AGENDA

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, APRIL 9, 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** Reverend Julia McKenna-Johnson, Pastor, Each One Reach One

- **PLEDGE OF ALLEGIANCE**: Councilman Blair

- **ROLL CALL**:

MAYOR AND CITY COUNCIL

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

- **PRESENTATION**

A. Robert Luzius – Invitation to U.S.G.S. Rollout of NARGFM

- **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.

A. Approval of the minutes of the Prescott City Council Caucus of March 19, 2013; Special Meeting of March 26, 2013; and Regular Meeting of March 26, 2013.

B. Approval of a Professional Services Agreement with Otwell Associates Architects for architectural and other related services for the Fire Administration Building remodeling project in an amount not to exceed $19,000.00 (City Contract No. 2013-159).

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

II. REGULAR AGENDA

A. Appointment of members to the Fire Board of Appeals.

RECOMMENDED ACTION:

Appointments

MOVE to accept the Council Appointment Committee recommendation to re-appoint Judy Haley as member and Chair of the Fire Board of Appeals with a term to expire March 2016, and appoint Michael Broggie with a term to expire March 2014.

Administration of the Oath of Loyalty

Following the approval of the appointments the City Clerk will administer the Oath.

B. Public hearing for proposed adoption of Resolution No 4167-1328 calling the Alternative Expenditure Limit – Home Rule Election at the August 27, 2013, City primary election.

RECOMMENDED ACTION: Move to close the public hearing.

C. Approval of Arizona Municipal Risk Retention Pool ("AMRRP") Third Amended and Restated Membership Agreement (City Contract No. 2013-158).

RECOMMENDED ACTION: MOVE to approve the Restated Membership Agreement with AMRRP to provide liability and workers' compensation insurance coverage (City Contract No. 2013-158).

D. Approval of Preliminary Plat PP12-001 and associated Water Service Agreement WSA13-001 (City Contract No. 2013-150) for the Madison Park Cottages, a six lot single-family Planned Area Development

subdivision. Zoning: Multifamily, Medium Density; Owner: Habitat for Humanity. .

***RECOMMENDED ACTION*: Two alternative motions are provided for Council consideration:**

(1) MOVE to approve Preliminary Plat PP12-001 and WSA13-001 (City Contract No. 2013-150) inclusive of the P&Z Commission recommended conditions, but excluding the off-site street improvements to Meany Street.

OR

(2) MOVE to approve Preliminary Plat PP12-001 and WSA13-001 (City Contract No. 2013-150) inclusive of the P&Z Commission recommended conditions with the alternative street improvements as described in the Engineering Division report (Attachment 9), and addition of a new fire hydrant at the corner of Short and Meany Streets.

E. ORDINANCE 4855-1312, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING PRESCOTT CITY CODE TITLE 5, CHAPTER 5-10 REGARDING AGGRESSIVE SOLICITATION AND DELETING IN ITS ENTIRETY TITLE 5, CHAPTER 5-11 REGARDING SOLICITATIONS PROHIBITED IN CERTAIN AREAS.

RECOMMENDED ACTION*: *MOVE to* adopt Ordinance No. 4855-1312*.

F. Approval of a professional services agreement with Kelley/Wise Engineering, Inc., to provide engineering services for the Blackhawk Subdivision Drainage Improvements Project in an amount not to exceed $108,437.00 (Yavapai County Flood Control District funded. City Contract No 2013-160).

RECOMMENDED ACTION*: *MOVE to approve a professional services agreement with Kelley/Wise Engineering, Inc., to provide engineering services for the Blackhawk Subdivision Drainage Improvements Project in an amount not to exceed $108,437.00 (*City Contract No. 2013-160*).

G. Approval to purchase Juniper network switches from CenturyLink using State contract pricing in an amount not to exceed $118,000.

RECOMMENDED ACTION*: *MOVE to approve the purchase of Juniper Network switches from CenturyLink using State contract pricing in an amount not to exceed $118,000.00.

H. Ratification of emergency purchase of one (1) each Rice Lake low profile truck scale from Town & Country Scale Company, Inc., in the amount of $49,957.90.

***RECOMMENDED ACTION:* MOVE to ratify the emergency purchase of one (1) each Rice Lake low profile truck scale from Town & Country Scale Company, Inc., in the amount of $49,957.90.**

I. Legislation

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

III. ADJOURNMENT

EXECUTIVE SESSION

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

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

Confidentiality

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

CERTIFICATION OF POSTING OF NOTICE

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

_____
Lynn Mulhall, MMC, City Clerk

PRESCOTT CITY COUNCIL
CAUCUS
TUESDAY, MARCH 19, 2013
PRESCOTT, ARIZONA

MINUTES OF THE CAUCUS OF THE PRESCOTT CITY COUNCIL HELD ON MARCH 19, 2013, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ CALL TO ORDER

Mayor Kuykendall called the meeting to order at 1:00 P.M.

◆ ROLL CALL

Present:	Absent:
Mayor Kuykendall	None
Councilman Arnold	
Councilman Blair	
Councilman Carlow	
Councilman Kuknyo	
Councilman Lamerson	
Councilman Scamardo	

I. DISCUSSION ITEMS

A. Airport - vision/strategies, area economic development focus, facilities, and operations

Craig McConnell, City Manager, using a PowerPoint presentation, gave an overview of the airport area economic development, including vision and implementation.

Mr. McConnell pointed out the advantages of the airport area:

- Location
- Pioneer Park Sports Complex
- Well developed infrastructure
- SR 89 Widening
- Continuation of major investment in utilities
- Airport itself – major asset
- Embry-Riddle Aeronautical University – major asset
- Antelope Hills 36 holes of golf – major asset
- Yavapai Regional Medical Center – major asset

Mr. McConnell also presented:

- New steps in approaching, setting up, and achieving the vision
- What does it take to achieve beneficial economic development?
- Laying the groundwork
- Quantifying the benefit of economic development to Prescott
- A sample analysis (presented in 2011) related to high tech development and the general fund.
- Estimated new additional revenue to the City

It would be accurate to conclude that an economic development program must be finely focused, and actively and consistently executed according to a well thought out business plan.

Moving ahead includes:

1. Annexations
2. Essential air service
3. Recruitment of Economic Initiatives Director
4. FY 14 budget – operations and maintenance as well as infrastructure preservation and development
5. Airport Master Plan Update

The objective is to review what we have talked about, hit high points and come away with some specifics. We believe we need an Economic Development Director. We need to look at this on a larger scale with a broader perspective.

Councilman Blair said the golf course needs to be part of the planning.

- We need to get past a failing golf course
- We need to service needs of visitors and residents
- We need to combine golf course with airport in economic development
- We need a convention center in Prescott. We need to focus on that area and put on it on the fast track.

Councilman Carlow said he agrees; public/private partnerships are important. He sees this all happening in phases. All issues have to be addressed. We can come up with a vision. We know we want to head this way. Do we want an airport expert or an economic development expert?

Councilman Scamardo said the vision needs to be well laid out. What do we want to see twenty years from now? What are the plans of Embry-Riddle? He does not like to associate the word "rural" with Prescott. We are a standard metropolitan area. Education is important. We need to have a basic plan in place. The redevelopment of the golf course is a great possibility.

Councilman Arnold said we need to set a policy for city wide economic development. If we don't have a general plan, then we may find ourselves focusing on one area of town

rather than city wide. Is the city's economic development policy good for the city? He said he would really like to see an economic development vision, city wide, heavily focused where we will have the highest impact. What is Council's vision for economic development city wide?

Councilman Lamerson said we have spent millions of dollars preparing for what the airport offers the entire region. Our airport is one of the biggest assets in Yavapai County. We need a business retention master plan. We need to concentrate on the entire community. Targeting an airport area is a good strategy. With the proposed annexations we may be able to do more. Everything is there to move forward. The sooner we come up with a concept of what we want to do and how we want to get there the better off we are.

Councilman Kuknyo said he is glad Council is having this conversation. There is no vision right now. No one is working on it. When we develop the vision we can't let it get in the way of the private sector. The team: there is so much talent in this community. Are there retired people in the community who would get together to help us come up with a plan. Strategic planning is good. We have to know what we want to go after. We need to target who we want to come. Councilman Kuknyo suggested that we contact businesses in states that are outlawing gun manufacturing and tell them to come to Prescott. If aerospace comes through we need to decide what to do with the Ernest Love building. We have to look at our assets. What do we have? We have altitude. Can we identify what we have that other places don't have? Remember the 3 pieces. Are we making it easy to do business here? We need to talk to other cities regionally so we can help each other.

Mayor Kuykendall said this is a long time coming. The airport has grown internally. The infrastructure has continued to grow. The City has been spending its share to make it happen. The terminal today was there in 1955 and it has not changed much. It is still usable. We need to give thoughts to improving several areas. We have a golf course wrapped around the airport. We are at a point that we need to look and see what is next. Our successes in economic development over the past years are because we have assets here. We are bringing more people to town. The airport is important but it is the area that has the opportunities. We have a road system - 89A is funneling a tremendous amount of traffic into Prescott. Highway 89 will come into play. A road system to the west of 89 will come into play. This is an area ripe for development. We need to be able to adjust our development to accept what we are trying to do. We are on target. Nothing happens tomorrow. If we are moving well in five (5) years we stand to see tremendous results.

Councilman Blair suggested that a comment be made to ADOT, for a pedestrian walkway underneath the road and link the annexation area and involve Embry-Riddle.

DIRECTION: None

B. Essential Air Service (EAS) Proposals

Jeff Tripp, Airport Manager, presented. The FAA solicited and opened proposals and asked the City of Prescott for essential air service in Prescott by the 29th of March.

Mr. Tripp said we have received three proposals to provide airline service for the next two-years, EAS contract period starting on May 1, 2013.

1. Great Lakes Aviation
2. SeaPort Airlines, Inc.
3. Sovereign Air, Inc.

Council discussed:

- Routes
- Reliability of Great Lakes Aviation
- Direct flights to Phoenix
- What happens if we don't participate
- Limited baggage

Mayor Kuykendall said the guidelines are set up by the FAA when they advertise for these bids. They determine the routes and schedules. They tell us we need the service and then tell us what we will get. This is federal money. We need to provide input into the process. We need to get our ducks in a row. The owner of Great Lakes was here a few weeks ago. Sometimes the airplanes don't fly on time and sometimes they don't fly at all. They have a limited number of planes. We have gotten a promise that we will get the best service. We don't have an opportunity to provide input. But, we are not writing the check.

Mr. Tripp said if we don't have essential service at our airport it compromises the dollars we get from the FAA. We would lose some clout for funding and it would also impact us on the state side. We compete with all the airports in the state. Now we compete for about 40% and that would drop to 20%.

DIRECTION: Place item on the agenda for the 26th of March. There is support for the Great Lakes proposal.

C. False Alarm Ordinance

Mr. McConnell said Councilman Blair requested this item. Councilman Blair said he has had several phone calls from residents. He announced he invited Suzanne Springer to the meeting and she is in attendance. Councilman Blair said violators get two free warnings and the third time a fine is issued. He feels the clock should start over if the resident has done their due diligence. When do we reset? Annually? When a resident provides proof that the problem was taken care of, can't we be more flexible?

Deputy Chief Reinhardt said responding to alarms is a top priority. Since the ordinance went into effect there has been a 28.8 percent decrease in false alarms. Two officers are sent for each call.

Councilmen discussed:

- The current process
- What the City does to prevent false alarms
- Roles and responsibilities of the alarm companies
- Public outreach
- How a person appeals the fine
- The appeal process and what it means
- What constitutes a false alarm – alarms set off by wind or animal
- Impact of two officers responding to a false alarm

Deputy Chief Reinhardt answered the questions. He reported the cycle is a rolling twelve month period. Approximately 98.7 percent of alarm calls are considered false alarms.

Ms. Springer, a local resident and owner of True Value, was invited to the table to speak. She explained that she has tried hard to get alarms fixed when she is made aware of problems. She has done her due diligence. She hesitates to call the police now because she is up to $900 for her next fine. She is concerned that she is checking out a 3,000 sq ft warehouse at 2:00 A.M. by herself. The rolling fine makes it impossible for her. If it could be an annual then she can call the police.

Councilman Arnold sympathized and said we need to find a balance. He understands her issue, but is it the taxpayer's responsibility to fund false alarms? Maybe the answer is to evaluate the rolling and the fixed calendar year cycle.

Deputy Chief Reinhardt introduced Tommi Dow, Public Safety Specialist, who said crime prevention offers a free evaluation. She deals with thousands and thousands of situations. She assured Council that information, including prevention tips and appeals process, is given to everyone. She works with the alarm companies. She said she can't force people to read the material she provides.

DIRECTOR: Council said they do not require a Workshop on this topic.

II. REPORTS

A. Legislative Update

Mel Preston, Communications and Public Affairs Manager, gave an update.

III. IDENTIFICATION OF ITEMS FOR FUTURE CAUCUS MEETINGS

A. Council Identified Items

No items were identified.

Councilman Arnold said he felt the airport presentation tonight was more of a Workshop item and the Alarm discussion more of a Caucus item. He feels the Caucus agenda should be Council generated items. This way we can determine if we need a Workshop for further discussion.

His comments generated a discussion between Councilmember's on the merits of a Caucus and the difference between a Caucus and a Workshop.

Councilman Lamerson said he thought the Caucus was going to be Council driven. He thought it would be informal and not have items listed on an agenda. What is the purpose of the Caucus? He said he feels the public has a right to hear the discussion at the meeting. A lot of good information was given today.

Councilman Kuknyo said if there are key topics it gives other Councilmen an opportunity to think about it and discuss. We are defining what this type meeting is. We need to keep this around.

Councilman Blair said he likes that Council can suggest topics for the agenda. Having an item listed on the agenda gives the City Manager time to prepare. He feels everything should be driven by Council and not staff. He agrees that the airport presentation should have been a Workshop session.

Mr. Paladini said the rules of a Caucus are more lenient then a Workshop. It only takes one councilman to suggest a topic for the Caucus agenda. It allows for a more informal discussion and then determining if a Workshop is needed. Agenda items have to be specific. If you want to talk about an issue you must have it listed on the agenda. You can't take action, but, you may direct staff to do or not do something. You are not taking any formal legal action. You can have broad discussion, airing out opinions and viewpoints, for a Caucus. If it is a single issue and you are seeking a presentation by staff, that might be best for a Workshop.

What is it you really want to talk about? Do you want stakeholders to attend or listen or watch? You are getting general direction of where you want to go in a Caucus. At the next level, a Workshop, you will be more specific and take specific action.

Mayor Kuykendall asked the Attorney about public nuisance issues at the Courthouse and how Council could handle these issues. Mr. Paladini said this forum is for discussion amongst Council and does not require the formal presentation from staff. A Workshop is for seeking a more formal presentation by staff. Mr. Paladini suggested a joint meeting with the County. If an item involves several departments, a Caucus would be the most appropriate place for discussion and would eliminate the need for several single department presentations.

Mayor Kuykendall said our goal is to inform the public. Are we shorting the public today for not letting them share in this information?

Councilman Arnold reported the City of Phoenix uses this format and televises to the public. Can Access 13 do this? We are not trying to hide anything.

Councilman Arnold said he likes the Caucus. This is an avenue to discuss things that might not rise to a Council Workshop. He said he has no problem having the Caucus on TV. Councilman Kuknyo said this is a good way to communicate in a transparent way. He supports turning the cameras on. This setting allows us each to talk and we are not subject to pushing a button to speak. He called attention to the positive results; the parking garage is done.

Councilman Scamardo asked if this is going to be a fixed schedule. Do we have enough items to have an agenda every month? Councilman Carlow said we should only have a Caucus if we have items that meet the criteria of a Caucus.

Mr. McConnell asked Council to jot topics down and provide him the council generated topics in time to get on an agenda.

Councilman Arnold closed the discussion saying a Caucus is brainstorming, a Workshop is education, and a Regular meeting is voting and decision.

IV. ADJOURNMENT

There being no further business to be discussed, the Prescott City Council Caucus of March 19, 2013, adjourned at 3:20 P.M.

_____
MARLIN D. KUYKENDALL, Mayor

ATTEST:

_____
LYNN MULHALL, City Clerk

PRESCOTT CITY COUNCIL
SPECIAL MEETING
TUESDAY, MARCH 26, 2013
PRESCOTT, ARIZONA

MINUTES OF THE SPECIAL MEETING OF THE PRESCOTT CITY COUNCIL HELD ON MARCH 26, 2013, in the LOWER LEVEL CONFERENCE ROOM located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ CALL TO ORDER

Mayor Kuykendall called the meeting to order at 1:00 P.M.

◆ ROLL CALL

Present:	Staff Present
Mayor Kuykendall	Craig McConnell, City Manager
Councilman Arnold	Jon Paladini, City Attorney
Councilman Blair	Lynn Mulhall, City Clerk
Councilman Carlow	Joel Berman, Utilities Manager
Councilman Kuknyo	Mark Woodfill, Finance Director
Councilman Lamerson	Mark Nietupski, Public Works Director
Councilman Scamardo	Via conference call: Ken Hodsen, Contracted Legal Counsel with Dickinson, Wright, and Mariscal weeks

CALL TO ENTER INTO EXECUTIVE SESSION

Upon a public majority vote of the members constituting a quorum, the Council may hold an executive session that is not open to the public for the purposes set forth below. When the executive session ends, Council may adjourn or return to open session.

COUNCILMAN LAMERSON MOVED TO RECESS INTO EXECUTIVE SESSION; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

The Prescott City Council recessed into Executive Session at 1:02 P.M.

EXECUTIVE SESSION

I. LEGAL MATTERS

A. An executive session pursuant to A.R.S. §38-431.03(A)(3)and(4) for discussion or consultation for legal advice with the attorney or attorneys of the public body; for discussion or consultation with the attorneys of the

public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

1. Wastewater Pretreatment Ordinance and Airport Water Reclamation Facility.

B. The executive session adjourned at 2:17 P.M.

ADJOURNMENT

There being no further matters to come before the Executive Session, the meeting was adjourned at 2:17 P.M. with the City Council reconvening in the Special Meeting from which this Executive Session was convened.

_____
MARLIN D. KUYKENDALL, Mayor

ATTEST

_____
LYNN MULHALL, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of the City of Prescott, Arizona held on the 26th day of March, 2013. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2013.

AFFIX
CITY SEAL

_____
LYNN MULHALL, City Clerk

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, MARCH 26, 2013
PRESCOTT, ARIZONA

MINUTES OF THE REGULAR VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON MARCH 26, 2013, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 3:00 P.M.

◆ **INTRODUCTIONS**

◆ **INVOCATION** by Pastor Jane Cheek, First Congregational Church of Prescott

◆ **PLEDGE OF ALLEGIANCE** by Councilman Lamerson

◆ **ROLL CALL**:

Present:	Absent:
Mayor Kuykendall	None
Councilman Arnold	
Councilman Blair	
Councilman Carlow	
Councilman Kuknyo	
Councilman Lamerson	
Councilman Scamardo	

◆ **PROCLAMATION**

A. "Fair Housing Month"

Councilman Kuknyo read the proclamation and presented it to Councilwoman Suttles, Miriam Haubrich and Jerry Jones from Community Development Block Grant (CDBG).

Former Councilwoman Suttles thanked Council, on behalf of CDBG, and said there is a Fair Housing workshop on Thursday, March 28, from 1:00 P.M. to 4:00 P.M.

◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

I. CONSENT AGENDA

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

A. Approval of the minutes of the Prescott City Council Special Meeting of March 5, 2013; Workshop of March 5, 2013; Special Meeting of March 12, 2013; and Regular Meeting of March 12, 2013.

COUNCILMAN ARNOLD MOVED TO APPROVE CONSENT AGENDA ITEM I.A; SECONDED BY COUNCILMAN KUKNYO; PASSED UNANIMOUSLY.

II. REGULAR AGENDA

A. Approval of Intergovernmental Agreement ("IGA") (Contract No. 2013-149) with the Town of Chino Valley to provide prosecution services.

City Attorney Paladini requested that the item be removed from the agenda.

B. Approval of a Teaming Agreement with the Arizona Commerce Authority for the Unmanned Aircraft System Test Site Selection Project of the Federal Aviation Administration (City Contract No. 2013-156).

Jeff Tripp, Airport Manager, presented. This is a request for the approval of a team agreement between the City and the Arizona Commerce Authority which will have the airport acting as a primary team member in cooperation with Embry-Riddle to use the Prescott airport and Embry-Riddle campus as a test range. He discussed the following:

- The Federal Aviation Administration Modernization and Reform Act of 2012 directed the Federal Aviation Administration (FAA) to develop a program to integrate unmanned aircraft systems (UAS) into the national airspace system at six (6) test ranges throughout the United States. The FAA subsequently issued an Unmanned Aircraft System Test Site Selection Screening Information Request (UASTSS SIR).

- This year the Arizona Senate reiterated interest in being selected, and designated the Arizona Commerce Authority (ACA) to lead the state's application effort.

- The Teaming Agreement continues the process Council approved last year to officially enter into an agreement with the ACA to continue on with this process.

