

AGENDA

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, JANUARY 22, 2013
3:00 P.M.**

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

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

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION** Rabbi Billy Berkowitz, Temple B'rith Shalom of Prescott
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Scamardo
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL

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

- ◆ **PROCLAMATION** – “40 Days of Peace”.
- ◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

I. CONSENT AGENDA

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

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

- A. Approval of the minutes of the Prescott City Council Special Meeting of January 8, 2013 and Workshop of January 8, 2013.
- B. Approval to purchase a robotic camera system for Council Chambers from Troxell in the amount of \$11,270.57 plus tax.

II. REGULAR AGENDA

- A. Consideration of a petition by Ralph Hess, Prescott, Arizona, requesting adoption of an ordinance prohibiting possession, manufacture, or transfer of semiautomatic assault weapons within the City limits of the City of Prescott.

RECOMMENDED ACTION: MOVE to deny the petition of Ralph Hess.

- B. Public Hearing and consideration of a liquor license application from Clare Hollie Abel, applicant for DG Retail, LLC for a Series 10 Beer & Wine Store, license, for Dollar General Store #13047 located at 3150 Willow Creek Road.

RECOMMENDED ACTION: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny Liquor License Application No.10133244, for a Series 10, Beer & Wine Store, license, for Dollar General Store #13047 located 3150 Willow Creek Road.

- C. Public Hearing and consideration of a liquor license application from James Ray Wilson III, applicant for WNF, Inc., for a Series 12 Restaurant, license, for Tastebuds Pizza located at 334 South Montezuma.

RECOMMENDED ACTION: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny Liquor License Application No. 12133543, for a Series 12, Restaurant, license, for Tastebuds Pizza located at 334 South Montezuma.

- D. Adoption of Resolution No. 4160-1321 authorizing the City Clerk to enter into agreements as required for the 2013 Primary, General, and Special Elections.

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4160-1321.

- E. CC12-003, Comprehensive Sign Plan for the Old Firehouse Plaza, located at 220 W Goodwin Street.

RECOMMENDED ACTION: MOVE to approve CC12-003, Comprehensive Sign Plan for the Old Firehouse Plaza, with the condition that signage be limited to 250 square feet of wall signage and 64 square feet of freestanding signage, for a total of 314 square feet.

- F. Approval of a professional services agreement with Fann Environmental, LLC, for engineering and construction support services for the Chino Piping Reconfiguration Project in an amount not to exceed \$69,925.00.

RECOMMENDED ACTION: MOVE to approve a professional services agreement with Fann Environmental, LLC for engineering and construction support services for the Chino Piping Reconfiguration Project in an amount not to exceed \$69,925.00.

- G. Purchase of a 12470V Caterpillar Standby Generator from Empire Power Systems for the Airport Water Reclamation Facility Expansion Phase I Project using National Joint Power Alliance pricing in the amount of \$555,732.00.

RECOMMENDED ACTION: MOVE to approve the purchase of a 12470V Caterpillar Standby Generator from Empire Power Systems for the Airport Water Reclamation Facility Expansion Phase I Project using NJPA pricing in the amount of \$555,732.00.

- H. Adoption of Ordinance No. 4847-1304, authorizing debt issuance through the Water Infrastructure Finance Authority of Arizona (WIFA) for the Zone 12, Zone 19, and Zone 27 water system reservoir projects, and declaring an emergency.

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4847-1304 and declaring an emergency.

- I. Supplemental Benefit Plan for Public Safety Personnel Retirement System Employees.

RECOMMENDED ACTION: Action is not required; the pilot program will cease February 2, 2013.

- J. Legislative Update

RECOMMENDED ACTION: Council can discuss and provide direction. No formal action will be taken.

REPORTS

- A. Board/Commission liaison reports

III. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

Lynn Mulhall, MMC, City Clerk

COUNCIL AGENDA MEMO – January 22, 2013
PROCUREMENT ITEM FOR CONSENT AGENDA (\$10,000 - \$20,000)

DEPARTMENT: City Manager

AGENDA ITEM CAPTION: Approval to purchase a robotic camera system from Troxell in the amount of \$11,270.57 plus tax

Approved By:

Date:

Division Manager: Mel Preston

City Manager: Craig McConnell



1-15-13

Good(s) or Service(s) to be Purchased

Description of Item(s)
 Check if Prof. Services ___

Three camera robotic camera system for Council chambers

Quantity

One system (3 items on attached quote)

Necessity/Use

Replace obsolete camera system requiring repetitive and expensive repairs

Summary of Written Quotes (exclusive of tax) or Professional Services Proposals

		** See Note (1) below for professional services **	
x	Vendor (Name and Location)	Price	Delivery/Schedule
x	Leightronix Products	\$11,270.57 (plus tax)	(includes installation and training)

x = recommended award

Budget Information Fund Name: General Fund

Additional Comments: Several repair calls at a unit cost of \$800-\$900 have been unsuccessful in correcting the discolored imagery, blurriness and loss of focus experienced with the existing system manufactured by ProFour, which is no longer in business. The recommended purchase is for a new system which will ensure clear and uninterrupted broadcasting of public meetings. Access 13, which will be operating the camera system, has recommended the Leightronix system, Lexpolyoptics, which is currently used by the Town of Chino Valley.

DV Surveillance was contacted, but declined to provide a quote. Grass Valley verbally quoted \$58,000 for one camera but did not submit a written proposal. Home Smart Technologies were also contacted, but did not respond.

Attachments - Troxell quotation



Audio•Video•Sales•Design•Service•Installation
4830 South 38th St.
Phoenix, AZ 85040

QUOTATION
#Q410711362
December 10, 2012

QUOTED TO

Account: City Of Prescott
Contact: Melissa Preston
Address: 201 s cortez
Prescott, AZ 86303

TROXELL CONTACT

Account Executive: Austin Hermes
Email: austin.hermes@trox.com
Phone: (602)437-7240 x4107
Fax: (602)437-7265

I am pleased to quote on the following items. Please contact me should you have any questions at 602-437-7240 ext.4107. Thank you.

Terms Net 30 FOB Destination Cust. # 1 Expires 01/10/13

Item #	Description	Unit Price	Qty	Ext. Price
1	LEX LEXPOLYOPTIX POLYOPTIX DIGITAL VIDEO RECORDING AND MULTI CAMERA CONTROL	9257.69	1	9257.69
2	TC INSTALL INSTALLATION + TRAINING OF POLYOPTIX SYSTEM	1840.00	1	1840.00
3	FUR FURPL8C POWER CONDITIONER, 15 AMP	172.88	1	172.88

Thank You,

Austin Hermes
Account Executive

Total 11270.57
Plus Applicable Tax

***** DID YOU KNOW? *****

Troxell offers Professional Staff Development.

Maximize your investment on your new or existing classroom technology with customized training that matches your curriculum and delivers a high rate of return with better teacher adoption rates and stronger student engagement.

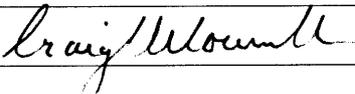
For more information please go to: http://customer.teamtroxell.com/eFlip/pdc_brochure/index.html

WE CAN HELP YOU ACHIEVE YOUR GOALS!



Troxell offers competitively priced extended warranties on much of the equipment we sell. Please contact your account executive for more details.

COUNCIL AGENDA MEMO – January 22, 2013
DEPARTMENT: Legal Department
AGENDA ITEM: Consideration of a petition by Ralph Hess, Prescott, Arizona, requesting adoption of an ordinance prohibiting possession, manufacture, or transfer of semiautomatic assault weapons within the City limits of the City of Prescott

Approved By:	Date:
City Attorney: Jean Wilcox	
City Manager: Craig McConnell 	1-11-13

Summary

Mr. Ralph Hess presented the attached petition at the Special Meeting of the City Council on January 8, 2013. The intended purpose of his petition is stated in the title thereof.

In accordance with City Charter, Section 18 – Consideration of Petitions, this item is being brought forth for action.

Section 18 of the Charter provides the following:

Any citizen of the city may appear before the council at any regular meeting and present a written petition; such petition shall be acted upon by the council, in the regular course of business, within thirty (30) days.

The Legal Department has reviewed Mr. Hess' petition, and determined that the action requested to be taken by the City of Prescott through its City Council, the regulation of assault weapons, is expressly preempted by state law. With limited exceptions allowed by statute, the City of Prescott is without authority to regulate assault weapons as described in the petition. Although the Council may decide to proceed with adoption of an ordinance regulating assault weapons, the ordinance is likely to be challenged in court, resulting in litigation costs for the City. The state legislature is the appropriate forum for bringing a proposal to ban assault weapons.

Attachment - Petition of Ralph Hess with proposed ordinance

Recommended Action: MOVE to deny the petition of Ralph Hess.

FILED WITH
CITY CLERK

Date 1/8/12 Hr. 4:00 P. M

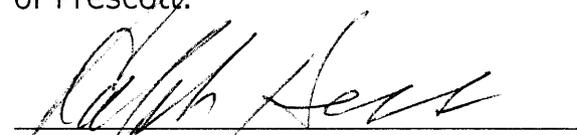
Sign. J. Mitchell

COPY

**PETITION FOR THE PRESCOTT CITY COUNCIL, PRESCOTT, ARIZONA
TO ADOPT AN ORDINANCE AMENDING TITLE V OF THE PRESCOTT
CITY CODE TO ADD CHAPTER 5-15 PROHIBITING POSSESSION,
MANUFACTURE, OR TRANSFER OF SEMIAUTOMATIC ASSAULT
WEAPONS WITHIN THE CITY LIMITS OF THE CITY OF PRESCOTT AND
DECLARING AN EMERGENCY**

In accordance with City of Prescott Charter, Article II, Section 18, I, Ralph Hess, the undersigned citizen of the City of Prescott, County of Yavapai, State of Arizona, respectfully petition the Prescott City Council to consider, approve, and adopt in accordance with City of Prescott Charter, Article VII the attached ordinance, in the form presented, which is incorporated into this petition by this reference.

I have personally signed this petition with my first and last names. I am a qualified elector of the State of Arizona, the County of Yavapai, and the City of Prescott.



Ralph Hess, Petitioner

Post Office Box 4166
Prescott, AZ 86302

8 January 2012

Date

This Petition is supported by Occupy Prescott, pursuant to its General Assembly of December 22, 2012.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE V OF THE PRESCOTT CITY CODE TO ADD CHAPTER 5-15 PROHIBITING POSSESSION, MANUFACTURE, OR TRANSFER OF SEMIAUTOMATIC ASSAULT WEAPONS WITHIN THE CITY LIMITS OF THE CITY OF PRESCOTT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Prescott seeks to protect the health, safety and welfare of its inhabitants and visitors; and

WHEREAS, the City of Prescott recognizes that the culture of violence that permeates the United States of America, including the City of Prescott, is a threat to the health, safety and welfare of its inhabitants and visitors; and

WHEREAS, the City of Prescott recognizes the presence of semiautomatic assault weapons within the city limits is one component of the culture of violence and specifically poses an immediate and serious threat of harm to its inhabitants and visitors; and

WHEREAS, the Mayor and Council of the City of Prescott have determined that it is necessary for the preservation of public health, safety and welfare to ban the possession, manufacture, sale, or transfer of semiautomatic assault weapons within the City Prescott.

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

SECTION 1. THAT, for the public health, safety, and welfare, the Prescott City Council finds and declares that it is necessary to ban the possession, manufacture, sale, or transfer of semiautomatic assault weapons within the City of Prescott.

SECTION 2. THAT, the City of Prescott, a municipal corporation of the State of Arizona, has the authority to establish codes to protect public health, safety, and welfare pursuant to the reserved and delegated powers under the Constitution of the State of Arizona, Prescott City Charter, and Title 9 of the Arizona Revised Statutes.

Ordinance No. _____ - continued:

SECTION 3. LEGISLATIVE INTENT: THAT, the Prescott City Council hereby finds and declares that the use of semiautomatic assault weapons poses a threat to the health, safety and security of all citizens of the City of Prescott. Further, the council finds that semiautomatic assault weapons are capable of a rapid rate of fire as well as a capacity to fire an inordinately large number of rounds without reloading and are designed primarily for military or antipersonnel use. It is, therefore, the intent of the city council to place reasonable and necessary restrictions on the sale and possession of semiautomatic assault weapons while placing no restrictions on the right of citizens to use weapons primarily designed and intended for hunting, target practice, and other legitimate sport or recreational activities, and the protection of home, person and property.

SECTION 4. THAT Title V of the Prescott City Code is amended to add Chapter 5-15, which reads as follows:

“Chapter 5-15. Public Safety and Recreational Firearms Use Protection

5-15-1 DEFINITIONS:

The following words and phrases, when used in this chapter, shall have these meanings respectively ascribed to them:

- (1) “Semiautomatic assault weapon” means --
 - (A) any firearms, or copies, or duplicates of firearms in any caliber, known as --
 - (i) Norinco, Mitchell, and Poly Technologies Avtomat Kalashnikovs (all models);
 - (ii) Action Arms Israeli Military Industries UZI and Galil;
 - (iii) Beretta Ar70 (SC-70);
 - (iv) Colt AR-15;
 - (v) Fabrique National FN/FAL, FN/LAR, and FNC;
 - (vi) SWD M-10, M-11, M-11/9, and M-12;
 - (vii) Steyr AUG;
 - (viii) INTRATEC TEC-9, TEC-DC9 and TEC-22; and
 - (ix) revolving cylinder shotguns, such as (or similar to) the Street Sweeper and Striker 12;
 - (B) a semiautomatic rifle that has an ability to accept a detachable magazine and has at least two of the following:
 - (i) a folding or telescoping stock;
 - (ii) a pistol grip that protrudes conspicuously beneath the action of the weapon;

Ordinance No. _____ - continued:

- (iii) a bayonet mount;
 - (iv) a flash suppressor or threaded barrel designed to accommodate a flash suppressor; and
 - (v) a grenade launcher;
- (C) a semiautomatic pistol that has an ability to accept a detachable magazine and has at least two of the following:
- (i) an ammunition magazine that attaches to the pistol outside of the pistol grip;
 - (ii) a threaded barrel capable of accepting a barrel extender, flash suppressor, forward handgrip, or silencer;
 - (iii) a shroud that is attached to, or partially or completely encircles, the barrel and that permits the shooter to hold the firearm with the nontrigger hand without being burned;
 - (iv) a manufactured weight of 50 ounces or more when the pistol is unloaded; and
 - (v) a semiautomatic version of an automatic firearm; and
- (D) a semiautomatic shotgun that has at least two of the following --
- (i) a folding or telescoping stock;
 - (ii) a pistol grip that protrudes conspicuously beneath the action of the weapon;
 - (iii) a fixed magazine capacity in excess of five rounds; and
 - (iv) an ability to accept a detachable magazine.

(2) "Large capacity ammunition-feeding device" means --

(A) a magazine, belt, drum, feed strip, or similar device manufactured after the date of enactment of the Violent Crime Control and Law Enforcement Act of 1994 that has a capacity of, or that can be readily restored or converted to accept, more than ten (10) rounds of ammunition; but

(B) does not include an attached tubular device designed to accept, and capable of operating only with, .22 caliber rimfire ammunition.

(3) "Fixed cartridge" means that self-contained unit consisting of the case, primer, propellant charge and projectile or projectiles.

(4) "Magazine" means a box, drum or other container that holds and feeds ammunition into a semi-automatic rifle, shotgun or pistol.

(5) "Pistol" means a weapon originally designed, made and intended to fire a projectile (bullet) from one (1) or more barrels when held in one (1) hand and having:

(A) A chamber as an integral part of or permanently aligned with the bore or having a breech-loading chambered cylinder so arranged that the cocking of the hammer or movement of the trigger rotates it and brings the next cartridge in line with the barrel for firing; and

Ordinance No. _____ - continued:

(B) A short stock designed to be gripped by one (1) hand and at an angle to and extending below the line of the bore(s).

(6) "Rifle" means a weapon designed or redesigned, made or remade, and intended to be fired from the shoulder or hip and designed or redesigned or made or remade to use the energy of the explosive in a fixed cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger and shall include any such weapon that can be readily restored to fire a fixed cartridge.

(7) "Semiautomatic" means a weapon that fires a single projectile for each single pull of the trigger that automatically chambers the next round for firing and employs a magazine.

(8) "Shotgun" means a weapon designed or redesigned, made or remade, and intended to be fired from the shoulder or hip and designed or redesigned and made or remade to use the energy of the explosive in a fixed shotgun shell to fire through a smooth bore either a number of projectiles (ball shot) or a single projectile for each pull of the trigger and shall include any such weapon that can be readily restored to fire a fixed shotgun shell.

5-15-2 RESTRICTION ON MANUFACTURE, TRANSFER, AND POSSESSION OF CERTAIN SEMIAUTOMATIC ASSAULT WEAPONS:

(1) Except as provided in paragraphs (2), (3) and (4), it shall be unlawful for a person to manufacture, transfer, or possess a semiautomatic assault weapon.

(2) Paragraph (1) shall not apply to the possession or transfer of any semiautomatic assault weapon otherwise lawfully possessed under Federal law on the date of the enactment of this chapter.

(3) Paragraph (1) shall not apply to --

- (A) any firearm that --
 - (i) is manually operated by bolt, pump, lever, or slide action;
 - (ii) has been rendered permanently inoperable or no longer a device defined as semiautomatic assault weapon;
 - (iii) does not use fixed cartridges;
 - (iv) was in production prior to 1898;
 - (v) uses .22-caliber rimfire ammunition.

(B) any semiautomatic pistol or rifle that cannot accept a detachable magazine that holds more than ten (10) rounds of ammunition.

Ordinance No. _____ - continued:

- (C) any semiautomatic shotgun that cannot hold more than five (5) rounds of ammunition in a fixed or detachable magazine.
- (D) all single-shot weapons.
- (E) all revolving-cylinder weapons,
- (F) all semiautomatic weapons that use exclusively en bloc clips.
- (G) all semiautomatic weapons in production prior to 1954 and all rimfire weapons that employ a tubular magazine.

(4) Paragraph (1) shall not apply to --

(A) the manufacture for, transfer to, or possession by the United States or a department or agency of the United States (including the United States Armed Forces and, under regulations pursuant to title 50, United States Code, the National Guard and Reserve), or a State or a department, agency, or political subdivision of a State, or the City of Prescott, or a transfer to or possession by a law enforcement officer employed by such an entity for purposes of law enforcement;

(B) the transfer to a licensee under title I of the Atomic Energy Act of 1954 for purposes of establishing and maintaining an on-site physical protection system and security organization required by Federal law, or possession by an employee or contractor of such licensee on-site for such purposes or off-site for purposes of licensee-authorized training or transportation of nuclear materials; or

(C) the manufacture, transfer, or possession of a semiautomatic assault weapon by a licensed manufacturer or licensed importer for the purposes of testing or experimentation authorized by the United States or a department or agency of the United States (including the United States Armed Forces and, under regulations pursuant to title 50, United States Code, the National Guard and Reserve), or a State or a department, agency, or political subdivision of a State, or the City of Prescott.

