement described in Exhibit "A" and agrees to purchase and accept said property from Pine Acres of Prescott LLC, pursuant to the terms and conditions of the City's standard Purchase Agreement dated October 11, 2013, for the purchase price of $11,648.50 plus closing costs.

SECTION 6. THAT upon payment of the foregoing sums, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing purchases and acceptances of rights of way and easements, including the payment of closing and other costs associated with the purchases and recordation of the closing documents.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _______ day of ______________________, 2013.

____
MARLIN D. KUYKENDALL, Mayor

ATTEST: APPROVED AS TO FORM:

____
LYNN MULHALL, City Clerk

____
JON PALADINI, City Attorney

Park Avenue Improvement Project
Acquisition Summary
October 24, 2013

Owner Name	Property Address	Assessor Parcel No	Acquisition ROW / Easements	Compensation	Agreement For Sale of Real Property Dated
Prescott Unified School District	201 Park Avenue Prescott, AZ. 86301	109-05-004	R/W= 1570.1 SF	$15,750.00	16 September, 2013
Janet B. Markham	561 Salley Lane Prescott, AZ. 86301	109-10-037C	R/W = 22.7 SF	$227.00	19 September, 2013
Edward & Karen Sanchez	423 Park Avenue Prescott, AZ. 86301	109-08-027B	R/W= 384.0 SF	$3,840.00	19 September, 2013
Prescott Park Holdings LLC	204 Park Avenue Prescott, AZ. 86301	109-06-007	R/W = 381.2 SF	$3,812.00	19 September, 2013
Pine Acres of Prescott LLC	721 Bertrand Avenue Prescott, AZ. 86301	109-10-036G	R/W = 28.2 SF R/W = 153.4 SF S/E = 1310.1 SF	$11,648.50	11 October, 2013
			Sub Total	$35,277.50	

SF = Square Feet
R/W = Right-of-Way
Drn Esmt = Drainage Easement
Slp Esmt = Slope Easement
TCE = Temporary Construction Easement
SE = Sewer Easement
QC = Quit Claim

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: STUDY SESSION 11-5-13
VOTING SESSION 11-12-13

DEPARTMENT: Public Works

RECOMMENDED AGENDA CATEGORY: Regular: X Consent: __

AGENDA ITEM: Award of contracts for Title and Escrow Services for various real property transactions to: (1) Yavapai Title Agency, Inc. (City Contract No. 2014-081), and (2) Lawyers Title of Arizona, Inc. (City Contract No. 2014-082), each in an amount not to exceed $30,000.00

Approved By: **Date:**

Director:	Nietupski, Mark	
City Clerk:	Mulhall, Lynn	
City Manager:	McConnell, Craig	

Item Summary

This item is to award two (2) separate, one-year contracts for Title and Escrow Services on an as-needed basis for City street and utility capital improvement projects. Two contracts will provide necessary flexibility in the conduct of real estate transactions.

Background

The City must often acquire real property to facilitate delivery of capital improvement projects. In other circumstances City real property may be disposed or sold. These real property transfers require title and escrow services to close and record individual transactions. This generally includes processing contracts, commercial and residential title services, verifying legal descriptions, and title research for the acquisition or sale of real property, including new right-of-way and utility easements or a combination thereof.

On October 17, 2013, the City received proposals from title agencies interested in providing on-call services for the City's capital construction projects. Five responses were received as follows:

- Lawyers Title of Arizona (Prescott)
- Empire West Title Agency (Prescott)
- Yavapai Title Agency, Inc. (Prescott)
- Pioneer Title Agency (Prescott)
- New World Title (Tucson)

Pursuant to customary selection procedures, the firm's qualifications and fee structures were evaluated and the following ranking was established:

1. Yavapai Title Agency, Inc.
2. Lawyers Title of Arizona
3. Empire West Title Agency

The contracts provide for "on-call" services on an "as needed" basis (project by project); billing is at fixed prices for services as included in the fee schedules.

Potential upcoming projects that may require ROW acquisitions that necessitate Title and Escrow Service include:

Park Ave Reconstruction
Rosser Street Reconstruction
Annual Small Water Main Replacement Project
Annual Sewer Rehabilitation/ Replacement Project
Crystal Lane Realignment
Robinson Drive Reconstruction
18" Water Main – Smoketree Lane
SR69 Corridor Water Main Replacement
Zone 16 (Haisley area) Water Main, Pump Station and Reservoir
Mountain Club Cross Connector
Heckthorn (Airport area) Water Main
36" and 18" (Airport area) Emergency Check Valve Installation
Pleasant Street Water Main
SR69-Prescott Lakes Parkway WW Improvements
Brush-Lincoln Trunk Main
Sundog Trunk Main Replacement

Agenda Item: Award of contracts for Title and Escrow Services for various real property transactions to: (1) Yavapai Title Agency, Inc. (City Contract No. 2014-081), and (2) Lawyers Title of Arizona, Inc. (City Contract No. 2014-082), each in an amount not to exceed $30,000.00

Financial Impact

FY14 funding is available for Title and Escrow Services from the One-Cent Sales Tax for Streets and Open Space, Water Fund, and Sewer Fund. The estimated costs are included in the individual project budgets for which the services are required.

Attachments

1. Schedule of Fees

Recommended Action (by separate motions): MOVE to award Contract No. 2014-081 to Yavapai Title Agency, Inc., in an amount not to exceed $30,000.00; and **MOVE** to award Contract No. 2014-082 to Lawyers Title of Arizona, Inc., in an amount not to exceed $30,000.00.

Yavapai Title Agency, Inc.
1235 East Gurley St.
Prescott, AZ 86301
Phone: (928) 776-7070 • Fax: (866) 895-0115
Where Excellence is Tradition

50 years of Excellence in your hometown
1963-2013
YAVAPAI TITLE AGENCY

Proposed Fee Schedule

The Offeror proposes the following rates for the specified products and services:

Product or Service	**Rate**
Each Preliminary Title Report with requirements and a commitment for Title Insurance	$ 400.00
Each Updated Title Report (no charge if Escrowed)	$ 50.00 each
Rate per parcel for Escrow Services	$ 275.00 flat rate
Rate per page for copies of Recorded Documents (NOT TO INCLUDE REQUIRED COPIES PROVIDED WITH EACH PRELIMINARY TITLE REPORT)	$ 1.00/page
Each Title Insurance Policy*	$ *see attached rate schedule/each
Hourly Rate for each Ownership Report	$ 75.00/hour
Document Recording Fee	$ 25.00 / document
Foreclosure / Condemnation Services	$ See Exhibit 'A"

*to calculate title policy fee, locate liability as listed in the far left column then locate coordinating "Standard Owner Policy" column as highlighted in yellow; multiply policy amount by 55% to obtain policy rate to be charged

Example: Amount to & Including $50,000, filed rate is $420 X 55% (proposed City of Prescott Rate) = $231 for title insurance policy

YAVAPAI TITLE AGENCY, INC. - Effective September 16, 2013
FIRST AMERICAN TITLE - Effective June 1, 2009
All Counties Except Maricopa, Pima, Pinal and Santa Cruz 9/13

		110%		80%	120%	65%
Amount to & Including	**Escrow Service (Eff 9/13)**	**Eagle Owner Policy**	**Standard Owner Policy**	**Standard Loan Policy**	**Extended Loan Policy**	**Combo Ext Loan Policy**
50,000	315	462	420	336	504	273
51,000	315	466	424	339	509	276
52,000	315	472	429	343	515	279
53,000	315	479	435	348	522	283
54,000	315	485	441	353	529	287
55,000	315	490	445	356	534	289
56,000	315	495	450	360	540	293
57,000	315	504	458	366	550	298
58,000	315	508	462	370	554	300
59,000	315	514	467	374	560	304
60,000	315	518	471	377	565	306
61,000	325	525	477	382	572	310
62,000	325	531	483	386	580	314
63,000	325	536	487	390	584	317
64,000	325	543	494	395	593	321
65,000	325	548	498	398	598	324
66,000	325	553	503	402	604	327
67,000	325	560	509	407	611	331
68,000	325	567	515	412	618	335
69,000	325	572	520	416	624	338
70,000	325	576	524	419	629	341
71,000	335	583	530	424	636	345
72,000	335	590	536	429	643	348
73,000	335	594	540	432	648	351
74,000	335	600	545	436	654	354
75,000	335	606	551	441	661	358
76,000	335	611	555	444	666	361
77,000	335	617	561	449	673	365
78,000	335	624	567	454	680	369
79,000	335	630	573	458	688	372
80,000	335	636	578	462	694	376
81,000	350	640	582	466	698	378
82,000	350	647	588	470	706	382
83,000	350	651	592	474	710	385
84,000	350	659	599	479	719	389
85,000	350	664	604	483	725	393
86,000	350	669	608	486	730	395
87,000	350	674	613	490	736	398
88,000	350	680	618	494	742	402
89,000	350	688	625	500	750	406
90,000	350	693	630	504	756	410

YAVAPAI TITLE AGENCY, INC. - Effective September 16, 2013
FIRST AMERICAN TITLE - Effective June 1, 2009
All Counties Except Maricopa, Pima, Pinal and Santa Cruz 9/13

Amount to & Including	Escrow Service (Eff 9/13)	110% Eagle Owner Policy	Standard Owner Policy	80% Standard Loan Policy	120% Extended Loan Policy	65% Combo Ext Loan Policy
91,000	360	696	633	506	760	411
92,000	360	705	641	513	769	417
93,000	360	711	645	517	775	420
94,000	360	716	651	521	781	423
95,000	360	721	655	524	786	426
96,000	360	726	660	528	792	429
97,000	360	734	667	534	800	434
98,000	360	738	671	537	805	436
99,000	360	744	675	541	811	439
100,000	360	749	681	545	817	443
101,000	370	752	684	547	821	445
102,000	370	756	687	550	824	447
103,000	370	759	690	552	828	449
104,000	370	761	692	554	830	450
105,000	370	763	694	555	833	451
106,000	370	767	697	558	836	453
107,000	370	769	699	559	839	454
108,000	370	771	701	561	841	456
109,000	370	774	704	563	845	458
110,000	370	777	706	565	847	459
111,000	380	779	708	566	850	460
112,000	380	781	710	568	852	462
113,000	380	784	713	570	856	463
114,000	380	788	716	573	859	465
115,000	380	790	718	574	862	467
116,000	380	792	720	576	864	468
117,000	380	794	722	578	866	469
118,000	380	798	725	580	870	471
119,000	380	800	727	582	872	473
120,000	380	802	729	583	875	474
121,000	400	804	731	585	877	475
122,000	400	807	734	587	881	477
123,000	400	811	737	590	884	479
124,000	400	813	739	591	887	480
125,000	400	815	741	593	889	482
126,000	400	817	743	594	892	483
127,000	400	822	747	598	896	486
128,000	400	824	749	599	899	487
129,000	400	827	752	602	902	489
130,000	400	829	754	603	905	490
131,000	420	832	756	605	907	491

LAWYERS TITLE OF ARIZONA

EXHIBIT A

RATE CHART AT 40% REDUCTION

Liability Amount = $0-$25,000

Escrow Rate

$540 less 40% = $326.00

Title Rate

$360 less 40% = $216.00

Total Fees on a Transaction Up to $25,000 would be $ 542.00

Liability Amount= $100,001 – $105,000

Escrow Rate

$561.00 less 40% = $316.00

Title Rate

$745.00 less 40% = $447.00

Total Fees on a Transaction up to $105,000 would be $763.00

Please see the attached for a more complete list of rates.