Councilman Lamerson asked about the kinds of planes we are looking at testing. Mr. Tripp said the size of the aircraft will not exceed 55 pounds at the Prescott location. These tests are limited to flight tests; they will not be testing opticals or sensors. He noted that they will not be flying over residential areas.

Mayor Kuykendall said the Department of Defense started putting out proposals a few years ago. They were looking for areas with very little airport traffic. The path will be from our area to Seligman. This can be a great industry for our area.

Councilman Kuknyo said we are trying to be one of the six areas in the country to be chosen. This fits into our vision for the airport area. It will be good for our economy and provide good jobs. Councilman Scamardo said he concurs with Councilman Kuknyo's comments.

Mr. Tripp said the selection will be later this year.

COUNCILMAN SCAMARDO MOVED TO APPROVE THE TEAMING AGREEMENT WITH THE ARIZONA COMMERCE AUTHORITY FOR THE UNMANNED AIRCRAFT SYSTEM TEST SITE SELECTION PROJECT OF THE FEDERAL AVIATION ADMINISTRATION (CITY CONTRACT NO. 2013-156); SECONDED BY COUNCILMAN CARLOW; PASSED UNANIMOUSLY.

Dennis Duvall, Prescott resident, said the County voted on this. He said drones are easily abused by law enforcement and there are no policies for it. There should be public hearings and public comments. Mr. Paladini said it has been properly agendized and properly set for a decision by the Council. He said the City is not required to have a public hearing and this is the opportunity for the public to comment. Mr. Duvall said there is strong opposition to the use of drones as domestic surveillance.

Mayor Kuykendall explained this item is to ask the Federal Government to consider this as one of six testing sites in the United States. He said the unmanned aircraft is not a drone; it is an unmanned aerial vehicle platform. Mr. Tripp said if Prescott is not selected, someone else will get it and the jobs will go there. He noted that public input and participation will be a big part of this.

Yvonne Dorman, Prescott resident, said she is very concerned with drones. She feels the public needs to know if they are being built for something more than looking over empty fields. She does not think this is right.

Mayor Kuykendall said the item is to reach an agreement with Embry-Riddle and the Arizona Commerce Authority to work together in developing a system that will allow them to test aerial vehicles in this area.

C. Public Hearing for CDBG 2013-2014 Annual Action Plan.

George Worley, Community Development Planning Manager, introduced the public hearing at 3:25 P.M. This is the first of two public hearings. The second public hearing will be April 9, 2013. The recommendation comes from the Citizen Advisory Committee. Following the public hearing on April 9th, Council will be asked to take action. The purpose of this meeting is for public comment.

Councilman Kuknyo asked how people know that funds are available for use. Mr. Worley said through the organizations who are recipients, through publications and workshops. Councilman Blair asked if the $40,850 administration fee paid for a City employee. Mr. Worley said the majority of it did. Councilman Carlow, who represents Council on the Advisory Committee, reported that we only received 14 responses to all of the advertising they did.

There being no public comments, the public hearing closed at 3:30 P.M.

COUNCILMAN KUKNYO MOVED TO CLOSE THE PUBLIC HEARING FOR CDBG 2013-2014 ANNUAL ACTION PLAN; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.

D. Approval of Preliminary Plat PP12-001 for Madison Park Cottages, a six- lot single-family subdivision (Zoning: Multifamily/Medium Density; Owner: Habitat for Humanity).

George Worley, Community Development Planning Manager, presented. This is a preliminary plat to create six single-family lots located between Madison and Meany Streets west of Short Street. The terrain is difficult due to a large rock outcropping running east-west through the site. The zoning would allow up to 14 dwelling units if developed as multi-family dwellings, but significant grading would be required.

Habitat constructs single family homes and has designed a subdivision plat creating six single family residential lots. Four of which front Meany Street and parking for all six lots is proposed to be on Meany Street, due to the slope of the street. There are already three Habitat homes in the vicinity. There have been some concerns regarding the narrowness of the street. Habitat worked with the Public Works Department as well as Planning and Zoning who are in favor of the project with minor changes. Neighbors have concerns about the narrowness of Meany Street. The Planning and Zoning Commissioners recommended in favor of the preliminary plat and asked that Meany Street be brought up to a city street standard. Mr. Worley said there is a significant cost and could have potential impact on Habitat's development. Being a "not for profit" they do not have the option to raise more money. Habitat worked with the Public Works department to discuss alternatives for Meany Street. The Public Works department does not think any additional work needs to be done on Meany Street but suggests more of a rural standard for the street.

Miriam Haubrich, representing Habitat, asked the Habitat support group to stand up and be recognized. She provided the history of the property and Habitat, a nonprofit organization. They work with low income families to keep them in affordable housing. She asked Council to help them build the houses because they are important to the community. This is a grouping of houses on an infill lot in the Dexter School neighborhood. They will be bringing six families into the community who will shop in Prescott.

Councilman Arnold said this is a positive thing in the community. He shared his concerns as relates to Meany Street. He asked if there are comments from the Fire Department. Mr. Worley said no comments had been received. Councilman Arnold said he is okay with existing conditions but would like to see some improvements for a turnaround for emergency vehicles. He is pleased to see the infill project taking place.

Councilman Carlow called attention to the alternative design and asked if Planning and Zoning discussed it. Mr. Worley said there was minimal discussion.

Councilman Blair said this fits the bill for him. He has concerns with sidewalks from the parking area to each house. Mr. Worley said that will be presented with the Final Plat. Staff has discussed this with Habitat. The preliminary plat looks at easements and parking areas, and the final plat will have more detail.

Councilman Scamardo said he attended all the meetings of the Planning and Zoning Commission. They did discuss the fact that the Council has the option to modify the stipulations. They are comfortable putting in a 24 foot street. He visited the site several times, and is in favor of the Planning and Zoning decision to pass it with Council having the right to modify the requirements in the Land Development Code.

Councilman Lamerson said the property has been here for a long time. He said that he has not heard there is a public health and safety issue. Each year more people get pushed out of Prescott due to the lack of affordable housing. He would like to hear from the Police and Fire Chiefs and Public Works about safety issues.

Councilman Kuknyo called attention to the Planning and Zoning recommendation. He pointed out a car parking on one side of the street and the problem if another car parked across the street. He asked if we could run a blade down the street and add four to five feet to the width of the street, or restrict parking to only one side of the street. He supported Councilman Arnold's idea of having a turn around. He feels this is a good project, but we have to be fair to the other residents in the area.

Councilman Lamerson asked Ms. Haubrich to explain the process of what Habitat does and how the homes transfer when one owner leaves. Ms. Haubrich said Habitat does not give houses away. The families have to do 250-500 hours of sweat equity toward the house. Once they move in they have a 30 year mortgage at zero interest. The first five years they have no equity in the home and if they leave, the house goes back to Habitat. After six years if they sell, Habitat has first right of refusal. The other piece in their mortgage documents prohibits them to rent out rooms or sublease the house. It cannot be made into a group home.

Scott Tkach, City Engineer, said staff recommends removing the road and building a rural street with 24 feet of pavement with a thickened edge to constrain asphalt. Regarding the turnaround, he is not sure there is room to make a turnaround that would meet requirements. Councilman Arnold wanted to know what is set in stone and what can be looked at and brought back with the final plat.

Mr. Worley explained the difference between the preliminary and final plat. Mr. Tkach said if the chip seal was laid down three years ago, based on the number of cars traveling on the road, we will probably get five years before repairs will be needed.

Councilman Arnold said the City would spend more money on a substandard, chip sealed street, over asphalt. He would like to have more conversations concerning the road and be assured that the City is not creating a health and safety issue. Almost one third of the street is already blocked. Mr. Worley said police and fire are involved in the review process. Our police department has the authority to post no parking signs.

Councilman Scamardo said it looks like there will be a lot of site work done, and Meany Street will get chopped up. Mr. Tkach said there will be costs associated with putting in water and sewer services. He supports the concept, but is concerned with health and safety. Councilman Lamerson said the people who are responsible for basic service delivery need to be heard from.

Councilman Blair said he thinks the fire department needs to answer all the questions. It is wrong to let Habitat move forward without Council hearing the answers to their questions. Council supports the project, but would like to have their questions relating to public safety answered.

Ms. Haubrich pointed out that the initial CDBG proposal was for $30,000.00 to team up with Coalition for Compassion and Justice and to do home repairs. She said that they mentioned giving up the $30,000.00 for home repair and giving it to engineering. She thought that was a terrible decision and said she would rather use the money for critical home repair. Councilman Arnold would like to have Police and Fire in attendance to answer questions. He supports the project but has concerns and wants to go to the site again.

Sandra Smith, a Prescott resident, said she sees serious problems with the street and access to emergency responders.

Fred McFarland, Prescott resident, thinks the City Code has a square foot minimum and he does not feel this meets that requirement. Mr. Worley said there is a minimum lot size which Council can modify under the Planned Area Development (PAD) review. Mr. McFarland said that he calls this incentive zoning and asked if they were going to do it for the entire neighborhood. Mr. Worley said the City allows for lot size and setbacks to be changed, but the density does not change. Mr. McFarland asked what happens if the zoning is approved and Habitat backs out.

Councilman Arnold said nowhere in the report does it say the Council, through a PAD process, is making a modification to the lot size requirement. He asked what else they might be modifying.

Mr. Worley said the lot sizes are decreased below the minimum 6,000 square feet requirement for single family homes and an allowance for offsite parking. Councilman Arnold said he would like that information included in the memo.

Tony Van Setten, Prescott resident, owns property just to the West of the property. As of today he has a different opinion of the property. He works for Yavapai County Road Division and has an issue with drainage. Mr. Worley and Habitat addressed his privacy issues. His concerns are at the end of Meany Street where the road goes into a trail. He would like something built to keep the cars from going through his fence.

John Hensley, lives in Phoenix and purchased five lots across the street from the project on Meany. He thinks Habitat is a benevolent organization, but he has two concerns with the project. It rubber stamps his street as low income. He has three Habitat houses next door and a proposed six across the street and fourteen proposed behind him. Twenty units will dramatically reduce the value of his property. This property was a City Park at one time. He has been to meetings with Habitat and Ecosa and the Planning Commisison. He is opposed to six houses on that property and said he thinks it would comfortably accommodate three houses.

Mr. Hensley said he has had to move garbage cans off the street to get his truck by on Monday mornings. He is already impacted by the homes on the street and there are currently no homes across from him. He implored Council not to improve the Preliminary Plat. He feels the Commission failed him. If this Plat is approved, he feels the street should be developed to its ultimate width. If any other developer was building here he is sure the City would require a wider street. He reported that everyone uses his driveway to turn around.

Councilman Lamerson asked Mr. Worley about requirements and asked Mr. Paladini if we were creating a situation by holding special requirements for one developer and not another. Mr. Paladini said development requirements can be unique to projects. They have to ask themselves if the new development demands additional improvements to the street. Councilman Lamerson asked if they would be approaching this in the same manner if this were not a nonprofit.

Mr. Worley said they frequently see requests for planned area developments where waivers of standard are part of the design of that development. Usually there is a benefit to the City associated with those, in that open space is provided or significant topographic features are preserved or drainage is resolved. In this case, it would involve the City's water policy.

Mayor Kuykendall asked Mr. Hensley how many houses he thought would be appropriate. Mr. Hensley responded that he would think three houses would help preserve the natural character of the rocks and keep the parking at the house site.

Daniel Mattson, Dexter neighborhood resident, said we need more affordable housing. He agrees the street is substandard for the existing condition. Maybe this street could be added to the list for improvements, he suggested.

COUNCILMAN ARNOLD MOVED TO TABLE THE ITEM TO APRIL 9TH WITH STAFF DEPARTMENT RECOMMENDATIONS AND ASK THE MANAGER TO HAVE STAFF

AVAILABLE TO ANSWER ADDITIONAL QUESTIONS; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.

E. Approval of night work for replacement of the roof and mechanical equipment on the Yavapai County Courthouse. Owner: Yavapai County.

Mr. Worley, Community Development Planning Manager presented. He said that Bill Otwell is requesting permission to do some night work to rehabilitate the Courthouse building.

Mr. Otwell, Prescott architect, gave some background on the project and noted that the Courthouse Plaza is listed as one of the ten Great Public Spaces in America in 2010, by the American Planning Association. He did an assessment report on the Courthouse in 2002. Last year the Yavapai County Board of Supervisors decided to act on the recommendations in his report. Last year Phase I was completed by repairing the sewer system. Phase II is a 150 day project. We are making this request because the courts are too busy to do the work during the day. They are putting in a CO2 activated system so every room will have heating, cooling and fresh air. A new metal roof will go on the building as well as insulation. There will be minimal noise on the project. Most work will take place inside the building.

Councilman Arnold asked if the Courtyard events were considered when planning the work. Councilman Kuknyo asked about the musical venues. Mr. Otwell said his project would not interrupt the leased space for the events.

COUNCILMAN ARNOLD MOVED TO APPROVE THE REQUEST FOR NIGHT WORK ON THE YAVAPAI COUNTY COURTHOUSE; SECONDED BY COUNCILMAN KUKNYO; PASSED UNANIMOUSLY.

F. Adoption of Resolution No. 4166-1327 declaring the reorganized City Code Title 1, Section 27 a public record, and Ordinance No. 4853-1310, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE PRESCOTT CITY CODE BY AMENDING CITY CODE TITLE 1, SECTION 27, BY ADOPTING THE PUBLIC RECORD DOCUMENT GENERALLY ENTITLED *"CITY CODE, TITLE 1, SECTION 27, CITY OF PRESCOTT PROCUREMENT CODE"*.

Mark Woodfill, Finance Director, said this is a cleanup of the Procurement Code. This was reviewed with all departments to clean up language.

Councilman Arnold asked for clarification that any contract over $1,000.00 must be approved by the City Attorney. Mr. Woodfill said that any contract the City enters into has to be approved by the Legal Department. Any professional service for $1,000.00 or more requires a contract.

COUNCILMAN ARNOLD MOVED TO ADOPT RESOLUTION NO. 4166-1327; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.

COUNCILMAN ARNOLD MOVED TO ADOPT ORDINANCE NO. 4853-1310; SECONDED BY COUNCILMAN CARLOW; PASSED UNANIMOUSLY.

G. 2012 Annual Water Withdrawal and Use Reports and approval of payment of fees in the amount of $11,786.74 to the Arizona Department of Water Resources.

Leslie Graser, Water Resources Specialist, presented. There are two components to the City's water resources: the resource itself and the demand placed on that resource. The City's resources include: groundwater, surface water and treated effluent. The resources are recognized by the State of Arizona in the Decision and Order, which sets forth the City's legal water portfolio. The City is required to submit this report to the Department of Water Resources by March 31, 2013. Funding is available from the Water Fund.

Councilman Lamerson asked about projected water allocation. Ms. Graser said it is 4,670, based on the portfolio. He asked if that is what the City had left for the build out from today into the future. Ms. Graser said that will be based on the current Decision and Order but they need to keep in mind the groundwater side of the portfolio. Councilman Lamerson said that at the current rate we delegate .35 acre foot per residential unit, based on 2.5 people per residential unit.

Councilman Blair asked if we are paying less because we have pumped less water. Ms. Graser said it was twofold; the City pumped slightly less water and with the surface water recharge, the City does not pay for that volume of water or the treated effluent recovery unless it is taken out of a long term storage account. She said we will continue to see reduced use. The City has made great strides for many years to have a Safe Yield Active Management Area.

Councilman Scamardo asked about the water available for future use and the preliminary plats. Ms. Graser said the water has not been allocated until the plats are approved as final. Ground water and the alternative supplies are handled differently in state law.

Mayor Kuykendall asked if the water to the golf course is treated water. Ms. Graser said yes.

COUNCILMAN LAMERSON MOVED TO APPROVE THE PAYMENT OF FEES IN THE TOTAL AMOUNT OF $11,786.74 TO THE ARIZONA DEPARTMENT OF WATER RESOURCES FOR 2012 ANNUAL WATER WITHDRAWAL AND USE; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.

H. Approval of sole source purchase of two (2) traffic signal controller cabinets from Econolite Control Products, Inc., in the total amount of $24,920.40.

Mark Nietupski, Public Works Director, presented. During evaluation practices it was determined that the units at Mr. Vernon Avenue and Gurley Street and Miller Valley

Road and Schemmer Drive need to be replaced. They do not have a secondary power supply, but they do attempt to have one spare controller.

COUNCILMAN LAMERSON MOVED TO APPROVE THE SOLE SOURCE PURCHASE OF TWO (2) TRAFFIC SIGNAL CONTROLLER CABINETS FROM ECONOLITE CONTROL PRODUCTS, INC., IN THE TOTAL AMOUNT OF $24,920.40; SECONDED BY COUNCILMAN KUKNYO; PASSED UNANIMOUSLY.

I. ORDINANCE NO. 4854-1311, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT YAVAPAI COUNTY, ARIZONA, AMENDING TITLE 8, CHAPTER 8-1, SECTION 8-1-2 OF THE PRESCOTT CITY CODE REGARDING REPAIR AND MAINTENANCE OF SIDEWALKS AND ALLEYS.

Mark Nietupski, Public Works Director, reported there are 111 miles of sidewalks in the City. Property owners are required to maintain the property abutting the right-of-way sidewalks. They are responsible to keep them clear of ice and debris and in good order and repair. They are also required to remove debris within the parkway adjacent to buildings, grounds and premises. One issue we face is to provide for and meet community needs. City financial resources do not meet our needs, and Highway User Interface Funds (HURF) monies decline on an annual basis, and the One Cent Sales Tax for Streets and Open Space will be declining to ¾ percent on January 1, 2016.

The sidewalk assets are community assets, which require community involvement to maintain them effectively. In recent months staff has reviewed the code and the new language includes a process for review and a way to notify the property owners to recover the costs. It shall not be the responsibility of the property owner to remove trees in the right-of-way and effect sidewalk repair when the damage is due to tree roots. The major amendment is that it does allow the City discretion to replace, reconstruct or rebuild any sidewalk within the corporate limits, without charge to an abutting property owner, subject to the availability of funds in any given year. That means the City will be able to identify, pending the availability of revenue, segments of sidewalk that are in need of replacement and repair.

Mr. Nietupski said the Council will have the discretion to allocate funding. Repairs could be implemented without charging a property owner, depending on the location and benefit to the community. He pointed out the code in the packet had one minor error in Section E and has been corrected. There was a reference to paragraph C, which should have been paragraph D.

Mr. McConnell said Public Works would do a rolling inventory of the sidewalk system, identify sections that need to be repaired and assign a condition code. The City will contract out on a unit price basis.

Councilman Lamerson said he does not like the code. He does not think it is fair to a property owner who purchased property without a sidewalk to have to pay to maintain a sidewalk that was later installed by the City. He is now hearing that the property owner also has to take care of the City property near the sidewalk. He asked if the property

owner had sole discretion on what they would like to do with the property. Mr. Nietupski said the property owner can request a permit to modify the landscape.

Councilman Scamardo said when you acquire property in the City of Prescott you are in an unwritten contract that if curbs, gutters and sidewalks are required, the developer will put them in and the property owner has the responsibility to maintain the sidewalks. The code benefits the community.

Councilman Arnold said this is a good fix and addresses problems we have. Councilman Kuknyo said this gives freedom to fix the sidewalks and said the sidewalk in front of Sharlot Hall Museum needs repair. Councilman Blair said he will not support it because he lives on a street with no sidewalks.

Sandra Smith, Prescott resident, asked who will repair the sidewalks not abutting private property. Mr. Nietupski said the City will maintain the sidewalks, noted in Chapter 8 of the City Code. It does not make it mandatory but allows for the determination. She asked if it would be possible to meet with staff to determine where sidewalks should be repaired. Mr. Nietupski said he welcomes any input. He noted that there are topographical constraints for American with Disabilities (ADA) compliance.

Jim Knapp, Prescott resident and who volunteers with Prescott Alternative Transportation, is concerned with the pedestrian network. Any sidewalks the City repairs will be joyously received by the citizens. He said there are enough people who value the sidewalks and he may be able to wrangle up some of them to help maintain them, similar to the Over the Hill Gang. As a citizen, sidewalks add value and convenience to property. The City might allow a neighborhood to choose to have sidewalks installed.

Councilman Lamerson agrees that the sidewalks are in bad condition. He thinks public sidewalks and public streets are the responsibility of the City.

Councilman Blair asked that the Staff consider installing sidewalks from Taylor Hicks School down Delano Street to Ruth Street, if we are going to have an ongoing effort to repair and install sidewalks. Mr. Nietupski called attention to the Safe Routes to School Program funded by Arizona Department of Transportation (ADOT) and the Transportation Enhancement Program through the Federal government. The program is still there and he believes that the school may be coming to the front of that program.

COUNCILMAN ARNOLD MOVED TO ADOPT ORDINANCE NO. 4854-1311., IN THE TOTAL AMOUNT OF $24,920.40; SECONDED BY COUNCILMAN SCAMARDO; PASSED 5-2, WITH COUNCILMEN LAMERSON AND BLAIR CASTING THE DISSENTING VOTES.

J. Adoption of Resolution No. 4165-1326 approving an Intergovernmental Agreement with the City of Phoenix for temporary use of a Kubota articulated loader and transport trailer for the annual spring clean-up (City Contract No. 2013-157).