(D) any semiautomatic assault weapon being used as a movie prop for any motion picture or television program that is being filmed in whole or in part within the City of Prescott if, prior to such use, the police department is notified in advance in writing of the date, time, location, production schedule and days upon which such use shall take place and the type and serial numbers of the firearms.

5-15-3. BAN OF LARGE CAPACITY AMMUNITION-FEEDING DEVICES.

(1) Except as provided in paragraphs (2) and (3), it shall be unlawful for a person to manufacture, transfer or possess a large capacity ammunition-feeding device.

(2) Paragraph (1) shall not apply to the possession or transfer of any large capacity ammunition-feeding device otherwise lawfully possessed on or before the date of the enactment of this subsection.

Ordinance No. _____ - continued:

(3) This subsection shall not apply to--

(A) the manufacture for, transfer to, or possession by the United States or a department or agency of the United States (including the United States Armed Forces and, under regulations pursuant to title 50, United States Code, the National Guard and Reserve), or a State or a department, agency, or political subdivision of a State, or the City of Prescott; or

(B) the transfer to a licensee under title I of the Atomic Energy Act of 1954 for purposes of establishing and maintaining an on-site physical protection system and security organization required by Federal law, or possession by an employee or contractor of such licensee on-site for such purposes or off-site for purposes of licensee-authorized training or transportation of nuclear materials; or

(C) the manufacture, transfer, or possession of any large capacity ammunition feeding device by a licensed manufacturer or licensed importer for the purposes of testing or experimentation authorized by the United States or a department or agency of the United States (including the United States Armed Forces and, under regulations pursuant to title 50, United States Code, the National Guard and Reserve), or a State or a department, agency, or political subdivision of a State, or the City of Prescott.

5-15-4 Affirmative Defenses. It shall be an affirmative defense to charges brought under this section that the possession or transportation of a semiautomatic assault weapon or large capacity ammunition-feeding device:

(A) Is by a nonresident of the City of Prescott who is traveling through the city in legal possession of an assault weapon or large capacity ammunition-feeding device; or

(B) Is by a person possessing a permit issued under subsection (C) and the possession or transportation is for any one of the following purposes:

(i) In aid of the civil power when thereto legally summoned;

(ii) To a bona fide hunting trip for wild game, or to a legitimate sporting use of such weapon, including shooting matches or target trap or skeet shooting. All weapons carried for such purposes shall be unloaded;

(iii) While transporting such weapon to or from a place for sale outside the city or for repair. All weapons carried for such purposes shall be unloaded;

(iv) As a member of the armed forces of a state or of the federal government while engaged in the lawful performance of duty;

(v) In conjunction with moving personal property, including such weapon, between residences of the owner of such property. All weapons carried for such purposes shall be unloaded.

(C) Any person who legally obtained a semiautomatic assault weapon or large capacity ammunition-feeding device prior to the effective date of this chapter and has obtained a permit to keep, store and possess said assault weapon or large capacity ammunition-feeding device if: (1) said weapon or device is properly identifiable and contains its original serial number, and (2) an application for a permit for each semiautomatic assault weapon or device is filed with the police department within sixty

Ordinance No. _____ - continued:

(60) days of the effective date of this chapter pursuant to such procedures as the department may establish.

(i) The permit application shall contain a description of the firearm or device that identifies it uniquely, including all identification marks and numbers, the full name, address, date of birth and fingerprints of the owner and the address where such semiautomatic assault weapon or device will be stored and such other information as the department may deem appropriate. The department may charge a fee for registration not to exceed the actual processing costs of the department.

(ii) The department shall issue a permit that shall identify the weapon or device and where it is to be stored. The place of storage and possession shall not be changed without notifying the department of the proposed change in location and date and time the weapon or device will be transported, and a permit is issued identifying the changes.

(iii) The information required for the registration and permitting of semiautomatic assault weapons and large capacity ammunition-feeding devices shall be treated as confidential and shall not be made available to members of the public. The council finds that the release of such information would constitute an unwarranted invasion of personal privacy and could endanger the life or safety of persons at the premises where a semiautomatic assault weapon or large capacity ammunition-feeding device is located. The information on a permit application shall be used by the city only for law enforcement purposes.

(D) Sale or transfer unlawful. It is unlawful to sell or transfer possession within the City of Prescott a semiautomatic assault weapon or large capacity ammunition-feeding device possessed pursuant to subsection (C).

5-15-5 Penalty:

- (1) Any person who violates any provision of this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in Section 1-3-1 of the Prescott City Code.
- (2) Upon a conviction of violating any provision of this chapter, the weapon or device shall be confiscated and destroyed.

5-15-6 Supplemental provisions:

Except as specifically stated herein, the provisions of this chapter are independent of and supplemental to any other provisions of law; and, nothing shall prevent a device defined as a semiautomatic assault weapon in this chapter from also being regulated under other provisions of law.”

Ordinance No. _____ - continued:

SECTION 5. THAT the City Clerk of the City of Prescott is directed to record this ordinance with the Yavapai County Recorder's Office forthwith.

SECTION 6. THAT the immediate operation of the provisions of this ordinance is necessary for the immediate preservation of the public peace, health or safety, and that an EMERGENCY is declared to exist; and THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, ADOPTION AND APPROVAL BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT.

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

MARLIN KUYKENDALL
Mayor, City of Prescott

ATTEST:

APPROVED AS TO FORM:

LYNN MULHALL
City Clerk

JON PALADINI
City Attorney

COUNCIL AGENDA MEMO – January 22, 2013

DEPARTMENT: City Clerk

AGENDA ITEM: Public Hearing and consideration of a liquor license application from Clare Hollie Abel, applicant for DG Retail, LLC for a Series 10 Beer & Wine Store, license, for Dollar General Store #13047 located at 3150 Willow Creek Road

Approved By:

Date:

Department Head: Lynn Mulhall

City Manager: Craig McConnell



12-26-12

A Liquor License Application, City No. 13-214, State No.10133244, has been received from Clare Hollie Abel, applicant for DG Retail, LLC. for a Series 10 Beer & Wine Store license, for **Dollar General Store #13047** located at 3150 Willow Creek Road.

The application has cleared Planning and Zoning, as well as the Police Department.

The application and license fee have been paid; the property was posted and there have been no statements of opposition.

The public hearing will be held at the Regular Council Meeting of Tuesday, January 22, 2013. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

A copy of the application is available for Council's review in the City Clerk's Office.

Recommended Action: (1) **MOVE** to close the Public Hearing; and (2) **MOVE** to approve/deny Liquor License Application No.10133244, for a Series 10, Beer & Wine Store, license, for Dollar General Store #13047 located 3150 Willow Creek Road.

COUNCIL AGENDA MEMO – January 22, 2013

DEPARTMENT: City Clerk

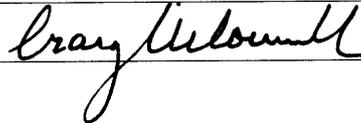
AGENDA ITEM: Public Hearing and consideration of a liquor license application from James Ray Wilson III, applicant for WNF, Inc., for a Series 12 Restaurant, license, for Tastebuds Pizza located at 334 South Montezuma

Approved By:

Date:

Department Head: Lynn Mulhall

City Manager: Craig McConnell



12.26.12

A Liquor License Application, City No. 13-215, State No.12133543, has been received from James Ray Wilson III, applicant for WNF, Inc. for a Series 12 Restaurant license, for **Tastebuds Pizza** located at 332 South Montezuma.

The application has cleared Planning and Zoning, as well as the Police Department.

The application and license fee have been paid; the property was posted and there have been no statements of opposition.

The public hearing will be held at the Regular Council Meeting of Tuesday, January 22, 2013. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

A copy of the application is available for Council's review in the City Clerk's Office.

Recommended Action: (1) **MOVE** to close the Public Hearing; and (2) **MOVE** to approve/deny Liquor License Application No.12133543, for a Series 12, Restaurant, license, for Tastebuds Pizza located at 334 South Montezuma.

COUNCIL AGENDA MEMO – January 22, 2013

DEPARTMENT: City Clerk

AGENDA ITEM: Adoption of Resolution No. 4160-1321 authorizing the City Clerk to enter into agreements as required for the 2013 Primary, General, and Special Elections

Approved By:**Date:**

Department Head: Lynn Mulhall	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell 	1-15-13

Summary

The City Clerk requests authorization to enter into agreements for City elections to be held in 2013.

Background

The terms of three Councilmen and the Mayor will expire in November 2013. There will also be a ballot question asking voters to extend the alternative expenditure limitation for another four years. The attached resolution authorizes the City Clerk to contract with Yavapai County Elections Department to provide services to the City for the August 27, 2013, Primary Election and, if necessary, the November 5, 2013, General Election. The resolution also authorizes vendor services required for preparation of a publicity pamphlet for the alternative expenditures limitation ballot question.

Although publication or adoption of a call or notice of election is no longer required by state law, it is an effective way to inform the public about the election and related filing dates. Adoption of Resolution No. 4160-1321 will provide for publishing the Call of Election in the *Daily Courier* four times (1/27, 1/30, 2/3, and 2/6).

The three (3) Councilmen whose terms expire in November 2013 are Al Carlow, Steve Blair, and Len Scamardo. Mayor Kuykendall's term also expires in November 2013.

HB 2826, the 2012 consolidated election bill, mandates that beginning in 2014 all municipal elections shall be held in even-numbered years. This legislation is being challenged in court by the City of Tucson and the City of Phoenix, both charter cities currently holding elections in odd-numbered years. It is possible that the law may be invalidated with respect to charter cities, or amended by the Legislature in 2013. Unless the law as it is currently written is changed, the terms of councilmembers elected in 2013 are likely to end in 2018 rather than 2017, and the Mayor in 2016 instead of 2015.

Financial Impact

At this time Yavapai County charges \$1.90 per registered voter. We currently have 26,788 registered voters in the City of Prescott. Accordingly, the cost of the Primary Election is estimated to be \$50,897.20, and the same for a General Election if one is needed.

Recommended Action: MOVE to adopt Resolution No. 4160-1321.
--

RESOLUTION NO. 4160-1321

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PROVIDING NOTICE OF THE PRIMARY AND GENERAL ELECTIONS; AND AUTHORIZING THE CITY CLERK TO ENTER INTO ANY AGREEMENTS NECESSARY TO PROVIDE SERVICES FOR THE AUGUST 27, 2013, PRIMARY AND NOVEMBER 5, 2013, GENERAL ELECTIONS.

RECITALS:

WHEREAS, the holding of Primary and General Elections is enabled by law and prescribed by the City of Prescott Charter; and,

WHEREAS, the terms of three City Council Members and the Mayor will expire in November 2013; and,

WHEREAS, a proposal to adopt a local alternative expenditure limitation (home rule option) for the City of Prescott will also be submitted to the electorate in 2013.

ENACTMENTS:

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

SECTION 1. THAT the City of Prescott Primary Election be held on Tuesday, August 27, 2013, for the purpose of nominating/electing candidates for the offices of Council Member and Mayor. (Any candidate receiving a majority of all of the votes cast at the Primary Election will be declared elected without running at the General Municipal Election which will be held on November 5, 2013, if necessary).

SECTION 2. THAT the City Clerk is authorized to enter into agreements with the Yavapai County Elections Department and any necessary vendors to provide election services for the August 27, 2013, Primary and November 5, 2013, General Election.

SECTION 3. THAT said Elections shall be held pursuant to the provisions of the applicable Statues, Charter provisions, Ordinances, and Resolutions of the City.

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

DATE _____

SEAL

COUNCIL AGENDA MEMO – January 22, 2013

DEPARTMENT:	Community Development
--------------------	-----------------------

AGENDA ITEM:	CC12-003, Comprehensive Sign Plan for the Old Firehouse Plaza, located at 220 W Goodwin Street
---------------------	--

Approved By:**Date:**

Department Head:	Tom Guice			
-------------------------	-----------	--	--	--

Finance Director:	Mark Woodfill			
--------------------------	---------------	--	--	--

City Manager:	Craig McConnell	<i>Craig McConnell</i>		<i>1-15-13</i>
----------------------	-----------------	------------------------	--	----------------

Item Summary

The Old Firehouse Plaza, located on the corner of W Goodwin Street and S Granite Street, requests a Comprehensive Sign Plan for 25 signs totaling 412 square feet. The property is approximately 0.510 acres and contains shops, restaurants, services, and professional office suites. The requested Comprehensive Sign Plan includes signage for the Old Firehouse Plaza, as well as individual tenants.

Background

Comprehensive sign plans regulate the appearance and location of signs within a commercial project. They are expected to result in higher quality signage than is otherwise required. To be approved, the Comprehensive Sign Plan must either: 1) provide signs of a similar type within the development that will have a consistent size, style, color, and construction; or 2) result in an improved design in exchange for a greater number of signs or larger sign face area than otherwise permitted.

There is no existing Comprehensive Sign Plan for the Old Firehouse Plaza. Existing signage has been permitted under Land Development Code standards for commercial centers (any group of 3 or more businesses with shared parking). Commercial centers are permitted two freestanding signs at 32 square feet each, and individual tenant signage at 40 – 80 square feet per tenant with a street entrance, and based on the length of the business along the street (see attachments for examples). In the case of the Old Firehouse Plaza, additional wall signage has already been allocated to the Old Firehouse Plaza center in lieu of tenant signage that was not being used.

The purpose of the proposed Comprehensive Sign Plan is to attract both pedestrian and driver traffic, and to identify individual tenants as well as more clearly identify the entrance along Granite Street. The applicant is requesting additional wall signage for the commercial center (Old Firehouse Plaza) as well as wall signage for individual tenants.

AGENDA ITEM: CC12-003, Comprehensive Sign Plan for the Old Firehouse Plaza, located at 220 W Goodwin Street

Table 1. Comparison of standard requested, and recommended signage.

	Freestanding signage	Wall signage	Total Signage
LDC standards	64	200*	264
Requested	64	348	412
P & Z Commission	64	250	314

* 40 square feet per tenant with a street entrance

Planning and Zoning Commission Recommendation

This item was brought before the Planning and Zoning Commission on December 13, 2012. The Commission unanimously recommended approval of modified area to City Council, with the condition that signage be limited to 250 square feet of wall signage and 64 square feet of freestanding signage, for a total of 314 square feet.

The Commission considered the request positively and acknowledged the complementary and cohesive design. They discussed that it was reasonable to allow for flexibility in the size and dimensional standards permitted by Code. However, the Commission was also concerned that the request be kept in scale with the Downtown area and the size of the property. The majority of commercial centers in the Downtown area do not have Comprehensive Sign Plans (e.g. Goodwin Street Plaza, Bashford Courts, and Fremont Plaza). Commercial centers that do have Comprehensive Sign Plans have been granted additional signage because of the distance of the buildings from the street and the posted speeds on the adjacent roadways.

The Commission determined that it was appropriate to grant additional square footage based on the length in feet of the buildings along the street. This approach is the same as has been used for other commercial centers, including Gateway Mall and Depot Marketplace. In the case of the Old Firehouse Plaza, the total length of the buildings along the adjacent streets is approximately 250 feet. Thus, it was recommended that wall signage be limited to 250 square feet. It was also recommended that freestanding signage be allowed as requested, 64 square feet. This would grant the Old Firehouse Plaza an additional 50 square feet beyond what would typically be permitted.

Attachment – Comprehensive Sign Plan request

Recommended Action: **MOVE** to approve CC12-003, Comprehensive Sign Plan for the Old Firehouse Plaza, with the condition that signage be limited to 250 square feet of wall signage and 64 square feet of freestanding signage, for a total of 314 square feet.



Electrical & Architectural Signage • Awnings • Fascia • Canopies
Neon • Outdoor Lighting • Flagpoles • Crane Service
STATEWIDE FROM PRESCOTT VALLEY

City of Prescott
201 South Cortez
Prescott, AZ 86302-2077

November 12, 2012

RE: Comprehensive Sign Package; Old Firehouse Plaza

To Whom it may concern:

Old Firehouse Plaza is located at the corner of South Granite Street and W Goodwin Street in Prescott. This plaza was developed in two phases – the most recent of which currently holds the overall theme the owners would like the entire complex to have.

Currently there is very little tenant signage on the site – the landlord would like to add sign panels for tenants to advertise to the general public.

Also in this package – the landlord would like to extend the theme of the building to reach the South Granite Street side to include the landlord type signage as depicted in the submitted drawings. The general public often has a difficult time distinguishing that there is an entrance on this side and the landlord would like to remedy this problem.

Currently the existing landlord signage is at 200 s.f. – under the comprehensive sign plan the landlord would like to propose an increase to 274.9 s.f.

Please consider our request. We look forward to presenting our proposal to the Prescott City Council with the support of the city staff.

Thank you,

Gary Johnson
Account Manager

Old Firehouse Plaza – Comprehensive sign plan design guidelines

Tenant signage

The Purpose of this comprehensive sign plan is to create a uniform sign package that will enhance the overall look of the complex and tie the entire complex (both new and old buildings) together.