Amount of Insurance Range From	To	Basic Rate Standard Coverage Owners	Escrow Fee
$0	$25,000	360	540
$25,001	$30,000	380	540
$30,001	$35,000	405	540
$35,001	$40,000	430	540
$40,001	$45,000	455	540
$45,001	$50,000	480	540
$50,001	$55,000	505	540
$55,001	$60,000	530	540
$60,001	$65,000	555	540
$65,001	$70,000	580	540
$70,001	$75,000	605	540
$75,001	$80,000	630	540
$80,001	$85,000	655	540
$85,001	$90,000	680	540
$90,001	$95,000	705	554
$95,001	$100,000	730	554
$100,001	$105,000	745	561
$105,001	$110,000	759	568
$110,001	$115,000	774	575
$115,001	$120,000	788	583
$120,001	$125,000	803	590
$125,001	$130,000	817	597
$130,001	$135,000	832	604
$135,001	$140,000	846	611
$140,001	$145,000	861	618
$145,001	$150,000	875	626
$150,001	$155,000	890	633
$155,001	$160,000	904	640
$160,001	$165,000	919	647
$165,001	$170,000	933	654
$170,001	$175,000	948	661
$175,001	$180,000	962	668
$180,001	$185,000	977	676
$185,001	$190,000	991	683
$190,001	$195,000	1006	690
$195,001	$200,000	1020	697
$200,001	$205,000	1035	703
$205,001	$210,000	1049	709
$210,001	$215,000	1064	715
$215,001	$220,000	1078	721
$220,001	$225,000	1093	727
$225,001	$230,000	1107	733
$230,001	$235,000	1122	739
$235,001	$240,000	1136	745
$240,001	$245,000	1151	751
$245,001	$250,000	1165	758
$250,001	$255,000	1180	764

$255,001	$260,000	1194	770
$260,001	$265,000	1209	776
$265,001	$270,000	1223	782
$270,001	$275,000	1238	788
$275,001	$280,000	1252	794
$280,001	$285,000	1267	800
$285,001	$290,000	1281	806
$290,001	$295,000	1296	812
$295,001	$300,000	1310	818
$300,001	$305,000	1322	824
$305,001	$310,000	1333	830
$310,001	$315,000	1345	836
$315,001	$320,000	1356	842
$320,001	$325,000	1368	848
$325,001	$330,000	1379	854
$330,001	$335,000	1391	860
$335,001	$340,000	1402	866
$340,001	$345,000	1414	872
$345,001	$350,000	1425	879
$350,001	$355,000	1437	885
$355,001	$360,000	1448	891
$360,001	$365,000	1460	897
$365,001	$370,000	1471	903
$370,001	$375,000	1483	909
$375,001	$380,000	1494	915
$380,001	$385,000	1506	921
$385,001	$390,000	1517	927
$390,001	$395,000	1529	933
$395,001	$400,000	1540	939
$400,001	$405,000	1552	945
$405,001	$410,000	1563	951
$410,001	$415,000	1575	957
$415,001	$420,000	1586	963
$420,001	$425,000	1598	969
$425,001	$430,000	1609	975
$430,001	$435,000	1621	981
$435,001	$440,000	1632	987
$440,001	$445,000	1646	993
$445,001	$450,000	1655	1000
$450,001	$455,000	1667	1006
$455,001	$460,000	1678	1012
$460,001	$465,000	1690	1018
$465,001	$470,000	1701	1024
$470,001	$475,000	1713	1030
$475,001	$480,000	1724	1036
$480,001	$485,000	1736	1039
$485,001	$490,000	1747	1048
$490,001	$495,000	1759	1054
$495,001	$500,000	1770	1060
$500,001	$505,000	1782	1065
$505,001	$510,000	1793	1071
$510,001	$515,000	1805	1076

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **STUDY SESSION 11-5-13**
VOTING SESSION 11-12-13

DEPARTMENT: Police

RECOMMENDED AGENDA CATEGORY: Regular: X Consent: ___

AGENDA ITEM: Approval of an agreement with Trauma Intervention Programs of Arizona, Inc. (TIP), for Fiscal Year 2014 in the annual amount of $23,906.00 (City Contract No. 2014-058)

Approved By: **Date:**

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

Item Summary

TIP is a national nonprofit organization founded in 1985. TIP's primary purpose is to ensure that those who are emotionally traumatized receive the support they need immediately following a crisis event.

TIP consists of a group of specially trained volunteers who provide emotional aid and practical support to victims of traumatic events and their families in the initial hours following a tragedy to which the Police and Fire Departments respond. TIP Volunteers are available 24 hours a day, 365 days a year. They are called by police officers, firefighters and paramedic personnel to assist family members and friends following a natural or unexpected death; victims of violent crime including rape, assault, robbery, or burglary; victims of fire; disoriented or lonely elderly persons; people involved in motor vehicle accidents; people who are distraught and seeking immediate support; and survivors of suicide.

During Fiscal Year 2013 TIP volunteers worked with the Prescott Police Department on 55 calls and Prescott Fire Department on 65 calls.

Financial Impact

This service is budgeted in the general fund, $11,953.00 to each of the Police and Fire Department for a total cost of $23,906.00.

Attachments

Agenda Item: Approval of an agreement with Trauma Intervention Programs of Arizona, Inc. (TIP), for Fiscal Year 2014 in the annual amount of $23,906.00 (City Contract No. 2014-058)

1. Agreement for Trauma Intervention Services
2. Exhibit A

Recommended Action: MOVE to approve payment to the Trauma Intervention Programs of Arizona, Inc., in the annual amount of $23,906.00 (City Contract No. 2014-058).

Agreement for Trauma Intervention Services
City Contract No. 2014-058

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

WHEREAS, Trauma Intervention Programs of Arizona, Inc. (hereinafter referred to as "Professional"), has expertise in providing professional trauma intervention services.

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

1. That Professional shall provide to the City trauma intervention services including, but not limited to: emotional and practical support services to victims and the families of traumatic events; assisting victims and their families with arrangements for shelter, food, transportation, providing relevant information and referral services; information to City as to how to contact Professional's agents, including twenty-four (24) hour on-call phone number, address and name of Professional agents and supervisors, along with alternate contacts; its own personnel, volunteers, officers, agents, and representatives along with its own vehicles, supplies and equipment to perform Professional's duties and services pursuant to the terms of this Agreement, described by Exhibit A.

2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.

3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.

4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City.

5. The term of this Agreement shall be from July 1, 2013, until June 30, 2014. This Agreement will automatically renew every year unless otherwise terminated, or amended by the mutual agreement of both parties. The City Chief of Police or his/her duly designated representative, is hereby delegated administrative authority, with the written consent of the Professional, to modify the terms and conditions of this Agreement consistent with the City Procurement Code, Chapter 1-27 of the Prescott City Code.

6. Notwithstanding the foregoing, this Agreement may be terminated by both parties upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.

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

drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.

8. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Fire Chief	Chief of Police	Trauma Intervention Programs of AZ, Inc.
City of Prescott	City of Prescott	35 North French Drive
1700 Iron Springs Rd.	222 South Marina St.	Prescott, AZ 86303
Prescott, AZ 86305	Prescott, AZ 86303	

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

10. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.

11. (A) The City shall pay to Professional a total sum of Twenty Three Thousand Nine Hundred and Six dollars and no cents ($23,906.00) per annum for all services specified in Sections 1 and 2 of this Agreement. Payments will be made on a quarterly basis in the amount of Five Thousand Nine Hundred Seventy Six Dollars and Fifty Cents ($5,976.50).

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

    (C) Payment of the total amount provided for under Section 11 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3.

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

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

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

14. City will have no rights to the Professional's trademarks, service marks, slogans, logos, banner rights, brochures, business cards and letterheads. Any operations and/or training manuals of Professional in the City's possession at the time of termination of this Agreement shall be returned to Professional within a reasonable amount of time.

15. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

16. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

17. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

18. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

19. The Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

20. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

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

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

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

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

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

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

22. (A) The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

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

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

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

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

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

2) Professional Liability (Errors and Omissions Liability)

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

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

3) Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $ 1,000,000

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

(C) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(D) Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

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

(F) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

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

23. The Professional, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

24. Contractor Immigration Warranty

Professional understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”.

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

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Professional or Sub-contractors employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of sub-contractors to ensure compliance with Professional's Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

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

The provisions of this Article must be included in any contract the Professional enters into with any and all of its sub-contractors who provide services under this Contract or any sub-contract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Professional or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

25. Professional shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

26. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Professional.

27. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

28. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in A.R.S. Section 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

Dated this ____________ day of ______________________, 2013.

City of Prescott, a municipal corporation PROFESSIONAL

Marlin D. Kuykendall, Mayor

By: Sue Rutherford, Director
Trauma Intervention Program of AZ, Inc.

ATTEST:

Lynn Mulhall, City Clerk

APPROVED AS TO FORM:

Jon M. Paladini, City Attorney

Trauma Intervention Programs of Arizona, Inc.

"Citizens Helping Citizens in Crisis"

Our Mission: To provide immediate emotional and practical support to individuals and families who are experiencing a crisis in their lives. We believe that no one should be alone during a time of need.

October 9, 2013

EXHIBIT A

Deputy Chief Reinhardt
Prescott Police Department
222 South Marina Street
Prescott, AZ 86303

Dear Deputy Chief Reinhardt,

The Trauma Intervention Programs of Arizona began in 2000. I have been with the TIP program since its inception and we have always maintained a very tight budget. For the first 10 years I, as the Executive Director, did not draw a salary but rather volunteered 60 plus hours each week to run the program. Every year my husband, Steve, and I loan and donate funds to TIP to keep it running. For TIP of Arizona to successfully continue it continue without being financially supported by myself and my husband. The fee to the City of Prescott has increased to $23,906.00 annually starting July 1, 2013. This is calculated at a rate of $0.60 per citizen with last reported population of 39,843.

The primary goal of a TIP volunteer is to provide emotional and practical support to victims, families, and friends during any tragedy. Another goal is to allow emergency personnel to concentrate on their job which, hopefully, gets them back into service quickly

TIP volunteers help victims of ***any*** traumatic event, family members and friends following a natural or unexpected death, victims of crime including rape, assault, robbery and burglary, victims of fire/flood, disoriented or lonely older persons, persons involved in vehicle accidents or medical emergencies, children whose families are in crisis, family members of a person who has attempted or completed suicide, any persons who are distraught and seeking immediate support. *TIP will respond to any situation at any location when requested by* Prescott Police, Prescott Fire or Prescott Regional Communication Center and deemed safe for volunteer.

What TIP Volunteers Do:

- respond 24/7/365 within the coverage area
- arrive usually within 20-30 minutes
- provide emotional support
- help arrange for shelter, food, clothing, and transportation
- notify family and friends
- serve as liaison between the victims and emergency and hospital authorities
- help arrange follow-up services
- provide information and referral to appropriate agencies for ongoing assistance

In the previous fiscal year of July 2012 to June 2013 TIP responded to assist on 120 Prescott Fire and Prescott Police calls to help 689 citizens of Prescott.

Sincerely,

Susan Rutherford, R.N.
Executive Director

Trauma Intervention Programs of Arizona, Inc. is a 501(c)3 charitable organization, Federal ID #20-4433209

P.O. Box 25195 * Prescott Valley, AZ 86312 * (928)445-4655 * Fax (866)717-8189
www.TIPofAZ.org

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: STUDY SESSION 11-05-13
VOTING SESSION 11-12-13

DEPARTMENT: Police

RECOMMENDED AGENDA CATEGORY: Regular: ___ Consent: X

AGENDA ITEM: Approval of payment to Application Data Systems, Inc. (ADSi) for annual support and maintenance services for Fiscal Year 2014 in the amount of $15,556.00, City Contract No. 2014-076

Approved By: **Date:**

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

Item Summary

Annual support and maintenance for ADSi public safety software system utilized by the Police Department. Valid September 1, 2013, through August 31, 2014. This maintenance agreement has been renewed annually since 1999.

Background

The ADSi public safety software system provides the Police Department with secure and dependable records storage and retrieval. Payment is for continued use of the software system for another year, including support and maintenance. ADSi is the sole source, proprietary vendor for this public safety software system.

Financial Impact

The annual support and maintenance has been budgeted in the General Fund.

Attachments

1. ADSi Invoice

Recommended Action: MOVE to approve payment to Data Systems, Inc. (ADSi), for annual support and maintenance services for Fiscal Year 2014 in the amount of $15,556.00, City Contract No. 2014-076.