Councilman Kuknyo declared a potential conflict of interest and left the dais at 5:47 P.M.

Stephanie Miller, Field and Facilities Services Director, presented. She said she would like to borrow the loader from the City of Phoenix for the Annual Bulk Item Clean Up with hopes of faster load up times. The department will evaluate the loader and may pursue the purchase of an articulated loader in the future. Phoenix will not charge the City of Prescott because the loader is surplus.

Councilman Arnold asked her to include the snow plow attachment if she buys one. He supports the purchase.

COUNCILMAN ARNOLD MOVED TO ADOPT RESOLUTION NO. 4165-1326; SECONDED BY COUNCILMAN CARLOW; PASSED 6-0.

Councilman Kuknyo returned to the dais at 5:50 P.M.

K. Adoption of Amendment to Resolution No. 4160-1321 (authorizing the City Clerk to enter into agreements as required for the 2013 Primary, General, and Special Elections) correcting date of Alternative Expenditure Limitation to August 27, 2013.

City Clerk Mulhall explained there is language in Resolution No. 4160-1321 stating the Home Rule election is going to be held In November. The intent has always been to have the Home Rule election on the August ballot. This amendment corrects that language.

COUNCILMAN SCAMARDO MOVED TO ADOPT AMENDMENT TO RESOLUTION NO. 4160-1321; SECONDED BY COUNCIL MAN LAMERSON; PASSED UNANIMOUSLY.

L. Approval of a letter to the Federal Aviation Administration re Essential Air Service to Prescott, Arizona, for the two-year period commencing May 1, 2013.

City Manager McConnell said there is an inconsistency on the agenda and the item title is to send the letter to Federal Aviation Administration, but the motion is to the Department of Transportation. The motion is correct. The title should have been a letter to the US Department of Transportation.

Jeff Tripp, Airport Manager, said the two year Essential Air Service contract will expire on April 30, 2013. The Department of Transportation issued requests for proposal in January 2013. Great Lakes Aviation currently flies four roundtrip daily flights to Denver and Los Angeles International airports. The minimum requirement for the contract is 18 flights.

The City of Prescott received three proposals. Of these, only Great Lake Aviation currently has code share agreements with major US airlines. Sovereign and SeaPort are both requesting to fly into Phoenix Sky Harbor, Terminal 2. That will require

customers to go through screening again in Phoenix if they are switching terminals to a different airline. Staff recommends the contract go to Great Lakes Aviation for another two year period.

COUNCILMAN ARNOLD MOVED TO AUTHORIZE THE MAYOR TO SIGN A LETTER RECOMMENDING THAT THE U.S. DEPARTMENT OF TRANSPORTATION AWARD THE CONTRACT FOR ESSENTIAL AIR SERVICE FOR THE TWO-YEAR PERIOD COMMENCING MAY 1, 2013, TO GREAT LAKES AVIATION, LTD; SECONDED BY COUNCILMAN SCAMARDO; PASSED UNANIMOUSLY.

M. Legislation.

Mel Preston, Communications & Public Affairs Manager, gave an update on current bills.

III. ADJOURNMENT

There being no further business to be discussed, the Regular Voting Meeting of March 26, 2013, adjourned at 6:00 P.M.

ATTEST:

_____
MARLIN D. KUYKENDALL, Mayor

_____
LYNN MULHALL, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Voting Meeting of the City Council of the City of Prescott, Arizona held on the 26th day of March, 2013. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2013.

AFFIX
CITY SEAL

_____
LYNN MULHALL, City Clerk

1.B

COUNCIL AGENDA MEMO – April 9, 2013

PROCUREMENT ITEM FOR CONSENT AGENDA ($10,000 - $20,000)

DEPARTMENT: Field and Facilities Services

AGENDA ITEM CAPTION: Professional Services Agreement with Otwell Associates Architects for architectural and other related services for the Fire Administration Building remodeling project in an amount not to exceed $19,000.00 (City Contract No. 2013-159)

Approved By:			**Date:**
Department Director:	Stephanie Miller		3/29/13
City Manager:	Craig McConnell	Craig McConnell	4-2-13

Good(s) or Service(s) to be Purchased	
Description of Item(s) **Check if Prof. Services _X_**	Architectural and other related services for Fire Administration Building remodeling project at 211 N. McCormick St.
Quantity	N/A
Necessity/Use	Remodel and prepare building for Fire Administration and Emergency Operations Center (EOC) use. The building has numerous deficiencies (ADA, electrical, plumbing and mechanical) that need to be addressed during remodeling in order for it to be placed into use as a public facility. Includes a floodplain study and plans to bring the building into compliance with City codes.

Summary of Written Quotes (exclusive of tax) <u>or</u> Professional Services Proposals

		** See Note (1) below for professional services **	
x	**Vendor (Name and Location)**	**Price**	**Delivery/Schedule**
X	1. Otwell Associates	$19,000.00	Work extending from contract approval to completion NLT 12/31/13.
	2.		
	3.		

x = recommended award

Budget Information	Capital Improvement Fund 1005000-8930-13108

Additional Comments:

Attachments	**1**. Professional Services agreement, Otwell Associates

Exhibit "A"

CITY OF PRESCOTT
Everybody's Hometown

Professional Services Agreement No. 2013-159

Otwell Associates Architects for Architectural Services for Fire Administration Building Located at 215 McCormick Street

WHEREAS, the City of Prescott (hereinafter referred to as "City") is in need of certain architectural and ancillary and necessary sub-contracting services associated with the Fire Administration Facility building located at 215 McCormick Street, Prescott, Arizona; and

WHEREAS, the City has solicited the professional services of Otwell Associates Architects pursuant to the City's Procurement Code; and

WHEREAS, Otwell Associates Architects (hereinafter referred to as "Professional"), has expertise in the professional field of architecture; and

WHEREAS, Otwell Associates Architects has familiarity with this project and has already provided certain initial professional architectural services which, when added to those prospective final services necessary for completion, will require City Council approval.

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

1. That Professional shall provide the services to the City in relation to architectural and ancillary and necessary subcontracting services for the Fire Administration Building located at 215 McCormick Street, Prescott, Arizona, as indicated in Exhibit "A" (Request for Statements of Qualifications and Scope of Work, Task and Fee Estimate, and Project Schedule) and as requested by the City of Prescott's Field and Facilities Services Director.
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit "A".
5. The term of this Agreement shall be from the date of City Council approval of this Professional Services Agreement to the date that the procured services are rendered by Professional and deemed acceptable by the City's Field and Facilities Director, but in no event shall this Professional Services Agreement go beyond the date of December 31, 2013.
6. Notwithstanding the foregoing, this Agreement may be terminated by both parties upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.

7. It is agreed by and between the parties that this Agreement incorporates the attached Attachment "A" consisting of seven (7) pages, thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.

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

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

Fields and Facilities Director City of Prescott 2800 Sundog Ranch Road Prescott, AZ 86301	Otwell Associates Architects 121 East Goodwin Prescott, AZ 86303

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

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

12. (A) The City shall pay to Professional in an amount not to exceed nineteen thousand dollars and zero cents ($19,000.00) for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A".

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

    (C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge and City shall pay Professional in accordance with Exhibit "A".

    (D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the

Professional, and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

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

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

15. All work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.

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

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

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

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

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

activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

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

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

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

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

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

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

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

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

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

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

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

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

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

2) Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

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

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

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

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

25. Contractor Immigration Warranty

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

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

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

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

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

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

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

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

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

28. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

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

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

Dated this _____day of_____, 2013.

City of Prescott, a municipal corporation

_____

Marlin D. Kuykendall, Mayor

ATTEST:

_____

Lynn Mulhall, City Clerk

PROFESSIONAL

_____

Otwell Associates Architects

By: _____

Title: _____

APPROVED AS TO FORM:

_____

Jon M. Paladini, City Attorney

OTWELL
ASSOCIATES
ARCHITECTS

March 19, 2013

Mr. Mic Fenech
City of Prescott
Facilities Manager
201 S. Cortez
Prescott, Arizona 86303

Re: New Fire Administration Facility in building donated by Dr. Kravetz

Dear Mic,
Attached are three exhibits relating to this Project.

Exhibit A is the original scope of work prepared by the building official.
Exhibit B is the additional items added to the scope by fire department personnel.
Exhibit C is our time for preparation of plans and specifications for the work, including all engineering services civil, structural, mechanical, electrical and plumbing design.

As you see, I kept our costs down by having Brian, our least expensive staff member, do the bulk of the work. Our cost estimate for the Project is $280,000, so completion of plans and specifications including submittal to the building department came in at $11, 330.35, or 4%, including expenses.

Any required changes to the plans, and site visits, questions, etc. will be billed at the same hourly rate and I estimate we can provide these services for a not to exceed maximum of $7,669, bringing the maximum not to exceed figure to $19,000.00.
Thank you for the opportunity to be of service to the City of Prescott.

Sincerely,

William Otwell, A.I.A.

121 EAST GOODWIN
PRESCOTT, ARIZONA 86303-3940
PHONE (928) 445-4951
FAX (928) 778-6120

EXHIBIT A

Walk thru for new fire admin.

1. Sidewalks around the building have several areas of uplift or uneven walking surfaces.
2. On the south side of the building there is approx 4" to 5" gap up against the block wall.
3. Stair on the east side that goes to house was cut into the wall and the stairs are uneven rise and run and needs proper handrail on both sides
4. The stairs on the west side have broken glass that needs repaired also verify that all glass in the stairwell is tempered.
5. There appears to be a tripping hazard near the southeast stair (one layer of block).
6. The northeast stair has uneven rise and run and has in proper handrails.
7. Their needs proper ADA parking in all areas and parking lots.
8. Will need proper gas shut offs before entering the building.
9. Second level patio/walkways have what could be structural issues need to have all blocks removed and eng to verify and damage, prior to putting any cover back it will need to be water tight.
10. Exit signage will be required inside of building to be determined by wall layout.
11. Details of wall construction.
12. One bathroom on each level will be required to be ADA (unisex).
13. Shower on the lower level is required to be ADA.
14. It was stated that the fire alarm system will be required to be updated.
15. The stairs at the house will be required to have proper rise and run with proper handrail.
16. Bathroom at house needs to be ADA.
17. Drop ceiling with elec and mech will need to look at prior to work being done.

Exhibit "B"

Additional items added to scope:

- New concrete various locations
- New IT system, multiple plugs in each room
- Exercise room has removable mats
- Because there is no internal circulation required, equal amenities on both floors
- Add ADA walk on east side for accessible path of travel
- Metal coping cap was added to address water damage discovered during investigation
- Added a steel fence
- Railing needed to be raised to meet code

11.A

COUNCIL AGENDA MEMO – April 9, 2013

DEPARTMENT: City Council

AGENDA ITEM: Appointment of members to the Fire Board of Appeals

Approved By:	**Date:**
Council Appointment Committee: Councilmen Lamerson, Blair, and Carlow	1/29/2013
City Manager: Craig McConnell *Craig McConnell*	4-2-13

Item Summary

There are two vacancies on the Fire Board of Appeals. The Council Appointment Committee reviewed both applications and recommends the re-appointment of Judy Haley as member and Chair of the Board; and the appointment of Michael Broggie to fill the seat vacated by Harvey Emory.

Background

The Fire Board of Appeals was originally established in December 1983 to become Title 1, Section 25 of the Prescott City Code, as required under Section 2.302 of the Uniform Fire Code. The Board considers matters pertaining to the Fire Code to determine the suitability of alternate materials or methods of fire protection, and to provide for reasonable interpretations of the provisions thereof.

The Board consists of five (5) members, with the Fire Chief an ex-officio member, all of whom shall be qualified to pass upon pertinent matters involving fire and life safety in general.

Recommended Action:

Appointments

MOVE to accept the Council Appointment Committee recommendation to re-appoint Judy Haley as member and Chair of the Fire Board of Appeals with a term to expire March 2016, and appoint Michael Broggie with a term to expire March 2014; and

Administration of the Oath of Loyalty

Following approval of the appointments the City Clerk will administer the Oath.

11.B

COUNCIL AGENDA MEMO – Meetings of April 9 and April 23, 2013
DEPARTMENT: Finance
AGENDA ITEM: Public hearings and adoption of Resolution No 4167-1328 calling the Alternative Expenditure Limit – Home Rule Election at the August 27, 2013, City primary election

Approved By:	**Date:**
Finance Director: Mark Woodfill	
City Manager: Craig McConnell Craig McConnell	4-2-13

Summary

The attached Summary Analysis Worksheet and Publicity Pamphlet (Draft) provide information on the Alternative Expenditure Limit (Home Rule Option) for public hearings on April 9 and 23, 2013. Following the April 23rd public hearing at a special meeting the Council will consider Resolution No. 4167-1328 to present the Alternative Expenditure Limit question on the City's August 27, 2013, primary election.

The Home Rule Option enables the citizens of Prescott, rather than the State, to set expenditure levels of the City through public hearings and Council action each year for the next four years. Our voters have agreed that Home Rule is the best option for Prescott and have approved the Alternative Expenditure Limit at election in 1989, 1993, 1997, 2001, 2005, and 2009.

Background

A statewide initiative created a cap on the amount cities can expend establishing the Fiscal Year 1979-80 budget as the base year, with adjustments in subsequent years for inflation and population growth. The limit imposed by the initiative is financial, and does not take into account the actual services residents in Arizona municipalities have requested or the availability of funds to deliver them. The Home Rule Option provides an alternative to being locked-in to a mandated dollar figure which, even though the City is operating responsibly within its financial means, would nevertheless dictate significant reductions in City services and infrastructure maintenance.

The Home Rule Option, if authorized by voters, enables the citizens and the City Council to participate in setting the expenditure limit of the City each year during the budget process, through a public hearing and action by the Council. This will allow the service levels and infrastructure maintenance levels to be set locally and not by the State of Arizona. Voters must approve the Home Rule Option every four years; it is recommended that the question be presented to voters at the City's primary election scheduled for August 27, 2013.

AGENDA ITEM: Public hearings and adoption of Resolution No 4167-1328 calling the Alternative Expenditure Limit – Home Rule Election at the August 27, 2013, City primary election

Budget Implications

Home Rule Option (Continuation of the Alternative Expenditure Limit in Place Since 1989)

If the Home Rule Option is approved by the voters, the budget would be established in the same manner it has since the Alternative Expenditure Limitation was first adopted in 1989.

- The City will be able to set its budget priorities and provide programming based on reasonable revenue projections, rather than an arbitrary State formula with no relation to available funding.
- Budget priorities and related expenditures will be established through the local budget process, which includes public notice, public hearings, and workshops.

State-Mandated Levels

If the Home Rule Option is not approved by the voters and the City is forced to comply with the State imposed limit (projected to be 23% lower than our estimated revenues and expenditures for current services and programs), dramatic budgetary reductions would be imposed.

- Infrastructure maintenance and replacement projects would be stopped, putting the long-term reliability of systems and public safety at risk. The State expenditure limit does not consider available revenues or fund balance; therefore, infrastructure projects including water, wastewater and public safety would be significantly reduced, even though funds are available.
- Costs of required projects would be increased as a result of the need to finance them through the issuance of debt service, even though monies are currently available. The State limit excludes the issuance of debt from the limit and therefore would require the City to issue long-term debt for projects instead of "pay as you go funding" which avoids interest costs.
- The State limit is adjusted for inflation and population growth but does not take into account significant cost increases associated with providing safe drinking water, wastewater operations, and construction cost indexes. Due to changes in regulations and the changing environment of utility operations over the last 23 years since the limit was established, the City has seen significant increases in costs associated with implementing drinking water treatment, increased complexity of treating the wastewater flow, increased aquifer recharging operations, and dramatic increases in construction cost.
- The State limit does not provide flexibility for local needs, programming, services and revenue availability. These restrictions will result in expenditure reductions with unprecedented service impacts for the duration of the period under which the State limit is required. This means quality of life services will be significantly and adversely affected (e.g., parks and recreation including maintenance, library services), and even public safety impacted to stay within the State-imposed limit.

- The ability to fund new priorities will be impacted despite having funds on hand to pay for projects and programming.

The City adopts a balanced budget every year. None of the above reductions would result from funds not being available, but be driven by complying with a State-imposed limit from 23 years ago that does not adequately adjust for changing municipal needs and operations.

Attachments

- Summary Analysis Worksheet
- Publicity Pamphlet (Draft)
- Resolution No. 1467-1328

Recommended Action:

Regular Voting Meeting of April 9, 2013

MOVE to close the public hearing.

Regular Voting Meeting of April 23, 2013

MOVE to close the public hearing.

Special Council Meeting of April 23, 2013

MOVE to adopt Resolution No. 4167-1328.

Proposition 426

RESOLUTION #4167-1328

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PROPOSING AN EXTENSION OF THE ALTERNATIVE EXPENDITURE LIMITATION.

RECITALS:

WHEREAS, the Arizona State Constitution permits the submission to the voters of a city or town of an Alternative Expenditure Limitation; and,

WHEREAS, the voters of the City of Prescott in 1989, 1993, 1997, 2001, 2005 and 2009 adopted an Alternative Expenditure Limitation; and,

WHEREAS, the City Council of Prescott after two public hearings has determined that an extension of the Alternative Expenditure Limitation is necessary for the City of Prescott.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Prescott the following Alternative Expenditure Limitation be submitted to the voters of the City of Prescott at the Primary Election being held on Tuesday, August 27, 2013:

SHALL THE FOLLOWING BE ADOPTED BY THE CITY OF PRESCOTT AS AN ALTERNATIVE EXPENDITURE LIMITATION:

"The Mayor and Council of the City of Prescott shall annually, as part of the annual budget adoption process, adopt an Alternative Expenditure Limitation equal to the total amount of budgeted expenditures/expenses as it appears on the annual budget as adopted by the Council to apply to the City of Prescott for each of the four fiscal years immediately following adoption of the Alternative Expenditure Limitation. The Alternative Expenditure Limitation shall be adopted each year after a public hearing at which the citizens of the City of Prescott may comment on the proposed Alternative Expenditure Limitation. No expenditures may be made in violation of such Alternative Expenditure Limitation, nor may any proposed expenditures be in excess of estimated available revenues, except that the Mayor and Council may, by three-fourths vote, declare an emergency and suspend the Alternative Expenditure Limitation. The suspension of the Alternative Expenditure Limitation shall be in effect for only one fiscal year at a time."

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

LYNN MULHALL
City Clerk

APPROVED AS TO FORM:

JON M. PALADINI
City Attorney

CITY OF PRESCOTT

VOTER INFORMATION PAMPHLET

and

BALLOT FORMAT

Proposal to be submitted to the qualified electors
of the City of Prescott
at the

PRIMARY ELECTION

AUGUST 27, 2013

(Spanish version begins on page XX)

CITY OF PRESCOTT
Everybody's Hometown

Compiled and Issued by

City of Prescott

Lynn Mulhall, City Clerk

LIST OF POLLING PLACES

ALL POLLING PLACES WILL BE OPEN FROM 6:00 A.M. to 7:00 P.M. ON AUGUST 27, 2013

Proposition 426

RESOLUTION #4167-1328

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PROPOSING AN EXTENSION OF THE ALTERNATIVE EXPENDITURE LIMITATION.

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>
> "The Mayor and Council of the City of Prescott shall annually, as part of the annual budget adoption process, adopt an Alternative Expenditure Limitation equal to the total amount of budgeted expenditures/expenses as it appears on the annual budget as adopted by the Council to apply to the City of Prescott for each of the four fiscal years immediately following adoption of the Alternative Expenditure Limitation. The Alternative Expenditure Limitation shall be adopted each year after a public hearing at which the citizens of the City of Prescott may comment on the proposed Alternative Expenditure Limitation. No expenditures may be made in violation of such Alternative Expenditure Limitation, nor may any proposed expenditures be in excess of estimated available revenues, except that the Mayor and Council may, by three-fourths vote, declare an emergency and suspend the Alternative Expenditure Limitation. The suspension of the Alternative Expenditure Limitation shall be in effect for only one fiscal year at a time."

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

_____
MARLIN D. KUYKENDALL, Mayor

ATTEST:

_____
LYNN MULHALL
City Clerk

APPROVED AS TO FORM:

_____
JON M. PALADINI
City Attorney

City of Prescott
Alternate Expenditure Limitation
Home Rule Option
Detailed Analysis

Pursuant to the Arizona State Constitution, the City of Prescott as authorized by Resolution No. 4167-1328 passed on April 23, 2013 will seek voter approval to adopt an alternative expenditure limitation (Home Rule Option) to apply to the city for the next four years beginning in FY 2014-2015.

Under a Home Rule Option if approved by the voters, the city estimates it will be allowed to expend approximately $110,687,250 in FY 2014-2015, $126,588,512 in FY 2015-2016, $108,187,295 in FY 2016-2017 and $113,982,672 in FY 2017-2018.