Font:

- 1) Sign copy is open to logo and all types of font – pending landlord approvals

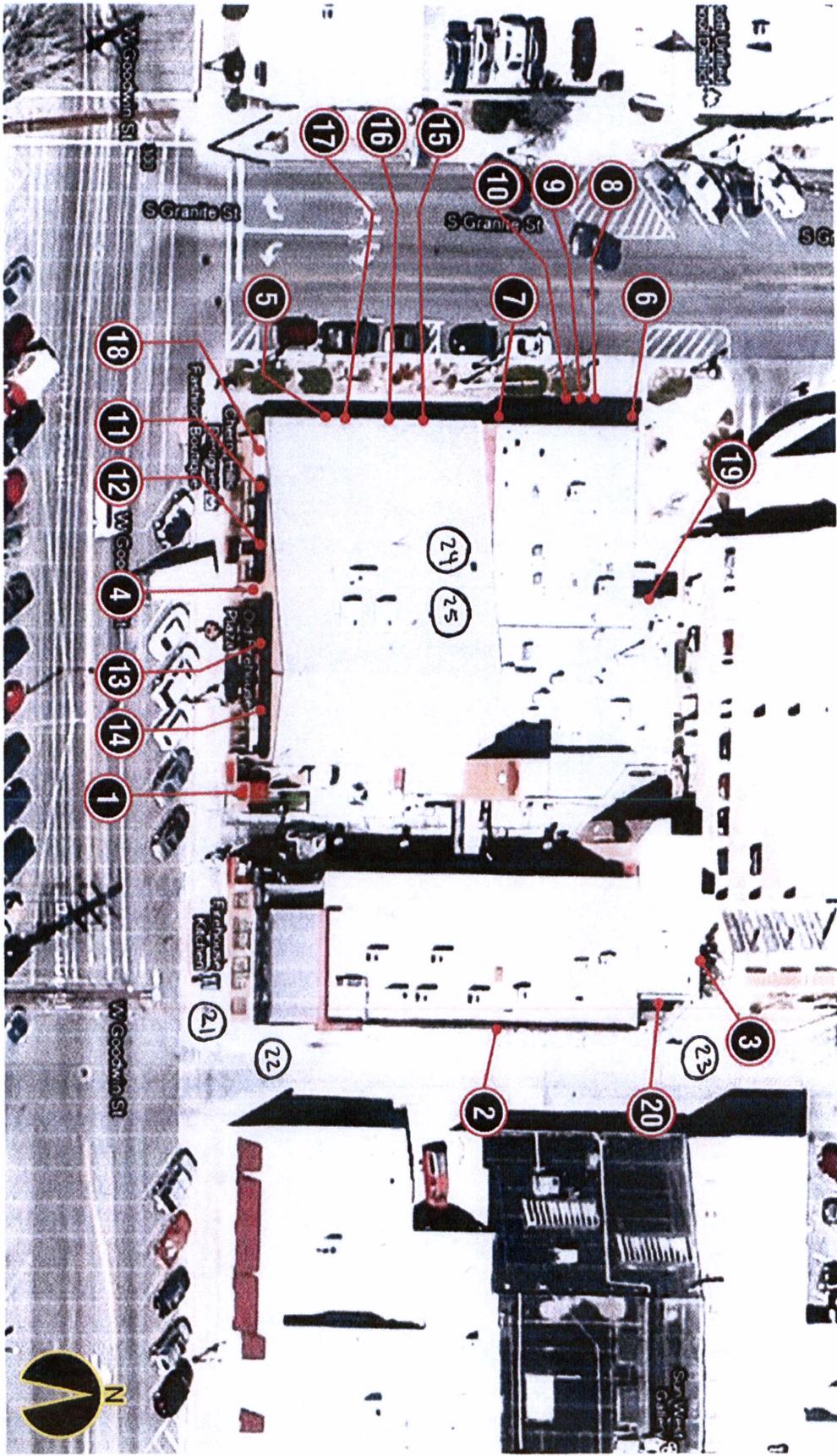
Sign color:

- 1) Sign Background panels are to be painted red or black. Refer to elevation drawings for specifics.
- 2) All lettering on sign panels will be a uniform white. Shape logos are permitted – and can be approved as different colors - pending landlord approvals.

Sign illumination:

- 1) Tenant building signage will be all non-illuminated construction. Refer to elevation drawings for specifics.

OLD FIREHOUSE PLAZA - SITE PLAN 220 West Goodwin Street Prescott, AZ 86303



<p>APPROVED BY</p> <p>DATE</p> <p>SHEET</p> <p>1 OF 13</p>	<p>SCALE</p> <p>AS NOTED</p> <p>DATE</p> <p>11/07/2012</p> <p>Design #</p> <p>10112012-133</p> <p>Designer</p> <p>RICHARD S.</p> <p>Account Executive</p> <p>GARY JOHNSON</p>	<p>9200 Valley Rd</p> <p>Prescott Valley</p> <p>Arizona</p> <p>86314</p> <p>800-257-5055</p>	<p>PROJECT</p> <p>OLD FIREHOUSE PLAZA</p> <p>LOCATION</p> <p>220 West Goodwin Street Prescott, AZ 86303</p>
--	---	--	--

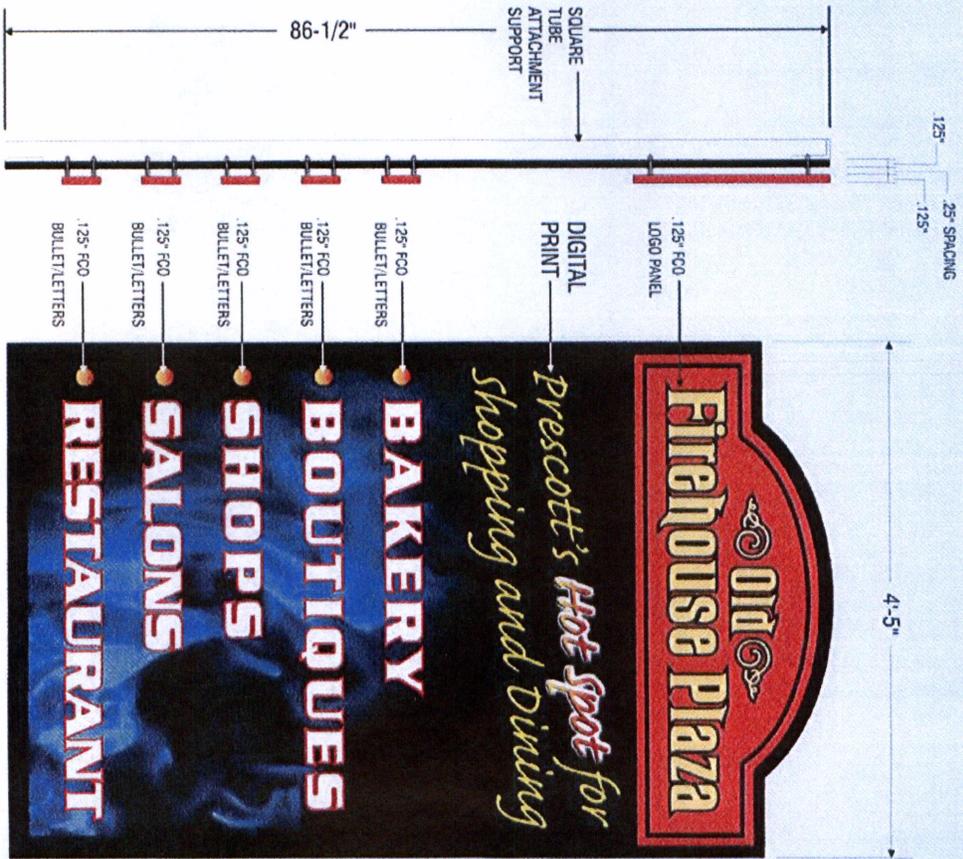
This custom design submitted for your personal use is the exclusive property of SIGNS PLUS. It may not be reproduced, copied, or exhibited in any fashion to anyone outside of your organization without the written permission of an authorized agent of SIGNS PLUS.



SITE PHOTO SURVEY - FREESTANDING SIGN (PROPOSED CHANGES)



SITE PHOTO SURVEY - FREESTANDING SIGN (EXISTING)



END VIEW

SCALE: 1" = 1'-0"



FREESTANDING SIGN - DETAIL

NON-ILLUMINATED FULL COLOR DIGITAL PRINT
 W/ FOO LETTERS-LOGO PANEL, SPACED 25'-OFF
 SIGN FACE .125" SIGN PANEL MOUNTED TO 1.5" SQ. TUBE SUPPORT
 AS REQUIRED.

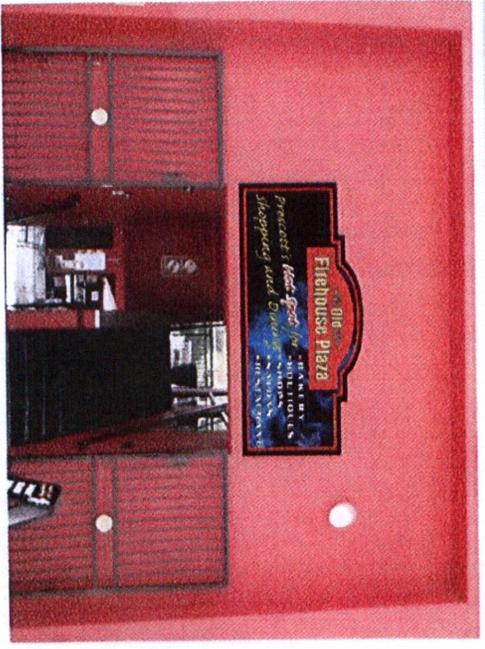
PROJECT
OLD FIREHOUSE PLAZA
 LOCATION:
 220 West Gridwin Street Prescott, AZ 86303



Account Executive:
 GARY JOHNSON
 Designer:
 ROBINWERS
 Design #:
 10.11.2012-.333
 DATE:
 11/07/2012
 SCALE:
 AS NOTED
 APPROVED BY

DATE
 SHEET
2 of 13

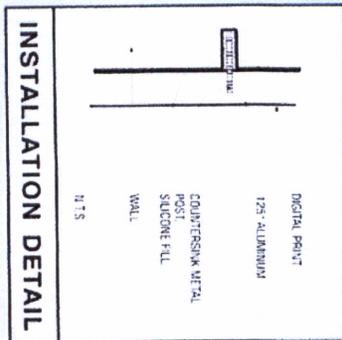
This custom design submitted for your personal use is the exclusive property of SIGNS PLUS. It may not be reproduced, copied, or exhibited in any fashion to anyone outside of your organization without the written permission of an authorized agent of SIGNS PLUS.



SITE PHOTO SURVEY - WALL SIGN



EXISTING SIGN



INSTALLATION DETAIL

2

NEW .125" SIGN PANEL TO REPLACE EXISTING STUD MOUNT INTO WALL AS REQUIRED.
FULL COLOR DIGITAL GRAPHICS AS SHOWN



WALL SIGN - DETAIL

SCALE: 1" = 1'-0"

8'-7"

SIGNS PLUS

9200 Valley Rd
Prescott, Valley
Arizona
86314
800-257-5095

PROJECT:
OLD FIREHOUSE PLAZA

LOCATION:
220 West Goodwin Street Prescott, AZ 86303

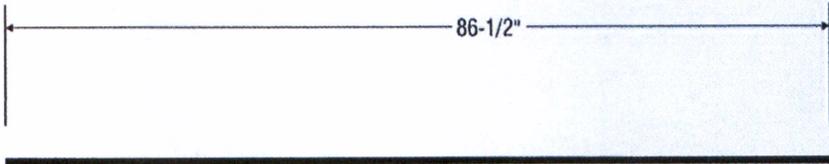
DATE: _____
APPROVED BY: _____
SCALE: AS NOTED
DATE: 11/07/2012
Design #: 10112012-133
Designer: GARY JOHNSON
Revisors: _____
Account Executive: _____
SHEET 3 OF 13



SITE PHOTO SURVEY - FREESTANDING SIGN (PROPOSED CHANGES)



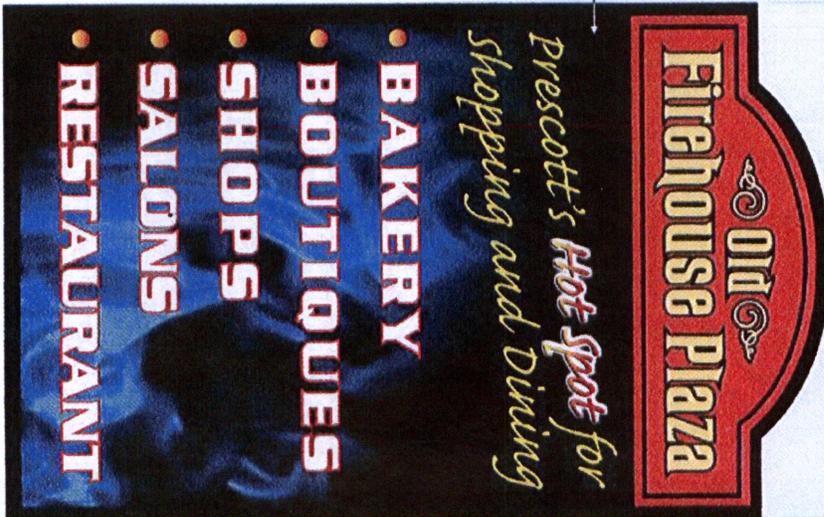
SITE PHOTO SURVEY - FREESTANDING SIGN (EXISTING)



END VIEW

SCALE: 1" = 1'-0"

DIGITAL PRINT



FREESTANDING SIGN - DETAIL

NON-ILLUMINATED FULL COLOR DIGITAL PRINT
SIGN FACE, 125" SIGN PANEL MOUNTED TO EXISTING STRUCTURE
AS REQUIRED

3

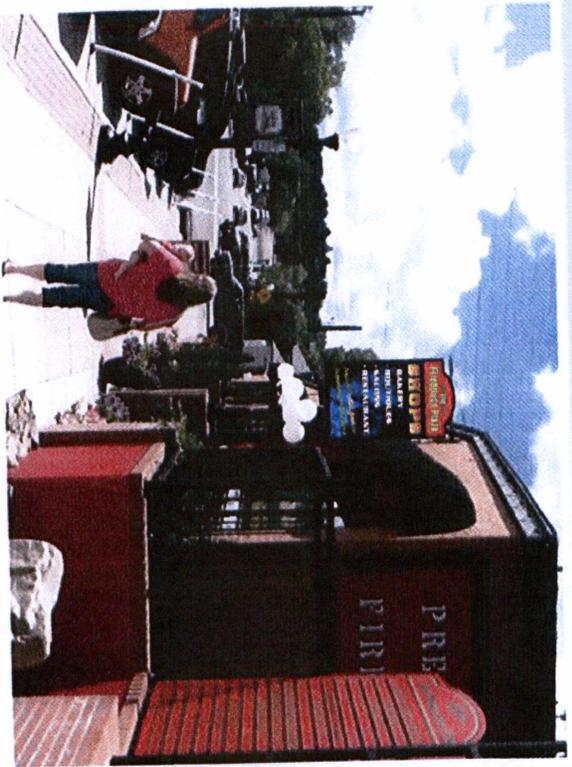
PROJECT
OLD FIREHOUSE PLAZA
LOCATION
220 West Goodwin Street Prescott, AZ 86303

9200 Valley Rd
Prescott Valley
Arizona
86314
800-257-5995

SIGNS PLUS

Account Executive:
GARY JOHNSON
Designer:
RICHMONDS
Drawn #
10.11.2012-133
DATE
11/01/2012
SCALE:
AS NOTED
APPROVED BY

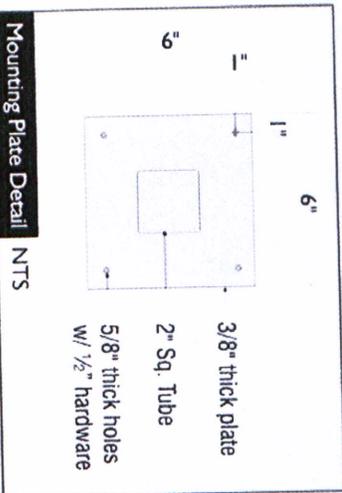
DATE
SHEET
4 OF 13



SITE PHOTO SURVEY - D/F PROJECTING BLADE SIGN

NON-ILLUMINATED
FULL COLOR DIGITAL PRINT
SEE ATTACHMENT DETAIL

DOUBLE-SIDED
2" DEEP
ALUMINUM CAN



Special Thanks to:
 GARY JOHNSON
 Designer:
 RICHMONDS
 Design #:
 10.11.2012-133
 DATE:
 11.07.2012
 SCALE:
 AS NOTED
 APPROVED BY:

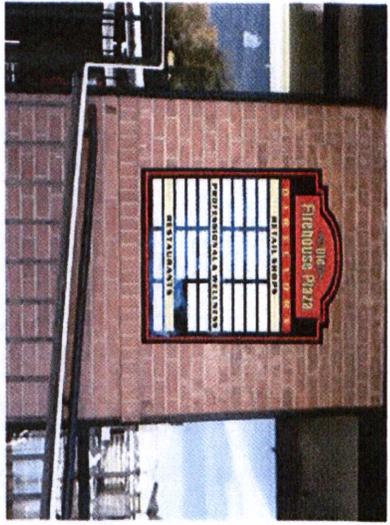
9200 Valley Rd
 Prescott Valley
 Arizona
 86314
 800-257-5095

SIGNS PLUS

PROJECT:
OLD FIREHOUSE PLAZA
 LOCATION:
 220 West Goodwin Street Prescott, AZ 86303

SHEET:
5 of 13

This custom design submitted for your personal use is the exclusive property of Signs Plus. It may not be reproduced, copied, or exhibited in any fashion to anyone outside of your organization without the written permission of an authorized agent of Signs Plus.

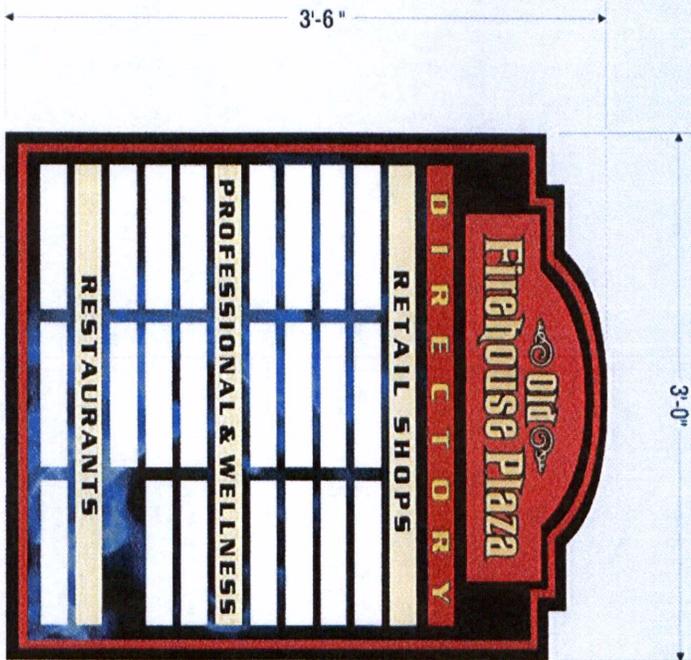


SITE PHOTO SURVEY - WALL SIGN

NEW .125" SIGN PANEL TO REPLACE EXISTING STUD MOUNT INTO WALL AS REQUIRED.