Agenda Item: Approval of payment to Application Data Systems, Inc. (ADSi) for annual support and maintenance services for Fiscal Year 2014 in the amount of $15,556.00, City Contract No. 2014-076

PD

Invoice

Application Data Systems, Inc.
1930 First Commercial Dr
Southaven, MS 38671

Date	Invoice #
9/1/2013	**6158**

Bill To	Ship To
Accounts Payable City of Prescott PO Box 2059 Prescott, AZ 86302	Same

P.O. No.	Terms	Account Rep
Contract	Due on receipt	J. House

Qty	Description	Unit Price	Total Amount
	Police, Yearly Support and Maintenance		
	DataForce, Incident Reporting	790.00	790.00
	DataForce, Property and Evidence	440.00	440.00
	DataForce, Pawn Shop Control System	440.00	440.00
	DataForce, Warrant Control System	440.00	440.00
	DataForce, Field Interview System	440.00	440.00
	DataForce, Master Name System	440.00	440.00
	DataForce, Criminal System	440.00	440.00
	DataForce, Domestic Violence System	440.00	440.00
	DataForce, Traffic Citation System	440.00	440.00
	DataForce, Juvenile Arrest System	530.00	530.00
	DataForce, Police Training System	660.00	660.00
	DataForce, Case Management System	750.00	750.00
	DataForce, Police Officer Daily Log	750.00	750.00
	DataForce, Criminal History	530.00	530.00
	Twenty Three Copies of MDTForce, Mobile MapForce, AVL, WriteForce	5,451.00	5,451.00
	DataForce, Animal Control Software Maintenance	1,125.00	1,125.00
	DataForce, False Alarm Billing Software maintenance	1,200.00	1,200.00
	DataForce, Pawn Shop Import for LEADS online	250.00	250.00
	Length of Software Maintenance, September 1, 2013 through August 31, 2014		

Contact ADSi Phone: (662) 393-2046, web site: www.e9.com	**Total** **$15,556.00**

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: STUDY SESSION 11-5-13
VOTING SESSION 11-12-13

DEPARTMENT: Fire

RECOMMENDED AGENDA CATEGORY: Regular: X Consent: ___

AGENDA ITEM: Adoption of Resolution No. 4205-1414 accepting Arizona Department of Homeland Security Grant for Equipment for Prescott Area Regional HazMat Response Team

Approved By: **Date:**

Acting Fire Chief: Kriwer, Eric	
City Manager: McConnell, Craig	

Item Summary

The Prescott Fire Department has been awarded funding from the Arizona Department of Homeland Security under the Federal Fiscal Year (FFY) 2013 Homeland Security Grant Program. This item authorizes acceptance of the award for associated equipment to be used in partnership with the Prescott Area Regional HazMat Response Team.

Background

The FFY 2013 Homeland Security Grant award is for computer equipment, software and data service, assorted HazMat detectors, meters and sensors, a chemical identification kit, and a decontamination shower system and accessories. The award was based on our participation as a major partner in the Prescott Area Regional HazMat Response Team and will allow the City to meet its partnership responsibilities while strengthening emergency hazardous materials detection, response and decontamination capabilities.

The funded equipment includes:

1. Equipment and Software (Total of below) - $7,000.00

   Mobile Data Computer and Hardware - $5,500.00
   ADSI MatForce License - $1,500.00

This computer and software will allow the Prescott Area Regional HazMat Response Team to provide key services while on scene at a hazardous materials emergency. These services include data access relative to chemical identification and mitigation, plume release forecasting abilities and weather services. By having access to this information on scene, appropriate evacuation, operation, and mitigation decisions can be made, increasing community safety and improving the effectiveness of the first responders.

2. Oxygen Sensors, LEL Sensors, Twin Tox Sensors, Calibration Bottles - $4,000.00

These sensors allow for detection of the levels of four different types of gases within a single monitor. Depending on frequency and type of use, the lifespan of these sensors vary. After having used the sensors for a local HazMat Technician Class, the sensors on currently owned monitors are due for replacement. Additionally, bottled gas used to calibrate the monitors was used for the class, and will be replaced with this grant.

3. Chemical Identification Kit (1) - $6,000.00

Working as a portable chemistry lab, this chemical identification kit allows the team to take a sample of an unknown material and identify the material.

4. Combustible LEL Gas Detectors (5) - $1,250.00

These monitors allow the team to monitor for flammable/combustible gas leaks. The monitors tell the technicians the amount of flammable/combustible gas in the atmosphere, relative to the gas' lower explosive limit.

5. Carbon Monoxide Single Sensor Meters (2) - $500.00

These monitors detect levels of carbon monoxide, in parts per million, in a given atmosphere.

6. Decontamination Shower System and Accessories (1) - $9,000.00

These showers allow for quickly decontaminating large numbers of civilians, in the event that they have been exposed to a hazardous material. They are compatible with equipment already carried on fire engines.

7. Storages Totes for Contaminated PPE and Gear (3) - $300.00

These totes will allow for safe storage of responder gear that has been contaminated during an emergency response.

Financial Impact

The total grant award amounts to $28,050. This is a 100% grant, and no matching funds are required of the City. There are no additional licensing fees for the software and continuation of ongoing costs and programming is not a requirement of the grant. Maintenance of the equipment and replacement of any consumable materials will be the responsibility of the Prescott Area Regional HazMat Response Team, as outlined in currently established automatic aid agreements, which specify that each entity is responsible for an equal share of cost for equipment and maintenance of agency-assigned equipment after purchase.

Attachments

1. Resolution No. 4205-1414

Recommended Action: MOVE to adopt Resolution No. 4205-1414.

RESOLUTION NO. 4205-1414 _______

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING $28,050.00 IN GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR EQUIPMENT FOR PRESCOTT AREA REGIONAL HAZMAT RESPONSE TEAM AND AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS TO IMPLEMENT SAME

RECITALS:

WHEREAS, The City of Prescott, through the Prescott Fire Department, applied to the Arizona Department of Homeland Security (AZDOHS) seeking grant funds through the Homeland Security Grant Program for equipment to be utilized by the Prescott Area Regional HazMat Response Team, of which, the City is a participant; and

WHEREAS, the application was partially approved by AZDOHS in the funding amount of $28,050.00; and

WHEREAS, it is in the best interest of the health, safety and welfare of the City of Prescott of accept funding from AZDOHS in the amount of $28,050.00 to procure equipment for the Prescott Area Regional HazMat Response Team.

ENACTMENTS:

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

Section 1. That the City of Prescott hereby authorizes the acceptance of grant funding from the Arizona Department of Homeland Security in the amount of $28,050.00 to fund the purchase of equipment for the Prescott Area Regional HazMat Response Team.

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

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

____
MARLIN D. KUYKENDALL, Mayor

ATTEST: APPROVED AS TO FORM:

LYNN MULHALL
City Clerk

JON M. PALADINI
City Attorney

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: STUDY SESSION 11-5-13
VOTING SESSION 11-12-13

DEPARTMENT: Fire

RECOMMENDED AGENDA CATEGORY: Regular: __X__ Consent: _____

AGENDA ITEM: Approval to purchase Personal Protective Equipment, to include turnout coats and pants, from L.N. Curtis and Sons, using State Contract No. DC110009-5 pricing, in an amount not to exceed $28,000

Approved By:	Date:
Acting Fire Chief: Kriwer, Eric	
City Manager: McConnell, Craig	

Item Summary

The Fire Department has a need to purchase turnout coats and pants on an "as needed" basis throughout the year. One turnout suit, consisting of one (1) each jacket and pants, is provided for each firefighter, and needs to be replaced if it is damaged, or if it has expired its service life and is no longer safety rated. Additionally, any new firefighter needs to be fitted and assigned a turnout suit. The average life of a turnout suit is three to five years.

Background

Fire Department personnel rely on personal protective equipment in order to safely respond to emergency situations. The Occupational Safety and Health Administration (OSHA) sets forth requirements for protective gear which is necessary to keep personnel safe in situations that are Immediately Dangerous to Life and Health (IDLH). The Fire Department uses specialty jackets and pants, referred to as "turnout suits" in order to provide protection from fire, smoke, extreme heat, and other dangerous materials in IDLH environments.

The individual fit of a turnout suit is an essential component to performance, assuring unrestricted movement, reduced fatigue, and limiting the likelihood of rips, tears, and other failures that could reduce the effectiveness of the thermal fabrication and expose personnel to dangers. The specific fabrication of the G-Xtreme product adds to the fire rated safety of the equipment, reduces maintenance needs and extends the service life of the equipment.

The G-Xtreme jacket and pants specified in this purchase meet the requirements set forth by OSHA and the specifications requested by the Fire Department. This specific product provides a higher safety rating than others due to mobility features and trademarked fabric blends, which make this product unique. L.N. Curtis and Sons is the sole source provider of the G-Xtreme jacket and pants in the region able to provide this product under a state co-op contact. Their product is consistent in style and quality with existing turnout equipment.

Financial Impact

The cost of each turnout suit, consisting of one (1) each coat and pants, is approximately $2,300, including tax. The fire department anticipates purchasing 12 sets of turnouts throughout the year as needed.

Attachments

1. Turnout Specification
2. Turnout Suit Product Detail

Recommended Action: MOVE to approve the purchase of Personal Protective Equipment from L.N. Curits and Sons, using State Contract No. DC110009-5 pricing, in an amount not to exceed $28,000.

City of Prescott Fire Department Turnout Specification

Globe Turnouts

- Globe Manufacturing takes steps in their manufacturing process to decrease or lessen the amount of repairs to the turnouts.
- 8 to 10 stitches per inch method is used to strengthen the overall seams.
- Patented TrimTrax used to protect the trim stitches from abrasion and has proven to protect the trim stitch from abrasion 10 times longer than without the TrimTrax.
- No backstitching in the manufacturing process. Backstitching weakens the outershell material which can cause outershell repairs to show sooner. A continual stitch promotes a stronger seam.
- Globe provides a limited lifetime warranty on manufacturer defects in seams and closures.

Gxtreme Pattern Turnouts

- Through performance evaluations by the department the Globe Gxtreme turnouts provide a great fit and best ergonomic design. The ergonomics and fit contribute greatly to reducing the amount of energy generated to move in a multi-layer system thereby lessening fatigue.
- Zipper closure with stormflap provides a "positive" closure with less bulk and reduced weight.
- Reverse boot cut in pant cuffs that provides for proper fit in the front of the pant leg while reducing repairs due to cuffs dragging on the ground.
- Elasticized pant waist and belt system provides an excellent fit for all personnel, including women, without using a special cut or custom order process. This design also helps distribute the weight of the pants on the hips instead of the shoulders.

Materials

Outershell

- Outershell material of choice is the Gemini XT PBI Matrix from Southern Mills. This outer shell material provides high performance taber abrasion performance testing and performs 10 times longer in this test than the PBI Matrix from the other mill. This material has a 5 year manufacturer's warranty.
- Tear/Cut/Abrasion performance was one of the important factors in the outer shell choice as it reduces the amount of repairs and longevity of the turnouts.
- TPP and THL ratings of the outer shell material played a large part of the overall three layer composite required by the department.

Moisture Barrier

- Crosstech Black moisture barrier was chosen as a minimum. It provides high breathability within the system. Breathability is high importance as it reduces heat exhaustion and fatigue. This material has a 3.5 year warranty and is a staple in the industry.

Thermal Liner

- Caldura SL2 thermal liner was chosen for its characteristics and relationship of TPP and THL. Through evaluation this thermal liner provides a high level of thermal protection with a high amount of breathability. Caldura SL2, a wicking thermal liner, allows the whole system to work by design to help the FF expel body heat, through sweat, to move through the system and out. This helps reduce firefighter heat exhaustion and fatigue.
- Additional thermal layering required in the shoulder elbow and knees. Protection from high heat in high compression areas is achieved by adding an additional layer of thermal liner composite within the liner system to the shoulder area extending 7 inches down the back and 4 inches down the chest. An additional layer of thermal liner and moisture barrier is added within the thermal liner system in the knee and elbow areas. This provides the required thermal protection required by the department.

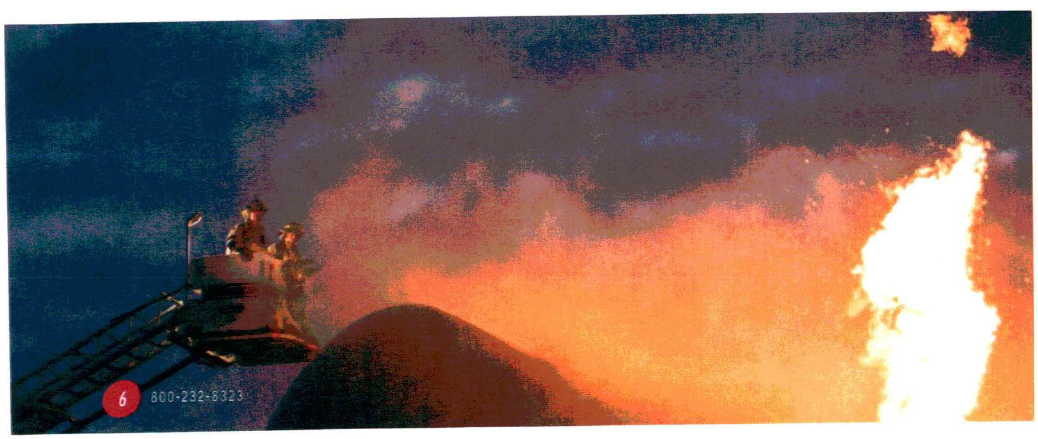
Reinforcements

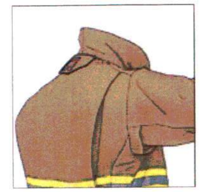
- Dragonhide Cuff and Knee reinforcements are required. Through the department's evaluation and experience this reinforcement provides the highest level of abrasion performance with the lowest amount of water retention.
- Dragonhide on outside of the pant pockets and Kevlar reinforcement added to the inside of the pocket provides a reduction in pocket repairs where tools are carried.