With approval of the Home Rule Option, the city will utilize the expenditure authority for all local budgetary purposes, including general government, field and facilities, budget and finance, parks and recreation, library, community development, police, fire, economic enterprises, general fund debt service, streets and open space, impact fees, transient occupancy tax, grants, trust funds, water, wastewater, solid waste/transfer station, golf course, and airport. We estimate that the expenditures for the next four years under the Home Rule Option will be as follows:

CITY OF PRESCOTT
ESTIMATED AMOUNTS TO BE EXPENDED IN SPECIFIC AREAS

Purpose	FY 2014-15	FY 2015-16	FY2016-17	FY 2017-18
General Government	1,703,067	1,750,753	1,799,774	1,850,168
Field and Facilities	146,239	150,334	154,543	158,870
Budget & Finance	593,858	610,486	627,580	645,152
Parks & Recreation	3,230,006	3,320,446	3,413,418	3,508,994
Library	2,376,446	2,442,987	2,511,391	2,581,710
Community Development	1,382,514	1,421,224	1,461,018	1,501,927
Police	13,152,513	13,520,783	13,899,365	14,288,547
Fire	7,632,733	7,846,450	8,066,151	8,292,003
Economic Enterprises	1,469,025	1,510,158	1,552,442	1,595,910
Debt Service Fund	550,348	195,124	192,986	26,615
Streets & Open Space	16,260,643	16,185,275	13,536,041	15,696,143
Impact Fees	369,874	380,230	390,876	401,821
Transient Occupancy Tax	646,651	664,757	683,370	702,504
Grants	4,822,128	4,918,571	5,016,942	5,117,281
Trust Funds	63,407	65,182	67,007	68,883
Water Fund	18,070,488	25,041,344	24,974,835	14,747,053
Wastewater Fund	21,987,918	11,623,424	12,266,818	11,266,850
Solid Waste/Transfer Station	9,452,030	9,716,687	9,988,754	10,268,439
Golf Course	3,002,735	3,086,812	3,173,243	3,262,094
Airport	3,774,627	22,137,485	4,410,741	18,001,708
Total Expenditures	110,687,250	126,588,512	108,187,295	113,982,672

If approved, the expenditures authorized will be funded from revenues obtained from federal, state and local sources. It is estimated that the amount of revenue from each source for the next four years will be as follows:

Source	2014-2015	2015-2016	2016-2017	2017-2018
Federal	6,424,115	23,628,747	6,971,572	19,805,572
State	16,350,998	17,645,160	16,712,855	17,608,417
Local	87,912,137	85,314,605	84,502,868	76,568,683
Total Revenues	110,687,250	126,588,512	108,187,295	113,982,672

The city property tax shall be limited to the amount prescribed in the Arizona State Constitution.

In determining the revenue sources to fund the authorized additional expenditures under the alternative expenditure limitation, local historical growth rates were used. Additionally, it was assumed that the federal, state and local revenues received by the city will continue to be available in FY 2014-2015 as they have for the last three years. Their continued availability is also assumed for the next three consecutive years following FY 2014-2015.

Any and all dollar figures shown in this analysis are estimated figures only and are based upon information available at the time of preparation of this report. The budgets and actual expenditures in any given year may be more or less than the figures noted above depending on available revenues. The actual expenditure limitation for each fiscal year shall be adopted as an integral part of the budget for each fiscal year.

City of Prescott
Alternate Expenditure Limitation
Home Rule Option
Summary Analysis

The voters of the City of Prescott in 1989 adopted an alternative expenditure limitation - Home Rule Option. The purpose of this election is for the continued use of the Home Rule Option.

Pursuant to the Arizona State Constitution, the City of Prescott seeks voter approval to adopt Home Rule Option to apply to the City for the next four years beginning in FY 2014-2015. Under Home Rule Option if approved by the voters, the city estimates it will be allowed to expend approximately $110,687,250 in FY 2014-2015, $126,588,512 in FY 2015-2016, $108,187,295 in FY 2016-2017 and 113,982,672 in FY 2017-2018.

With approval of Home Rule Option, the city will utilize the expenditure authority for all local budgetary purposes including general government, field and facilities, budget and finance, parks and recreation, library, community development, police, fire, economic enterprises, general fund debt service, streets and open space, impact fees, transient occupancy tax, grants, trust funds, water, wastewater, solid waste/transfer station, golf course, and airport.

Under the state-imposed limitation the city estimates that it will be allowed to expend approximately, $92,648,368 in FY 2014-2015, $104,231,462 in FY 2015-2016, $87,897,376 in FY 2016-2017 and $102,292,468 in FY 2017-2018 for the operation of your local government. These expenditure limits include expenditures of constitutionally excludable revenues.

The amount of revenue estimated to be available to fund the operation of your city government is $110,687,250 in FY 2014-2015, $126,588,512 in FY 2015-2016, $108,187,295 in FY 2016-2017 and $113,982,672 in FY 2017-2018. These revenue estimates are the same under the Home Rule Option or the state-imposed expenditure limitation. The city property tax shall be limited to the amount prescribed in the Arizona State Constitution.

Any and all dollar figures presented in this summary are estimates only and are based upon information available at the time of preparation of this analysis. The budget and actual expenditures in any of the four years may be more or less than the expenditures noted above depending on available revenue.

If no alternative expenditure limitation is approved, the state-imposed expenditure limitation will apply to the city.

ALTERNATE EXPENDITURE LIMITATION - HOME RULE OPTION

WHAT IS THE STATE IMPOSED EXPENDITURE LIMIT?

The expenditure limit resulted from a statewide voter-approved initiative in 1980. This was Arizona's response to California's Proposition 13. The 1979-1980 budget became the base year budget; annual adjustments are made to reflect population growth and inflation impacts. The intent of the initiative was to limit the amount a governmental unit could spend.

WHAT ARE THE DISADVANTAGES TO THE EXPENDITURE LIMIT?

The expenditure limit formula ignores the revenue that a city can produce. As Prescott has grown, the revenue generated has surpassed the state imposed expenditure limit. The expenditure limit places a cap on the amount that can be spent, even though a growing city experiences an increased demand for services and must maintain existing infrastructure.

The city revenue stream includes a considerable amount of privilege (sales) tax from tourists and other non-residents. These significant contributions reduce tax burden on local residents and provide the additional revenue required for maintaining and enhancing city services.

DOES THE CITY HAVE REVENUES AVAILABLE THAT IT CAN'T SPEND?

For the fiscal years 2015 – 2018, our projections indicate that our revenue will exceed the State imposed expenditure limit by nearly $20 million per year. The actual available resources for each year determine the actual amount of revenue the city can spend.

WHAT IS HOME RULE?

The 1980 legislation provides cities with the ability to seek voter approval for a home rule alternative to the state imposed expenditure limit. This home rule option allows the city to spend its available revenues to meet the expanding needs of its citizenry. This allows the city to leverage the services it provides by using the revenues generated from non-residents and governmental sources.

IS THE HOME RULE ELECTION PERMANENT?

No. Voters must grant home rule authority every four years. Voters approved the home rule election in 1989, 1993, 1997, 2001, 2005 and 2009. Prescott is one of the many cities in the State under the home rule alternative.

WILL MY TAXES GO UP AS A RESULT OF HOME RULE?

The city privilege (sales) tax cannot be increased without voter approval.
Property taxes are limited by the amount prescribed in the Arizona State Constitution.

WHAT IF HOME RULE DOES NOT PASS?

The City Council will ultimately determine ways to reduce capital spending and existing service levels. It may also need to issue debt to meet capital needs.

Arguments Favoring Proposition #

Arguments Opposing Proposition #

BALLOT FORMAT

Home Rule Option

Proposition #426

Proposal submitted by City Council of Prescott

Official Title

A resolution proposing an extension of alternative expenditure limitation for the City of Prescott.

Descriptive Title

Pursuant to the Arizona State Constitution, this proposal establishes an alternative expenditure limitation for the City of Prescott for the next four years. Annually, the City Council will determine the amount of the alternative expenditure limitation for the fiscal year after at least one public hearing. This alternative expenditure limitation replaces the state-imposed expenditure limitation.

A "YES" vote shall have the effect of establishing an alternative expenditure limitation for the City of Prescott.

Proposition #426

Yes ☐

A "NO" vote shall have the effect of not allowing the City of Prescott to establish an alternative expenditure limitation and to require expenditures of the City to be limited by the state-imposed expenditure limit.

Proposition #426

No ☐

ALTERNATIVE EXPENDITURE LIMITATION
Home Rule Option
Summary Analysis Worksheet

STATE IMPOSED EXPENDITURE LIMITATION

Fiscal Year	Base Limit	X	Population Factor	X	Inflation Factor	=	Projected Expenditure Limitation	+	Estimated Exclusions	=	Total Expenditures Under State-Imposed Limit
2014-2015	8,495,931	X	2.0831	X	2.9018	=	51,355,690	+	41,292,677	=	92,648,368
2015-2016	8,495,931	X	2.0987	X	2.9470	=	52,546,219	+	51,685,242	=	104,231,462
2016-2017	8,495,931	X	2.1299	X	2.9943	=	54,183,306	+	33,714,070	=	87,897,376
2017-2018	8,495,931	X	2.1662	X	3.0426	=	55,995,663	+	46,296,805	=	102,292,468

POPULATION FACTOR COMPUTATION

Fiscal Year	Prior Fiscal Year Population	Divided by	1978 Population	=	Population Factor
2014-2015	40,100	/	19,250	=	2.0831
2015-2016	40,400	/	19,250	=	2.0987
2016-2017	41,000	/	19,250	=	2.1299
2017-2018	41,700	/	19,250	=	2.1662

Notes:
Population projections from the Arizona Department of Administration, Office of Employment and Population Statistics
Inflation factors from the Arizona Department of Revenue, Economic Research & Analysis

11.C

COUNCIL AGENDA MEMO – April 9, 2013

DEPARTMENT: Legal

AGENDA ITEM: Approval of Arizona Municipal Risk Retention Pool ("AMRRP") Third Amended and Restated Membership Agreement (City Contract No. 2013-158)

Approved By:		**Date:**
City Attorney:	Jon M. Paladini	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell Craig McConnell	4-1-13

Summary

Approval of this Agreement will authorize the City to enter into a Membership Agreement with the AMRRP to provide the City insurance coverage for property, liability, casualty and workers' compensation and to provide payment of such losses or claims. The AMRRP Agreement is essentially an Intergovernmental Agreement with approximately 76 Arizona municipalities.

Background

The City has been self-insured for public entity liability since 1986 and self-insured for workers' compensation since 1996. The City contracts with Third Party Administrators to adjust claims for both workers' compensation and liability. Additionally, the City contracts with Willis for insurance brokerage services. Upon authorization by Council to enter into an Agreement with the AMRRP these three contracts will be cancelled since these services will be provided by the AMRRP.

In evaluating the best option for the City, staff compared the cost of insurance coverage, loss control programs, additional outside counsel costs, broker costs and third party administration costs associated with remaining self insured versus joining AMRRP. Staff's comparison confirmed that joining AMRRP would be a cost saving measure along with providing additional services, and would eliminate yearly fluctuations in budgeting. AMRRP will provide risk management services, loss control and establish safety programs to assist the City in avoiding risks. AMRRP also offers cost control of losses through effective claims management and proactive litigation management including coverage of defense attorney fees and costs.

There is also a cost saving benefit of joining AMRRP since members are given an annual dividend. The annual average dividend paid to members by AMRRP for the past 10 years has been two million dollars. The dividend is based on the total premium contribution by each member and the claims submitted in that year. The dividend received will be credited against future premiums.

AGENDA ITEM: Approval of Arizona Municipal Risk Retention Pool ("AMRRP") Third Amended and Restated Membership Agreement (City Contract No. 2013-158)

Staff's recommendation is to enter into an Agreement with the AMRRP for both liability and workers' compensation insurance coverage to begin on or before June 1, 2013, and authorize staff to execute all necessary documents to accomplish same.

Financial

The annual premium for liability insurance coverage for FY2013/14 is $736,410.00. The annual premium for workers' compensation coverage for FY2013/14 is $729,341.00. Staff estimates that this will result in an annual cost savings of at least $225,000 for the City before any dividends are paid.

The sources of funding for this Agreement are allocated in City department budgets to pay risk management/insurance costs.

Attachment

- AMRRP Third Amended and Restated Membership Agreement

Recommended Action: MOVE to approve the Restated Membership Agreement with AMRRP to provide liability and workers' compensation insurance coverage (City Contract No. 2013-158).

ARIZONA MUNICIPAL RISK RETENTION POOL
THIRD AMENDED AND RESTATED MEMBERSHIP AGREEMENT
City of Prescott No. 2013-158

1. Parties. The parties to this Third Amended and Restated Membership Agreement (the "**Agreement**") are the Arizona Municipal Risk Retention Pool, an Arizona nonprofit corporation (the "**Pool**"), and City of Prescott (the "**Member**"), a political subdivision of the State of Arizona.

2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain objectives:

2.1. WHEREAS, A.R.S. § 11-952.01 permits two or more public agencies (as defined in A.R.S. § 11-951) to enter into contracts or agreements to purchase insurance jointly or to pool retention of such public agencies' property, liability and workers' compensation risks, and to jointly form a nonprofit corporation to carry out such purposes on behalf of the public agency members of the nonprofit corporation directly or by contract with a private party; and

2.2. WHEREAS, the Pool is administered by an administrator (the "**Administrator**") designated by the Board of Trustees of the Pool (the "**Board**"); and

2.3. WHEREAS, the Member desires to enter into this agreement to:

2.3.1 pool retention of the Member's risk for property, liability and casualty losses with that of other cities, towns or other political subdivisions of the State of Arizona that are members of the Pool and to provide for the payment of such losses or claims; and/or

2.3.2 provide for the payment of workers' compensation claims made against other cities, towns or other public agencies of the State of Arizona that are members of the Pool and to provide for the payment of such claims;

NOW, THEREFORE, the Pool and Member agree as follows:

3. Coverage and Participation.

3.1. The Pool shall offer coverages for property, liability and workers' compensation. The procedure for making claims for such losses against the Pool, the means and procedures for defending against such claims, the persons or entities to be indemnified by the Pool, the limitations and exclusions on coverage, and various other matters necessary or appropriate to the functioning of the Pool in connection with property and liability losses are more particularly described in a coverage agreement to be negotiated between the Member and the Pool and attached hereto as Appendix A, and incorporated by this reference (the "**Property and Liability Coverage Agreement**"). The effective date of the Property and Liability Coverage Agreement (the "**Property and Liability Coverage Effective Date**") shall be set forth in the Property and Liability Coverage Agreement. The procedure for making claims in connection with coverage for employees of the Member as required for a self-insured employer pursuant to A.R.S. § 23-961 (as may be amended), the means and procedures for defending

against such claims, the persons or entities to be compensated by the Pool, the limitations and exclusions on coverage, and various other matters necessary or appropriate to the functioning of the Pool are more particularly described in the coverage agreement to be negotiated between the Member and the Pool and attached hereto as Appendix B and incorporated by this reference (the "**Workers' Compensation Coverage Agreement**"). The effective date of the Workers' Compensation Coverage Agreement (the "**Workers' Compensation Coverage Effective Date**") shall be set forth in the Workers' Compensation Coverage Agreement. The Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement shall be referred to collectively as the "**Coverage Agreements**." The Property and Liability Coverage Effective Date and the Workers' Compensation Coverage Effective Date shall be referred to collectively as the "**Coverage Effective Dates**."

3.2. The terms of this Agreement, the Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement may be amended by majority vote of the Board, provided that any amendment to this Agreement, the Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement shall become effective upon a date designated by the Board after first giving the Member at least thirty (30) days' prior written notice thereof. Notwithstanding the foregoing, the Board may, without prior notice to the Member, amend the Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement if the amendment does not decrease or materially change the insurance coverage available to the Member including, but not limited to, incidental or grammatical amendments that do not decrease insurance coverage available to the Member.

4. Term and Renewal. Insurance coverage under this Agreement shall be effective as set forth in each Coverage Agreement and shall be automatically renewed (for each Coverage Agreement) unless terminated pursuant to Section 5 of this Agreement.

5. Termination of Agreement.

5.1. With Cause. The Board may at any time during the term of this Agreement or any extensions thereof suspend or terminate coverage for (i) nonpayment of the Coverage Fees or any other breach by the Member of the terms of this Agreement; or (ii) the failure to satisfy underwriting requirements established by the Pool. In such case, coverage shall be suspended or terminated and membership shall be terminated pursuant to Section 8 of this Agreement.

5.2. Without Cause. Insurance coverage under this Agreement may be terminated by the Pool or the Member by written notice of termination given at least ninety (90) days prior to the anniversary of the Property and Liability Coverage Effective Date (in the case of the Property and Liability Coverage Agreement) or at least ninety (90) days prior to the anniversary of the Workers' Compensation Coverage Effective Date (in the case of the Workers' Compensation Coverage Agreement). For example, if the Member has entered into both a Property and Liability Coverage Agreement and a Workers' Compensation Coverage Agreement, coverage under either Coverage Agreement may be terminated by either party without cause by written notice of termination given at least ninety (90) days prior to the anniversary of the applicable Coverage Effective Date. Terminating coverage under one Coverage Agreement without cause pursuant to this Section 5.2 does not necessarily terminate

coverage under the other Coverage Agreement. The Board may in its sole and absolute discretion, and only in the event of extraordinary circumstances demonstrated by the Member, grant the Member a thirty (30) day extension of coverage under the Property and Liability Coverage Agreement or the Workers' Compensation Coverage Agreement on such renewal terms and conditions that are submitted to the Member by the Administrator for the next succeeding renewal year, prorated by the Administrator for the thirty (30) day extension period. Any extension granted pursuant to this Section 5.2 shall not change the Coverage Effective Date for the applicable Coverage Agreement or the term of this Agreement and any renewals thereof.

5.3. Termination of Coverage. This Agreement shall terminate and the Member shall cease being a member of the Pool upon the termination of all coverage under the Coverage Agreements. This Section 5.3 does not modify those provisions of Section 8 of this Agreement that require the Member to lose all rights as a member of the Pool upon the failure of the Member to have coverage under either Coverage Agreement reinstated prior to the expiration of the Ninety Day Reinstatement Period, as set forth in Section 8 of this Agreement.

5.4. Distribution of Assets On Termination. In the event the Member shall terminate this Agreement for any reason, or in the event the Board shall terminate this Agreement pursuant to Section 5.1 and Section 8 of this Agreement, the Member shall thereupon forfeit any and all rights to the return of any surplus, unearned contributions, or other legally permitted distributions from the Pool.

5.5. Effect of Termination. Notwithstanding the termination of this Agreement, following the date of termination a Member shall (i) cooperate fully with the Administrator in connection with the resolution of covered claims; and (ii) cooperate and assist the Administrator and any claims adjuster or legal counsel retained by the Pool.

6. Termination of the Pool. Notwithstanding any other provision hereof, the Pool may be terminated at such time as the Board determines (by a vote of at least two-thirds of the number of Board members then serving on the Board at a duly called meeting of the Board at which a quorum is present) that the number of members of the Pool or the size of the Pool is too small to provide coverage against the risks specified in the Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement. Any termination pursuant to this Section 6 shall not be effective until the Board shall have given each member of the Pool at least twelve (12) months' written notice.

7. Coverage Fees. The Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement shall each set forth the fees for the coverages selected by the Member (collectively, the "**Coverage Fees**"). The Coverage Fees shall be based on sound underwriting criteria as recommended by the Pool's actuary and the Administrator. The Member agrees to furnish the Administrator all available data regarding exposures and loss experience of the Member necessary to calculate Coverage Fees. The Member shall pay its total Coverage Fees to the Pool in cash pursuant to a payment plan established by the Board.

8. Suspension. In the event the Member (i) fails to pay its Coverage Fees as specified herein; (ii) fails to comply with any of the other terms of this Agreement; or (iii) fails to satisfy underwriting requirements established by the Pool, the Board may, if such failure is not

cured after ten (10) days' written notice, terminate the Member's coverage under the applicable Coverage Agreement. The date of such termination shall be referred to as the "**Coverage Termination Date**." Notwithstanding such termination of coverage, the Member shall retain its rights to the return of any surplus or other distributions from or assets of the Pool for a ninety (90) day period (the "**Ninety Day Reinstatement Period**") following such notice by the Pool. To retain this right, the Member must notify the Pool in writing during the Ninety Day Reinstatement Period of the Member's election (the "**Reinstatement Election**") to reinstate coverage by delivering to the Pool a payment in an amount equal to any outstanding Coverage Fees and otherwise curing the failure giving rise to the termination of coverage. Upon the Pool's receipt of such payment and evidence documenting that the Member has cured the failure giving rise to the termination of coverage, together with such underwriting data and other information as the Pool may reasonably request, and provided that the Administrator determines (in the exercise of the Administrator's sole and absolute discretion) that the reinstatement of coverage is appropriate based on sound business judgment, loss control and underwriting criteria, and loss experience during the Ninety Day Reinstatement Period (or applicable portion thereof), coverage under the applicable Coverage Agreement will be reinstated, effective as of the Coverage Termination Date. If the Member fails to provide the Pool the Reinstatement Election (together with such documentation, data and other information as required pursuant to this Section 8) during the Ninety Day Reinstatement Period, or if the Member provides the Reinstatement Election (together with such documentation, data and other information as required pursuant to this Section 8) during the Ninety Day Reinstatement Period and the Member's coverage reinstatement is denied pursuant to this Section 8, upon the expiration of the Ninety Day Reinstatement Period, the Member shall cease to be a member of the Pool and shall lose all rights as a member of the Pool including (without limitation) the right to return of any surplus or other distributions from or assets of the Pool and coverage under any Coverage Agreement. In the event of such termination, the Member shall be relieved of any liability for ordinary Coverage Fees under Section 7 for fiscal years after the year of the Member's termination. The Member's liability for additional assessments shall continue to the extent provided in Section 9 below.