FULL COLOR DIGITAL GRAPHICS AS SHOWN

CHANGEABLE PAPER INSERTS FOR ALL TENANTS

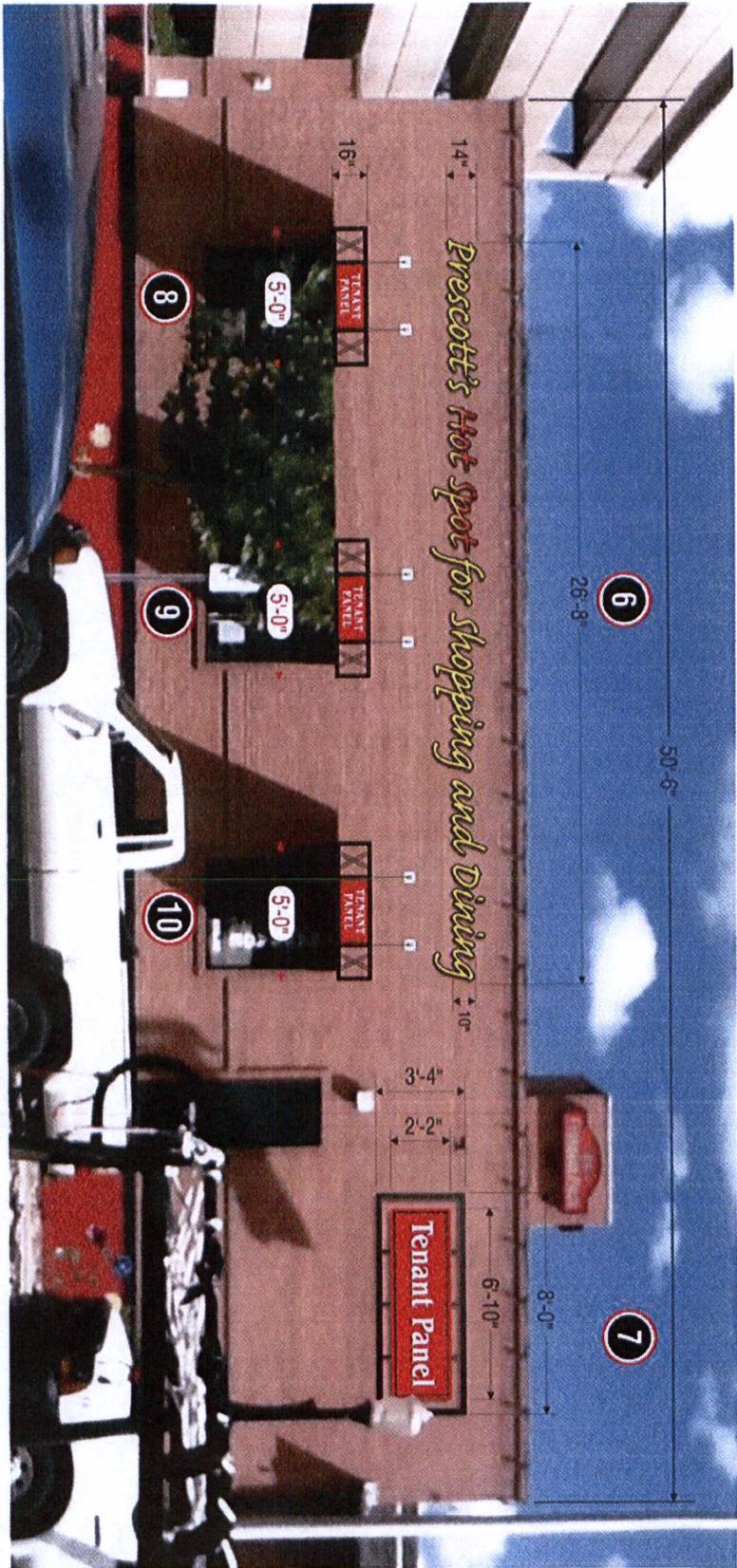


5

WALL SIGN - DETAIL
SCALE: 1-1/2" = 1'-0"

<p>SIGNSP</p> <p>Account Executive GARY JOHNSON</p> <p>Designer Richardson</p> <p>Design # 10.11.2012-1.33</p> <p>DATE 11/07/2012</p> <p>SCALE: AS NOTED</p> <p>APPROVED BY</p>	<p>9200 Valley Rd Prescott Valley Arizona 86314 800-257-5095</p>	<p>PROJECT OLD FIREHOUSE PLAZA</p>
		<p>LOCATION: 220 West Goodwin Street Prescott, AZ 86303</p>
<p>DATE</p>	<p>SHEET</p>	<p>6 of 13</p>

This custom design, submitted for your personal use, is the exclusive property of SIGNSP. It may not be reproduced, copied, or exhibited in any fashion to anyone outside of your organization without the written permission of an authorized agent of SIGNSP.



TENANT WALL SIGNS / CANOPY - DETAIL SCALE: 1/4" = 1'-0"

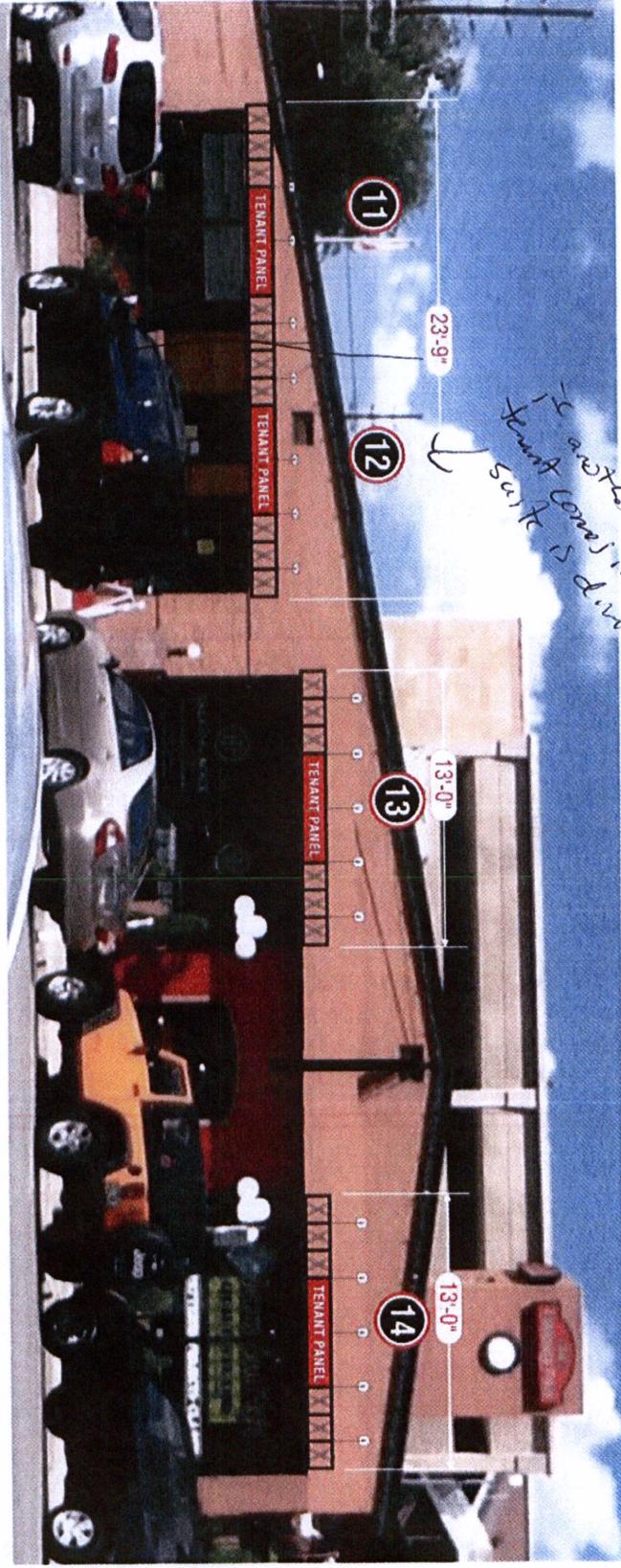
25" FLAT CUT OUT ALUMINUM LETTERS W/ DIGITAL PAINTED OVERLAYS
 "HOT SPOT" - DIGITAL OVERLAY, THE REST OF THE LETTERS ARE PAINTED "YELLOW"

TENANT WALL SIGN - DETAIL SCALE: 1/4" = 1'-0"

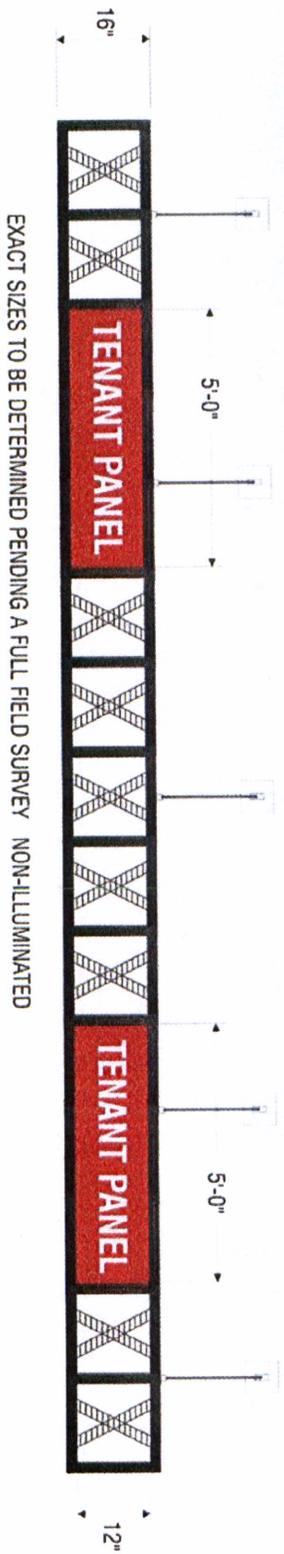
NON-ILLUMINATED VINYL COPY/GRAPHICS, ATTACHMENT DETAIL TBD
 FCO PANEL ON A SQUARE TUBE FRAME, SINGLE-SIDED

<p>Account Executive: GARRY JOHNSON Designer: RICHARDSON</p> <p>Design #: 10112012-139 DATE: 11/07/2012</p> <p>SCALE: AS NOTED</p> <p>APPROVED BY:</p>	<p>9200 Valley Rd Prescott Valley Arizona 86314 800-257-5095</p> <p>SIGNS PLUS</p>	<p>PROJECT: OLD FIREHOUSE PLAZA</p> <p>LOCATION: 220 West Goodwin Street Prescott, AZ 86303</p>
<p>DATE</p> <p>SHEET 7 OF 13</p>		

This custom design is intended for your personal use and is the exclusive property of SIGNS PLUS. It may not be reproduced, copied, or exhibited in any fashion to anyone outside of your organization without the written permission of an authorized Agent of SIGNS PLUS.



TENANT WALL SIGNS / CANOPY - DETAIL SCALE: 3/16" = 1'-0"

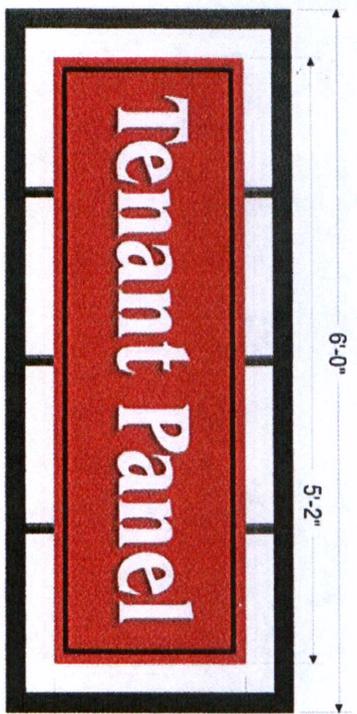
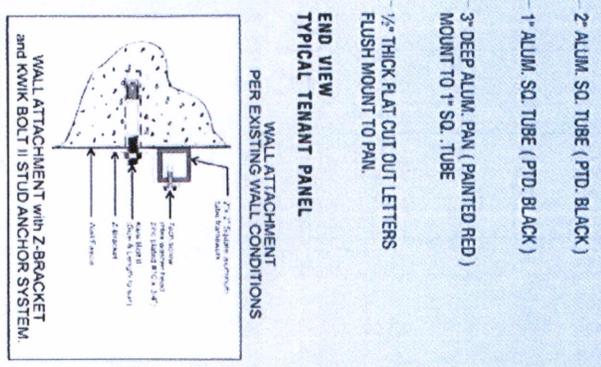


SIGNSP PLUS
 9200 Valley Rd
 Prescott Valley
 Arizona
 86314
 800-257-5095
 PROJECT
OLD FIREHOUSE PLAZA
 LOCATION
 220 West Goodwin Street Prescott, AZ 86303
 Account Executive:
 GARRY JOHNSON
 Designer:
 RODRIGUES
 Design #:
 10.11.2012-133
 DATE:
 11/07/2012
 SCALE:
 AS NOTED
 APPROVED BY:
 DATE:
 SHEET
8 of 13

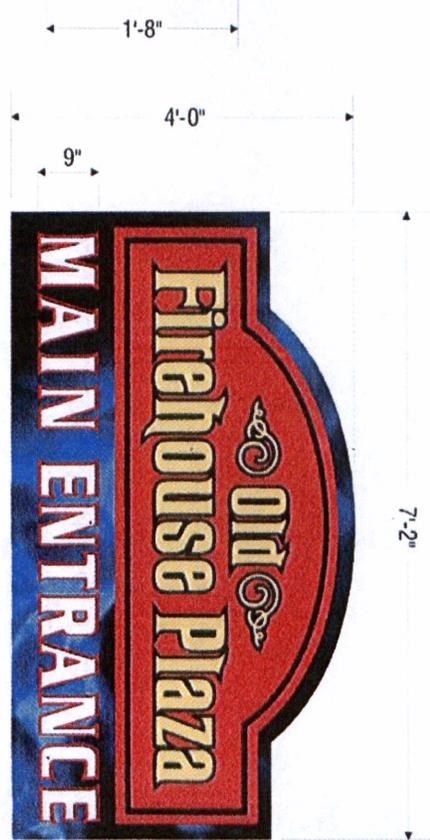
This custom design submitted for your personal use is the exclusive property of SIGNSP PLUS. It may not be reproduced, copied, or exhibited in any fashion to anyone outside of your organization without the written permission of an authorized agent of SIGNSP PLUS.



SITE PHOTO SURVEY - TENANT WALL SIGN



TENANT WALL SIGN - DETAIL
SCALE: 1" = 1'-0"
NON-ILLUMINATED VINYL COPY/GRAPHICS, ATTACHMENT DETAIL TBD
FOO PANEL ON A SQUARE TUBE FRAME, SINGLE-SIDED



MAIN ENTRANCE SIGN - DETAIL
SCALE: 3/4" = 1'-0"
NON-ILLUMINATED DIGITAL VINYL GRAPHICS
FLAT PANEL - SINGLE SIDED ATTACH TO EXISTING RAILING



SITE PHOTO SURVEY - TENANT WALL SIGN

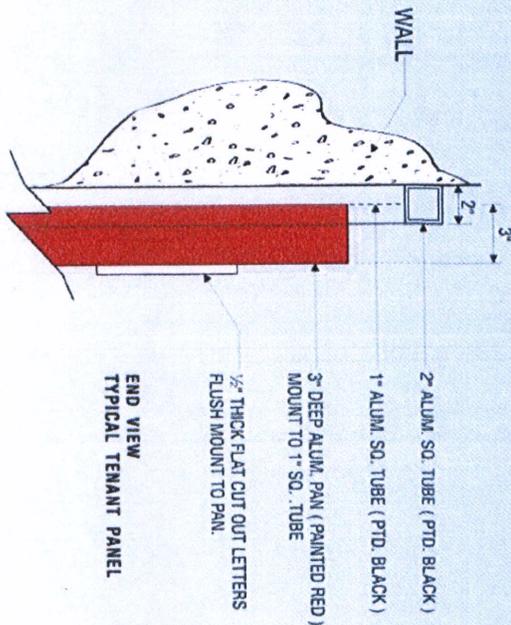
SCALE: 1/4" = 1'-0"

NON-ILLUMINATED
VINYL GRAPHICS
COPY TO BE DIMENSIONAL
SEE ATTACHMENT DETAIL

ALUMINUM PAN ON A SQUARE TUBE FRAME

SINGLE-SIDED

WALL ATTACHMENT
PER EXISTING WALL CONDITIONS



18

TENANT WALL SIGN - DETAIL
NON-ILLUMINATED VINYL COPY/GRAPHICS, ATTACHMENT DETAIL 18D
FCO PANEL ON A SQUARE TUBE FRAME, SINGLE-SIDED

SCALE: 1" = 1'-0"



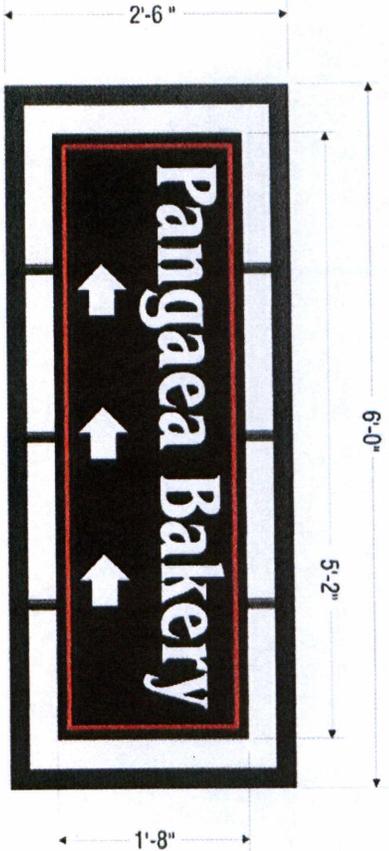
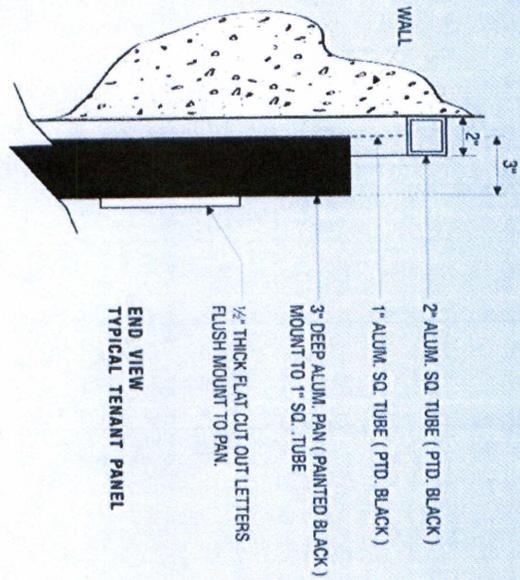
9200 Valley Rd
Prescott Valley
Arizona
86314
800-257-5095