Turnout Supplier

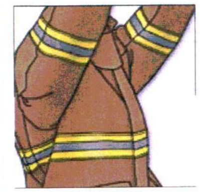
- High importance to the department is availability of chosen configuration that best suits all department needs. Standard sizes are expected off the shelf with a maximum delivery of 30 days. Custom sizes are maximum delivery of 60 days from receipt of order. This importance is to properly suit personnel when the need arises either due to contamination or excessive damage. Also to suit new hires in a reasonable timeframe to provide their required PPE. Also expected is proper sizing support from our supplier, i.e. properly fit new hires (if requested) and guaranteeing proper fit. If the firefighter's PPE does not fit properly a no charge exchange for the correct size is mandatory. The current supplier, LNCurtis and Sons meets all these supplier requirements.

G-XTREME JACKET

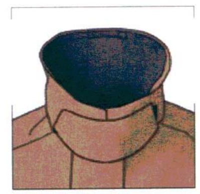




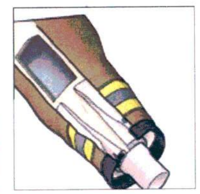
AXTION® BACK adds length across your shoulders when you work in front of you.



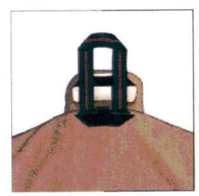
AXTION® SLEEVE provides extra length when you reach.



FREE HANGING THROAT TAB stays out of your way when not deployed.

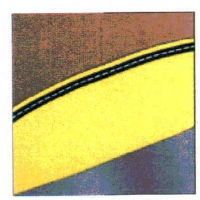


TELESCOPING SLEEVE WELLS keep water out and add thermal protection.

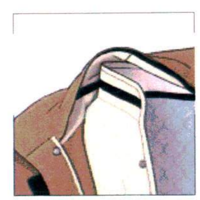


YOCCO™ DRAG RESCUE DEVICE is easy to deploy when you need it, out of the way when you don't.

THERMALLY ENHANCED UPPER BODY & ELBOWS are oversized for more coverage.



TRIMTRAX® THREAD PROTECTION with patented cording lasts far longer than conventional stitching.



AXTION® LINER allows unrestricted movement and easy access between the layers.

G-XTREME JACKET

The world's most advanced turnout gear just keeps getting better. Built to move the way the human body moves – without restriction – by providing a tailored, less bulky fit with added length and fullness where the body bends. Its patented AXTION® Back and AXTION® Sleeve let you make all the right moves. And now G-XTREME® comes in SHAPES to fit your body like never before.

MORE STANDARD FEATURES

CONTOURED SLEEVES ergonomically curved to work with you – not against you.

CONTOURED COLLAR maintains ergonomic shape when flipped up or folded down.

EXPANSION CARGO/HANDWARMER POCKETS reinforced with KEVLAR® fabric inside and NOMEX® fleece behind.

GENEROUS LINER POCKET lined with moisture barrier.

DOUBLE-STITCHED SEAMS with 8–10 stitches per inch for a longer service life.

Your choice of **MATERIALS**: Outer Shells, Moisture Barriers, Thermal Barriers, Reinforcements, Reflective Trim and Lettering.

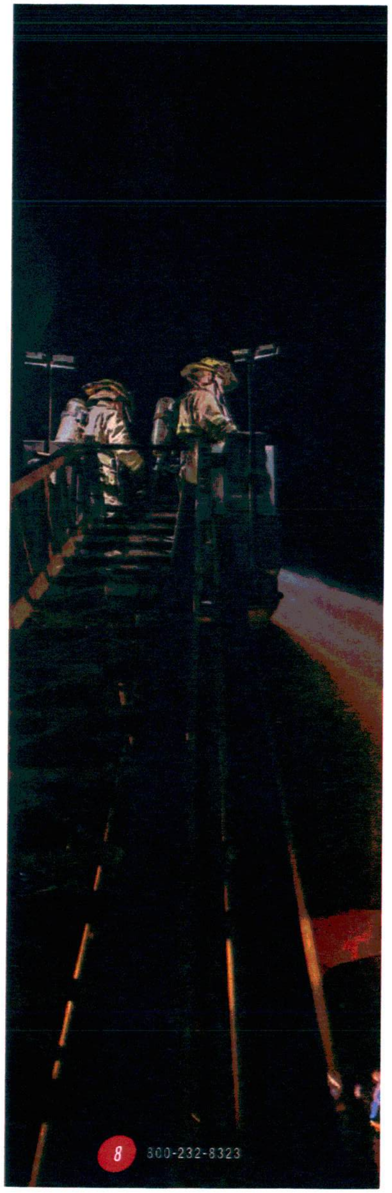
Your choice of **OPTIONS**: Closures, Radio Pockets, Accessory Pockets, Holders/Clips/Straps, Patches/Flags/Embroidery, Knit Wristers, Sleeve Wells, Reinforcements, Thermal Enhancements and Letter Patches.

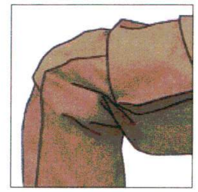
Your choice of **SIZES**: Chest, Length, Shape and Sleeve in both Men's and Women's patterns.

UL certified to NFPA 1971 (Structural Fire Fighting).

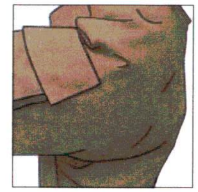
ALSO AVAILABLE IN PROXIMITY

G-XTREME PANTS

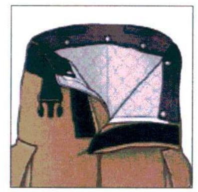




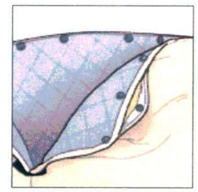
AXTION® KNEE adds length over the knee so you can step up, sit down, kneel, or crawl freely.



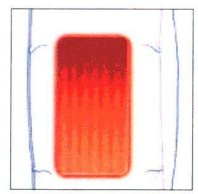
AXTION® SEAT adds length in the seat to allow you to bend at the waist and knees freely.



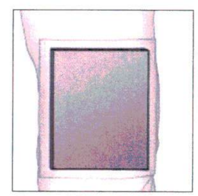
ADJUSTABLE BELT CLOSURE transfers weight to your hips and makes the pants fit like a pair of jeans.



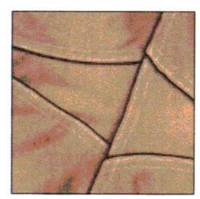
LINER ACCESS OPENING on both sides of the waist for easy access between the layers.



THERMALLY ENHANCED KNEES add a layer of thermal and moisture barrier to protect this high compression area.



Optional **SILIZONE® FOAM KNEES** make crawling almost heavenly and don't absorb water.



DIAMOND CROTCH GUSSET distributes stress in both shell and liner for durability.

PADDED H-BACK RIPCORD SUSPENDERS attach to horizontal loops so there is no metal hardware to dig in or pull out.

G-XTREME PANTS

Finally, turnout pants that fit like a pair of jeans. With its adjustable belt and elasticized back transferring weight to your hips, suspenders are a preference, not a necessity. The AXTION® Seat and AXTION® Knee work together to give you completely unrestricted movement when you bend over, squat down, step up, sit down, kneel, or crawl. And now G-XTREME® comes in SHAPES to fit your body like never before.

MORE STANDARD FEATURES

EXPANSION CARGO POCKETS reinforced with KEVLAR® fabric inside.

INDEPENDENT STRETCH WAISTBAND for unrestricted fit and no-gap protection with liner.

REVERSE BOOT CUT is shorter in the back to avoid premature cuff wear.

VERTICAL FLY CLOSURE with hook and loop makes for fast and secure donning.

TRIMTRAX® THREAD PROTECTION with patented cording lasts far longer than conventional stitching.

DOUBLE-STITCHED SEAMS with 8–10 stitches per inch for longer service life.

Your choice of **MATERIALS**: Outer Shells, Moisture Barriers, Thermal Barriers, Reinforcements and Reflective Trim.

Your choice of **OPTIONS**: Closures, Pockets, Straps/Loops, Suspenders, Belts/Belt Loops, Harness Loops/Pockets, and Cuff/Leg Closures.

Your choice of **SIZES**: Waist, Shape and Inseam in both Men's and Women's patterns.

UL certified to NFPA 1971 (Structural Fire Fighting).

ALSO AVAILABLE IN PROXIMITY

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: STUDY SESSION
VOTING SESSION

DEPARTMENT: Field and Facilities Services

RECOMMENDED AGENDA CATEGORY: Regular: Yes Consent: No

AGENDA ITEM: Approval of purchase of one (1) ea. 2013 Caterpillar Skid Steer Loader from Empire Equipment of Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377, in the amount of $59,023.51

Approved By:		Date:
Director:	Miller, Stephanie	10/04/2013
	Zelms, Alison	10/04/2013
City Clerk:	Mulhall, Lynn	10/08/2013
City Manager:	McConnell, Craig	10/09/2013

Item Summary

The Street Maintenance Division is requesting authorization to purchase a 2013 Caterpillar 259B3 Skid Steer Loader to replace the 1989 Case 1845C Uniloader presently in use.

Background

The Street Maintenance Division uses a skid steer loader for snow removal, digging sign post and other holes, grading small, tight areas for asphalt, landscape and concrete work, and for material handling, especially in small spaces. The loader can also be used with a variety of attachments for special projects.

The existing loader has been in service for 24 years. The model is obsolete, and is no longer supported by the manufacturer. Maintenance costs have increased dramatically over time. Fleet Services has recorded over $10,000 in maintenance for the last three years, which is three to four times the cost to maintain a new machine. The cost in down time for the crews is not included.

A new 2013 Caterpillar 259B3 Skid Steer Loader is available from Empire Equipment of Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377.

Agenda Item: Approval of purchase of one (1) ea. 2013 Caterpillar Skid Steer Loader from Empire Equipment of Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377, in the amount of $59,023.51

Financial Impact

The Street Maintenance Division has $60,000 budgeted in FY14 for this purchase. The total cost of the loader, including tax, is $59,023.51.

Attachments

1. Cat 259B3 Skid Steer Quote

Recommended Action: MOVE to approve the purchase of one (1) ea. 2013 Caterpillar Skid Steer Loader from Empire Equipment of Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377, in the amount of $59,023.51.

EMPIRE Since 1950 CAT

10/1/2013

CITY OF PRESCOTT-FLEET MAINT
432 N. VIRGINA
PRESCOTT, AZ 86301

On behalf of **Empire Machinery** and **Caterpillar Inc**., we are pleased to quote the following.