9. Assessment. The Member shall be subject to assessment pursuant to A.R.S. § 11-952.01(M), as may be amended, and the terms of such statute are incorporated by reference. The amount of such assessment may not exceed the amount of the Member's annual Coverage Fees to the Pool for the year in which the assessment is made or (if the Member has withdrawn from the Pool) for the last year that the Member was a member of the Pool. The amount of each assessment and a description of the manner of calculating the same shall be provided to the Member in writing (the "**Assessment Notice**"), and the Member shall pay such assessment pursuant to the terms and conditions of the Assessment Notice. The Member shall remain liable for assessments for liabilities of the Pool incurred during the Member's period of membership in the Pool, notwithstanding the Member's withdrawal from participation in the Pool or the termination of this Agreement.

10. Inspection and Audit. The Administrator or any other designee of the Pool shall be permitted, but shall not be obligated, to inspect the Member's properties and operations at any time. Neither the Administrator's right nor any such designee's right to make inspections nor the making thereof shall constitute an undertaking on behalf of or for the benefit of the Member or

others to determine or warrant that such properties or operations are safe or are in compliance with any law or rule.

10.1. The Administrator or any other designee of the Pool may examine and audit the Member's financial and administrative records that relate to the subject matter of this Agreement at any time during the period of this Agreement is in effect and within five (5) years after the termination of this Agreement.

10.2. The Pool shall be audited annually at the expense of the Pool by a certified public accountant, and a copy of the report shall be submitted to the Board, the Member, and the Arizona Department of Insurance. The Board shall obtain an appropriate actuarial evaluation of the claim reserves of the Pool including, an estimate of the incurred but not reported claims and shall maintain claim reserves equal to known incurred losses and an estimate of incurred but not reported claims, as determined by the Board.

11. Loss Control. The Member shall maintain a program of loss control in substantial conformance with the Loss Control Program Standards for Members, a copy of which is attached hereto as Appendix C and incorporated by this reference (the "**Loss Control Standards**"). The Member acknowledges, understands and agrees (i) that the Loss Control Standards are simply recommendations concerning the minimum standards that should be adopted by each member of the Pool, (ii) that to be effective, a loss control program must be tailored to the specific requirements of each member of the Pool, (iii) that the Pool makes no representation or warranty that the Loss Control Standards are sufficient or adequate to meet the specific requirements of the Member, and (iv) that it is the Member's sole responsibility to modify the Loss Control Standards to meet the specific requirements of the Member.

12. Subrogation. In the event a recovery is obtained against a third party pursuant to the right of subrogation set forth in the Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement, such recovery shall first be applied to the costs of recovery, and the balance, if any, shall be apportioned between the Pool and the Member in proportion to their respective losses from the occurrence giving rise to such recovery.

13. Conformity with Law. In the event any term or provision of this Agreement shall be in conflict with the laws and statutes of the State of Arizona as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

14. Authorized Representatives; Prompt Reply. The Pool and the Member shall each designate a representative authorized to act on each of the respective parties' behalf in all matters pertaining to this Agreement.

For the Pool:

_____
Name

_____
Title

_____
Address

_____
City State Zip Code

_____
Telephone

For the Member:

_____
Name

_____
Title

_____
Address

_____
City State Zip Code

_____
Telephone

Such representatives and/or addresses may be changed by either party from time to time by written notice to the other. The Member (through its Authorized Representative listed above) shall reply promptly to all correspondence or inquiries from the Pool.

15. Prior Acts of Parties. All covenants, promises, agreements, conditions and understandings between the Pool and the Member, and any other acts of the parties undertaken pursuant to A.R.S. § 11-952.01 are superseded by and merge into this Agreement, and this Agreement and any Appendices hereto set forth all covenants, promises, agreements, conditions and understandings between the Pool and the Member as of the date hereof. There are no covenants, promises, agreements, conditions or understandings either oral or written between the Pool and the Member other than set forth herein and in the Appendices hereto.

16. Liability. The Pool, the Board and the Administrator shall have no obligation to pay or defend claims except from the funds in the Pool, and no liability pursuant to this Agreement and any Appendix hereto except to disburse funds in the Pool in accordance with the terms of this Agreement. In the event that after collecting all assessments or Coverage Fees from the members of the Pool as provided for herein, there are insufficient funds in the Pool to pay the

expenses and to discharge the obligations of the Pool, neither the Pool, the Board nor the Administrator shall have any further obligation to defend or pay claims.

16.1. No member of the Pool has any liability for claims brought by third parties against any other member of the Pool, other than the obligation to contribute certain funds to the Pool as expressly required by this Agreement. The liability for any claim against the Member shall remain the sole and exclusive liability of the Member. The obligation of the Pool is to indemnify the Member against such liability as required by the Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement, and only to the extent there are funds in the Pool for such indemnification.

16.2. The Member is not relieved of its liability incurred during the Member's period of membership in the Pool except through the payment of losses by the Pool (as required by the Property and Liability Coverage Agreement and the Workers' Compensation Coverage Agreement) or by the Member.

17. Invalidity of a Term. The parties agree that in the event any term, covenant or condition herein contained should be held to be invalid or void by a court of competent jurisdiction, the invalidity of any term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.

18. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 75-5, entitled "Prohibition of Discrimination in State Contracts - Non-Discrimination in Employment by Government Contractors and Subcontractors," and any subsequent similar Executive Order.

19. Governing Law And Venue. This Agreement shall be construed under the laws of the State of Arizona. Any action arising out of this Agreement, whether for the enforcement thereof or otherwise, shall be brought in Maricopa County.

20. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of such counterparts shall be deemed an original hereof.

21. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. 38-511, the provisions of which are incorporated herein.

22. In addition to Appendices A, B and C previously referred to herein, the following Appendices are attached hereto and incorporated by this reference as if set forth in full, and such Appendices are subject to amendment pursuant to each of their respective terms:

Appendix D – Bylaws of the Pool

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 20__.

POOL:

ARIZONA MUNICIPAL RISK RETENTION POOL, an Arizona nonprofit corporation

By:_____
Its:_____

THE MEMBER:

By:_____
Its:_____

COUNCIL AGENDA MEMO – April 9, 2013

DEPARTMENT: Community Development

AGENDA ITEM: Approval of Preliminary Plat PP12-001 and associated Water Service Agreement WSA13-001 (City Contract No. 2013-150) for the Madison Park Cottages, a six lot single-family Planned Area Development subdivision. Zoning: Multifamily, Medium Density; Owner: Habitat for Humanity

Approved By:		**Date:**
Department Head:	Tom Guice	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell Craig McConnell	4-2-13

Item Summary

This is a Preliminary Plat and associated Water Service Agreement to create six single-family patio home lots located between Madison and Meany Streets west of Short Street. Patio home lots may be as small as 3000 square feet. The smallest proposed lot is 3210 square feet. Off-site improvement of Meany Street has been recommended by the Planning and Zoning Commission.

Planned Area Developments (PAD) allow for more flexible design of subdivisions, especially where terrain is a factor. A PAD design may have some subdivision requirements modified or waived in return for a better design, providing community amenities or creating a benefit to the community. The Madison Park Cottages PAD proposal includes a requested waiver of the requirement to provide all required parking on each residential lot. This plat would provide for shared and guest parking in the southwest portion of the development to accommodate the parking for all four lots fronting Meany Street.

Background

The property was acquired by Habitat several years ago for the purpose of building homes for their client families. The zoning would allow up to 13 dwelling units if developed as apartments, but significant grading would be required. The terrain is difficult due to a large rock outcropping running east-west through the site. Habitat has developed a design that avoids extensive grading of the site, which is reflected by the plat.

The proposal was reviewed at a pre-application conference (Attachment 4) prior to formal plat submittal. The plat was reviewed by the P&Z Commission at two meetings in November 2012. Staff recommended a number of conditions related to easements, parking and access. Several neighbors attended the meeting and voiced concerns over post-development drainage and the condition of Meany Street. The drainage concerns will be addressed in the Final Plat submittal, as required by Code. Meany Street is

narrow and unimproved except for a thin asphalt overlay for dust control. Planning and Public Works staff did not recommend that improvements to Meany Street be required due to the extremely low additional traffic volumes anticipated as a result of four of the six lots using that street for access.

Following discussion, the P&Z Commission recommended approval of the plat (6-0 with one abstention), but with the additional recommended condition that Habitat improve Meany Street to current City street standards, and the Final Plat be reviewed by the P&Z Commission before going to Council (Attachments 5 and 6).

In recent months Habitat worked with Planning and Public Works to ascertain if a lesser street standard could be considered. The Public Works Department re-evaluated and provided a synopsis and recommendation (Attachment 7).

Supplemental Information

City Council discussed the plat on March 26th and deferred action pending additional information which is attached to this report and summarized below.

- Police Department – Widen Meany Street, provide some form of vehicle turn-around and provide an additional street light. Note that new street lights within the public rights of way of existing developed neighborhoods are City funded through the monthly assessment on utility bills, upon receipt of a petition and majority support by residents. (Attachment 8)

- Fire Department – Install a minimum 20 foot wide, all weather surface pavement, posted "No Parking" on both sides, and install a new fire hydrant at the corner of Meany Street and Short Street.

- Engineering Division – Install 24 foot wide paving (3 inch asphalt over 8 inch base) on both Short Street and Meany Street (Short Street is chip sealed like Meany Street), Post "No Parking" on at least one side. (Attachment 9)

- Solid Waste Division – Offers several options to address the collection of refuse and recycling from the site. (Attachment 10)

With the exception of the street light, the Engineering Division recommendations would meet or exceed the recommendations of Police and Fire. The Engineering Division estimates the cost of construction of both Short Street and Meany Street to be roughly $72,000. They further note that the City could participate in both the design and the construction via the Annual Pavement Reconstruction program. Any such participation, in whole or part, would appropriately be added to the motion for approval of the preliminary plat in the **Recommended Action** section at the end of this memorandum.

Agenda Item: Approval of Preliminary Plat PP12-001 and WSA13-001 (City Contract No. 2013-150) for the Madison Park Cottages, a six lot single-family Planned Area Development subdivision

Fiscal Impact

The six additional homes will generate a minor amount of additional property tax.

Attachments

1. Location Map with Zoning
2. Preliminary plat
3. Aerial photo of site and vicinity
4. Pre-Application Conference letter
5. P&Z Commission recommended conditions
6. P&Z Commission Minutes and staff reports
7. Report by Public Works Department
8. Police Department letter of March 31, 2013
9. Engineering Division memorandum
10. Solid Waste refuse and recycling options
11. Water Service Agreement WSA13-001

Recommended Action: Two alternative motions are provided for Council consideration:

(1) MOVE to approve Preliminary Plat PP12-001 and WSA13-001 (City Contract No. 2013-150) inclusive of the P&Z Commission recommended conditions, but excluding the off-site street improvements to Meany Street.

OR

(2) MOVE to approve Preliminary Plat PP12-001 and WSA13-001 (City Contract No. 2013-150) inclusive of the P&Z Commission recommended conditions with the alternative street improvements as described in the Engineering Division report (Attachment 9), and addition of a new fire hydrant at the corner of Short and Meany Streets.

ATTACHMENT 1

Parcel Report for APN: **113-14-053**

Site Address **238 MEANY ST**
301 MADISON AVE

Owner
HABITAT FOR HUMANITY
1230 WILLOW CREEK RD
PRESCOTT AZ 863011428

Subdivision Name **BASHFORD ADDITION**

Max Lot Coverage -
Max Bldg Height -
Setbacks
Front -
Side -
Rear -
Corner -

Acres
Square Ft
TRS **T5-R1-S**

DOR Usage Code **Vacant**
Description **0011-VACANT RESIDENTIAL**

Zoning Information

Zoning **MF-M (MH)**

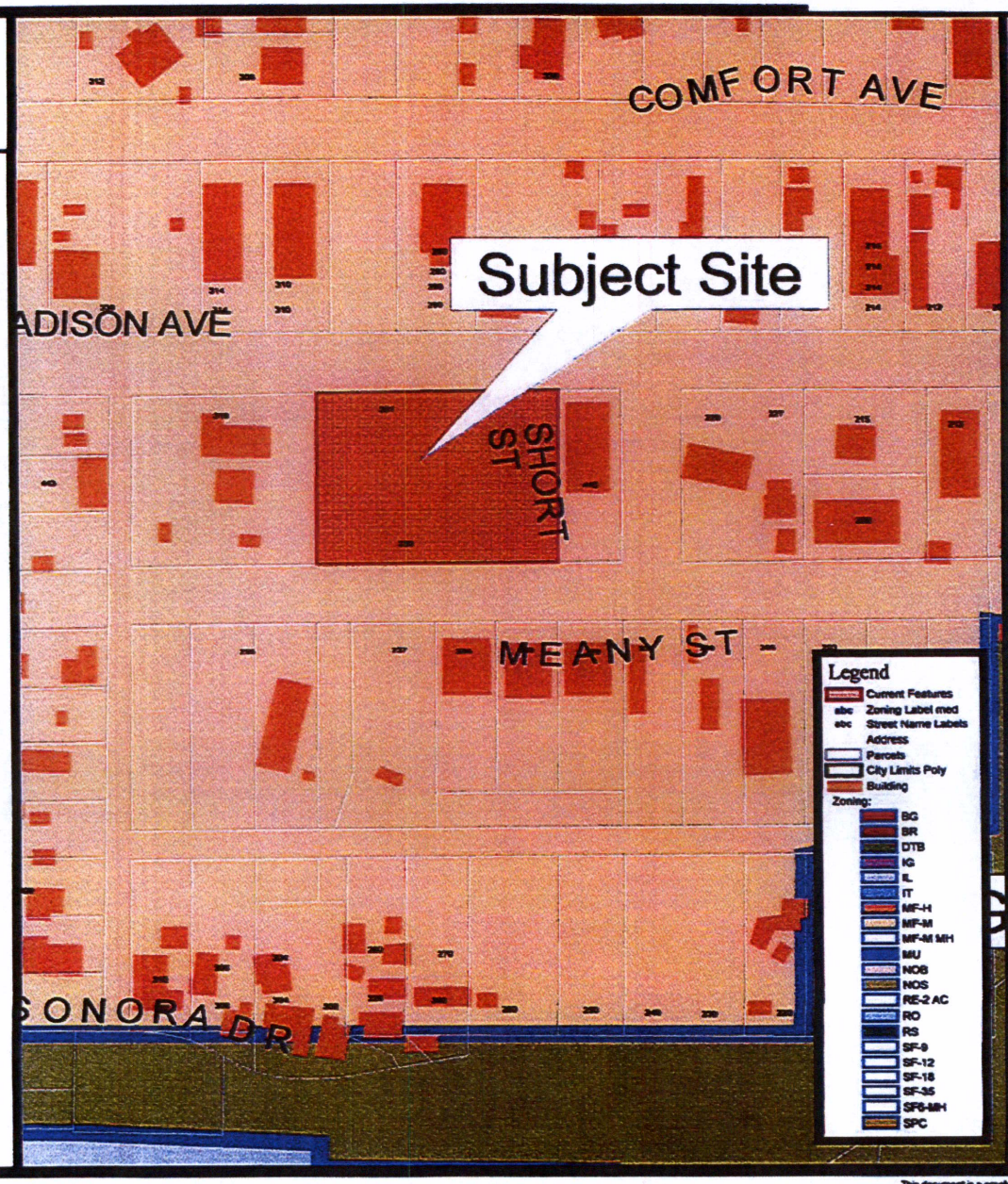
Flood Zone **X;**
FIRM Panel **04025C2061G**

Overlay District Information

HPD District	**Outside**
NR District	**Outside**
Willow Creek District	**Outside**
Wipple-Zuma District	**Outside**
Hwy 69 District	**Outside**
Prescott East Area Plan	**Outside**
Prescott Enterprise	**Inside**
Airport Noise District	**Outside**
Wildlife Urban Interface	**Outside**

Planner's Actions:

-



238 MEANY ST

This map is a product of The City of Prescott

0' 1" = 134'

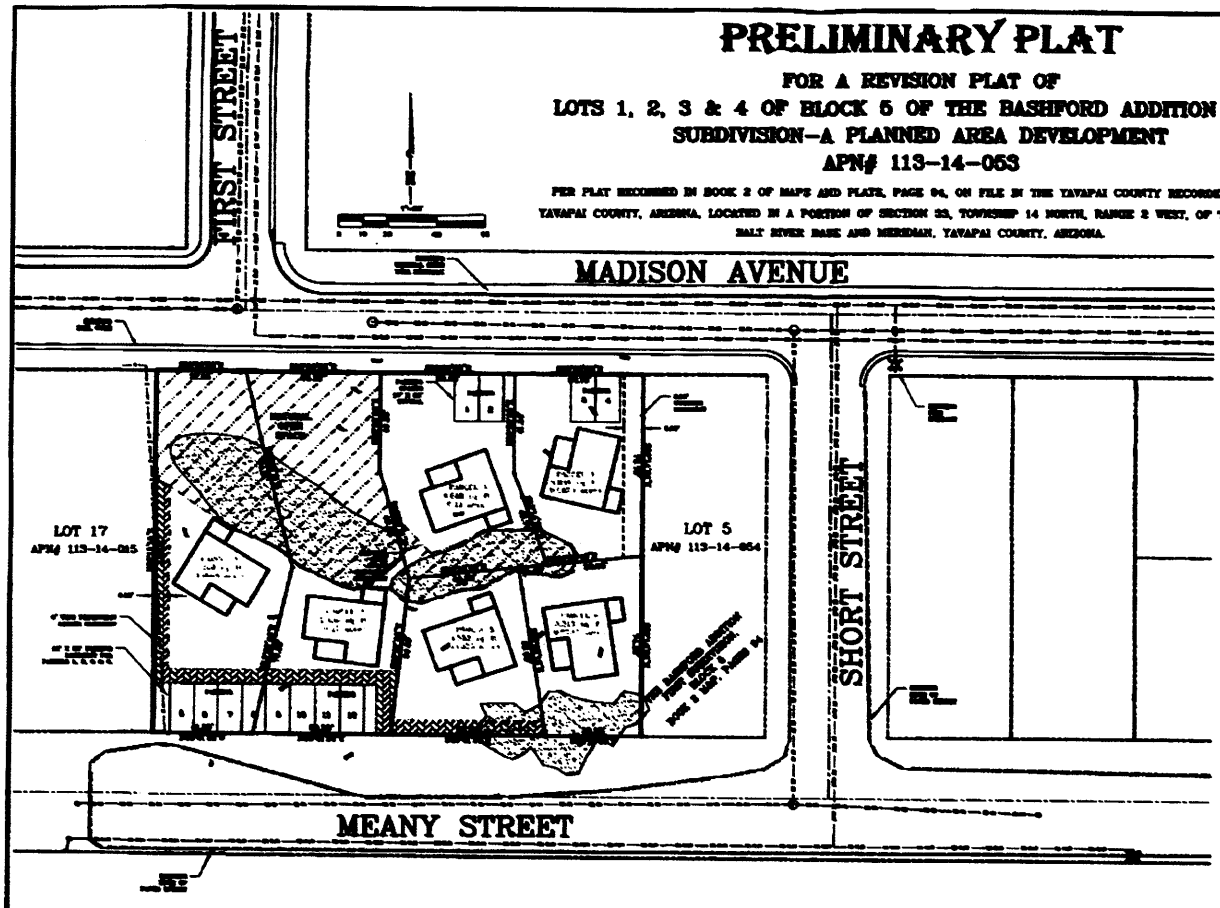
This document is a graphic representation only of best available sources. The City of Prescott assumes no responsibility for any errors.

ATTACHMENT 2

PRELIMINARY PLAT

FOR A REVISION PLAT OF
LOTS 1, 2, 3 & 4 OF BLOCK 5 OF THE BASHFORD ADDITION FIRST SUBDIVISION–A PLANNED AREA DEVELOPMENT
APN# 113-14-053

PER PLAT RECORDED IN BOOK 2 OF MAPS AND PLATS, PAGE 94, ON FILE IN THE YAVAPAI COUNTY RECORDER'S OFFICE, YAVAPAI COUNTY, ARIZONA, LOCATED IN A PORTION OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA.



DEVELOPER/OWNER:

Habitat for Humanity
1230 Willow Creek Road
Prescott, AZ 86301
928-445-8003
info@prescotthabitat.org

SURVEYOR:

Nexus Southwest, LLC.
212 S. Marina Street
Prescott, AZ 86303
Phone: 928-778-5101
Contact: Michael Haywood, LS# 13941

Parcel No: 113-14-053

Current Zoning: MF-M(MH)
Proposed Zoning: MF-M(MH)
Setbacks: Standard per MF-M(MH)
Each Building Footprint is 844 sq. ft.