PROJECT
OLD FIREHOUSE PLAZA

LOCATION:
220 West Goodwin Street Prescott, AZ 86303

DATE
SHEET
10 of 13

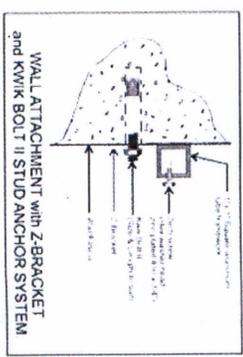
Account Executive:
GARY JOHNSON
Designer:
REYNOLDS
Design #: 10.11.2012-133
DATE: 11/07/2012
SCALE: AS NOTED
APPROVED BY:



19 TENANT WALL SIGN - DETAIL SCALE: 1"=1'-0"
 NON-ILLUMINATED VINYL COPY/GRAPHICS, ATTACHMENT DETAIL TBD
 FCO PANEL ON A SQUARE TUBE FRAME, SINGLE-SIDED

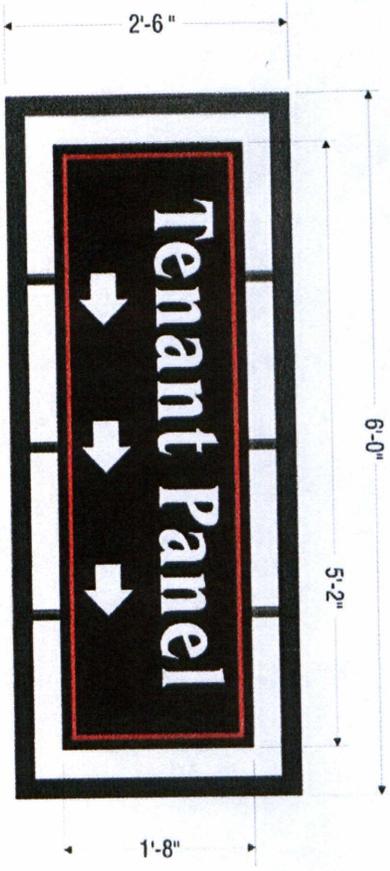
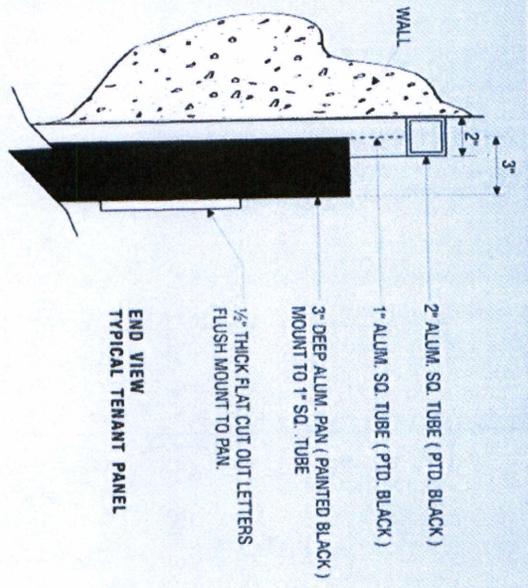


SITE PHOTO SURVEY-REAR ELEVATION SCALE: 1/4"=1'-0"



SIGNS PLUS	Account Executive: GARY JOHNSON	PROJECT: OLD FIREHOUSE PLAZA
	Designer: RICHMONDS	LOCATION: 220 West Goodwin Street Prescott, AZ 86303
Date: 11/17/2012	Scale: AS NOTED	
Approved By:		
Sheet: 12 of 13		

This custom design submitted for your personal use is the exclusive property of SIGNS PLUS. It may not be reproduced, copied, or exhibited in any fashion to anyone outside of your organization without the written permission of an authorized agent of SIGNS PLUS.



20

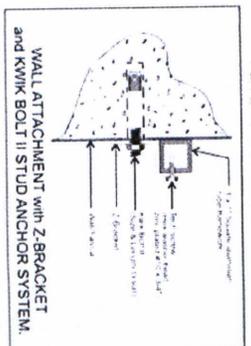
TENANT WALL SIGN - DETAIL SCALE: 1"=1'-0"

NON-ILLUMINATED VINYL COPY/GRAPHICS, ATTACHMENT DETAIL, T80
FOO PANEL ON A SQUARE TUBE FRAME, SINGLE-SIDED



SITE PHOTO SURVEY-REAR ELEVATION SCALE: 1/4"=1'-0"

TENANT WALL SIGN - DETAIL
NON-ILLUMINATED VINYL COPY/GRAPHICS, SEE ATTACHMENT DETAIL
3" DEEP ALUM. PANEL ON A SQUARE TUBE FRAME,
SINGLE-SIDED



SHEET
13 of 13

DATE

APPROVED BY

DATE
11/07/2012
SCALE
AS NOTED

Design #:
10.11.2012-133
Designer:
RICHARDSON
Account Executive:
GARY JOHNSON



9200 Valley Rd
Prescott Valley
Arizona
86314
800-257-5095

PROJECT
OLD FIREHOUSE PLAZA
LOCATION
220 West Goodwin Street Prescott, AZ 86303

This custom design submitted for your project use is the exclusive property of SIGNS PLUS. It may not be reproduced, copied, or exhibited in any fashion to anyone outside of your organization without the written permission of an authorized agent of SIGNS PLUS.

COUNCIL AGENDA MEMO – January 22, 2013
DEPARTMENT: Public Works
AGENDA ITEM: Approval of a professional services agreement with Fann Environmental, LLC, for engineering and construction support services for the Chino Piping Reconfiguration Project in an amount not to exceed \$69,925.00

Date:

Approved By:

Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	<i>1-16-13</i>

Item Summary

This item is for approval of a contract for engineering and construction support services with Fann Environmental, LLC, for the Chino Piping Reconfiguration Project pertaining to City water lines located within the Town of Chino Valley (see Exhibits B and C).

Background

The City of Prescott has six water production wells within the Town of Chino Valley. Wells 1 through 5 are currently operated and connected to distribution and transmission mains. Well 6 is not a part of this project due to its remote location which makes repiping cost prohibitive. The intent of the project is to completely separate the distribution delivery system, which delivers water directly to customers, from the water resource transmission system which feeds the distribution lines. This will allow blending of water from the five respective wells and create a single sampling point at the Water Production Facility.

The total number of sampling points for ADEQ compliance will be reduced by three and result in an estimated cost savings in the amount of \$12,000 the first year. Reporting of water quality sampling to ADEQ will also be simplified. The project will result in uniformly blended water of the highest quality from the production facility for distribution to all water customers.

The project will also facilitate possible transfer of infrastructure and customers of the City's retail water businesses within Chino Valley to the Town in the future.

The scope of work includes preparation of design plans at five (5) locations:

- Chino Valley Water Production Facility (WPF) – Base maps of the proposed work area within the WPF will be developed from Bluestake, potholing, and topographical survey. This information will then be utilized to develop the piping alignment to remove Wells 1 and 2 from the outlet of the 5 million gallon storage tank and pipe them to the inlet of the tank. New piping will be

Agenda Item: Approval of a professional services agreement with Fann Environmental, LLC, for engineering and construction support services for the Chino Piping Reconfiguration Project in an amount not to exceed \$69,925.00

developed to realign the suction line for Booster Pumps 1-5 to be able to draw water off the outlet of the storage tank (see Exhibit C).

- Wells 3 and 4 – Disconnect the discharge line from each well from the existing 12” distribution main on Road 1 East, leaving the wells connected to the 30” transmission main that supplies the WPF.
- Mahan Lane – Installation of a new 8” distribution main along Mahan Lane to supply the Chino Meadows subdivision at tie-in locations currently stubbed out on City property south of Mahan Lane.
- Merritt Lane/Well 5 – Installation of a new 12” transmission main to remove Chino Meadows subdivision customers from the well discharge line and connect the well discharge to the transmission system. Disconnect the current water main from Well 5 that currently supplies the subdivision.

Design of the Chino Piping Reconfiguration Project is anticipated to take 3 months. Final plans are to be complete by May 2013. Construction will follow completion of the engineering.

Selection

On October 11, 2012, the City received Statements of Qualifications from six (6) firms for engineering services. Pursuant to Arizona State Statutes for procurement of professional services, the firms were ranked based on their Statements of Qualifications. Fann Environmental, LLC, emerged as the top ranked firm for this project based on final ranking criteria. Subsequently, the scope of services was determined and fees negotiated.

Budget

FY13 funding for this design contract was budgeted and is available for the Chino Piping Reconfiguration Project in the Water Fund. The preliminary construction estimate for the repiping is \$327,500.00.

Attachments

- Exhibit A - Scope of Work and Fee Proposal
- Exhibit B - Design Locations
- Exhibit C - Chino Water Production Facility

Recommended Action: **MOVE** to approve a professional services agreement with Fann Environmental, LLC, for engineering and construction support services for the Chino Piping Reconfiguration Project in an amount not to exceed \$69,925.00.



Chino Piping
Reconfiguration Project
City Project No. CIP12-030



**Chino Piping Reconfiguration Project
City Project No.CIP12-030
Scope of Work**

Table of Contents

	Page
Overview.....	1
Basic Services	3
Task Series 1000 Project Management.....	3
Task 1100 General	3
Task 1200 Project Meetings	3
Subtask 1210 Kickoff Meeting	3
Subtask 1220 Design Phase Coordination and Workshop Meetings	4
Subtask 1230 Submittal Review and Design Review Meetings	4
Subtask 1240 Coordination with Utility Companies	4
Task Series 2000 Pre-Design.....	4
Task 2100 As-built Acquisition and Review.....	4
Task 2200 Field Walk of Blue Stake	4
Task 2300 Pothole Coordination	4
Task Series 3000 Chino Piping Reconfiguration Design	5
Task 3100 Overall Improvements Map for ADEQ.....	5
Subtask 3110 90% Overall Improvements Map	5
Subtask 3120 Final Overall Improvements Map	5
Task 3200 Water Compound.....	6
Subtask 3210 Design Development	6
Subtask 3220 90% Design Plans.....	6
Subtask 3230 Final Design Plans	6
Subtask 3240 Special Provisions.....	7
Task 3300 Well #3 & Well #4	7
Subtask 3310 Design Development	7
Subtask 3320 As-Built Exhibit	7
Task 3400 Mahan Lane & Merritt Lane/Well #5	7
Subtask 3410 Design Development	7
Subtask 3420 90% Design Plans.....	8



Subtask 3430 Final Design Plans	8
Task 3500 Permitting.....	8
Subtask 3510 ADEQ Water Permitting.....	8
Task Series 4000 Post Design Engineering Services	9
Task 4100 RFI's and Issue Resolution (as needed)	9
Task 4200 Record Drawings.....	9
Subtask 4201 Record Drawings - Water Compound	9
Subtask 4202 Record Drawings - Mahan Lane & Merritt Lane/Well #5	9
Special Services.....	10
Task Series 5000 Special Services	10
Task 5100 Land Surveying	10
Subtask 5110 Field Survey - Water Compound.....	10
Subtask 5111 Field Survey - Mahan Lane & Merritt Lane/Well #5.....	10
Subtask 5120 Potholed Utility Survey - Water Compound.....	10
Subtask 5121 Field and Pothole Utility Survey - Well #3 & Well #4	10
Subtask 5122 Potholed Utility Survey - Mahan Lane & Merritt Lane/Well #5	10
Subtask 5130 Title Review	10
Subtask 5140 Right-of-Way Dedications & Legal Descriptions	10
Subtask 5150 Construction Staking (Mahan & Merritt).....	11
Subtask 5160 As-Built Field Survey	11
Subtask 5161 Potholed Utility Survey - Water Compound.....	11
Subtask 5162 Field and Pothole Utility Survey - Well #3 & Well #4	11
Subtask 5163 Potholed Utility Survey - Mahan Lane & Merritt Lane/Well #5	11
Other Direct Costs.....	11
Copying and Courier	11
Scope Assumptions	11

Appendices

Appendix A – Consultant Fees



LYON ENGINEERING
Civil Engineers • Land Surveyors

Chino Piping
Reconfiguration Project
City Project No. CIP12-030



Overview

Design services for the City of Prescott (City) Chino Piping Reconfiguration (Project) will be performed by a consultant team led by Fann Environmental, LLC/Lyon Engineering (FE/LE).

The scope of work associated with this project is based on a series of tasks as follows:

- Basic Services
 - Task Series 1000, Project Management
 - Task Series 2000, Pre-Design
 - Task Series 3000, Chino Piping Reconfiguration Design
 - Task Series 4000, Post Design Engineering Services
- Special Services
 - Task Series 5000, Special Services
- Other Direct Costs

Tasks and requirements set forth in this Scope of Work have been generally defined by the following major elements:

- Design of Improvements to the City Water Compound in Chino Valley
 - This phase will include the investigation of the existing infrastructure by potholing the water lines that are in place. Base maps of the proposed work area within the Compound will be developed from Bluestake, potholing results and the topographical survey. This information will then be utilized to develop the piping alignment to remove Wells #1 and #2 from the outlet of the storage tank and pipe them to the inlet of the storage tank. A new piping alignment will be developed to realign the suction line for booster pumps 1-5 to be able to draw off of the outlet of the storage tank.
 - It is anticipated that a new 12" water main will be utilized to connect Wells #1 and #2 to the 30" transmission main.
 - A new 24" suction line will be designed from the tank outlet to a location on the existing 24" suction main.
 - Plans and Special Provisions will be developed utilizing City standards and specifications.
- As-Built Exhibit of Improvements to Well #3 & Well #4
 - The connection points to the 12" transmission main will be potholed and then surveyed. Once this information is collected an as-built plan sheet will be developed indicating the work to remove the 12" connections from the well sites.
- Design of Improvements to Mahan Lane & Merritt Lane/Well #5
 - This phase will include the investigation of the existing infrastructure by potholing and locating the existing utilities in both roads. Base maps of the proposed alignments will be developed utilizing the information obtained from potholing and the results of the topographical survey.



- It is anticipated that the water main in Mahan Lane will be installed outside of the Town of Chino Valley Right-of-Way and on City property. The existing water line stubs will be utilized as connection points.
- It is anticipated that the water main in Merritt Lane/Well #5 will be installed in a portion of the Town of Chino Valley Right-of-Way and outside of the right-of-way in an easement that may need to be obtained. The water main will then tie into an existing line in City property. The existing 12" water line will be cut and capped and a portion will remain in service to serve the Chino Meadows area. This will result in the Chino Meadows area being served by the 12" water main in Road 1 East.
- Plans will be developed utilizing City standards.
- Construction Administration Services
 - Provide engineering support during construction
 - Coordination with utilities and operations
 - Communication facilitation and documentation
 - Record Drawing as-builts
- Permitting tasks will include developing applications, supporting documentation, coordination and obtaining the following permits (permit fees will be paid by the City directly):
 - ADEQ Water Permitting for the Water Compound, Mahan Lane & Merritt Lane/Well #5

The firms involved in this project are listed below with their respective disciplines:

Firm	Services/Disciplines
Fann Environmental, LLC	Engineering, Project Management, Site Design, Civil Design, Construction Administration, Potholing
Lyon Engineering & Surveying, Inc.	Engineering, Site Design, Civil Design, Land Surveying, Construction Administration

The City will provide the following to the consultant:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.
- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the water system. The Engineer, with the aid of City staff, shall verify as-builts and previous design assumptions.
- Obtain all easements, and right-of-way, as may be needed. The Engineer will provide the Project Manager the required support surveys, legal descriptions and other documentation as necessary.



- Furnish information regarding City's utilities (existing and/or proposed) near the project site.
- Furnish copy of previous soils report (as available).
- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified in the Project Schedule.
- Pay directly all applicable agency fees for code reviews, local permit, and all other relevant permit application fees.
- Authorize Engineer to discuss project details with and obtain information from power company (APS). Authorization will not include decision-making by Engineer.
- Title reports including Schedule B's for private and City properties per a list of parcels submitted by the Engineer.
- A City GIS generated map of the entire City water system within the Town of Chino Valley limits in hard copy and digital format.

Basic Services

Task Series 1000 Project Management

Task 1100 General

Under this task the Fann Environmental/Lyon Engineering (FE/LE) team shall perform general project management and administration tasks. This category is limited to oversight tasks that will consist of allocating proper resources to the project and confirm project direction.

FE/LE will coordinate with the project team to monitor and address items as associated with the project schedule, project budget, issues of concern and QA/QC.

Task 1200 Project Meetings

FE/LE will attend meetings scheduled by the City during the course of the project.

Subtask 1210 Kickoff Meeting

FE/LE will attend a project kickoff meeting with the City. The purpose of this meeting will be as follows:

- Introduce the Project Team
- Review the Project Scope of Work
- Review the Project Schedule to include project milestones
- Identify City contacts
- Establish communication protocol and project procedures
- Develop a project meeting schedule
- Review and discussion of the overall City water system layout in Chino Valley
- Review of the available as-builts for the Water Compound



Subtask 1220 Design Phase Coordination and Workshop Meetings

FE/LE will attend workshop meetings with the City to address technical, coordination and administrative issues related to the project. These meetings will also be used to conduct technical workshops, design submittal meetings, design review meetings, and project management meetings. It is anticipated that there will be two (2) of these meetings.

Subtask 1230 Submittal Review and Design Review Meetings

In addition to the project workshop meetings, FE/LE will attend a submittal and conflict resolution meeting after at the 90% design submittal. There are a total of one (1) of these meetings that will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous redline comments to ensure that the City comments are being addressed. The design review meetings will occur after the City has reviewed the submittals and will focus on making sure that FE/LE has a thorough understanding of the City's comments and intent.

Subtask 1240 Coordination with Utility Companies

FE/LE will meet and coordinate with Utility Companies to determine what utilities may be impacted by the Project. Once the utilities in the vicinity are determined, FE/LE will submit plans for review to the utility companies at the 90% and Final design stages. A comment resolution meeting will be held at the 90% design level with the Engineer, utility companies and City staff.

Task Series 2000 Pre-Design

Task 2100 As-built Acquisition and Review

FE/LE will obtain as-builts of all existing wet and dry utilities in the project area and conduct a thorough review to determine potential conflicts prior to determining pothole locations.

Task 2200 Field Walk of Blue Stake

FE/LE will attend a field walk of blue staked utilities accompanied by the City Project Manager to determine the location of potholes necessary for the design of the Project.

Task 2300 Pothole Coordination

FE/LE will coordinate with the City to ensure timely potholing and field survey of the utility locations determined in Task 2200. FE/LE will conduct this investigation and verify the depths of the water lines with our in-house trenchless potholing department. This information will be utilized to develop the base maps. We are anticipating the following pothole requirements for each area:

1. Compound - 15 potholes on the water lines and dry utilities
2. Well #3 - 1 pothole to verify 12" location



3. Well #4 - 1 pothole to verify 12" location
4. Mahan Road - 2 potholes to verify blow-off depths
5. Merritt Lane/Well #5 - 5 potholes to verify water lines and dry utilities.