2013 New Caterpillar 259B3 Skid Steer

Standard Equipment

POWERTRAIN

Caterpillar C3.4T Diesel Engine
- 71 Net Horsepower (53 kw) @2500 RPM
- EPA Tier 4i and EU Stage IIIA Certified
- Electric Fuel Priming Pump
- Glow Plugs Starting Aid
- Liquid Cooled, Direct Injection

Air Cleaner, Dual Element, Radial Seal
S-O-S Sampling Valve,
Hydraulic Oil
Filter, Spin on, Hydraulic
Filters, Bayonet-Type, Fuel
and Water Separator
Tilt Up Radiator / Hydraulic Oil Cooler
Muffler, Standard
Spring Applied, Hydraulically Released,
Wet Multi Disc Parking Brakes
Hydrostatic Transmission

UNDERCARRIAGE

Steel Imbed Rubber Track
2 Speed Motor
Suspension - Independent Torsion Axle

HYDRAULICS

CONTROLS:
Pilot Operated Implement Control, RH
Pilot Operated Hydrostatic Transmission
Control LH

STARTERS, BATTERIES, & ALTERNATORS

Heavy Duty Battery, 880 CCA
90 Ampere Alternator

- Hour Meter

Operator Warning System Indicators:
- Air Filter Restriction
- Alternator Output
- Armrest Raised / Operator Out of Seat
- Engine Coolant Temperature
- Engine Oil Pressure
- Glow Plug Activation
- Hydraulic Filter Restriction
- Hydraulic Oil Temperature
- Park Brake Engaged

Adjustable Vinyl Seat
Pull Down Ergonomic Contoured Armrest
Control Interlock System, when Operator
Leaves Seat or Armrest Raised:
- Hydraulic System Disables
- Hydrostatic Transmission Disables
- Parking Brake Engages

ROPS Cab, Open, Tilt Up
FOPS, Level I
Top and Rear Windows
Floormat
Interior Rear View Mirror
12V Electric Socket
Horn
Hand and Foot Throttle

OTHER STANDARD EQUIPMENT

Engine Enclosure - Lockable
Extended Life Antifreeze (-36C, -33F)
Machine Tie Down Points (4)
Coupler, Mechanical
Support, Lift Arm

ELECTRICAL
12 Volt Electrical System
Ignition Key Start / Stop Switch
Lights:- Gauge Backlighting
- Two Rear Tail Lights
- Two Adjustable Rear
Working Halogen Lights
- Two Adjustable Front
Halogen Lights
- Dome Light
- Backup Alarm

Hydraulic Oil Level Sight Gauge
Radiator Coolant Level Sight Gauge
Radiator Expansion Bottle
Caterpillar XT Hose
Auxiliary, Hydraulics, Continuous Flow
Heavy Duty Flat Faced Quick Disconnects
Split D-Ring to Route Work Tool Hoses
Along Side of Left Lift Arm
Electrical Outlet, Beacon
Belly Pan Cleanout
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007
Rated Operating Capacity:
@ 50% Tipping Load 2950 lb.

Configured as Follows
BELT, SEAT, 2" SUSPENSION
ENGINE, TIER4 INTERIM COMPLIANT
QUICK COUPLER
CONTROL, 2SPD,
SELF-LEVELING
DOOR, CAB, POLYCARBONATE

72"GP BUCKET
HYDRAULICS, HIGH FLOW
TRACK, NARROW, 320MM
FAN, COOLING, DEMAND
ROPS, ENCLOSED WITH A/C (C3)

Warranty: 3 Yr. 3000 Hr. Gov. Pt. Hyd. Extended Warranty

City of Tucson / National Intergovernmental Purchasing Alliance Contract #120377

Cat List Price:	**$65,001.00**
Contract #120377 Discount 16% of List Price:	***$(10,400.16)***
Sub Total:	**$54,600.84**
Sales Tax:	**$ 4,422.67**
Net Total:	**$59,023.51**

Thank you for your consideration of this proposal and we look forward to the continued business partnership with **CITY OF PRESCOTT**

Sincerely,

Dan Allen
Account Manager

This quote is good for thirty days and prices are subject to change.

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **STUDY SESSION**
VOTING SESSION

DEPARTMENT: **Field and Facilities Services**

RECOMMENDED AGENDA CATEGORY: **Regular: Yes** **Consent: No**

AGENDA ITEM: Approval of purchase of asphalt rubber crack sealant from Crafco, Inc., using Arizona Procurement Solution Master Blanket Purchase Order No. ADSPO-035060 in an amount not to exceed $100,000.00

Approved By: **Date:**

Director:	Miller, Stephanie	10/04/2013
	Zelms, Alison	10/04/2013
City Clerk:	Mulhall, Lynn	10/07/2013
City Manager:	McConnell, Craig	10/07/2013

Item Summary

The Street Maintenance Division is requesting approval to purchase asphaltic rubber crack sealant through the Arizona Procurement Solution Master Blanket Purchase Order No. ADSPO13-035060.

Background

Crack sealing is an integral part of the City's Street Pavement Preservation and Maintenance Program. In addition to preventing deterioration of streets from moisture intrusion, crack sealing is used in conjunction with the annual Chip Seal Program to extend the life of pavement segments determined by the Engineering Division. Crews work through the colder months to maximize the effectiveness of the process.

Financial Impact

The Street Maintenance Division has $100,000.00 budgeted in FY14 for this purchase.

Crafco, Inc., of Chandler is contracted for the price of $.4307 per pound through Arizona Procurement Solution Master Blanket Purchase Order ADSPO13-035060.

Attachments

Agenda Item: Approval of purchase of asphalt rubber crack sealant from Crafco, Inc., using Arizona Procurement Solution Master Blanket Purchase Order No. ADSPO-035060 in an amount not to exceed $100,000.00

1. ADSPO13-035060

Recommended Action: MOVE to approve the purchase of asphaltic rubber crack sealant from Crafco, Inc., in accordance with Arizona Procurement Solution Master Blanket Purchase Order No. ADSPO-035060 in an amount not to exceed $100,000.00

Master Blanket Purchase Order ADSPO13-035060

Header Information

Purchase Order Number:	ADSPO13-035060	**Release Number:**	0	**Short Description:**	Asphalt Rubber Crack Sealant
Status:	3PS - Sent	**Purchaser:**	Kianie Putnam	**Receipt Method:**	Quantity
Fiscal Year:	2013	**PO Type:**	Blanket	**Minor Status:**	
Organization:	State Procurement Office				
Department:	ADSPO - State Procurement Office	**Location:**	SPO - State Procurement Office	**Type Code:**	Statewide
Alternate ID:	ADOT12-024885	**Entered Date:**	10/29/2012 02:49:42 PM	**Control Code:**	
Days ARO:	0	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	If Different				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	Yes
Contact Instructions:	Kianie.Putnam@azdoa.gov	**Tax Rate:**		**Actual Cost:**	$0.00
Master Blanket/Contract End Date (Maximum):	06/05/2017 02:45:00 PM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Attachments:	PO Terms & Conditions, 01 - Solicitation File ADOT12-00001363.zip, 03 - Contract Admin File ADOT12-024885.zip, 02 - Contract No. ADOT12-024885.zip				

Primary Vendor Information & PO Terms

Vendor:	000000117 - CRAFCO INC Angie Hoaglin 420 N. Roosevelt Avenue Chandler, AZ 85226 US Email:	**Payment Terms:**	Net 30	**Shipping Method:**	Best Way
		Shipping	F.O.B.,	**Freight**	Freight

angie.hoaglin@crafco.com Phone: (602)276-0406 FAX: (480)940-0313	**Terms:**	Destination	**Terms:**	Prepaid

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to sales@crafco.com at 10/29/2012 03:14:35 PM	10/29/2012 03:22:27 PM
Change Order 2	Emailed to sales@crafco.com at 04/02/2013 05:24:24 PM	
Change Order 1	Emailed to sales@crafco.com at 11/08/2012 02:47:41 PM	04/01/2013 09:47:39 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000000117		CRAFCO INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 06/06/2012 **Master Blanket/Contract End Date:** 06/05/2014
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	$0.00	$0.00	$0.00

Item Information

1-5 of 55
1 2 3 4 5 6 7 8 9 10

Print Sequence # 1.0, Item # 1: POLYMER MODIFIED ASPHALT RUBBER CRACK SEALANT - STANDARD TYPE A, COLD CLIMATE - Pricing shall NOT include taxes and freight. Taxes shall be indicated under the Question Tab. 3PS - Sent

NIGP Code: 745-80
Rubber Asphalt Crack Sealing Compound

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.4307	LB - Pound	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 2.0, Item # 2: POLYMER MODIFIED ASPHALT RUBBER CRACK SEALANT - STANDARD TYPE B, HOT CLIMATE - Pricing shall NOT include taxes and freight. Taxes shall be indicated under the Question Tab. 3PS - Sent

NIGP Code: 745-80
Rubber Asphalt Crack Sealing Compound

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.4311	LB - Pound	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 3.0, Item # 3: POLYMER MODIFIED, TYPE 1, COLD CLIMATE - Pricing shall NOT include taxes and freight. Taxes shall be indicated under the Question Tab. 3PS - Sent

NIGP Code: 745-49
Expansion Joint Material: Asphalt, Rubber, etc.

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.4692	LB - Pound	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 4.0, Item # 4: POLYMER MODIFIED, TYPE 2, MODERATE CLIMATE - Pricing shall NOT include taxes and freight. Taxes shall be indicated under the Question Tab. 3PS - Sent

NIGP Code: 745-49
Expansion Joint Material: Asphalt, Rubber, etc.

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.4457	LB - Pound	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 5.0, Item # 5: POLYMER MODIFIED, TYPE 3, HOT CLIAMTE - Pricing shall NOT include taxes and freight. Taxes shall be indicated under the Question Tab. 3PS - Sent

NIGP Code: 745-49
Expansion Joint Material: Asphalt, Rubber, etc.

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.4458	LB - Pound	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Exit

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: STUDY SESSION 11-05-13
VOTING SESSION 11-12-13

DEPARTMENT: Field and Facilities Services

RECOMMENDED AGENDA CATEGORY: Regular: _X_ Consent: ___

AGENDA ITEM: Approval of purchase of one (1) ea. 2014 Ford Explorer from San Tan Ford using Arizona Procurement Solution Master Blanket Purchase Order No. ADSP012-016671 in the amount of $27,615.81 (City Contract No. 2014-069)

Approved By: **Date:**

Director:	Miller, Stephanie	
City Manager:	McConnell, Craig	

Item Summary

The Fleet Services Division is requesting authorization to purchase one 2014 Ford Explorer to replace a 2004 Ford Crown Victoria, vehicle No. 1082.

Background

Prior to 2011, at which time Ford stopped production of the Crown Victoria, the Police Department had standardized its fleet to that vehicle model. As a result of discontinued production, the Police Department, along with other police departments in Arizona, selected the Ford Explorer and Chevy Tahoe as functional replacements for the Crown Victoria. The Ford Explorer, slightly lighter and smaller, is used in the Investigations Division and the Chevy Tahoe has been identified and is in standard use for Patrol Operations.

The Police Department is currently using two Ford Explorers, purchased in 2004 and 2005, which have proven to be effective vehicles for the operational needs of the Investigations Division. Local dealers have parts and service capabilities available. Ongoing maintenance is provided by Fleet Services, and records show that the vehicles currently in use provide the operational and functional services expected with no unusual repair and maintenance costs.

The Crown Victoria requiring replacement has high mileage and poor reliability. The Police Department was consulted and has requested that vehicle No. 1082 be replaced with a four door Ford Explorer. The purchase of the Ford Explorer will replace the existing

Crown Victoria, which will be auctioned off as surplus property at a later date.

Financial Impact

The vehicle purchase will be made using the Arizona Procurement Solution Master Blanket Purchase Order No. ADSP012-016671 through San Tan Ford, of Gilbert Arizona. The State of Arizona conducted a competitive bid process for which San Tan Ford was the successful bidder.

The Fleet Services Division budgeted $62,000 in FY 14 for General Fund vehicle replacements. The Ford Explorer will cost $27,615.81, including tax. Additional “make ready” requirements by the Police Department include potential additional expenditures for light bars, radio, and other items deemed operationally necessary for this vehicle, and are estimated to cost $10,000, which will be completed via a separate process.

Attachments

1. Ford Explorer quote No. STF14004 from San Tan Ford

Recommended Action: MOVE to approve the of purchase of one (1) ea. 2014 Ford Explorer from San Tan Ford using Arizona Procurement Solution Master Blanket Purchase Order No. ADSP012-016671 in the amount of $27,615.81 (City Contract No. 2014-069).