PARCEL AREAS:

PARCEL	SQ. FT.	ACRES
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
TOTAL AREA =	[illegible]	[illegible]
OPEN SPACE AREA:		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
% OPEN SPACE =	[illegible]	

UTILITIES

Water:	City of Prescott
Sewer:	City of Prescott
Electric:	Arizona Public Service
Telephone:	Century Link
Cable:	Cable One
Gas:	Unisource

BENCHMARK
CITY OF PRESCOTT CONTROL CORP POINTS

NEXUS SOUTHWEST, LLC
REGISTERED LAND SURVEYORS
212 S. MARINA STREET
PRESCOTT, ARIZONA 86303
[illegible]

ATTACHMENT 3
1ST ST
MADISON AVE
SHORT ST
MEANY ST

ATTACHMENT 4

CITY OF PRESCOTT
201 S. Cortez St.
Prescott, AZ 86302

George Worley
Community
Planner Manager
(928)777-1287
Fax (928)777-1258

12/7/2011

HABITAT FOR HUMANITY
1230 WILLOW CREEK RD
PRESCOTT, AZ 86301

BLUE LINE DESIGN
PO BOX 12170
PRESCOTT, AZ 86304

RE: **PAC #:** PAC11-084
Address: 301 MADISON AVE
Parcel Number: 11314053
Zoning: MF-M
Description: 1, 2, 3 BEDROOM HABITAT HOMES FOR 6 CREATED LOTS AND A DEDICATED COMMON SPACE.

We appreciate your interest in Prescott and the opportunity to review your development plans. The following comments are a synopsis of those made at the Pre-Application Conference (PAC) on **12/1/2011** relative to the project listed above. The PAC meeting is intended as an opportunity for discussion; it **is not** meant to represent an approval or disapproval of your plans **and does not** necessarily represent a complete assessment of all requirements. PAC comments **expire** one year from the date of this letter.

If you are directed into a public approval process (e.g. General Plan amendment, Area Plan amendment, Subdivision Plat, Preservation Commission or Rezone) as a result of the PAC meeting, the schedule that you receive is only a tentative one. Staff will do everything possible to keep an application proceeding in a timely manner but no applications will be scheduled for a public meeting until the application is deemed complete, including all supporting documentation necessary for public review.

In order to receive a building permit for your project you will need to revise your site plan, architectural and civil plans in relation to the PAC comments provided here.

Planning and Zoning – George Worley, Planning Manager, 777- 1287

1. Zoning is MF-M (MH), multifamily with a manufactured home overlay.
2. This is a subdivision plat or revision of plat requiring P&Z Commission review and City Council approval.
3. This is a Planned Area Development (PAD). PAD's allow the City Council broad discretion to modify or waive standards.
4. Five of the six lots shown on this design fall below the minimum lot size required by the MF-M district.
5. Two parking spaces per dwelling are provided, which meets requirements, however the parking appears to be off-site with the parking on separate lots or tracts. Given the compact nature of the design, staff sees no functional problem with this approach.

6. Because of the designated open space areas, an owners association or similar organization must be established to manage the open space areas.

Historic Preservation – Cat Moody, Preservation Specialist, 777-1318
No comments.

Building Division – Randy Pluimer, Chief Building Official, 777-1228
The following chart is the Design Criteria for buildings within the City of Prescott.

GROUND SNOW LOAD	WIND Speed (mph)	SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM Weathering	Frost line depth	Termite	Decay	WINTER DESIGN TEMP	FLOOD HAZARD	AIR FREEZING INDEX	MEAN ANNUAL TEMP
30 PSF	90	C	Negligible	18"	Moderate	Slight	15° F	Jurisdiction specific	194	53

The City of Prescott Building Division is currently operating on the 2006 I-Codes, Codes as follows; IBC, IRC, IPC, IMC, IFGC and the 2005 NEC. The 2006 IFC is enforced by the City of Prescott Fire Department. Compliance with all Federal, State, Local Codes and Ordinances is required; in addition, compliance with the Americans with Disabilities Act is required.

Please provide a General Building Summary to include, Occupancy Classification, Type of Construction, and Building Area— actual and allowable. If the building is a Mixed Occupancy, provide the classification for each occupancy and total square footage for each occupancy. State either (separated use or Non-separated use) and provide all allowable area calculations as per Section 506 of the IBC on the construction plans.

The following comments are intended to be general in nature and should not be construed by the applicant as a complete review of this project for compliance with the construction codes adopted by the City of Prescott.

1. More information will be required prior to review.

Engineering Services – Dick Mastin/John Lambert, 777-1273

1. Provide a Grading and Drainage Plan and a Drainage Analysis by a licensed engineer demonstrating the increased drainage flows from the proposed development will not impact adjacent properties.

2. This site has considerable contour and rock outcroppings that complicate underground work. The two units on Madison Street will require a substantial amount of rock excavation to achieve a flat building pad.

3. This property is subject to the City's Off-Site Improvement Ordinance that will require the owner to pay to the City the cost of roll curb and sidewalk along the Meany Street frontage and construct sidewalk on Madison Street in front of the two units. Costs for the Off-Site Improvements:

   Curb on Meany Street: 200 LF X $12.00 = $2400.00
   Sidewalk on Meany Street: 200 LF X 4 feet wide X $4.50 = $3600.00
   Sidewalk on Madison Street: 120 X 4 feet wide X $4.50 = $2160.00

Please clarify the off-site improvements on the south side into the Meany St. 50' ROW, also provide grading cross sections at or near the P/L, ROW line at Madison St. frontage and include driveway detail on improvement plans.

Addressing – Paula Greenlee, 777-1306
Addresses will be issued after the final plat is recorded.

Public Works – Utilities – Gwen Rowitsch, 777-1368

1. A 6" water main fronts the property in Madison Avenue and in the alley behind (south) of the lot. The existing meter and service line serving this property need to be shown on the site plan. The project will require an RPZ type backflow preventer if there is an irrigation system installed for the common area. Each lot must have its own separate meter per City Code 2-1-24. How will water service reach lot 3 and 4 with the bedrock shown?

2. A 6" sewer main fronts the property in Madison Avenue and in the alley behind (south) of the lot. The sewer main and any existing service lines serving this property need to be shown on the site plan. How will sewer service reach lot 3 and 4 with the bedrock shown?

3. Any existing easements within the property need to be accurately depicted on the site plan, called out with the type of easement, size of easement, book and page.

4. Main line extensions of water and sewer, outside of dedicated rights-of-way, require the dedication of easements within the property per the City of Prescott Land Development Code. Twenty feet (20') is required for each individual water and sewer main line, or a total of thirty feet (30') is required if the lines are shown combined on parallel alignments.

5. Provide adequately sized and constructed interceptor and pretreatment per City Code Section 2-1-40 thru Section 2-1-47 in accordance with Chapter 10 of the 2006 International Plumbing Code.

6. Do not place permanent structures or significant landscape features, such as trees or large boulders, over water or sewer lines or into the dedicated easements. Civil, architectural, dry utilities and landscape architectural plans must be coordinated to avoid conflicts.

7. Civil plans shall be prepared and sealed by a licensed Engineer in the State of Arizona for this project. All public improvement(s) and private fire line(s) shall be included in the "as-built" submittal in accordance with City requirements and shall receive an "Approval to Operate and Release" from the City of Prescott prior to a water meter being set on the site. A drainage report, water report, sewer report and geotechnical report is required for this project.

8. A Water Service Agreement is required for each dwelling unit. An application can be found on the City website at www.prescott-az.gov/documents.

Field-Ops- Solid Waste – Brad Frisk, 777-1673

This site is approved for residential refuse service.

Fire Department – Dave Mecca, Fire Inspector, 777-1760

The following comments are based on the information submitted to the City as part of your Pre-Application Conference (PAC) application. While the Fire Department intends to address as many issues as possible as part of the PAC review, a complete and final Fire Department review will occur based on construction plans submitted as part of an application for building, platting or fire permits. Should you have questions regarding Fire Department requirements for your project or wish to meet outside of the PAC meeting please call the Fire Department Prevention Office at 928-777-1760 to arrange a meeting.

International Fire Code
The City of Prescott adopted the 2006 edition of the *International Fire Code* (IFC) and the *International Wildland Urban Interface Code* (IWUIC) with amendments. All plans shall be drawn to meet these requirements. The IFC and IUWIC amendments are available on the city website at www.prescott-az.gov/documents.

Fire Hydrants
There are currently (1) fire hydrant(s) serving this property. The addition of (1) dry barrel fire hydrant(s) shall be installed, inspected, tested and activated prior to the Certificate of Occupancy being issued for any building permit and/or the release of any subdivision. Fire hydrants shall be in a location approved by the Code Official in accordance with the International Fire Code (IFC), Appendix C but in no case shall a fire hydrant be located more than 100 feet from a fire department connection.

Required Fire Flow: 1,000 gpm

Post "No Parking" fire lane signs on both sides of Meany Street.

If you have any questions regarding the comments made for this project please contact the appropriate department representative or me directly at 928-777-1287.

Sincerely,

George Worley
Community Planner Manager

Enclosures -- As stated

CC: File/Trak-It

ATTACHMENT 5

Excerpt from P&Z Commission Minutes:

Mr. Menser, MOTION to approve PP12-001, with the following conditions:

1. That all easements would be delineated and described on the plat.
2. That maintenance responsibility for all easements would be specifically assigned on the plat.
3. That the parking spaces for all parcels would be permitted within the front building setbacks.
4. That the LDC requirement for on-site parking spaces would be waived to allow the congregate parking for parcels 1, 2, 5 and 6, as proposed on parcels 1 and 2.
5. Meany Street would need to be improved substantially to meet city standards with the extent of the improvements to be determined by Public Works and other city staff.
6. A turnaround must be provided at the end of the street.
7. Each house on Meany Street must have two parking spaces assigned and one additional guest parking space either in bays or curbside.
8. If the conditions require extensive changes to the preliminary plat then it must come before the Planning and Zoning Commission.
9. The final plat must come for review before the Planning and Zoning Commission prior to going to council for action.

Mr. Gardner, 2nd. Mr. Menser called for comments. Mr. Michelman recused himself from voting on the proposal. VOTE 6-0-1; passed (Mr. Michelman abstained from voting).

Better Turn around at
West end of Meany

ATTACHMENT 6

CITY OF PRESCOTT
Everybody's Hometown

PLANNING & ZONING COMMISSION AGENDA

PLANNING & ZONING COMMISSION
REGULAR MEETING / PUBLIC HEARING
THURSDAY, November 29, 2012
9:00 AM

COUNCIL CHAMBERS
CITY HALL
201 S. CORTEZ STREET
PRESCOTT, ARIZONA
(928) 777-1207

The following agenda will be considered by the **PLANNING & ZONING COMMISSION** at its **REGULAR MEETING / PUBLIC HEARING** to be held on **THURSDAY, November 29, 2012, at 9:00 AM in COUNCIL CHAMBERS, CITY HALL,** located at **201 S. CORTEZ STREET**. Notice of this meeting is given pursuant to *Arizona Revised Statutes*, Section 38-431.02.

I. CALL TO ORDER

II. ATTENDANCE

MEMBERS

Tom Menser, Chairman	George Sheats
Ken Mabarak, Vice Chairman	Don Michelman
Joseph Gardner	Terry Marshall
Timothy Greseth	

III. REGULAR ACTION ITEMS

1. Consider approval of the minutes of the November 8, 2012 regular meeting.
2. PP12-001, 238 Meany St. Madison Park Cottages, lots 1 through 4, Block 5, Bashford Addition. APN: 113-14-053 totaling ±0.69 acres. Existing zoning is Multifamily Medium (MF-M). The proposed subdivision is to result in 6 lots with a PAD designation. Owner/Applicant is Habitat for Humanity.

IV. PUBLIC HEARING ITEMS

V. CITY UPDATES

VI. SUMMARY OF CURRENT OR RECENT EVENTS

VII. ADJOURNMENT

THE CITY OF PRESCOTT ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. WITH 48 HOURS ADVANCE NOTICE, SPECIAL ASSISTANCE CAN BE PROVIDED FOR SIGHT AND/OR HEARING IMPAIRED PERSONS AT PUBLIC MEETINGS. PLEASE CALL 777-1272 OR 777-1100 (TDD) TO REQUEST AN ACCOMMODATION TO PARTICIPATE IN THIS MEETING.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall and on the City's website on November 20, 2012 at 1:30 p.m. in accordance with the statement filed with the City Clerk's Office.

Suzanne Derryberry

Suzanne Derryberry, Administrative Specialist
Community Development Department

CITY OF PRESCOTT
Everybody's Hometown

PLANNING & ZONING COMMISSION
REGULAR MEETING / PUBLIC HEARING
November 8, 2012
PRESCOTT, ARIZONA

MINUTES of the **PRESCOTT PLANNING & ZONING COMMISSION** held on **November 8, 2012** at **9:00** AM in **COUNCIL CHAMBERS, CITY HALL, 201 S. CORTEZ STREET, PRESCOTT, ARIZONA.**

I. CALL TO ORDER

Chairman Menser called the meeting to order at 9:00 a.m.

II. ATTENDANCE

BOARD MEMBERS	STAFF MEMBERS
Tom Menser, Chairman	George Worley, Planning Manager
Ken Mabarak, Vice Chairman	Matt Podracky, Senior Assistant City Attorney
Tim Greseth	Suzanne Derryberry, Administrative Specialist
Don Michelman	
George Sheats	**COUNCIL PRESENT**
Joe Gardner	Jim Lamerson
Terry Marshall	Len Scamardo

III. REGULAR ACTION ITEMS

1. Consider approval of the minutes of the July 12, 2012 regular meeting.

   Mr. Michelman, MOTION to approve minutes. Mr. Sheats, 2nd. VOTE 7-0; passed

IV. PUBLIC HEARING ITEMS

1. PP12-001, 238 Meany St. Madison Park Cottages, lots 1 through 4, Block 5, Bashford Addition. APN: 113-14-053 totaling ±0.69 acres. Existing zoning is Multifamily Medium (MF-M). The proposed subdivision is to result in 6 lots with a PAD designation. Owner/Applicant is Habitat for Humanity.

   Mr. Michelman stated that he is on the Board of Directors for Habitat for Humanity; however, he noted that he does not have any kind of financial involvement related to the project located at 238 Meany St. He indicated that he had spoken to the legal department regarding this matter.

   Mr. Marshall stated that he also sits on a committee for Habitat for Humanity, and like Mr. Michelman, he does not have any financial involvement regarding the proposed project.

   Mr. Podracky stated that neither Mr. Michelman nor Mr. Marshall had a conflict of interest related to the proposed project located at 238 Meany St. He added that those members would not be required to recuse themselves from voting on the proposal.

Mr. Worley reviewed the staff report and indicated that the project is a request for a sub-division plat. He continued by discussing specifics related to the project and displayed photos on the overhead projector.

Mr. Worley indicated that the two lots to the west have more than sufficient property to meet the minimum size requirements for single-family lots. The other four lots are slightly below the minimum requirement and is part of the reason for the PAD request. He continued by discussing lot size requirements as per city code.

Mr. Worley addressed the issues relating to a substantial rock outcropping which had constrained development of the property. He continued by discussing the planned open space areas which would allow flexibility to adjust lot sizes and to provide off-site parking spaces.

Mr. Worley noted that the proposed homes would be single-family housing and would be family occupied.

Mr. Worley described the process of approval and noted that should the preliminary plat be approved by the City Council, it would then have to be addressed by engineering to complete the final plat. He noted that typically the final plat goes straight to City Council for approval; however, if the Planning and Zoning Commission desire to review the Final Plat as well, then a request could be included in the Commissions motion when the Preliminary Plat request comes back for approval.

Steve Simpson, 6369 E. Andover Lane, stated that he does designs for Habitat homes and continued by explaining the reasons for the current design. Mr. Menser wanted to know if any of the Habitat homes ever end up back on the real estate market. Mr. Simpson stated that they try to take back the homes to filter them back through the system to provide housing to another family.

Mr. Greseth discussed the parking spaces and wanted to know if it would be required to have covered parking. Mr. Worley stated that it would not be a requirement. Mr. Greseth continued by asking if there would be any retaining walls placed around the parking area. Mr. Simpson stated that it did not appear that there would be a need for any retaining walls.

Other discussions from the commission included topics related to natural open space, some form of a HOA, parking, street improvements and lot sizes.

The Commission discussed their concerns regarding street improvements along Meany Street. Mr. Worley stated that staff would reexamine the concerns related to street improvements and would provide the committee with additional information at the next meeting.

Mr. Menser questioned who actually owns the Habitat homes. Mr. Simpson stated that the occupants are the home owners, which is usually accomplished through a 30 year mortgage.

Mr. Worley informed the committee that two letters were received from nearby residents noting their concerns related to the proposal.

Mr. Menser made a call to the public.

Tony Van Setten, 319 Madison Ave, stated that he works for Yavapai County Public Works, and noted his concerns surrounding the proposal and also spoke about the possible issues regarding drainage.

John Hensley, 1423 E. Cholla St, Phoenix, AZ, stated that he owns property at 255 Meany and 237 Meany. He voiced his concerns about the quality of life and the impact this would have on his investments.

Various members of the commission discussed possible options of having a cul-de-sac.

Miriam Haubrich, 1475 Valley Ranch Circle, Director of Prescott area Habitat, discussed different aspects related to the project and stated that the organization would do what is best for the area.

Mr. Menser asked if the project would still be economically viable if there was one less unit. Ms. Haubrich stated that if they cannot do one of the houses reasonably then they wouldn't do it. She added that they would prefer to do six houses, but five would work.

The committee agreed to continue the discussion at the following meeting to take place on November 29, 2012. Mr. Sheats, MOTION to continue the meeting. Mr. Mabarak, 2nd. VOTE 7-0; passed.

V. CITY UPDATES

Mr. Worley discussed the upcoming Board and Commission training.

VI. SUMMARY OF CURRENT OR RECENT EVENTS

None

VII. ADJOURNMENT

Chairman Menser adjourned the meeting at 10:43a.m.

Suzanne Derryberry

Suzanne Derryberry,
Administrative Specialist

Tom Menser, Chairman

PLANNING & ZONING COMMISSION MEMO – 11/08/12
DEPARTMENT: Community Development
AGENDA ITEM: Preliminary Plat and Planned Area Development for a six-lot subdivision. Owner: Habitat for Humanity, APN: 113-14-053, Zoning: MF-M, File No. PP12-001.

Department Head:	Tom Guice
Planning Manager:	George Worley GW
Project Planner:	George Worley

SUMMARY

This is a proposed Preliminary Plat to create a subdivision with six single-family dwelling lots. The property is zoned Multifamily Medium (MF-M), which would allow single-family or multifamily developments. The lot layout is constrained by the topography on the site and the applicant has requested to modify the typical plat criteria through a Planned Area Development (PAD) to better address those constraints, while accomplishing their desire to have single-family homes for Habitat's clients.

BACKGROUND

The subject parcel comprises 0.67 acre (approximately 30,000 square feet). The parcel has been held by Habitat for some time while a feasible development plan was devised. The parcel is a part of the Bashford Addition and, while surrounded by mostly single-family homes, the area is, and has been, zoned for multifamily development. Under the multifamily zoning the parcel could accommodate up to 13 dwelling units if developed as apartments. Minimum lot size for single-family home lots is 6,000 square feet. The minimum required setbacks are 20 feet for the front and rear yards; 7 feet for the side yards.

The proposed design creates six lots intended for single-family homes with ownership by Habitat client families. Four of the lots are substandard in size by the minimum requirements of the MF-M district for single-family lots, but would exceed the minimum size required if they were deemed Patio Home lots. The four undersized lots meet the LDC definitions of both "Single-family Dwelling" and "Patio Home". Two of the smaller lots front Madison Avenue and the other two smaller lots front Meany Street. The two larger lots each exceed the minimum required size for single-family homes. The two larger lots (Lots 1 and 2) are "through lots" having frontages on both Madison Avenue and Meany Street. Each of the larger lots is divided by a large spine of rock running roughly east to west.

The site has several substantial rock outcroppings that constrain development. To address the site constraints, Habitat has proposed a Planned Area Development approach to this plat. Their design establishes open space areas (approximately 28%)

via easements that meet the requirements of a PAD (LDC Section 9.5.9.C) to allow flexibility to adjust lot sizes and to provide off-site parking spaces. Because of the topographic challenges to the site, Habitat proposes to create eight parking spaces on the Meany Street frontage of the two larger lots that will serve all four of the lots fronting Meany Street. Cross access and parking easements will provide all four property owners with adequate access and parking rights. There are also pedestrian access easements to provide all of the lot owners with access to the open space areas. The remaining two smaller lots facing Madison Avenue will have the required two parking spaces each on those lots.

The proposed PAD requests smaller lot sizes for four of the lots and the allowance for off-site parking for the Meany Street lots to allow a congregate parking arrangement with access easements for the lot owners. Two parking spaces are required for each lot, with a part of this requirement to be met with the congregate parking on the Meany Street frontage of Lots 1 and 2. The maximum building height allowed in the district is 35 feet. There are no specific LDC requirements for landscaping of the single-family lots. The PAD does not request reduction of any building setbacks, parking space requirements or building heights.