Potholes will be excavated and then backfilled with pea gravel and the top 12" will be filled with aggregate base course. The material that is removed from the trenchless excavation will be disposed of on the Compound property.

The potholes located for Well #3 and #4 will require traffic control, a Town of Chino Valley Right-of-Way permit, and will be potholed utilizing a backhoe. The material will then be replaced utilizing mechanical means and per the Town of Chino Valley requirements.

Task Series 3000 Chino Piping Reconfiguration Design

Task 3100 Overall Improvements Map for ADEQ

Subtask 3110 90% Overall Improvements Map

FE/LE will produce a large scale aerial map on a 36" x 44" sheet for submittal and discussion with ADEQ staff. The map will contain the following information:

- Overall layout of COP water system in Chino Valley town limits, provided by the City to FE/LE, overlaid onto City's aerial photo.
- Zoomed in area exhibits on the side of the map showing the specific improvements proposed for this project.
- Two water main schematics on the bottom of the map showing the existing piping configuration and the proposed configuration after the improvements. The schematics will be drawn in a line diagram format.
- City staff will work with FE/LE in the Kick-Off meeting to create sketches of the proposed area exhibits and the water main schematics.

- **Deliverables:**

- Three (3) 44" x 34" 90% Overall Improvements Map

Subtask 3120 Final Overall Improvements Map

FE/LE will incorporate the City's comments on the 90% Overall Improvements Map and incorporate them into the Final Overall Improvements Map.

- **Deliverables:**

- Three (3) 44" x 34" Final Overall Improvements Map
- CD containing high resolution .pdf file of Final Overall Improvements Map



Task 3200 Water Compound

Subtask 3210 Design Development

This task will focus on the development of the base CAD file for use in the ultimate design. Base file production will utilize the CAD files provided by the COP on the water compound. This file will be updated based on field survey, pothole survey, and as-built information. City staff will notify LE of the correct as-built CAD files to use, or the portions of CAD files to use, to produce the new Base CAD file.

Subtask 3220 90% Design Plans

FE/LE will produce a 90% Design plan set for review and approval by the City including the following items:

- a) Existing conditions including
 - i. Right-of-way and easements
 - ii. Topography
 - iii. Benchmarks
 - iv. Adjacent property lines
 - v. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
- b) Proposed preliminary improvements including:
 - i. Water mains, valves, air release valves and meter locations
 - ii. Sewer mains, services, manholes and clean out locations (if applicable)
 - iii. Dry utility conflicts and relocations
 - iv. Plan & profile for all required facilities
 - v. Mechanical details of piping connections
 - vi. Right-of-way including parcel and owner information

- **Deliverables:**

- Five (5) 22" x 34" copy of the 90% Design Plan Set

Subtask 3230 Final Design Plans

FE/LE will incorporate the City's comments on the 90% Design Plan Set and incorporate them into the Final Design Plan Set

- **Deliverables:**

- Five (5) 22" x 34" copy of the Final Design Plan Set
- One (1) 22" x 34" copy of the Final Design Plan Set (Mylar)
- CD containing .pdf and .dwg digital files of the Final Design Plan Set



Subtask 3240 Special Provisions

The City will provide FE/LE with the City's boilerplate specifications. FE/LE will then prepare the Special Provisions for the project.

- **Deliverables:** Five (5) copies of the Special Provisions

Task 3300 Well #3 & Well #4

Subtask 3310 Design Development

This task will focus on the development of the base CAD file for use in the as-built exhibit. Base file production will utilize the existing City of Prescott aerial topography along with information gathered from the Title Reports, field survey, pothole survey, and as-built information.

Subtask 3320 As-Built Exhibit

FE/LE will produce an as-built exhibit of the Well #3 and Well #4 improvements on a single sheet including the following items.

- a) Existing conditions including
 - i. Right-of-way and easements
 - ii. Topography
 - iii. Adjacent property lines
 - iv. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within 50 foot radius of work area.
 - v. As-built location and elevation of improvements

- **Deliverables:**
 - Five (5) 11" x 17" copy of the Exhibit
 - One (1) 22" x 34" copy of the Exhibit (Mylar)
 - CD containing .pdf and .dwg digital files of the as-built exhibit

Task 3400 Mahan Lane & Merritt Lane/Well #5

Subtask 3410 Design Development

This task will focus on the development of the base CAD file for use in the ultimate design. Base file production will utilize the existing City of Prescott aerial topography along with information gathered from the Title Reports, field survey, pothole survey, and as-built information.



Subtask 3420 90% Design Plans

FE/LE will produce a 90% Design plan set for review and approval by the City including the following items:

- b) Existing conditions including
 - i. Right-of-way and easements
 - ii. Topography
 - iii. Benchmarks
 - iv. Adjacent property lines
 - v. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
- c) Proposed preliminary improvements including:
 - i. Water mains, valves, air release valves and meter locations
 - ii. Sewer mains, services, manholes and clean out locations
 - iii. Dry utility conflicts and relocations
 - iv. Plan & profile for all required facilities
 - v. Mechanical details of piping connections (if necessary)
 - vi. Right-of-way including parcel and owner information

- **Deliverables:**

- Five (5) 22" x 34" copy of the 90% Design Plan Set

Subtask 3430 Final Design Plans

FE/LE will incorporate the City's comments on the 90% Design Plan Set and incorporate them into the Final Design Plan Set.

- **Deliverables:**

- Five (5) 22" x 34" copy of the Final Design Plan Set
- One (1) 22" x 34" copy of the Final Design Plan Set (Mylar)
- CD containing .pdf and .dwg file Final Design Plan Set

Task 3500 Permitting

Subtask 3510 ADEQ Water Permitting

FE/LE will submit the completed project package consisting of project plans, specifications and the City produced design memorandum for the project. The package will also include the completed application for Approval to Construct. This will be signed by the City and FE/LE.

- **Deliverables:** Submittal package for the ADEQ Approval to Construct permit.



Task Series 4000 Post Design Engineering Services

FE/LE will provide administrative services to facilitate construction activities and communicate with the City regarding the construction progress. These tasks, as needed, will include attending scheduled meetings as requested, special coordination meetings, construction photographs, reviewing Contractor's redline markup as-built drawings on an ongoing basis, coordination with City personnel, other Engineer management and coordination.

Task 4100 RFI's and Issue Resolution (as needed)

The Engineer shall be available to the City of Prescott for various requests for information (RFI's) or issue resolution on an as needed basis. This item will only be provided at the request of City personnel.

Task 4200 Record Drawings

Subtask 4201 Record Drawings – Water Compound

Subtask 4202 Record Drawings – Mahan Lane & Merritt Lane/Well #5

FE/LE will develop record drawings based on Contractor field notes and redlines, and as-built field coordinates provided by a Surveyor registered in Arizona. The drawings will be updated in CAD and delivered to the City as .pdf and .dwg digital files and hard copies. The record drawings will contain the following information:

- Water Valve lids
- Horizontal and Vertical Bend in trench location and top of pipe elevation
- Blow off boxes
- Air Release Valve boxes
- Top of water main in trench location and elevation at 100' intervals

- **Deliverables:**
 - One (1) 22" x 34" copies of the Record Drawings for review
 - One (1) 22" x 34" final As-built on mylar.
 - One (1) CD containing the Record Drawings in .pdf and .dwg electronic format



LYON ENGINEERING
Civil Engineers · Land Surveyors

Chino Piping
Reconfiguration Project
City Project No. CIP12-030



Special Services

Task Series 5000 Special Services

Task 5100 Land Surveying

The Engineer shall engage the services of LE's Surveyor to conduct office and field related tasks necessary for the design and completion of the Project.

The surveying services to be performed by the Surveyor consisting of the following subtasks:

- Field Survey
- Potholed Utility Survey
- Right-of-Way and Property Boundary Survey
- Title Review
- Right-of-Way Dedications & Legal Descriptions
- Construction Staking
- As-Built Field Survey

Subtask 5110 Field Survey - Water Compound

Subtask 5111 Field Survey - Mahan Lane & Merritt Lane/Well #5

The Surveyor will conduct a field topography survey to determine the horizontal and vertical location of existing: grades; pavement; shoulders; wet & dry utilities. The Surveyor will utilize the City of Prescott datum and control network. The field surveys will be conducted in the areas of the specific project locations listed below.

Subtask 5120 Potholed Utility Survey – Water Compound

Subtask 5121 Field and Pothole Utility Survey – Well #3 & Well #4

Subtask 5122 Potholed Utility Survey – Mahan Lane & Merritt Lane/Well #5

The Surveyor will record field coordinates on the top of exposed utility conduits and pipes upon completion of potholing by FE.

Subtask 5130 Title Review

The City Project Manager will supply to FE/LE the title reports with accompanying schedule B's per a predetermined list of parcel owners provided by FE/LE. FE/LE will review the data and incorporate the information into the production of the base CAD file.

Subtask 5140 Right-of-Way Dedications & Legal Descriptions

The Surveyor will provide right-of-way dedications and easement legal descriptions with accompanying map as deemed necessary with completion of the Final plans. These



items will be provided to the City by FE/LE for use in acquiring the property (purchase or donation) and recordation.

Subtask 5150 Construction Staking (Mahan & Merritt)

The Surveyor will provide construction staking to the contractor for the Mahan & Merritt Lane/Well #5 portion of the project. Construction staking will consist of **one set** of stakes with 10' and 15' offsets for the following:

- Tees, standalone valves, horizontal and vertical bends, blow offs, and air release valves
- New water main at 50' intervals

Subtask 5160 As-Built Field Survey

Subtask 5161 Potholed Utility Survey – Water Compound

Subtask 5162 Field and Pothole Utility Survey – Well #3 & Well #4

Subtask 5163 Potholed Utility Survey – Mahan Lane & Merritt Lane/Well #5

The Surveyor will coordinate closely with the Contractor, Engineer, and City Inspector during construction activities to facilitate the field survey of the as-built location of constructed items including:

- Water Valve lids
- Horizontal and Vertical Bend in trench location and top of pipe elevation
- Blow off boxes
- Air Release Valve boxes
- Top of water main in trench location and elevation at 100' intervals

Other Direct Costs

Copying and Courier

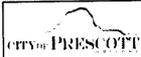
FE/LE has added this item to cover various printing costs of the "Deliverables" for this project. This item will be billed at cost plus 10 percent to cover overhead.

Scope Assumptions

1. The level of effort assumes that the project will require two (2) separate plans sets.
2. Permits required for construction activities will be obtained and paid for by the Contractor including storm water permits.
3. The Contractor will be responsible for producing, implementing and maintaining a Storm Water Pollution Prevention Plan (SWPPP) for all construction activities.
4. Bid Document reproduction and distribution costs will be paid by the City.



-
5. The City of Prescott will perform all testing and construction observation necessary to complete the ADEQ Engineers Certificate of Completion (ECC). The ECC will be completed, stamped and signed by a City engineer registered in the State of Arizona. The as-built plans to accompany the ECC will be completed by FE/LE and will be stamped and signed by either a Surveyor or Engineer registered in the State of Arizona.



Task No	Task Description	GPS \$ 150	STCH \$ 85	SMCR \$ 125	TECH \$ 85	FE-ENG \$ 105	LE-ENG \$ 125	PE \$ 140	INSP \$ 75	FE-CLER \$ 60	Pothole \$ 425	Pothole \$ 1,500	Total	Total
Task Series 1000 Project Management														
Task 1100	General					2		4					6	\$ 770
Task 1200	Project Meetings												8	\$ 980
Subtask 1210	Kickoff Design Meeting					4		4					8	\$ 980
Subtask 1220	Design Phase Coordination and Workshop Meetings					4		4					8	\$ 980
Subtask 1230	Submittal Review and Design Review Meetings					4		4					4	\$ 560
Subtask 1240	Coordination with Utility Companies												4	\$ 4270
Task Series 1000 Subtotal		0	0	0	0	14	0	20	0	0	0	0	34	\$ 4270
Task Series 2000 Pre-Design														
Task 2100	As-Built Acquisition and Review							8	2				10	\$ 1,280
Task 2200	Field Walk of Blue Stake			4		4	4						12	\$ 1,420
Task 2300	Pothole Coordination			2		4	4			8	22	2	42	\$ 14,000
Task Series 2000 Subtotal		0	0	6	0	8	16	2	0	8	22	2	64	\$ 16,700
Task Series 3000 Chino Piping Reconfiguration Design														
Task 3100	Overall Improvements Map for ADEQ							24	2				26	\$ 3,280
Subtask 3110	90% Overall Improvements Map							4	1				5	\$ 640
Subtask 3120	Final Overall Improvements Map							28	3	0	0	0	31	\$ 3,920
Task Series 3000 Subtotal		0	0	0	0	0	0	28	3	0	0	0	31	\$ 3,920
Task Series 3200 Water Compound														
Subtask 3210	Design Development					4	16						20	\$ 2,420
Subtask 3220	90% Design Plans					8	40	2					50	\$ 6,120
Subtask 3230	Final Design Plans					2	8	1					11	\$ 1,350
Subtask 3240	Special Provisions					4	16	2					22	\$ 2,700
Task Series 3200 Subtotal		0	0	0	0	18	80	5	0	0	0	0	103	\$ 12,590
Task Series 3300 Well #3 & Well #4														
Subtask 3310	Design Development							8	1				9	\$ 1,140
Subtask 3320	As-Built Exhibit							4	1				5	\$ 640
Task Series 3300 Subtotal		0	0	0	0	0	0	12	2	0	0	0	14	\$ 1,780
Task Series 3400 Mahan Lane & Merritt Lane/Well #5														
Subtask 3410	Design Development							16					16	\$ 2,000
Subtask 3420	90% Design Plans					4	40	2					46	\$ 5,700
Subtask 3430	Final Design Plans					2	2	1					5	\$ 600
Task Series 3400 Subtotal		0	0	0	0	6	58	3	0	0	0	0	67	\$ 8,300
Task Series 3500 Permitting														
Subtask 3510	ADEQ Water Permitting							12	1				13	\$ 1,640
Task Series 3500 Subtotal		0	0	0	0	0	0	12	1	0	0	0	13	\$ 1,640
Task Series 3000 Subtotal		0	0	0	0	24	190	14	0	0	0	0	228	\$ 28,230
Task Series 4000 Post Design Engineering Services														
Task 4100	RFIs and Issue Resolution (as needed)					8		12					20	\$ 2,520
Task Series 4000 Subtotal		0	0	0	0	8	0	12	0	0	0	0	20	\$ 2,520
Task Series 4200 Record Drawings														
Subtask 4201	Record Drawings - Water Compound					2	8	2					12	\$ 1,490
Subtask 4202	Record Drawings - Mahan Lane & Merritt Lane/Well #5							8	2				10	\$ 1,280
Task Series 4200 Subtotal		0	0	0	0	2	16	4	0	0	0	0	22	\$ 2,770
Task Series 4000 Subtotal		0	0	0	0	10	16	16	0	0	0	0	42	\$ 5,290
Task Series 5000 Special Services														
Task 5100	Land Surveying												11	\$ 1,495
Subtask 5110	Field Survey - Water Compound	8	2										11	\$ 1,495
Subtask 5111	Field Survey - Mahan Lane & Merritt Lane/Well #5	8	2										10	\$ 1,370
Subtask 5120	Potholed Utility Survey - Water Compound	8	2										0	\$ -
Subtask 5121	Field and Pothole Utility Survey - Well #3 & Well #4												11	\$ 1,385
Subtask 5122	Potholed Utility Survey - Mahan Lane & Merritt Lane/Well #5	6	4										9	\$ 805
Subtask 5130	Title Review												5	\$ 465
Subtask 5140	ROW Dedications & Legal Descriptions												22	\$ 2,990
Subtask 5150	Construction Staking (Mahan & Merritt)	16	4										11	\$ 1,495
Subtask 5161	As-Built Field Survey - Water Compound	8	2										5	\$ 660
Subtask 5162	As-Built Field Survey - Well #3 & Well #4	3	1										19	\$ 2,695
Subtask 5163	As-Built Field Survey - Mahan Lane & Merritt Lane/Well #5	16	2										114	\$ 14,835
Task Series 5000 Subtotal		73	31	10	0	0	0	0	0	0	0	0	114	\$ 14,835
Task Series 1000 through 5000 Subtotal		73	31	16	0	56	222	52	0	8	22	2	482	\$ 69,325
Other Direct Costs														
Copying and Courier	"Deliverables" item under various Tasks													\$ 600
Other Direct Costs Subtotal														\$ 600
Contract Total														\$ 69,925

Labor Code Legend:

GPS: GPS Survey Crew, STCH: Survey Technician, SMGR: Survey Manager, TECH: Drafting, FE-ENG: Fann Env - Project Engineer, LE-ENG: Lyon Eng - Project Engineer, PE: Principal Engineer, INSP: Inspection, FE-CLER: Fann Env - Clerical