Base Explorer 4x4

San Tan Gilbert Ford Arizona Fleet

Lloyd Covault
Government Sales Manager
Cell: 602-684-5500
Fax: 480-621-3796
Office: 480-621-3741
Email: lloydcovault@santanford.com

Attn: Charlie Potts
City of Prescott

Prescott, Az
charlie.potts@prescott-az.gov

Date: 13-Sep-13

Quote: STF14004

Customer: City Of Prescott

Item/State Contract #: ADSP012-016671

Vehicle Description: 2014 Ford Explorer Base 4X4

Qty: 1

			Each	Extended
		Base Bid Price:	$25,363.00	$25,363.00

Item:	Option #:	Description:	Each	Extended
1	K8B	2014 Ford Explorer Base 4X4	$0.00	$0.00
2	YZ	Oxford White	$0.00	$0.00
3	7L	Med Lt Stone	$0.00	$0.00
4	100A	XL PKG	$0.00	$0.00
5	998	3.5 V-6	$0.00	$0.00
6	44J	6 Speed Auto	$0.00	$0.00
7	DIO	Window Tint	$150.00	$150.00
8	Delivery	To Prescott	$100.00	$100.00
9			$0.00	$0.00
10			$0.00	$0.00
11			$0.00	$0.00
12			$0.00	$0.00
13			$0.00	$0.00
14			$0.00	$0.00
15			$0.00	$0.00
16			$0.00	$0.00
17			$0.00	$0.00
18			$0.00	$0.00
19			$0.00	$0.00
20			$0.00	$0.00
			$0.00	$0.00

	Each	Extended
Bid Price (with options):	**$25,613.00**	**$25,613.00**
Sales Tax 7.8%:	$1,997.81	$1,997.81
SubTotal:	$27,610.81	$27,610.81
Tire Tax (each):	$5.00	$5.00
Ford ESP 5/100,000 extra care $50.00 deductible*	NA	NA
Total Delivered Price:	**$27,615.81**	**$27,615.81**

Notes:

*=optional. Without ExtraCare total delivered price is :

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: STUDY SESSION 11-05-13
VOTING SESSION 11-12-13

DEPARTMENT: Airport

RECOMMENDED AGENDA CATEGORY: Regular: X Consent: ___

AGENDA ITEM: Approval of Authorization of Services No. 1, City Contract No. 2014-029 A1, with Dibble Engineering for design of a pavement preservation project for the "Bottleneck Hangar" complex at Prescott Municipal Airport in an amount not to exceed $14,570.07

Approved By: **Date:**

Airport Manager:	Tripp, Jeffrey	
City Manager:	McConnell, Craig	

Item Summary

This item is for approval of Authorization of Services No. 1, City Contract No. 2014-029 A1, with Dibble Engineering for design of a pavement preservation project for the "Bottleneck Hangar" complex.

Background

An effective Airport Pavement Preservation Program (APPP) ensures that proper maintenance is performed on a regularly scheduled basis to maximize service life. The goal of the APPP is to provide safe and operable pavement for the least possible cost. Pavement preservation efforts include routine crack seal and seal coat projects, pavement overlays, and pavement reconstruction.

The Federal Aviation Administration (FAA), the State of Arizona (ADOT), and the City have invested large amounts of capital to develop the Airport to include the construction of runways, taxiways and aircraft parking ramps through FAA Airport Improvement Program (AIP) grants, ADOT state aviation grants, and City capital funds. As a condition of acceptance of each federal and state grant to construct, reconstruct or repair airfield pavements, the City agrees to implement an effective APPP.

The City-operated "Bottleneck Hangar" complex is comprised of approximately 489,000 square feet of asphalt constructed in multiple phases between 1992 and 2002. This project will design the crack sealing and seal coating of the asphalt and the re-striping of existing pavement markings.

Financial Impact

The Airport budgeted $210,000.00 for three pavement preservation projects in the FY14 CIP. This project has a budget of $100,000.00 for the design and construction phases. Dibble will provide design phase services for a Lump-Sum Fee of $10,223.51 along with a time-and-materials (T&M) contingency allowance of $4,346.56 to provide limited construction administration support services if requested by the City.

Attachments

1. Authorization of Services No. 1

Recommended Action: MOVE to approve Authorization of Services No. 1, City Contract No. 2014-029 A1, with Dibble Engineering for design of a pavement preservation project for the "Bottleneck Hangar" complex at Prescott Municipal Airport in an amount not to exceed $14,570.07.

CITY OF PRESCOTT CONTRACT# 2014-029A1

PROFESSIONAL SERVICES AGREEMENT
DIBBLE ENGINEERING, INC.
Fiscal Years 2014 through 2016

AUTHORIZATION FOR SERVICES NO. 1

ENGINEERING SERVICES FOR

BOTTLENECK HANGARS PAVEMENT PRESERVATION (DESIGN ONLY)

AT PRESCOTT MUNICIPAL AIRPORT, ERNEST A. LOVE FIELD

FAA GRANT # NONE
ADOT GRANT # NONE

APPROVED AND ACCEPTED by the City of Prescott, this ______ day of November, 2013.

City of Prescott, a municipal corporation — DIBBLE ENGINEERING

______________________________ ______________________________

Marlin D. Kuykendall, Mayor

By: ______________________________

Title: ______________________________

ATTEST: APPROVED AS TO FORM:

______________________________ ______________________________

Lynn Mulhall, City Clerk — Jon Palladini, City Attorney

Dibble Engineering

September 12, 2013

Prescott Municipal Airport
Ernest A. Love Field
6546 Crystal Lane
Prescott AZ 86301

Attention: Mr. Jeff Tripp, AAE
Airport Manager

RE: ENGINEERING SERVICES PROPOSAL
Authorization of Services No. 1 (Tentative Contract 2014-029)
Engineering Design Services
Bottleneck Hangars Pavement Rehab
PRC Project No. 2014DB001

We appreciate the opportunity to provide engineering services to the Prescott Municipal Airport for the design and limited construction administration support services of the *Bottleneck Hangars Pavement Rehabilitation* project. Dibble Engineering will provide project management and prepare civil engineering design plans and support the City of Prescott and the Airport as needed during construction.

Dibble Engineering proposes to provide all design phase services for the *Bottleneck Hangars Pavement Rehabilitation* project for a base Lump-Sum Fee of $10,223.51. There is also a separate time-and-materials (T&M) contingent allowance fee of $4,346.56 to provide limited construction administration support services as requested or as needed by the City of Prescott or the Airport.

Dibble Engineering shall provide the following services:

A. Project Start-Up and Site Visit

1. Base Map Preparation and Site Visit: To reduce costs, topographical survey services will not be utilized for this project. Existing mapping based on aerial photogrammetry will be used for design. As such, Dibble Engineering will perform a site visit to measure and quantify the lineal feet of cracks and determine the limits of the different pavements that will require different rehabilitation requirements.

B. Plans (Base Bid and Additive Alternate)

1. Design Plans: Plans will be designed in multiple bid packages, with the Base Bid designed to maximize the improvements given the total amount of funding available, ($100,000 ±). An Additive Alternate will also be provided to capture the remaining amount of pavement rehabilitation. The plans will include the necessary details and material specifications required for construction.

C. Miscellaneous

1. This proposal is based on an estimated 6-week schedule for complete design (includes site visits, reviews, design coordination meeting, submittals, etc.). Furthermore, this proposal includes (1) site visit for pavement investigation and quantity visit, and (1) design review meeting with the City of Prescott and the Airport.

2. All plans are to be prepared in AutoCAD 2013, Civil3D.

3. The anticipated submittal schedule includes:

    a. 90% Plans and 90% Quantities & Cost Estimate;

    b. 100% Sealed Plans and 100% Quantities and Cost Estimate.

4. Design Quality Control/Quality Assurance: Dibble will perform an internal quality assurance review of their own work prior to the submittals utilizing standard checking processes plus separate review of project documents by a Senior Airport Engineer.

5. Dibble will make monthly "Design and Progress Reports", including invoices, to the Airport in a format acceptable to the Airport/City as needed.

6. The final submittal for the project will include full and half size construction plans; electronic (CD-ROM) versions of the construction plans in Adobe PDF format and AutoCAD format, and sealed hardcopies and electronic versions (PDF) of the plans to the Airport.

D. Exclusions

1. Topographical Survey.
2. Geotechnical Investigation.
3. Phasing and traffic control plans.
4. Construction Safety and Phasing Plan.
5. 7460 Submittals to FAA's OE/AAA Website.
6. Drainage analysis and design.
7. Environmental services, studies or mitigation including Categorical Exclusion.
8. Engineer's Reports.
9. Bid Phase Services (to be provided by the City of Prescott).
10. Full Construction Phase Services (additional services outside those identified in the man-hour summary).
11. Contract Documents.
12. Technical Specifications.
13. Electrical Design.

Transmitted herewith is our proposed Fee Summary, Derivation of Fee Proposal Summary, Estimated Man-hour breakdown, Estimated Allowance for Direct Costs worksheet, and Scope Exhibit.

We have greatly appreciated working with the City of Prescott and the Airport and are excited about the opportunity to continue to assist in improving the airport. If you need additional information or have questions, please do not hesitate to call.

Sincerely,
DIBBLE ENGINEERING

Kenneth L. Snyder

Kenneth L. Snyder, P.E.
Vice President, Airport Infrastructure

Jared Bass, P.E.
Project Engineer, Airport Infrastructure

Enclosures

Firm:	Dibble Engineering	Contract Number:	2014-029
	On-Call Engineering	City of Prescott Number:	2014DB001
Project:	**Bottleneck Hangars Pavement Rehab**	Task Number:	1
	Design and CA Support Services	Amendment Number:	NA
	Prescott Municipal Airport	FAA Number:	NA
Date:	09/12/13	ADOT Number:	NA

Summary			Airport Infrastructure
A. Design Phase Services	**Fee**	**Type**	
1 Dibble Base Fee	$9,983.51	Lump Sum	$9,983.51
2 Dibble Expenses	$240.00	T&M	$240.00
Design Phase Services Subtotal	$10,223.51		$10,223.51
B. Limited Construction Phase Services	**Fee**	**Type**	
1 Dibble Base Fee	$4,226.56	T&M	$4,226.56
2 Dibble Expenses	$120.00	T&M	$120.00
Limited Construction Phase Services Subtotal	$4,346.56		$4,346.56
	Total Fee		**Airport Infrastructure**
Bottleneck Hangar Pavement Rehad Project Total	***$14,570.07***		**$14,570.07**

Firm:	Dibble Engineering	Contract Number:	2014-029
	On-Call Engineering	City of Prescott Number:	2014DB001
PROJECT:	**Bottleneck Hangars Pavement Rehab**	Task Number:	1
	Design and CA Support Services	Amendment Number:	NA
	Prescott Municipal Airport	FAA Number:	NA
DATE:	9/12/2013	ADOT Number:	NA

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE

Classification	Manhours	Direct Labor Rate	Labor Costs
1 Project Principal	0	$64.90	$ 0.00
2 Senior Project Manager	6	$50.96	$ 305.76
3 Project Manager	4	$47.11	$ 188.44
4 Senior Project Engineer	0	$41.35	$ 0.00
5 Project Engineer	32	$38.27	$ 1,224.64
6 Designer	35	$28.85	$ 1,009.75
7 Assistant Engineer	20	$26.00	$ 520.00
8 CAD Technician	0	$26.00	$ 0.00
9 Admin Assistant	2	$19.00	$ 38.00
Total	99 hrs		

a. Total Labor		$3,286.59
b. Overhead at	176.15%	$5,789.33
c. Subtotal Labor + Overhead		$9,075.92
d. Net Fee	10% of c.	$907.59
e. Total Basic Fee	(c + d)	**$9,983.51**

ALLOWANCE FOR DIRECT COSTS

(Listed by Item at Actual Cost - NO MARKUP)

Item	Cost	
1 Submittal Printing (Dibble)	$ 40.00	T&M
2 Mileage (Dibble)	$ 200.00	T&M

f. Sub-Total Allowances for Direct Costs ... **$240.00**

ALLOWANCE FOR ADDITIONAL COSTS, OUTSIDE SERVICES & SUBCONSULTANTS

(Listed by Item at Actual Cost - NO MARKUP)

Firm	Cost	Method of Compensation
1 N/A		

g. Sub-Total Allowance for Add'l Costs: ... **$0.00**

TOTAL FEE

h. Total Estimated Cost to Consultant....(e. + f. + g.) ... $10,223.51

Firm:	Dibble Engineering	Contract Number:	2014-029
	On-Call Engineering	City of Prescott Number:	2014DB001
PROJECT:	**Bottleneck Hangars Pavement Rehab**	Task Number:	1
	Design and CA Support Services	Amendment Number:	NA
	Prescott Municipal Airport	FAA Number:	NA
DATE:	9/12/2013	ADOT Number:	NA

ESTIMATED MANHOURS

TASK	PROJECT PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGNER	ASSISTANT ENGINEER	CAD TECHNICIAN	ADMIN ASSISTANT	TOTAL HOURS
1 Project Management & Administration		2			4				2	8
2 Base Map & Plan Sheet Preparation						8	4			12
3 Site Visits and Design Review Meeting					16		8			24
5 90% Plans		2			6	18	4			30
6 100% Approval Plans		2			6	9	4			21
7 QA/QC			4							4
										0
TOTALS	0	6	4	0	32	35	20	0	2	99