Access to the site would be via Madison Avenue or Short Street to Meany Street. Madison Avenue is sized to handle residential traffic and adequately handles current traffic loads. Meany Street is a dead-end street that serves a very limited number of lots, including this site. No additional improvements of Madison Avenue or Meany Street are being required by Traffic Engineering due to the small scale of the development. It is not anticipated that this development will have an adverse impact on traffic volume or circulation in the neighborhood. The parking spaces on Meany Street are well off of the roadway.

All of the homes are designed with one of two basic floor plans with a footprint of 844 square feet. The homes will vary in overall floor area by the number of floors above the first, with this depending upon the family size of the client family. Maximum height permitted in the MF-M district is 35 feet, effectively limiting these homes to three stories.

A home owners association will be required by LDC provisions (9.5.13) to assure that a responsible entity will be tasked with maintenance of common areas and easements.

Should this Preliminary Plat be approved by the City Council, Habitat will undertake the engineering and design steps to complete a Final Plat. Typical review process for Final Plats takes them directly to the City Council for approval. If the Planning and Zoning Commission desires to review the Final Plat as well, that request must be included in the Commissions motion when this Preliminary Plat request comes back for approval.

AGENDA ITEM: PP12-001 - Preliminary Plat and PAD for Habitat for Humanity

NEIGHBORHOOD COMMENTS

Staff received one letter of objection to this proposed plat from a nearby property owner. The letter is attached for Commission consideration. Staff would note that Mr. Hensley refers to a rezoning and setback variances, however no rezoning is proposed and Habitat has not requested any reduction of setbacks as a part of their PAD request.

RECOMMENDATION

No recommendation at this time. Staff contemplates an additional review and possible action by the Commission at a subsequent meeting.

ATTACHMENTS
- Preliminary Plat/Site Plan
- Aerial Photo of site
- Letter of Objection

Recommended Action: No recommendation at this time.

October 29, 2012

RE: PP12-001, 238 Meany St. Habitat for Humanity Housing Project, Re-subdivision of Lots 1 through 4, Block 5, Bashford Addition, Habitat for Humanity Applicant

Dear George Worley, and City of Prescott Planning and Zoning Commission:

I am writing you to express my opposition to Habitat for Humanity's request for re-zoning of their newly acquired property on Meany Street. The subject property is across Meany Street from my five lots. I understand that Habitat acquired the property from the previous owner with the promise that they would preserve the natural character of the boulders thereon. The problem is that when you "net out" the area surrounding the rock outcroppings and the unbuildable slope leading uphill from Madison Street, the remaining footprint for building purposes is approximately half the gross square footage of the four lot compilation. This would not be an issue if they were building three homes, but they are, unfortunately, intent on building <u>six</u>!

The way Habitat intends to offset the square footage issue is by acquiring a variance allowing the structures to be constructed outside of the codified building set-back line. This means that they'd be building the houses even closer to the street than their three recently constructed houses on the south side of Meany Street.

Because they are trying to cram too many units on to the property, their design affords inadequate on-site parking. This will equate to more cars being parked in the street and the associated misery related to garbage pick-up, and mail delivery, as well as pedestrian/vehicular traffic in general. The three houses that Habitat already built (too close to the street) necessitate roadside parking. The residents and their visitors currently use my driveway as a turn-around. My driveway should be no more their turn-around than theirs should be mine.

It's notable that Habitat has no plans to forfeit any of their property for construction of a proper cul-de-sac. A review of their plans reveals no provision for development or paving of the northerly half of the Meany Street right-of-way. With such a concentration of residents, I would expect the Fire Marshall to require a place for fire trucks and other emergency vehicles to turn around.

It is hard to ignore what seems to be a total disregard for the adjacent land owner's interests by Habitat for Humanity and the City of Prescott. I would appreciate it if you would contemplate the following thoughts and concerns:

- I'm OK with sporadic in-fill of an existing neighborhood with low-income housing, a couple houses here, and couple houses there, but...

- At what point does the density of low-income housing adversely affect the adjoining land owners' property values. It was never my intent to pay top dollar for panoramic view property on a low-income street; rather, my plan was to ultimately re-subdivide five lots into two or three larger more buildable lots and promote construction of something a little more upscale.
- If Habitat gets their way, they will be building 23 low-income single family units on land that's either across the street, or adjoins, my property (3 completed houses and 6 more proposed on Meany Street , and 14 units proposed for their 7.5-lot Sonora Street compilation, land that also is contiguous with my property).
- It would appear as though Habitat for Humanity is given an unfair advantage by the City of Prescott as is evidenced by their discounted purchase of three lots on Meany Street ($70k), or their purchase of 7.5 lots on Sonora Ave (also $70k). These sales, when evaluated as comparables, adversely affect the value of my property.
- I also suspect that Habitat gets a break or a subsidy on the cost of hook-up to City sewer and water services. If any other citizen were to build a house or houses, they would be levied $6K to $9K for each unit constructed for connection to city utilities. This is an important question to have clarified because if the City provides an advantage to an entity that effectively lowers the economic class of our neighborhood and the property values accordingly, then that is not equitable and/or acceptable to the surrounding property owners.
- Habitat has not been a good neighbor. While terracing the property on the south side of Meany Street to shoehorn the three new houses (on property that would have best accommodated only two), they carved away approximately six feet of my property with a track-hoe. As a result, I am unable to construct a fence along my property line. Despite my complaint and my request that Habitat build a retaining wall and backfill to repair the damage, they've made no attempt to rectify the situation.
- Think about it: six houses likely equates to twelve cars, six trash cans, six recycle cans, six mailboxes, noise, and considerable activity coming and going on a little street with no cul-de-sac.

It saddens me that I may be viewed as a grumpy neighbor, but I can assure you that I am not. This is serious business to me, and threatens not only my wife and my investment, but the quality of life at our second home and future retirement residence.

In closing, I have to ask this: In an economy where housing prices are at an all-time low, vacancies are at an all-time high, and mortgage interest rates are lower than they've been since 1956, is a project that could adversely affect the value of my home really prudent and/or necessary?

Respectfully,

John Hensley
1423 E. Cholla Street
Phoenix, AZ 85020
602-319-7671 mobile

PLANNING & ZONING COMMISSION MEMO – 11/29/12
DEPARTMENT: Community Development
AGENDA ITEM: Preliminary Plat and Planned Area Development for a six-lot subdivision. Owner: Habitat for Humanity, APN: 113-14-053, Zoning: MF-M, File No. PP12-001.

Department Head:	Tom Guice
Planning Manager:	George Worley
Project Planner:	George Worley

SUMMARY

This is a proposed Preliminary Plat to create a subdivision with six single-family dwelling lots. The property is zoned Multifamily Medium (MF-M), which would allow single-family or multifamily developments. The lot layout is constrained by the topography on the site and the applicant has requested to modify the typical plat criteria through a Planned Area Development (PAD) to better address those constraints, while accomplishing their desire to have single-family homes for Habitat's clients.

UPDATE

The Planning and Zoning Commission focused much of their questions on possible improvements in the Meany Street right-of-way. City engineering staff had not called for significant improvements because of the low volume of existing traffic and the low amount of additional traffic to be generated by the four new Habitat homes proposed. The Planning and Zoning Commission asked that we obtain some additional information on the potential for paving improvements on Meany Street.

Planning staff contacted the City Engineer, who advised that approximately a year ago Meany Street was given a thin overlay of asphalt (similar to chip seal) under the City's dust control program. It was not paved. There is no current plan to pave Meany Street due to its short length, limited traffic and that it is a dead end. There is also a significant rock outcrop within the right-of-way at the southeast end of the Habitat lots that severely inhibits the construction of a standard full width street.

The potential for a limited paved turnaround was also discussed. It is the City Engineer's position that such a turnaround would be beneficial, but would be limited to an L-type hammerhead due to the right-of-way width. An alternative would be to require Habitat to pave a full width (the full width of the 8 parking spaces on parcels 1 and 2) driveway in the right-of-way from their property line to the existing chip sealed portion of Meany Street. This would create a turnaround situation similar to a "knuckle". Additional grading and chip sealing may be possible along a portion of the Meany Street right-of-way east of the driveway location to provide room for on-street parking. That potential could be evaluated as a part of the designs for the Final Plat.

AGENDA ITEM: PP12-001 - Preliminary Plat and PAD for Habitat for Humanity

STAFF RECOMMENDATION

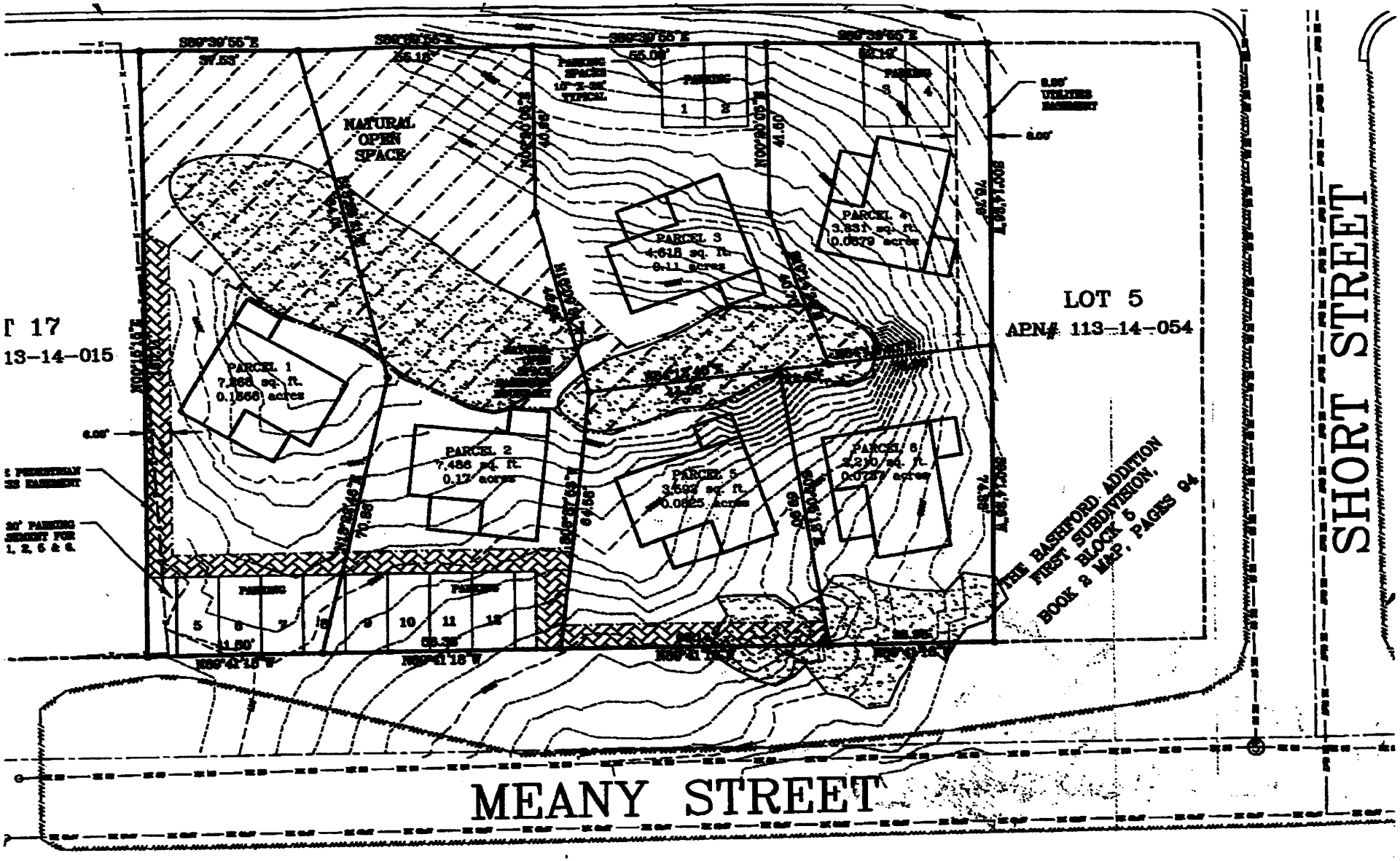
Staff recommends approval of PP12-001, Madison Park Cottages, with the conditions listed below.

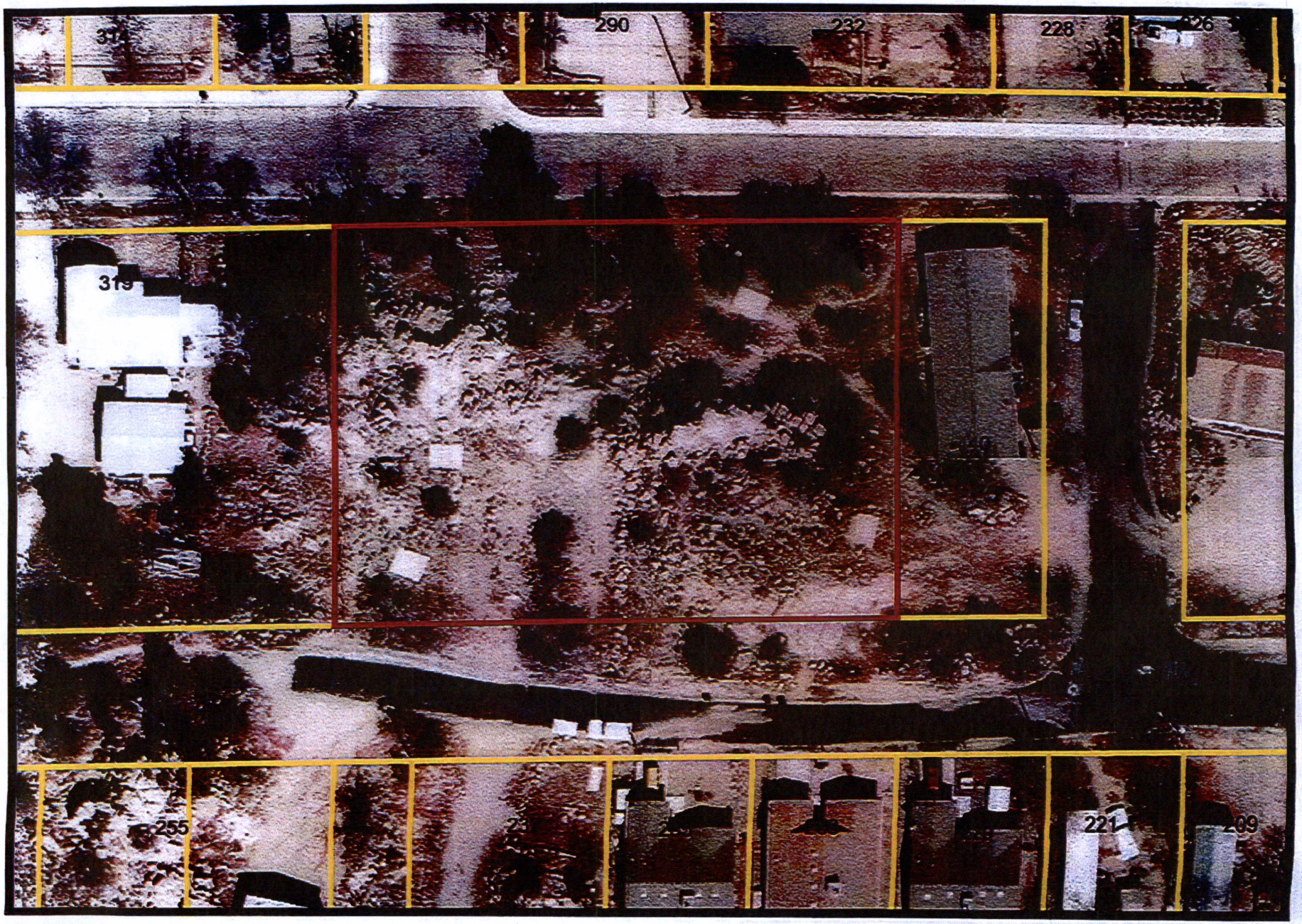
ATTACHMENTS
- Preliminary Plat/Site Plan
- Aerial Photo of site

SUGGESTED MOTION

Move to recommend approval of PP12-001, Madison Park Cottages, with the following conditions:

1. That all easements will be delineated and described on the plat.
2. That maintenance responsibility for all easements will be specifically assigned on the plat.
3. That the parking spaces for all parcels will be permitted within the front building setbacks.
4. That the LDC requirement for on-site parking spaces will be waived to allow the congregate parking for parcels 1, 2, 5 and 6, as proposed on parcels 1 and 2.
5. That the 8 parking spaces fronting Meany Street will be paved and that said paving will be extended into the right-of-way to meet and match the existing surfacing material.
6. That additional off-site improvement to Meany Street to provide additional guest parking may be required at the time of Final Plat.


NATURAL OPEN SPACE
PARCEL 1
7,266 sq. ft.
0.1566 acres
PARCEL 2
7,486 sq. ft.
0.12 acres
PARCEL 3
4,618 sq. ft.
0.11 acres
PARCEL 4
3,831 sq. ft.
0.0879 acres
PARCEL 5
3,593 sq. ft.
0.0825 acres
PARCEL 6
3,210 sq. ft.
0.0737 acres
LOT 5
APN# 113-14-054
13-14-015
THE BASEFORD ADDITION
FIRST SUBDIVISION,
BLOCK 5
BOOK 2 MAP, PAGES 94
SHORT STREET
MEANY STREET


314
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ATTACHMENT 7

CITY OF PRESCOTT ARIZONA
Everybody's Hometown

Public Works Department

433 N. Virginia Street
Prescott AZ 86301
928-777-1130

Memorandum

To: Mark Nietupski, Public Works Director

From: Ian Mattingly, City Traffic Engineer IM

Date: February 15, 2013

Subject: Madison Park Cottages – Off Site Improvements and Traffic operation analysis

The purpose of this memorandum is to review the proposed Madison Park Cottages which if approved will consist of Habitat Homes on six lots and open space at 301 Madison Avenue, a .69 acre area, to determine the impact of the development on the roadway network and provide a recommendation on offsite street improvements.

Existing Conditions:

The development is located south of Madison Avenue, west of Short Street and north of Meany Street. All three of these streets are narrower than the standard 28' paved street width.

- Madison Avenue has a 24' paved width with rolled curb and sidewalk on one side
- Short Street paved with asphalt millings & chip seal width varies from 28' to 18' with no curb and gutter or sidewalk
- Meany Street paved with asphalt millings & chip seal width varies 20' to 14' with no curb and gutter or sidewalk

There is no street connection to the west side of the area as a large rock outcropping and accompanying grade differential makes access to the existing north/south alley right-of-way impractical. The area bounded and accessed by these three streets is very small and includes an immediate neighborhood of eight (8) single family homes and two (2) small apartment complexes (8 units). These residences generate an estimated 130 trips during an average weekday and 11 trips in the AM peak hour and 14 trips in the PM peak hour. These volumes are very low and can be accommodated by the existing roadways adequately.