EXHIBIT B - CHINO PIPING RECONFIGURATION DESIGN LOCATIONS

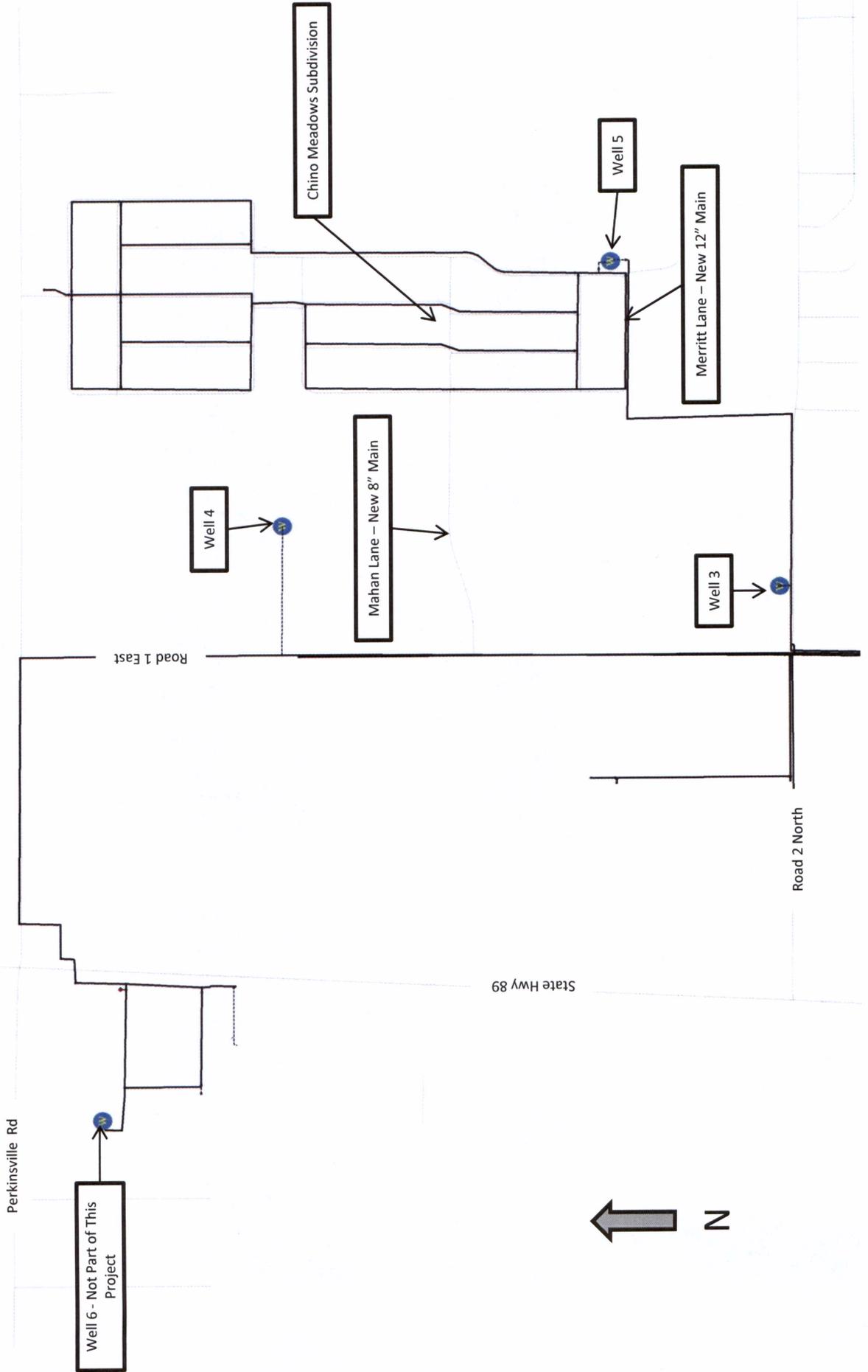
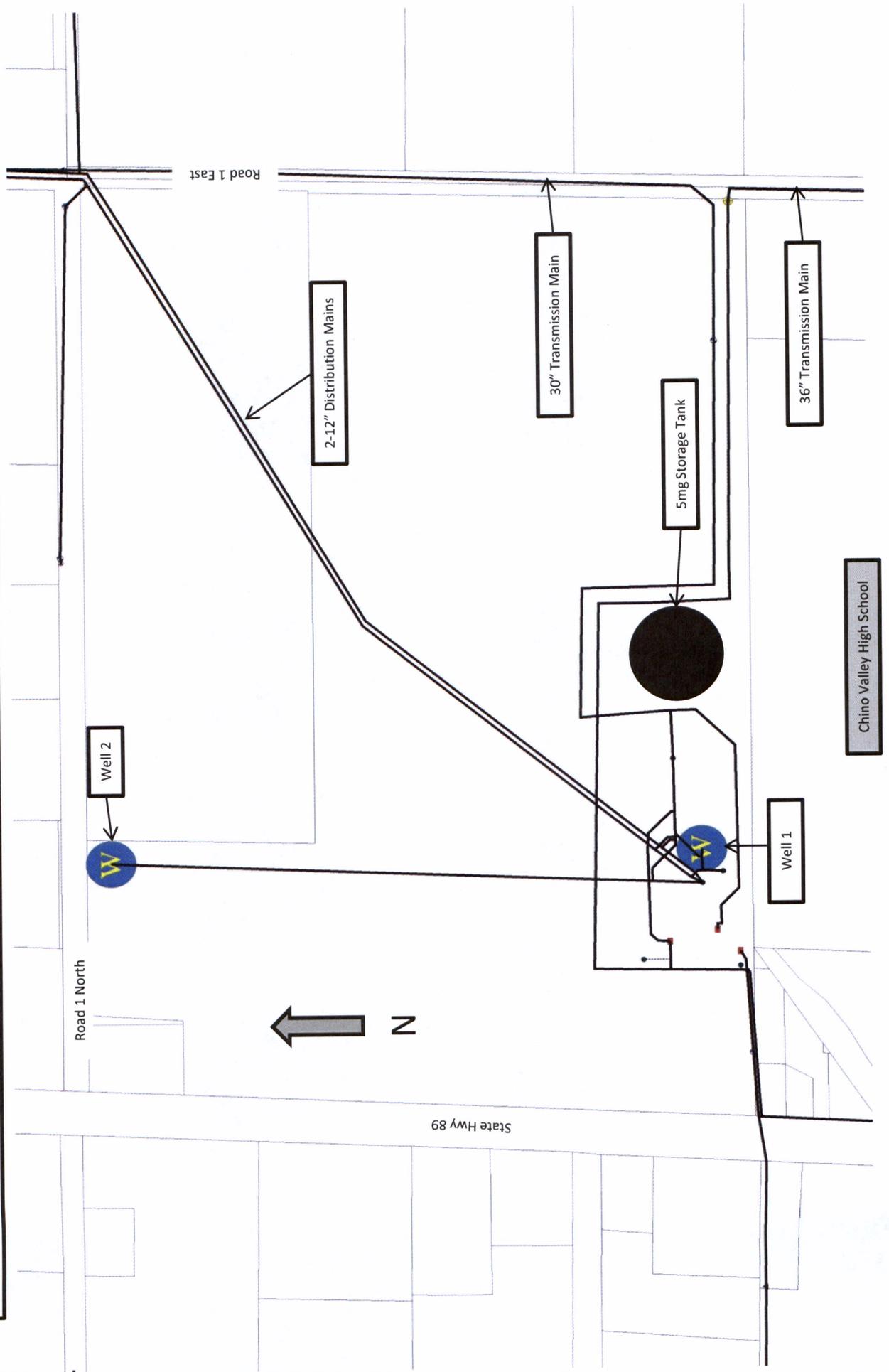


EXHIBIT C - CHINO VALLEY WATER PRODUCTION FACILITY



COUNCIL AGENDA MEMO – January 22, 2013

DEPARTMENT: Public Works

AGENDA ITEM: Purchase of a 12470V Caterpillar Standby Generator from Empire Power Systems for the Airport Water Reclamation Facility Expansion Phase I Project in the amount of \$555,732.00

Approved By:

Date:

Department Head: Mark Nietupski	1/11/2013
Finance Director: Mark Woodfill	
City Manager: Craig McConnell 	1-17-13

Item Summary

Approval of this item will authorize the purchase of a Caterpillar 2000kW 12470V Standby Generator for installation with the Airport Water Reclamation Facility (AWRF) Expansion Phase I Project. The purchase amount of \$555,732.00 is based on a cost proposal from Empire Power Systems and the 2012 National Joint Power Alliance (NJPA) bid offered nationally to public agencies. The City of Prescott is a member of the NJPA. The purchase is in conformance with the requirements of Chapter 23 Arizona Procurement Code Article 10 Intergovernmental Procurement of Arizona State Statute §41-2632.

Background

On October 23, 2012, City Council approved Amendment No. 1 to City Contract No. 2012-068 for construction of the Airport Water Reclamation Facility (AWRF) Expansion Phase I Project with PCL/Fann Environmental, a Joint Venture. The project is anticipated to be complete in Fall 2014.

During design it was determined in the City's best interest to separately purchase a new 2000 kW electrical standby generator required for the project. This approach will save an estimated \$54,000.00 resulting from avoided contractor markups including bond and insurance costs. This purchase is tax exempt under ARS 42-4051.B.19. Installation of the unit is included in the contract with PCL/Fann.

Budget

FY 13 funding is available from the Wastewater Fund for the generator purchase. The project was financed by the Water Infrastructure Financing Authority of Arizona (WIFA).

Attachments

- Exhibit A Empire Power Systems Proposal for 2000kW 12470V Standby Generator
- Exhibit B Procurement Summary

Recommended Action: MOVE to approve the purchase of a 12470V Caterpillar Standby Generator from Empire Power Systems for the Airport Water Reclamation Facility Expansion Phase I Project using NJPA pricing in the amount of \$555,732.00.



Exhibit A

EMPIRE POWER SYSTEMS

840 N. 43rd Ave
Phoenix, AZ 85009

Proposal Date: 01/09/13
Expiration Date: 2/10/2013
EPS Proposal Number: EMS0163

CITY OF PRESCOTT AIRPORT WRF EXPANSION NJPA PURCHASE

In accordance with your request, we are pleased to submit the following proposal for the above-mentioned project. Empire Power Systems proposes to furnish this equipment at the attached quoted price.

Empire Power Systems proposal is per specification sections 16232.

We will arrange for initial start-up services at no additional charge. These services include an onsite installation and operational inspection of the equipment supplied by Empire Power Systems. A summary of our basic start up scope of work is included in the attached quote document.

The initial diesel fuel required for startup services and testing **is not** included in this proposal.

Thank you for the opportunity to provide the attached quote. Empire Power Systems remains at your disposal for any additional information or assistance that you may require.

Best regards,
Empire Power Systems

Eric Salstrand
Account Manager
Direct: (602) 333-5676
Fax: (602) 333-5666
Cell: (602) 714-0549
Email: eric.salstrand@empire-cat.com

PRICING

1	NJPA Purchase of 2000kW 12470V Caterpillar Standby Generator	\$	525,090.00
1	Start Up per specification after Contractor installation	\$	12,010.00
	Generator total	\$	537,100.00
1	HVL/cc 15kV Fused Disconnect	\$	18,632.00
	Project Total	\$	555,732.00

FOB Jobsite/Prescott, Arizona – Taxes not included.

BILL OF MATERIALS

2000kW - 3516C Caterpillar Diesel Packaged Gensets

12470 Volts, 60Hz, 1800 RPM

EPA Stationary Emergency

Standby Power Application

2 Year Standard Factory Warranty

EMCP 4.2 Control Panel - Rear Mount

Local Annunciator Panel with Light

Remote Speed Adjust

Current Transformers 150:5 Ratio

Emergency Stop Pushbutton

SR4B HV Permanent Magnet Generator - 827 Frame

2/3Pitch

6-Leads

105°C Temperature Rise

Class H Insulation

Anti-Condensation Space Heater

Generator Temperature Monitoring

Starting System

HD Electric Starting Motors Dual (2)

Caterpillar Lead Acid Batteries

45A Charging Alternator

20A 480V 3Ø Input Battery Charger

Cooling Systems

43°C Unit Mounted Radiator

Low Coolant Level & High Temperature Alarm or Shutdown

(1) 240V Jacket Water Heater with Pump

Accessories

Primary Fuel Filter & Water Separator

Vibration Isolators

(3) O&M Manuals

Factory Generator Test Reports

Spare Parts



SOUND ATTENUATED ENCLOSURE

Sound Spec: 85dBA @ 23 ft (5-1/2 ft above grade)
Dimensions: 132" W X 151" H X 369" L
Intake Louvers
Doors: (4) Single 48" W X 78" H Single Seal
Exhaust: Single Exhaust Opening with Steel Weather Cover
Muffler: (2) internal roof mounted Mufflers
Paint: Primer-Intermediate-Finish Coats

UL 142 Sub Base, Double Wall, Secondary Containment

Primary Capacity: 4,000 gallons
Usable Gallons: 3,440 gallons
Low and High Fuel Level Switch
Normal Vent
Leak Detection
Tank Alarms
2" Fuel Fill Camlock Connection
Spill Containment

Electrical

(4) Light Fixtures
(2) Light Switch 3-Way
(2) Receptacle, 20A, 120VAC
(1) 5kW Heater, 208V w/ wall Mounted Thermostat
(1) Emergency Stop
(1) 100A Load Center

RESPONSIBILITIES

Contractor shall offload equipment at jobsite
Contractor shall install equipment
Contractor shall provide crane and rigging at the jobsite
Contractor shall provide any required permits

AVAILABILITY

Submittals: 1-2 weeks after receipt of Purchase Order (2 hard copies & 1 electronic copy)
Genset: 18-20 weeks after submittal approval
Switchgear: 18-20 weeks after submittal approval

The undersigned acknowledge that the preceding proposal has been read in its entirety, is understood and is hereby accepted:

Company: Empire Power Systems

Company: _____

Printed Name: Eric Salstrand

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Purchase Order: _____



TERMS & CONDITIONS

- A)** Customer is responsible for any and all installation of the equipment supplied by **Empire Power Systems**, unless otherwise specified in writing. All equipment needed to perform any loading or unloading of the equipment supplied by **Empire Power Systems** is the responsibility of the buyer.
- B)** **Empire Power Systems** limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is assumed to be supplied by others. We have detailed the equipment proposed in the bill of material. Please check it to be certain that it meets your requirements.
- C)** **Empire Power Systems** reserves the right to correct any errors or omissions. Standard warranty of the manufacturer applies. Copies are available upon request.
- D)** Contracts which include penalty or liquidated damage clauses, waivers of subrogation, or naming a third party additionally insured are not acceptable or binding on **Empire Power Systems**, unless accepted and confirmed in writing by an officer of **Empire Power Systems** at its Phoenix division office.
- E)** Unless agreed to in writing, **Empire Power Systems** will not accept purchase orders which:
- Require Empire Power Systems to pay any and all legal expenses for the purchaser in the event of a dispute
 - Require that Empire Power Systems be responsible for design work and/or guarantee that a performance standard for a system be met
 - Require completion and acceptance of the project by the owner before payment
- F)** There will be a **25%** of order cancellation fee for any orders cancelled, once placed and accepted by **Empire Power Systems**.
- G)** **Empire Power Systems'** standard and extended terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by **Empire Power Systems** in order to process your order.
- H)** **Empire Power Systems** will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by **Empire Power Systems**.
- I)** **Empire Power Systems** is a supplier of materials and related services and not a contractor. Retention is not acceptable.
- J)** Credit is subject to **Empire Power Systems**, approval at its sole discretion. This quote in no way constitutes approval of credit.

Terms and conditions of this quotation govern over any conflict between this document and customer's purchase order or other document.

EXHIBIT B

- Home
- Contract Purchasing Solutions
- Regional Programs
- Education Solutions
- About NJPA
- Contact Us
- Board of Directors
- History & Authority
- Newsletters
- Careers
- Staff

Home Page About NJPA About NJPA

About National Joint Powers Alliance

NJPA is a public agency, Member-driven service cooperative that serves over 48,000 members. NJPA offers a multitude of contracted products, equipment and service opportunities to education, government and other non-profit entities.

We offer our Members contract purchasing solutions that are leveraged nationally to enable contracted suppliers and member agencies to work smarter and more efficient as they do business with each other. NJPA does this by establishing a business and service alliance between member buyers and contracted suppliers ensuring a valued and successful national purchasing program.

Locally in Minnesota, NJPA offers regional programs for counties, cities and schools that comprise an area known as "Region 5." We successfully aid in the planning, development and provision of services in a vast array of fields, including technology, health insurance, curriculum, staff, health and safety and more.

"An Alliance Built On Trust."

NJPA's Vision, Mission & Focus

Vision:

Creating an alliance between buyers and suppliers.

Mission:

Striving to meet the needs of our Members by providing valued solutions.

Focusing on SERVICE to our Members

- Serving schools, government and all non-profit agencies.
- Exceeding Members' expectations by providing an easy, legal and cost effective procurement process.
- Realizing the value of relationships with business suppliers.
- Validating and measuring results.
- Identifying current and future needs.
- Communicating effectively with current and potential Members.
- Exploring new areas and opportunities to serve our Members.

NJPA Bylaws

Available upon request

Data Practices Procedures

Read our Data Practices Procedures

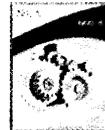
Email This Page Share This Print



Additional Navigation

- Board of Directors
- History & Authority
- Newsletters
- Careers
- Staff

About Us



Learn more "About Us."

[Download](#)

Contract Directory (GENERAL SECTION)



View our latest Contract Directory (GENERAL SECTION).

[Download](#)

Contract Directory (FLEET SECTION)



View our latest Contract Directory (FLEET SECTION).

[Download](#)

NJPA Advantage Newsletter



Read our most recent quarterly Newsletter.

[View](#)

Learn More
About NJPA
Our Board
Careers
NJPA Staff
Contact Us
Become a Vendor

Contract Solutions
Contract Purchasing
Search Contracts
Legal Authority
Procurement Process
Contract FAQs

Regional
Regional Programs
Region 5 Members
Academic Programs
Student Recognition
Early Childhood Center
Low Incidence
Health & Safety
Shared Services
Rebates

News & Events
NJPA News
News RSS Feed
NJPA Newsletter
Newsletter Request

Join NJPA
Member Benefits
Become A Member
Contact NJPA

888-894-1930 info@njpacoop.org 202 12th Street NE, P.O. Box 219, Staples, MN 56479
© Copyright 2012 National Joint Powers Alliance Minnesota Web Design

NJPA Interpretation

The statute authorizes "public procurement units" to participate in cooperative purchasing agreements like those established by NJPA. The State's definition of public procurement unit includes cities, counties, and school districts.

NJPA is not attorney law firm and is not qualified to give legal advice. The information contained in our website and other media are provided for informational purposes only and cannot be considered legal advice. Any conclusions drawn by our members based on the information provided shall be arrived at by the Member.