Firm:	Dibble Engineering	Contract Number:	2014-029
	On-Call Engineering	City of Prescott Number:	2014DB001
PROJECT:	**Bottleneck Hangars Pavement Rehab**	Task Number:	1
	Design and CA Support Services	Amendment Number:	NA
	Prescott Municipal Airport	FAA Number:	NA
DATE:	9/12/2013	ADOT Number:	NA

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE

Classification	Manhours	Direct Labor Rate	Labor Costs
1 Project Principal	0	$64.90	$ 0.00
2 Senior Project Manager	4	$50.96	$ 203.84
3 Project Manager	0	$47.11	$ 0.00
4 Senior Project Engineer	0	$41.35	$ 0.00
5 Project Engineer	25	$38.27	$ 956.75
6 Designer	8	$28.85	$ 230.80
7 Assistant Engineer	0	$26.00	$ 0.00
8 CAD Technician	0	$26.00	$ 0.00
9 Admin Assistant	0	$19.00	$ 0.00
Total	37 hrs		

a. Total Labor		$1,391.39
b. Overhead at	176.15%	$2,450.93
c. Subtotal Labor + Overhead		$3,842.32
d. Net Fee	10% of c.	$384.23
e. Total Basic Fee	(c + d)	**$4,226.56**

ALLOWANCE FOR DIRECT COSTS

(Listed by Item at Actual Cost - NO MARKUP)

Item	Cost	
1 Submittal Printing (Dibble)	$ 20.00	T&M
2 Mileage (Dibble)	$ 100.00	T&M

f. Sub-Total Allowances for Direct Costs **$120.00**

ALLOWANCE FOR ADDITIONAL COSTS, OUTSIDE SERVICES & SUBCONSULTANTS

(Listed by Item at Actual Cost - NO MARKUP)

Firm	Cost	Method of Compensation
1 N/A		

g. Sub-Total Allowance for Add'l Costs: **$0.00**

TOTAL FEE

h. Total Estimated Cost to Consultant....(e. + f. + g.) $4,346.56

Firm:	Dibble Engineering	Contract Number:	2014-029
	On-Call Engineering	PMGAA Project Number:	2014DB001
PROJECT:	**Bottleneck Hangars Pavement Rehab**	Task Number:	1
	Design and CA Support Services	Amendment Number:	NA
	Prescott Municipal Airport	FAA Number:	NA
DATE:	9/12/2013	ADOT Number:	NA

ESTIMATED MANHOURS

TASK	PROJECT PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGNER	ASSISTANT ENGINEER	CAD TECHNICIAN	ADMIN ASSISTANT	TOTAL HOURS
1 GENERAL										
1a Project Management & Admin.		2			4					6
2 PRECONSTRUCTION ACTIVITIES										
2a Pre-Construction Conference (by phone)					1					1
3 CONSTRUCTION ADMIN AND OBSERVATION										
3a Weekly Construction Meetings (by phone)					2					2
3b Shop Drawing Review					4					4
3c RFI Review					6	2				8
3d ESI Review and Coordination					2	2				4
3e Change Order Review & Coordination					2					2
4 PROJECT CLOSE-OUT ACTIVITIES										
4a Final Quantity Verification and Coordination					2					2
4b Record Drawings		2			2	4				8
TOTALS	0	4	0	0	25	8	0	0	0	37

Firm:	Dibble Engineering	Contract Number:	2014-029
	On-Call Engineering	City of Prescott Number:	2014DB001
PROJECT:	**Bottleneck Hangars Pavement Rehab**	Task Number:	1
	Design and CA Support Services	Amendment Number:	NA
	Prescott Municipal Airport	FAA Number:	NA
DATE:	9/12/2013	ADOT Number:	NA

ESTIMATED ALLOWANCE FOR DIRECT COSTS

1. PRINTING (90% and 100% Submittals)

Miscellaneous Check Printing is included in operational overhead.

DESIGN PHASE

a.	2	Submittals of (1 Copy Full-Size Bond Plans)	6 sheets =	6 Sheets @	$1.50	/sheet		$18.00
b.	2	Submittals (2 Copies Scaled 1/2-Size Plans)	6 sheets =	6 Sheets @	$0.25	/sheet		$6.00
c.	2	Plotting	6 sheets =	6 Sheets @	$1.50	/sheet		$18.00
						Total		$42.00
							USE	**$40.00**

CONSTRUCTION PHASE

a.	1	Submittals of (1 Copies Full-Size Bond Plans)	6 sheets =	6 Sheets @	$1.50	/sheet		$9.00
b.	1	Submittals (2 Copies Scaled 1/2-Size Plans)	6 sheets =	6 Sheets @	$0.25	/sheet		$3.00
c.	1	Plotting	6 sheets =	6 Sheets @	$1.50	/sheet		$9.00
						Total		$21.00
							USE	**$20.00**

2. MILEAGE

DESIGN PHASE

a.	2 Trips	@	$100	/Trip		$200
					USE	**$200**

CONSTRUCTION PHASE

b.	1 Trip	@	$100	/Trip		$100
					USE	**$100**

EXPENSE TOTAL **$340.00**

Bottleneck Hangars
Pavement Preservation

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **STUDY SESSION 11-05-13**
VOTING SESSION 11-12-13

DEPARTMENT: **City Manager**

RECOMMENDED AGENDA CATEGORY: **Regular: X Consent: ___**

AGENDA ITEM: Approval of Amendment One to City Contract No. 2014-001 A1 with Salt River Valley Water Users' Association for the Big Chino Sub-basin Ephemeral Stream Flow Monitoring System, in the amount of $12,026.00

Approved By:	**Date:**
City Manager: McConnell, Craig	

Background

On August 28, 2013, Council approved an Independent Contractor Agreement for Big Chino Sub-basin Ephemeral Stream-flow Monitoring System with Salt River Project (SRP). This contract is focused on the installation of equipment to record stream or flume water depth and conducting direct stream-flow measurements at eight (8) ephemeral stream locations within the Big Chino Sub-basin which were identified through consultation with USGS relative to that agency's Northern Arizona Regional Groundwater Flow Model. Amendment One is to increase the monitoring network by one (1) location on Lower Williamson Valley Wash, for a new total of nine (9) sites.

Budget

Prescott is the fiduciary agent for Comprehensive Agreement No. 1 (CA1), the contract among the City, Town of Prescott Valley, and Salt River Project, to further scientific understanding of the Big Chino Sub-basin and its relationship to the Upper Verde River through enhanced ground and surface water monitoring, and next generation modeling.

The initial quarterly account balance of contributions made by the parties to CA1 was $508,738.05 (4/12/13). Funding is available for this Amendment One in the amounts of $12,026.00 for installation of the monitoring equipment (capital account), and $10,394.00 for annual operation and maintenance (O&M account).

Attachments

1. Ephemeral Stream-flow Monitoring Proposal within the Big Chino Sub-basin: Amendment to include Lower Williamson Valley Wash, Salt River Project (10/8/13).

Agenda Item: Approval of Amendment One to City Contract No. 2014-001 A1 with Salt River Valley Water Users' Association for the Big Chino Sub-basin Ephemeral Stream Flow Monitoring System, in the amount of $12,026.00

Recommended Action: MOVE to approve Amendment One to City Contract No. 2014-001 A1.

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

Ephemeral Stream-flow Monitoring Proposal within the Big Chino Sub-basin : Amendment to include Lower Williamson Valley Wash

October 8, 2013

Lee W. Ester and Sharon S. Morris

Salt River Project

Table of Contents

I. Introduction

On September 23, 2013, Lee Ester, Manager of SRP Water Measurement, joined the Big Chino Monitoring Committee on a field visit to the Lower Williamson Valley Wash to investigate a potential ninth stream-flow monitoring site. The group successfully identified a location on the wash to be included in the stream-flow monitoring program.

At the conclusion of the field visit, the Monitoring Committee requested that SRP prepare a proposal for an additional monitoring site at the Lower Williamson Valley Wash location. The addition of this ninth site will be included as an addendum to the previously approved stream-flow monitoring agreement, RE: City of Prescott Contract No. 2014-001, Independent Contractor Agreement, Big Chino Sub-Basin Ephemeral Stream Flow Monitoring System, executed on August 28, 2013.

The following proposal identifies the deliverables for monitoring ephemeral stream-flow on the Lower Williamson Valley Wash. The monitoring approach follows directly in line with the previously approved eight sites.

Capital and O&M costs for this site would increase the total stream-flow monitoring project costs by the amounts detailed in this proposal.

II. Additional Surface-Water Monitoring Site Specifications

Lower Williamson Valley Wash

Figure 1 Lower Williamson Valley Wash looking downstream. Photo Credit: SRP, Sept. 2013.

Monitoring Approach: Solinst pressure transducers, Solinst barometric transducer, Stealth Camera (with cellular connection), direct measurement during opportune flow events.

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

Installation timeline: Based on priority as set by the Monitoring committee.

Preliminary Flow Estimates: Using the Slope-Area Method and preliminary survey data collected in the field, an illustrative detailed estimate of potential flow conditions were calculated for channel stages ranging from 0-3 feet only using the Manning's equation. This generated flow estimates then a second order polynomial regression was generated to develop an estimated stream-flow rating curve as shown in Figure 2.

The area shown in green highlights the channel stage/flow conditions where a hydrographic direct measurement could safely be conducted by wading methods (such that stage x velocity < 9).

Figure 3 highlights the stream dimensions on the day of site selection.

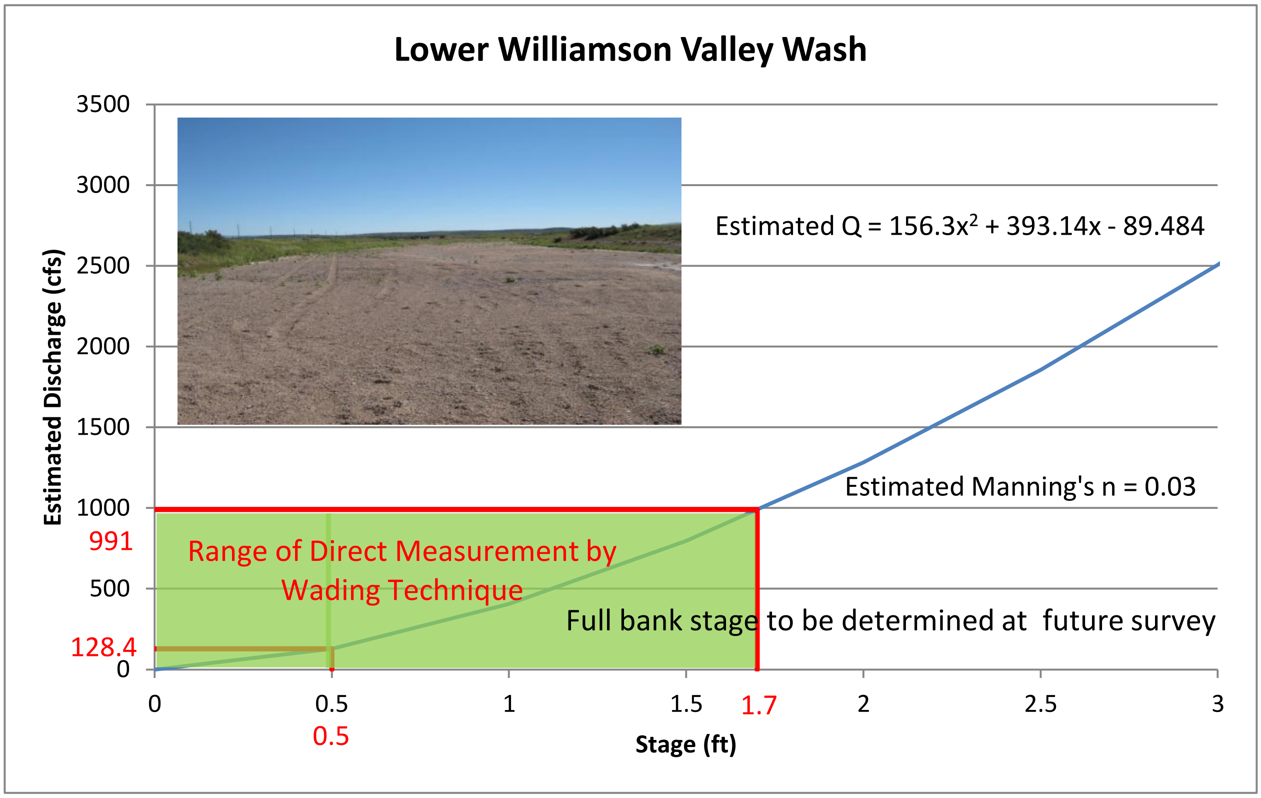


Figure 2 Preliminary stage-discharge estimate for Williamson Valley Wash.