Member ID	Application Name	Address	City	State	Zip	Original Member Date	Member Entry
27,956	CITY OF POST FALLS/N/PA	408 N SPOKANE ST	POST FALLS	ID	83854	11/20/2009	City
2,396	City of Pottsboro	528 Hwy 120F	Pottsboro	TX	75076	11/30/2005	City
38,648	City of Poulan	City Streets	Poulan	GA	31791	8/31/2010	City
27,957	CITY OF POWDER SPRINGS /N/PA	46/4484 MARIETTA ST	POWDER SPRINGS	GA	30127	11/23/2009	City
6,646	City of Powers Lake	P.O. Box 198	Powers Lake	ND	58773	3/3/2005	City
28,894	City of Powhatan	104 Mellett Street	Powhatan	OH	43942	1/31/2010	City
69,698	City of Prairie Grove Arkansas	PO Box 255	Prairie Grove	AR	72753-0000	6/1/2012	City
19,756	CITY OF PRAIRIE VILLAGE/N/PA	7700 MISSION RD	PRAIRIE VILLAGE	KS	66208	2/19/2008	City
35,028	City of Prescott	P.O. Box 2059	Prescott	AZ	86303	8/16/2007	City
18,210	CITY OF PRESCOTT	800 Borner Street N	Prescott	WI	54021	8/16/2007	City
56,547	City of Preston	215 East 2nd Street South #104	Preston	AR	718572136	6/16/2011	City
39,244	City Of Preston	70 W Oneida	Preston	ID	83263	9/23/2010	City
21,022	City of Princess Anne	30489 BROAD ST	PRINCESS ANNE	MD	21853	8/27/2008	City
2,397	City Of Princeton	31 W. State Street	Princeton	IN	47670	12/31/2002	City
49,926	City of Princeton	2 South Main St	Princeton	IL	61356	9/8/2011	City
35,029	CITY OF PRINCETON WV/N/PA	100 COURTHOUSE RD	PRINCETON	WV	24740	5/31/2009	City
61,603	City of Pineville	387 NE Third Street	Pineville	OR	97754-0000	2/2/2012	City
71,720	City of Pineville	387 NE Third Street	Pineville	OR	97754-0000	7/17/2012	City
25,004	City of Proctor	100 S. Plank Drive	Proctor	MN	55810	3/31/2009	City
17,973	City of Prospect Heights	14 E. Camp McDonald Road	Prospect Heights	IL		11/27/2007	City



Cooperative Purchasing in Arizona is authorized by the Arizona Procurement Code (rev 2006).

Statute:

**Chapter 23 Arizona Procurement Code
ARTICLE 10 INTERGOVERNMENTAL PROCUREMENT
§ 41-2632. Cooperative purchasing authorized**

A. Any public procurement unit [county, city, school district, etc.] may either participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services or construction with one or more public procurement in accordance with an agreement entered into between the participants. A nonprofit educational or public health institution may enter into an agreement pursuant to this section if one or more of the parties involved is a public procurement unit

F. Parties under a cooperative purchasing agreement may:

1. Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services or construction.
2. Cooperatively use materials or services.
3. Commonly use or share warehousing facilities, capital equipment and other facilities.
4. Provide personnel, except that the requesting public procurement unit shall pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.
5. On request, make available to other public procurement units informational, technical or other services or software that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational, technical or other services or software has the right to request reimbursement for the reasonable and necessary costs of providing these services or software.

COUNCIL AGENDA MEMO – January 22, 2013
DEPARTMENT: Finance
AGENDA ITEM: Adoption of Ordinance No. 4847-1304, authorizing debt issuance through the Water Infrastructure Finance Authority of Arizona (WIFA) for the Zone 12, Zone 19, and Zone 27 water system reservoir projects, and declaring an emergency

Approved By:	Date:
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	1-4-13

Summary

At their September 25, 2012, meeting, Council authorized application to the Water Infrastructure Financing Authority of Arizona (WIFA) for the financing of Zone 12, Zone 19, and Zone 27 water system reservoir projects. On December 19, 2012, the WIFA Board approved the loan application and awarded \$2,034,200 of "forgivable principal" (effectively an outright 100% grant) based on City capital planning to resolve system deficiencies and the Council's willingness to set user rates sufficient to cover the capital needs. These funds are part of the federal grants that WIFA receives to assist communities with "fix it first" projects focusing on repair, replacement and upgrade of existing infrastructure.

This award by WIFA brings the total that the City has received from WIFA in forgivable principal over the last three year to \$8.1 million. This assistance from WIFA, in addition to the below market financing rates, has facilitated the ongoing rehabilitation of the City's utilities systems.

Item

The attached ordinance is to authorize the loan in the amount of \$15,921,582 (\$2,034,200 in forgivable principal) and identify the Mayor as the authorized representative of the City to execute the loan documents. This is a twenty year loan, with the rate dependent on market levels when it closes later this month. The rates WIFA charges are subsidized; the final rate is expected to be in the range of 3 to 3.5%.

To enable the loan to be completed in a timely manner, the ordinance includes the emergency clause. The loan documents are available for review in the Finance Department.

Budget

This loan will be repaid from water user rates and water system development impact fees.

Recommended Action: MOVE to adopt Ordinance No. 4847-1304 and declaring an emergency.
--

ORDINANCE NO. 4847-1304

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA FROM ITS DRINKING WATER REVOLVING FUND PROGRAM; DELEGATING THE DETERMINATION OF CERTAIN MATTERS RELATING THERETO TO THE BUDGET/FINANCE DIRECTOR OF THE CITY; PROVIDING FOR THE TRANSFER OF CERTAIN MONEYS AND MAKING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT THERETO; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY SUCH LOAN AGREEMENT AND THIS ORDINANCE AND DECLARING AN EMERGENCY

WHEREAS, the City of Prescott, Arizona (the "City"), has heretofore applied to the Water Infrastructure Finance of Arizona (the "Authority"), for a loan (the "Loan") from the Authority's Drinking water Revolving Fund Program to provide funds for resolving the capacity deficiencies in Zones 12, 19 and 27 of the water production and distribution system of the City by constructing three reservoirs along with associated water mains and pump stations and the payment of the City's proportionate share of expenses of administering the Authority's Drinking water Revolving Fund Program and any bonds issued by the Authority with respect thereto (collectively, the "Project"); and

WHEREAS, the terms and conditions under which the Loan will be made and the obligations of the City with respect to the Loan will be set forth in a loan agreement to be executed and delivered by the City and the Authority (the "Loan Agreement"); and

WHEREAS, the Loan and the loan repayments payable by the City pursuant to the Loan Agreement (the "Loan Repayments") will be secured by a pledge of the net revenues of the City's complete drinking water plant and system (the "Source of Repayment"); and

WHEREAS, the Mayor and Council of the City have determined that it will be beneficial to the citizens of the City to enter into and to perform the Loan Agreement, whereby the City will borrow not to exceed \$16,000,000 from the Authority; and

WHEREAS, the Loan shall be repaid on or before thirty (30) years from the date of the execution and delivery of the Loan Agreement and the Loan shall bear interest at a rate not to exceed five percent (5%) per annum; and

WHEREAS, there has been placed on file with the Clerk of the City and presented at the meeting at which this Ordinance was adopted the proposed form of the Loan Agreement;

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

Section 1. The form, terms and provisions of the Loan Agreement, in the form of such document (including the exhibits thereto) presented at the meeting at which this Ordinance was adopted are hereby approved, with such insertions,

ORDINANCE NO. 4847-1304

omissions and changes, not inconsistent with the application of the City to the Authority or the requirements of the federal government or the Authority, as shall be approved by the Budget/Finance Director of the City, the execution of such document being conclusive evidence of such approval, and the Mayor or, in the absence thereof, the Vice Mayor of the City and the Clerk of the City are hereby authorized and directed, for and on behalf of the City, to execute and attest and deliver, respectively, the Loan Agreement.

Section 2. For the payment of the principal of and interest on the Loan, the City shall pay the Loan Repayments provided for in the Loan Agreement. The City shall also pay all other amounts required to be paid by the City pursuant to the provisions of the Loan Agreement.

Section 3. The obligation of the City to pay the Loan Repayments provided for in the Loan Agreement as well as to make the other payments provided for in the Loan Agreement is limited to payment from the Source of Repayment which is pledged therefor pursuant to the Loan Agreement, and the obligations of the City pursuant to the Loan Agreement shall not constitute nor give rise to a general obligation of the City or any claim against its *ad valorem* property taxing powers, or constitute an indebtedness within the meaning of any statutory or constitutional debt limitation applicable to the City.

Section 4. The appropriate officials and officers of the City are hereby authorized and directed to take all action necessary or reasonably required to carry out, give effect to and to consummate the transactions contemplated by the Loan Agreement and by this Ordinance, including, without limitation, the execution and delivery of any closing and other documents reasonably required to be delivered in connection therewith.

Section 5. If any section, paragraph, subdivision, sentence, clause or phrase of this Ordinance is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Ordinance. The Council of the City hereby declares that it would have adopted this Ordinance and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the execution and delivery of the Loan Agreement pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Ordinance may be held illegal, invalid or unenforceable. All ordinances, resolutions or parts thereof, inconsistent herewith, are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any ordinance or resolution or any part thereof.

Section 6. All actions of the officers and agents of the City including the Mayor and Council of the City which conform to the purposes and intent of this Ordinance and which further the execution and delivery of the Loan Agreement as contemplated by this Ordinance, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Ordinance.

Section 7. All acts and conditions necessary to be performed by the City or to have been met precedent to and in the execution and delivery of the Loan Agreement in order to make it a legal, valid and binding obligation of the City will at the

ORDINANCE NO. 4847-1304

time of delivery of the Loan Agreement have been performed and have been met, in regular and due form as required by law, and no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the execution and delivery of the Loan Agreement.

Section 8. All formal actions of the Mayor and Council of the City concerning and relating to the passage of this Ordinance were taken in an open meeting of the Mayor and Common Counsel of the City, and all deliberations of the Mayor and Council of the City and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 9. The immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health and safety of the residents and citizens of the City for the reason that the execution and delivery at the earliest possible date of the Loan Agreement is urgently needed to secure the lowest possible interest cost to the City at the earliest possible time; an emergency is, therefor, declared to exist, and this Ordinance is enacted as an emergency measure and shall be in full force and effect immediately upon its passage and adoption by the Mayor and Council of the City of Prescott, Arizona, as required by law, and it is hereby exempt from the referendum provisions of the Constitution and the laws of the State of Arizona and the Charter of the City.

Section 10. After the execution and delivery of the Loan Agreement and upon receipt of the Loan from the Authority, this Ordinance shall be and remain irrevocably until the Loan and the Loan Agreement and the interest thereon shall have been fully paid, cancelled and discharged.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Yavapai County, Arizona, this 22nd day of January, 2013.

MARLIN D. KUYKENDALL
Mayor of the City of Prescott

ATTEST:

APPROVED AS TO FORM:

LYNN J. MULHALL
City Clerk

JON M. PALADINI
City Attorney

ORDINANCE NO. 4847-1304

CERTIFICATION

I hereby certify that the foregoing Ordinance No. _____ was duly passed and adopted by the Mayor and the Council of the City of Prescott, Arizona, at a meeting held on the 22nd day of January, 2013, and the vote was _____ ayes and _____ nays and that the Mayor and _____ Council members were present thereat.

City Clerk

COUNCIL AGENDA MEMO – January 22, 2013	
DEPARTMENT:	City Manager
AGENDA ITEM:	Supplemental Benefit Plan for Public Safety Personnel Retirement System Employees

Approved By:		Date:
Deputy City Manager:	Alison Zelms	January 11, 2013
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell <i>Craig McConnell</i>	1-15-13

Item Summary

This is an update regarding the Supplemental Benefit Plan currently in place mandated by House Bill (HB) 2643. The legislative purpose for the Plan was to provide, on a pilot program basis, full pay and credited pension service to public safety employees during the time they are unable to work due to an on the job injury.

Subsequent to Council discussion on July 24, 2012, a City plan was enacted which will cease as of February 2, 2013.

Background

The City Supplemental Benefit Plan is applicable to all full-time City employees who are members of the Public Safety Personnel Retirement System (PSPRS). The Plan provides enhanced economic benefits to qualifying employees who are injured while on duty and receiving worker’s compensation. The legislation, which automatically sunsets on September 30, 2014, only required provision of these benefits for an initial six month period which, as mentioned above, expires on February 2, 2013.

Key provisions of the legislation listed below were incorporated into the City Plan:

- Applies only to full-time PSPRS employees
- Applicable only when an employee is receiving worker’s compensation benefits
- The City must
 - continue to pay the employer-funded portions of the health care plan (the City does this regardless)
 - pay the employee at approximately the same, pre-injury base salary minus applicable taxes (the City is responsible for the monetary difference between worker’s compensation and the base salary)
 - pay both the employee's and employer's PSPRS pension contributions (the City incurs the additional employee rate for

Agenda Item: Supplemental Benefit Plan for Public Safety Personnel Retirement System Employees

pension, and adjusts salary accordingly, and employee continues to accrue retirement service credit)

- o not deduct time from preexisting leave balances

The employee is required to meet the City's worker's compensation eligibility criteria, including light duty testing, and to apply for the benefit. In addition, the legislation mandates that employees may not accrue additional leave time while receiving the supplemental benefit.

Additionally, the City prescribed the following causes to render an employee ineligible for benefits if the injury results from or is worsened in whole or part by:

- Horseplay
- Unapproved physical activities, as defined by department policy
- Intentional misuse of tools or equipment
- Any form of dishonesty surrounding the cause of injury
- Any form of gross negligence committed by the employee

The legislation allows the Plan to be extended beyond the minimum six month pilot program duration, however, this is not being recommended at the local level. Should the Legislature wish to make this a permanent program, it should be applied as a statewide policy.

The supplemental benefit increases City costs from 66.66% of salary to 100% of salary. Under the City's prior benefit system, affected employees have the following options:

- Utilize up to 40 hours (56 hours for fire shift employees) annually of industrial leave for periods when worker's compensation is not available
- Make up the difference in salary, when away from work and eligible for worker's compensation, by using a portion of PTO or banked vacation/sick/compensatory leave time
- Return to light duty (if available and the employee is medically able)
- Receive reduced salary (66.66%), which is taxed at a lower rate
- Waiver worker's compensation for time away from work and utilize accrued time off

The employee does not receive service credit toward pension while not working, unless worker's compensation payment for time away from work (not medical costs) is waived and accrued time off is used.

Agenda Item: Supplemental Benefit Plan for Public Safety Personnel Retirement System Employees

Experience

Only one eligible claim has occurred to date during the pilot program. The employee chose to not apply for the supplemental benefit, and is currently working in a light duty capacity until medically cleared to go back to regular duty.

Based on typical experience since 2008/2009, the Police Department would on average have 2.5 eligible claims per year resulting in time away from work, and the Fire Department would have 5 eligible claims per year resulting in worker's compensation eligibility for time away from work. This means that in a typical year, 7.5 employees would be eligible for the supplemental benefit. If light duty is not an option, then while eligible for worker's compensation and not able to return to regular duty, the City would pay 100% of their salary, or 33.33% more than in the past, with no impact to the employee's accrued leave time. In addition, the City continues to incur the cost to back-fill, typically through overtime, to augment staffing levels for the employee who is not working. Time lost from work varies based on the type of injury.

Attachments

- Administrative Regulation on Supplemental Benefit Plan for Public Safety Employees

Recommended Action: Action is not required; the pilot program will cease February 2, 2013.

Supplemental Benefit Plan for Public Safety Employees

	CITY OF PRESCOTT, AZ Administrative Regulation SUPPLEMENTAL BENEFIT PLAN FOR PUBLIC SAFETY EMPLOYEES	
	Approving Official: <i>Craig McConnell</i> Craig McConnell, City Manager	Effective: August 2, 2012 through February 2, 2013

I. Purpose

The purpose of this Supplemental Benefit Plan for Public Safety Employees is to meet the requirements of A.R.S. § 38-961, mandating the provision of additional economic benefits to sworn Police and Fire Officers who are injured in a duty status and eligible for a specific category of workers' compensation benefits. The benefit is only related to eligible injuries that occur between August 2, 2012 and February 2, 2013, which is the effective period for this plan.

II. Eligibility

The City of Prescott (hereinafter "City") has sole discretion to determine eligibility of an employee to participate or continue in this supplemental benefit plan for full-time public safety employees who are enrolled in the Arizona Public Safety Personnel Retirement System ("PSPRS").

To be eligible for supplemental benefits initially, and to continue in the plan as described in this policy, the employee must meet all of the following criteria:

- A. Be a full-time public safety employee enrolled in PSPRS at the time of injury.
- B. Be injured and eligible for workers' compensation benefits pursuant to A.R.S. § 23-1021.
- C. Be receiving workers' compensation lost-time wage replacement benefits pursuant to A.R.S. § 23-1021, § 38-961 and related statutes.
- D. Make a written request for supplemental benefits, addressed to the City Human Resources Department as described in this policy, within thirty (30) days of receiving first payment of workers' compensation lost-time wage replacement benefits pursuant to A.R.S. § 23-1021, § 38-961 and related statutes.
- E. Follow all other procedures for requesting benefits as outlined in this policy.
- F. Be unable to return to work for the City in any capacity, including light duty assignments as determined by the City and as supported by the employee's physician or an independent medical exam (IME) ordered by the City. The employee's inability to work in a capacity assigned by the City, including inability to work light duty assignments, must be supported by appropriate medical documentation in order for the employee to remain eligible under this supplemental benefits plan.

- G. Remain a full-time City employee during the time period the employee is receiving the supplemental benefits.

An employee will be ineligible for benefits under this plan, regardless of any other determination under workers' compensation or any other benefit, if the employee's injury results from or is worsened in whole or part by:

- Horseplay;
- Unapproved physical activities, as defined by department policy;
- Intentional misuse of tools or equipment;
- Any form of dishonesty surrounding the cause of injury;
- Any form of gross negligence committed by the employee.

III. Benefits

All benefits under this plan will be provided while the employee meets all eligibility criteria, for a period not to extend beyond February 2, 2013, while the employee receives payments of workers' compensation lost-time wage replacement benefits pursuant to A.R.S. § 23-1021, § 38-961 and related statutes. Approval of an employee for this plan is at the sole discretion of the City.

The supplemental benefit plan may be extended for an additional six month time period at the sole discretion of the City. In no case will plan benefits be offered for more than a period of one year. Benefits under this plan include:

- A. Payment by the City of the difference in salary (or hourly rate, as applicable) between the employee's base salary pre-injury, less taxes, and the workers' compensation benefit paid to the employee.
- B. Continued payment by the City of the employer's portion of premium for health care benefits as is paid for other similarly enrolled employees. The employee remains responsible for paying the same portion of his/her health care benefits as was paid pre-injury and/or as is paid by similarly enrolled employees.
- C. Payment of both the employer and employee contributions to the PSPRS based upon the employee's pre-injury salary.
- D. Credit for service in the public safety retirement plan at the same accrual rate as pre-injury.
- E. Maintenance of accrued leave balances at pre-injury level, including sick and vacation leave, and/or Paid Time Off ("PTO").
- F. No PTO will accrue while a qualified employee is participating in this Supplemental Benefit Plan.

To the extent the employee is otherwise eligible for and receives changes in salary or benefits while receiving the supplemental benefits under this plan, said supplemental benefits will be adjusted accordingly. For example, if all employees are provided automatic salary adjustments

as part of the annual budget process, the employee will receive benefits under this plan based on his/her new adjusted salary as he/she would if not injured. Such adjustments may result in a lesser benefit to the employee, e.g., if during the benefit period under this plan the City changes employer health care benefits contributions from 80 percent to 70 percent, the employee may be required to pay additional premiums as would any other similarly situated employee.

NO DOCUMENTATION