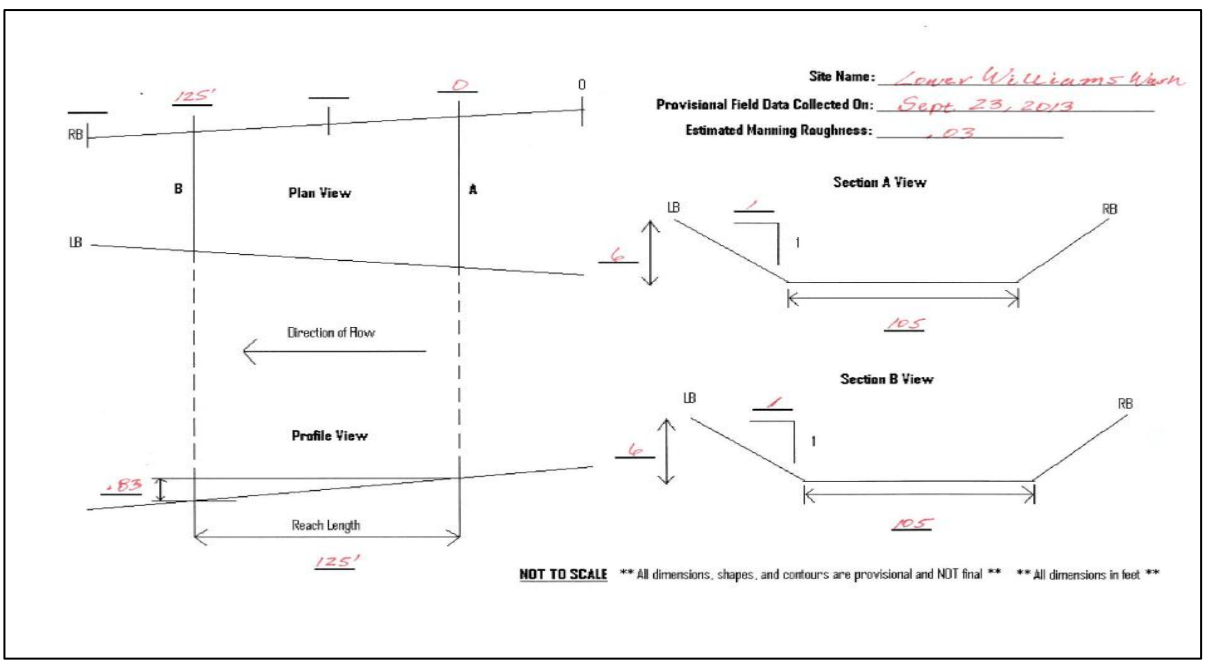


Figure 3 Preliminary Channel Profile at Lower Williamson Valley Wash.

III. Project Capital and O&M Cost Estimates

A. Capital Costs*

Site Name	Solinst Pressure Transducer	Solinst Barometric Logger	Stealth Camera (Cellular)	Cellular Svc Fees	Site Survey	Installation & Calibration	Total
Lower Williamson Valley Wash	Yes, 2ea	Yes, 1ea	Yes, 1ea	Yes	Yes	Yes	$12,026

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

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

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

To meet the above deliverables, SRP estimates a minimum of **$9,786 is needed annually.** *This price does not include taxes if applicable.* The actual services provided could vary due to weather, travel methods, site complexity, and site access issues. This site will include the servicing and maintenance requirements as previously detailed for the other eight locations.

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

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

Annual Maintenance Budget	
Lower Williamson Valley Wash	$ 9,786 / year
Cellular Fees (additional)	$ 608 (estimated recurring annual cost)

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

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

IV. Invoicing

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

A. Capital – Initialing Site

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

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

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

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

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

D. Special Call Out and Change Orders

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

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

V. Notice to Proceed

This proposal outlines SRP's ephemeral stream-flow monitoring methods for the Lower Williamson Valley Wash location. SRP will install, operate, and maintain the stream-flow monitoring site in support of the Big Chino Sub-basin Data Collection and Monitoring Plan.

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

It is anticipated that the addition of this site will be an amendment to the previously approved Prescott/SRP Independent Contractor Agreement (ICA) executed on August 28, 2013. Upon agreement to the terms and conditions outlined in this proposal, the existing ICA will be amended to include the attached supplemental schedule.

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

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

Lee.Ester@srpnet.com

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

Sharon.Morris@srpnet.com

Attachment: City of Prescott Contract No. 2014-001, Independent Contractor Agreement, Big Chino Sub-Basin Ephemeral Stream Flow Monitoring System, executed on August 28, 2013 – An Amendment to include Stream-flow Monitoring on the Lower Williamson Valley Wash, October 8, 2013; SUPPLEMENTAL SCHEDULE B

RE: City of Prescott Contract No. 2014-001, Independent Contractor Agreement, Big Chino Sub-Basin Ephemeral Stream Flow Monitoring System, executed on August 28, 2013 – An Amendment to include Stream-flow Monitoring on the Lower Williamson Valley Wash, October 8, 2013

SUPPLEMENTAL SCHEDULE B

Scope of Work

Capital Equipment Installation and Annual Operation and Maintenance Services

"Ephemeral Stream-flow Monitoring Proposal within the Big Chino Sub-basin: Amendment to include Lower Williamson Valley Wash, October 8, 2013"
Lee W. Ester and Sharon S. Morris
Salt River Project

The parties have executed this amendment to the Independent Contractor Agreement dated August 28, 2013, as of this __________ day of ____________________, 20__________.

CLIENT – CITY OF PRESCOTT	THE SALT RIVER VALLEY WATER USERS' ASSOCIATION
By: ______________________________ MARLIN D. KUYKENDALL	By: ______________________________
Its: Mayor	Its: ______________________________

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **STUDY SESSION 11-05-13**
VOTING SESSION 11-12-13

DEPARTMENT: City Attorney

RECOMMENDED AGENDA CATEGORY: Regular: X Consent: ___

AGENDA ITEM: Approval of Amended and Restated Employment Agreement with Arthur Markham for City Judge (City Contract No. 2013-104 A1)

Approved By: **Date:**

City Attorney: Paladini, Jon	
City Manager: McConnell, Craig	

Item Summary

The term January 2, 1013 through January 2, 2015 of Employment Agreement 2013-104 will remain unchanged. The Amended and Restated Agreement establishes Arthur Markham as a City employee for the term of the Agreement.

Background

On December 18, 2012, Council approved entering into Employment Agreement 2013-104 with Arthur Markham for a period of two years, January 2, 2013 to January 2, 2015. The Agreement construed Authur Markham as an Independent Contractor. Arthur Markham wishes to become a City employee for the balance of the term of the Agreement which is set forth in the Amended and Restated Employment Agreement.

Attachments

1. Amended and Restated Employment Agreement

Recommended Action: MOVE to approve the Amended and Restated Employment Agreement with Arthur Markham for the terms set forth in the Employment Agreement 2013-104 A1 from January 2, 2013 to January 2, 2015.

AMENDED and RESTATED
EMPLOYMENT AGREEMENT
City Contract No. 2013-104 A1
PRESCOTT CITY JUDGE

WHEREAS Article XI, Section 4 of the Prescott City Charter requires the City Council to appoint a city judge in December of each even-numbered year; and

WHEREAS Arthur Markham is a duly admitted member of the State Bar of Arizona, and has been elected as the Justice of the Peace for the Prescott Precinct; and

WHEREAS the Prescott City Council wishes to employ Arthur Markham as a temporary part time employee under the terms and conditions as set forth in the Agreement as its City Judge; and

WHEREAS Arthur Markham is willing to accept employment by the City under the terms and conditions as contained herein.

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

1. That Arthur Markham shall be appointed as the Prescott City Judge, and as such shall be considered a temporary part time employee and as an appointed official of the City of Prescott, Arizona. It is recognized that less than half his time per week (less than 20 hours per week) is spent on his City Magistrate duties.

2. That Arthur Markham hereby accepts employment as set forth in this agreement as the Prescott City Judge, subject to the terms and conditions contained herein.

3. That Arthur Markham shall be available to perform any and all services on behalf of the City of Prescott as its City Judge on an as-needed basis subject to a protem judge covering for him in case of illness, vacation, legal conferences or conflict cases.

4. That the only City benefits to which Arthur Markham shall be entitled are City payments of any and all applicable employer contributions for payroll

taxes on behalf of Arthur Markham such as social security, Medicare and any other benefits temporary part time employees and/or appointed officials of the City of Prescott are entitled. No contribution by Judge Markham shall be required to be made to the Arizona State Retirement System ("ASRS") due to his previous retirement as a state employee. Notwithstanding the forgoing, the City shall pay, as required by state law, an alternative contribution rate to the ASRS due to that previous retirement.

5. The term of this Agreement shall be from January 2, 2013 through January 2, 2015.

6. This Agreement is personal to Arthur Markham and is non-assignable.

7. CONDITIONS OF EMPLOYMENT

A. Employee shall preside as Presiding Judge over the Prescott Municipal Court.

B. Employee shall at all times ensure that his conduct as Judge of the City Court of the City of Prescott does not violate Administrative Order Revised No. 96-32 of the Supreme Court of Arizona, the Code of Judicial Conduct, Rule 45 of the Rules of the Arizona Supreme Court, and any other Rule or law governing the conduct of judges during the terms of this contract.

C. Employee shall not during his term of employment commit any act which would be grounds for dismissal pursuant to policies set forth in the Prescott Employee Handbook, City Code and City Charter.

8. The City shall continue to pay Arthur Markham his current contractual salary of $63,706.00 per annum during the period of January 3, 2013 through January 2, 2015, payable in equal bi-weekly installments, in accordance with the payroll schedule for all City employees, provided however, that if the City Council grants any cost of living increases to other employees during the term of this Agreement, Arthur Markham shall also be entitled to an equivalent cost of

living increase. In the event merit increases are reinstated for City employees, for which funding is provided in the adopted FY2014 City budget, Arthur Markham shall likewise be eligible for a similar increase which will be solely determined by the City Council in December 2013, and becoming effective on January 2, 2014.

9. TERMINATION. During the term of this Agreement, the employee may be removed from office for violation of this Agreement by the City Council of the City of Prescott. Notice of removal of office shall be delivered in writing to the Employee and Employee shall have the right to request a hearing before the City Council of the City of Prescott. Any such request for hearing and any hearing shall be in accordance with policies set forth in the Prescott Employee Handbook, City Code and City Charter.

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

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

DATED this _____ day of ___________________, 2013.

____
ARTHUR MARKHAM

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

____
MARLIN D. KUYKENDALL, Mayor

ATTEST:	APPROVED AS TO FORM:
______________________	______________________________
LYNN MULHALL	JON M. PALADINI
City Clerk	City Attorney

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **STUDY SESSION** **11-05-13**
VOTING SESSION **11-12-13**

DEPARTMENT: **Legal**

RECOMMENDED AGENDA CATEGORY: **Regular: X** **Consent: ___**

AGENDA ITEM: Approval of a three (3) year Westlaw Software Subscription through West, Thomson Reuters, in the total amount of $40,643.34 (City Contract No. 2014-068)

Approved By: **Date:**

City Clerk:	Mulhall, Lynn	10/25/2013
City Manager:	McConnell, Craig	

Item Summary

The Legal Department subscribes to the Westlaw computer software system for legal research. After careful review of costs, services and publications offered by the two available vendors, Westlaw and LexisNexis, Westlaw was selected as the most responsive to the City's research needs. Westlaw is the only publisher that produces McQuillins on Municipal Law (Municipal Law Counselor) and it is an exclusive product to Westlaw. The Legal Department utilizes McQuillins frequenly in researching legal issues related to the City. As a subscriber to Westlaw, the City also receives discounts of legal publications and books throughout the year at a substantial savings.

Based on the foregoing, the City Attorney's office recommends staying with Westlaw through West, Thomson Reuters, for a period of three (3) years from the date of approval of this contract.

Financial Impact

Contract No. 2014-068 is in the amount of $40,643.34 total for a three (3) year subscription. The cost is recovered from departments for which legal services are provided.

Recommended Action: **MOVE** to approve City Contract No. 2014-068 for three (3) years in the total amount of $40,643.34.