Development Trip Generation:

With six (6) new single family residences proposed, 4 accessing Meany Street, the development is anticipated to add 57 new trips during an average weekday and 5 trips in the AM peak hour and 6 trips in the PM peak hour. These trips added to the existing traffic results in a 24 hour volume of 187 for the entire area. Given the location of the homes on each street the total traffic that will travel along the frontage of the development on Meany Street will only be 77 trips in 24 hours, 5 trips in the AM

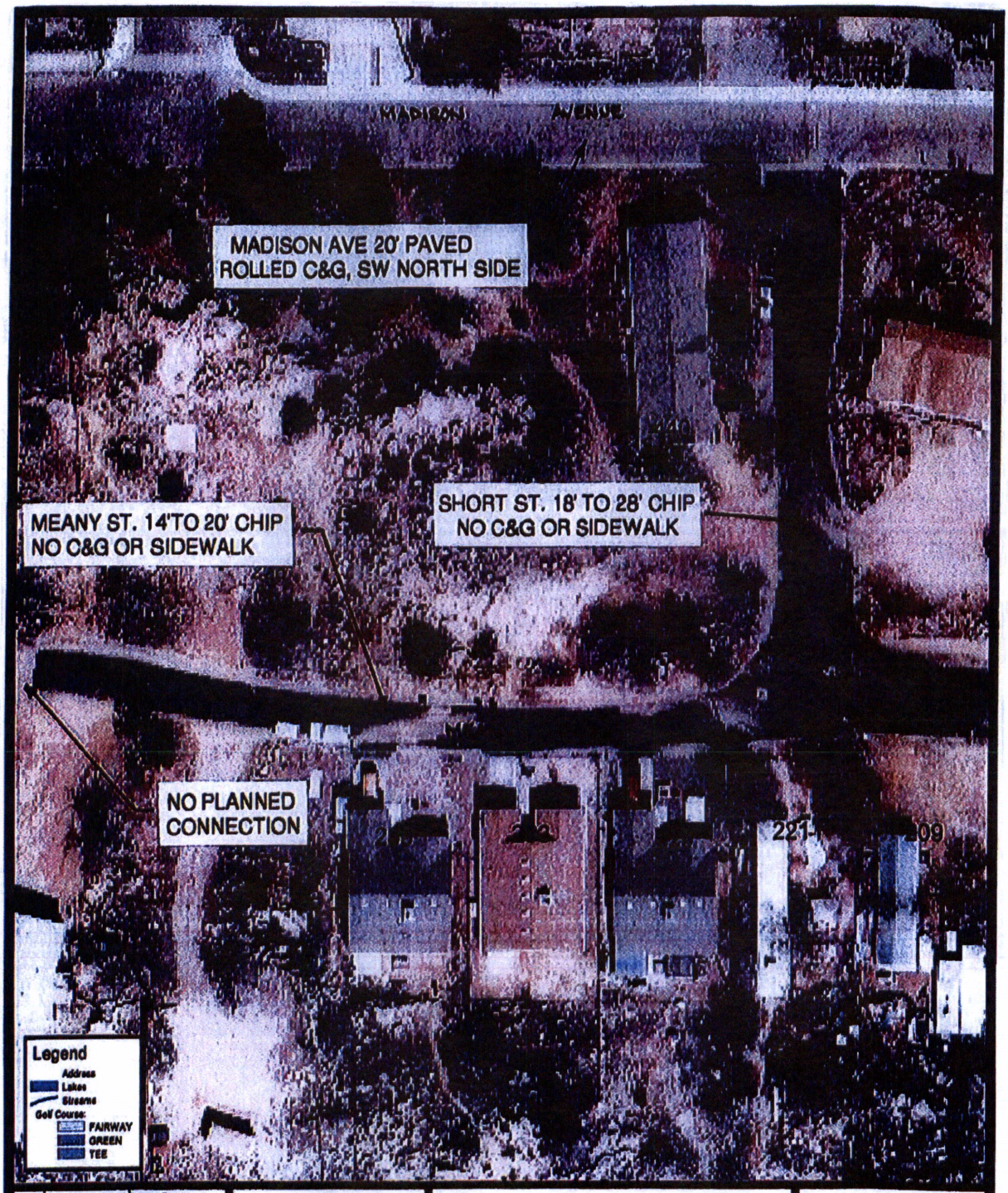
peak hour and 8 trips in the PM peak hour. These volumes are very low when compared to a typical residential street which would have 400 to 600 vehicles over a 24 hour period, and fall at or under typical alleyway volumes.

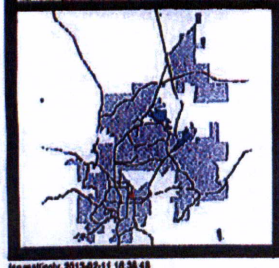
Recommendations:

With the anticipated volumes on Meany Street including this development at or below those normally seen in alleyways, and given the existing roadways immediately abutting the development are not constructed to current standards (without curb, gutter and sidewalk - apart from the Madison rolled curb); it is recommended that a reduced roadway section be considered if it is determined that offsite improvements are necessary. This will allow the roadway improvements to better fit the character of the neighborhood. Additionally, with the surrounding area nearly built out, the likelihood of the adjacent streets redeveloping to current standard street widths is low. For this reason a 24' paved street width would be practical.

Attachments:

Location Map
Photos of Existing Conditions





LOCATION MAP
MADISON PARK COTTAGES

This map is a product of the
The City of Prescott GIS

0' 1" = 40'

Ian mattingly, 2013-02-11 10:38:48
Start View

This document is a graphic representation only of best available sources.
The City of Prescott assumes no responsibility for any errors.

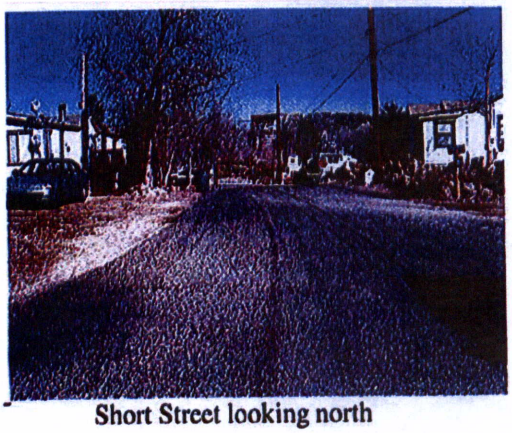
Existing Conditions – Madison Park Cottages

Meany Street looking west

West end of Meany Street looking west

Meany Street looking end

Meany Street east end



Short Street looking north

ATTACHMENT 8

CITY OF PRESCOTT ARIZONA
Everybody's Hometown
Craig McConnell
City Manager

Prescott Police Department
MEMORANDUM

Jerald Monahan
Chief of Police

To: Deputy Chief Andy Reinhardt

From: LPO Nathan Barto

Date: March 31, 2013

Subject: Madison Park Cottages- Impact on the Police Department

---

The purpose of this memorandum is to review the proposed Madison Park Cottages which, if approved, will consist of Habitat Homes on six lots and open space at 301 Madison Avenue, and to determine the impact of the development on the police department and provide a recommendation on safety improvements.

Existing Conditions:

The area in question is located south of Madison Avenue, west of Short Street and north of Meany Street. The current neighborhood is made of eight single family homes and two apartment complexes. The area currently offers one street light at the intersection of Short Street and Meany Street. At the west end of Meany Street the roadway comes to an abrupt end at a rock outcropping. At the east end the roadway comes to an abrupt end at an apartment complex. The current roadway layout provides residents only one way in and one way out to their homes.

Recommendations:

With the anticipated addition of the new development to this neighborhood, street lighting and roadway configuration are current concerns. Adequate street lighting would benefit the residents, visitors and public safety personnel while in this neighborhood. Adequate street lighting deters criminal activity and provides a sense of safety to residents in the area. Lastly the street lighting would illuminate address markings on the homes in the area eliminating confusion by public safety personnel while responding to calls for service in the neighborhood.

The current roadway configuration does not provide adequate space to park emergency vehicles on the roadway nor does the area provide sufficient amount of space to turn an emergency vehicle around in. Widening the roadway in this neighborhood would allow public safety vehicles to park at or near the address of the call and still allow sufficient room for other vehicles to travel past which cannot be done at this time. A hammerhead or cul-de-sac style roadway configuration at both the east and west end of Meany Street would allow not only public safety vehicles but all vehicles adequate room to safely turn around. Finally, an additional roadway alternative would be to extend First Street south to join Meany Street. This secondary entrance and exit into the area would provide easier access for first responders and provide an alternative route for residences in case of a fire or other catastrophe.

Respectfully,
Nathan Barto

ATTACHMENT 9

CITY OF PRESCOTT
Everybody's Hometown

City of Prescott
Public Works Department
PO Box 2059 Prescott, Arizona 86302
Phone: (928) 777-1130 TDD: (928) 777-1100 FAX: (928) 771-5929

To: George Worley – Community Development

From: Scott J. Tkach P.E. – City Engineer

Date: 03-01-13

RE: Habitat for Humanity - Madison Park Cottages

This project went before City Council on March 26, 2013 for a preliminary plat approval and the Council postponed a decision because of issue the Council wanted resolved concerning traffic and potential public health and safety concerns associated with the dead-end substandard pavement section on Meany Street.

Subsequently, the City Manager has directed to Public Works Department to generate a memorandum addressing the following items: (1) criteria of the Unpaved Streets Program, (2) possible paving options of Meany Street, (3) a recommendation for 'No Parking' signage on one side of the street and (4) the feasibility of constructing a hammer-head turn-around on Meany Street.

The following list addresses the City Manager's requested items as well as provides an accounting of when the sub-standard pavement section, millings and chip seal, was applied to Meany Street and other project metrics such as conceptual costs of applying a standard pavement section to Meany Street and Short Street.

- The criteria that has historically been used to prioritized unpaved roads for inclusion in the Unpaved Streets Programs are the annual funding from the one-cent CIP budget, street classification, dust suppression and most importantly annual O&M costs.

- Millings and a chip seal was applied to Meany Street in 2011.

- Average Daily Trips (ADT) of the proposed development is 57-trips and the existing neighborhood currently generates 130-ADT.

- The proposed pavement width for Meany, both east and west of Short Street, as well as Short Street would be 24-ft wide and be comprised of 3-inches of asphalt over 8-inches aggregate base course, including a thickened edge.

- The improved pavement would be signed 'No Parking' on the north side of the street to ensure access for Emergency Services as well as preserving the site-distance at the intersection of Meany Street and Short Street.

- The existing ROW width for both Meany Street and Short Street is 50-ft. A hammer-head turn-around per YAG Standard Detail 2-26 requires a width of 110-ft.

- Conceptual costs for the construction of the street improvements are as follows:
    - 290-ft Meany Street West - $43k (Pavement adjacent to project frontage.)
    - 267-ft Meany Street East - $39.5k
    - 219-ft Short Street - $32.5k

- There is not a need to upsize or replace utility infrastructure (water & sewer) beneath Meany Street or Short Street.

- City Council recently approved the Annual FY14 Pavement Reconstruction project and this design contract could accommodate a design for Meany and Short Street and the subsequent Construction contract for the FY14 Reconstruction could include this work. Conversely, Field Operations and Engineering could partner on the design and construction of project.

Please don't hesitate to contact me with any questions or comments regarding this assessment.

Worley,George

ATTACHMENT 10

From: Miller,Stephanie
Sent: Monday, April 01, 2013 10:50 AM
To: Worley,George
Cc: Carr,Mike
Subject: RE: Preliminary Plat for Madison Park Cottages - Council agenda item continued to meeting of April 9. 2013

George, there are several solutions for solid waste collection regarding the Madison Park Cottages. Mike Carr, solid waste superintendent, is available to assist in determining a solution for the property. The preference would be to collect on the Madison side of the property. Please see below:

1) Gated solid waste and recycling revetments with man gates, constructed to meet YAG standards, on Madison Avenue facing west. This would allow service with a front loader on a regular route.
2) Fenced solid waste and recycling concrete pad with man gates, constructed to meet YAG standards, to facilitate collection with a side loading vehicle.
3) Depending upon how the walk paths are constructed, it is possible that each unit could have its own individual solid waste and recycling containers. If the walk paths are stepped, however, it might present a challenge for moving the containers curbside on collection day.
4) A combination of the above.

See you at the 4/9 Council meeting. Please let me know if you have questions.

Thank you.

Stephanie Miller
Field and Facilities Services Director
City of Prescott
928-777-1677
stephanie.miller@prescott-az.gov

AGREEMENT FOR POTABLE WATER (WSA No. 13-001)
HABITAT FOR HUMANITY
City Contract No. 2013-150

WHEREAS, Habitat for Humanity (hereinafter referred to as "Applicant"), is the owner of certain real property within the City of Prescott; and

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

WHEREAS, Applicant contemplates constructing six (6) single family dwelling on the Property, for a total of six (6) residential dwelling units; and

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

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

1. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to, the adopted Water Management Policy of the City; and

2. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to the adopted General Plan of the City; and

3. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to any other applicable adopted plans, including but not limited to Specific Area Plans, Circulation Plans, Capital Improvement Plans, Open Space and Trail Plans, Neighborhood Plans, Local Historic District Plans, growth planning or growth management plans, and redevelopment plans; and

4. The project being in accord with the duly adopted City of Prescott Water Budget.

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

1. That this Agreement shall relate to that property described as Yavapai County Assessor Parcel Number 113-14-053, more particularly described in the attached Exhibit "A" (hereinafter referred to as the "Property") and Exhibit B.

2. The City will designate 2.1 acre-feet annually of potable water to serve the Property, subject to the following:

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

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

C. Any change in use of the Property exceeding a total of six (6) residential dwelling units shall result in the termination of this Agreement.

D. The quantity of 2.1 acre-feet annually of potable water shall be reserved for the Property for a period of five (5) years from the date of this Agreement, which quantity shall be made available upon issuance by the City of a certificate of occupancy for six (6) residential dwelling units. In the event the Applicant has not satisfied all requirements for issuance of said certificate of occupancy within said five (5) year period, this Agreement shall automatically terminate, and in such case neither the Applicant shall have any entitlement to, nor shall the City have any obligation to provide, potable water for this project.

E. In the event that the six (6) dwelling units identified on the preliminary plat are reduced in the final plat, then and in that event, the amount of potable water set aside for the Property pursuant to this Agreement shall be reduced by .35 acre feet for each such dwelling unit not constructed.

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

G. Any lot splits of the Property shall result in termination of this Agreement and require a new water service agreement.

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

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

5. That the Applicant hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the Applicant or its agents or employees.

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

7. Time is of the essence in this Agreement. The failure of either party to require strict performance of any provision of this Agreement shall not be deemed a waiver of the right of said party

thereafter to require strict performance of that or any other provision of this Agreement in accordance with the terms hereof, and without notice.

8. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

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

APPLICANT:
HABITAT FOR HUMANITY.

DATED this _____ day of _____, 2013.

By: _____
Miriam Haubrich, Executive Director, for Habitat for Humanity.

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

_____
MARLIN D. KUYKENDALL, Mayor

ATTEST:

_____
LYNN MULHALL
City Clerk

APPROVED AS TO FORM:

_____
JON PALADINI
City Attorney

STATE OF ARIZONA)
)ss.
COUTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by_____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that they executed it.

_____
[Seal]

_____
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Marlin D. Kuykendall, Mayor of City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

_____ _____

[Seal] Notary Public

COUNCIL AGENDA MEMO – April 9, 2013

DEPARTMENT: Legal

AGENDA ITEM: Adoption of Ordinance No. 4855-1312 re aggressive solicitation and panhandling within the City of Prescott

Approved By:		**Date:**
City Attorney:	Jon M. Paladini	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell	4-2-13

Item Summary

Adoption of Ordinance No. 4855-1312 amends Prescott City Code Title 5, Chapter 5-10 regarding aggressive solicitation and deletes Title 5, Chapter 5-11 entirely. The revisions clearly define aggressive solicitation and panhandling for the purpose of appropriate and reasonable regulation within the City of Prescott.

Background

A.R.S. Section 9-240 empowers municipalities to prohibit and penalize any practice tending to annoy or obstruct persons passing upon the streets or sidewalks. Municipalities possess the power to regulate aggressive solicitation by narrowly tailored, content neutral time, place and manner restrictions.

These amendments to the City Code more clearly define the meaning of what is considered to be aggressive solicitation, as set forth in paragraphs A-E of the Ordinance.

The amendments are consistent with recent case rulings regarding constitutionality of aggressive solicitation.

Recommended Action: MOVE to adopt Ordinance No. 4855-1312.

ORDINANCE NO. 4855-1312

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING PRESCOTT CITY CODE TITLE 5, CHAPTER 5-10 REGARDING AGGRESSIVE SOLICITATION AND DELETING IN ITS ENTIRETY TITLE 5, CHAPTER 5-11 REGARDING SOLICITATIONS PROHIBITED IN CERTAIN AREAS.

RECITALS:

WHEREAS, A.R.S. §9-240 empowers municipalities to prohibit and punish any practice tending to annoy or obstruct persons passing upon the streets or sidewalks; and

WHEREAS, the First Amendment to the U.S. Constitution and Article 2, Section 6 of the Arizona Constitution guarantee the right to freedom of speech and expression; and

WHEREAS, recent federal court decisions require municipal regulation of aggressive solicitation and panhandling to be the least restrictive means possible and not burden substantially more speech than is necessary to achieve the government's significant interests; and

WHEREAS, municipalities continue to possess the power to regulate aggressive solicitation by narrowly tailored, content neutral time, place and manner restrictions; and

WHEREAS, broad area or zone prohibitions of certain types of speech or expression including solicitation are generally not enforceable under the U.S. and Arizona Constitutions.

ENACTMENTS:

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

SECTION 1. That City Code Section 15-1-2 (DEFINITIONS) is hereby amended to read as follows:

For the purposes of this Chapter the following terms shall mean:

AGGRESSIVE MANNER: Means and includes either individually or as a group:

(A) Intentionally or recklessly making any physical contact with or touching another person in the course of the solicitation without the person's consent; or

(B) Approaching or following the person being solicited, if the conduct is: 1) intended to or is likely to cause a reasonable person to fear bodily harm to oneself or another, or damage to or loss of property or the commission of a criminal act upon the person or property in the person's possession; or 2) is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation; or

(C) Continuing to solicit from a person within five feet (5') of that person being solicited after the person has made a negative response to such solicitation; or

(D) Intentionally, knowingly or recklessly obstructing the safe or free passage of the person being solicited, or requiring the person, or the driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitation. Acts authorized as an exercise of one's constitutional right to picket or legally protest, and acts authorized by a permit issued by the City, shall not constitute obstruction of pedestrian or vehicular traffic; or

(E) Intentionally or recklessly using obscene or abusive language or gestures: 1) intended to or likely to cause a reasonable person to fear bodily harm or the commission of a criminal act upon the person or property in the person's possession; or 2) is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation.

AUTOMATED TELLER MACHINE FACILITY: The area comprised of one or more automatic or automated teller machines, and any adjacent space which is made available to banking customers after regular banking hours.

PUBLIC AREA: An area to which the public or a substantial group of persons has access, and includes, but is not limited to, alleys, bridges, buildings, driveways, parking lots, parks, playgrounds, plazas, sidewalks, and streets open to the general public, and the doorways and entrances to buildings and dwellings, and the grounds enclosing them.

SOLICIT: To request an immediate donation of money or other thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value. The solicitation may be, without limitation, by the spoken, written or printed word, or by other means of communication.

SECTION 2. That City Code Section 5-10-2: (PROHIBITED ACTS) is hereby amended to read as follows:

It shall be unlawful for any person or group to solicit money or other things of value, or to solicit the sale of goods or services:

(A) In an aggressive manner in a public area; or

(B) In any public transportation vehicle or from any persons within fifteen feet (15') of any transit stop, bus stop, or taxi stand; or

(C) Within fifteen feet (15') of any entrance or exit of any bank, financial institution, automated teller machine facility, or other business, without the consent of the owner or other person legally in possession of such facility; or

(D) Immediately adjacent to the entrance of a business in a manner interfering with ingress or egress to that business entrance; or

(E) From persons engaging in any financial transaction; or

(F) Within ten feet (10') from persons inside a business, including a patio area, except with the consent of the business owner; or

(G) On a public sidewalk, street or other public grounds in a manner that impedes or obstructs the free flow of pedestrian traffic during any special event or parade as those terms are defined in chapter 8-9 of this code; or

(H) On private property, without the express permission and consent of the owner or other person legally in possession of such property; or

(I) From any operator of a motor vehicle that is in traffic on a public street in a manner that interferes or impedes with the free flow of traffic on the roadways or sidewalks adjacent to the roadways or impacts visibility for driving or pedestrian safety purposes of those traveling on the roadways or sidewalks adjacent to the roadways; or

(J) Under false or misleading representations.

SECTION 3. That City Code Chapter 5-11: (SOLICITATIONS PROHIBITED IN CERTAIN AREAS) is hereby deleted in its entirety.

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

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

_____
MARLIN KUYKENDALL, Mayor

ATTEST:

_____
LYNN MULHALL, City Clerk

APPROVED AS TO FORM:

_____
JON M. PALADINI, City Attorney

COUNCIL AGENDA MEMO – April 9, 2013

DEPARTMENT: Public Works

AGENDA ITEM: Approval of a professional services agreement with Kelley/Wise Engineering, Inc., to provide engineering services for the Blackhawk Subdivision Drainage Improvements Project in an amount not to exceed $108,437.00 (Yavapai County Flood Control District funded; City Contract No. 2013-160)

Approved By:		**Date:**
Department Head:	Mark Nietupski	3/27/2013
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell	4-2-13

Item Summary

This item is to approve a professional services agreement with Kelley/Wise Engineering, Inc., for design services for the Blackhawk Subdivision Drainage Improvements Project. The project scope includes surface channels and subsurface storm sewer infrastructure improvements along S. Lakeview Drive, Golden Bear Drive, and Golden Hawk Drive.

Background

On November 23, 2010, Council approved a $93,921 contract for development of master drainage plans for the Cliff Rose and Blackhawk Subdivisions. With respect to the Blackhawk subdivision, several deficiencies within the existing drainage system were identified. The study, which was developed through comprehensive hydrologic and hydraulic analysis along with input from local residents, identified an estimated 25 residential properties as being affected by various drainage deficiencies.

This contract includes design of surface channels and subsurface storm sewer infrastructure improvements along Lakeview Drive, Golden Bear Drive, and Golden Hawk Drive. These improvements were identified as priority projects in the master plan.

The engineering design contract includes geotechnical investigations to establish proper pavement structural sections and trench restoration requirements, utility potholing and investigations to determine existence and location of existing underground utilities to avoid conflicts during construction, surveying, design reports, plans and specifications preparation, and post design/construction services.

Schedule

Final plans, specifications, and construction estimates are to be completed by June 15, 2013. Third party utility relocations are anticipated to commence in Fiscal Year 2014. The construction phase of the project is programmed for Fiscal Year 2015.

Agenda Item: Approval of a professional services agreement with Kelley/Wise Engineering, Inc., to provide engineering services for the Blackhawk Subdivision Drainage Improvements Project in an amount not to exceed $108,437.00

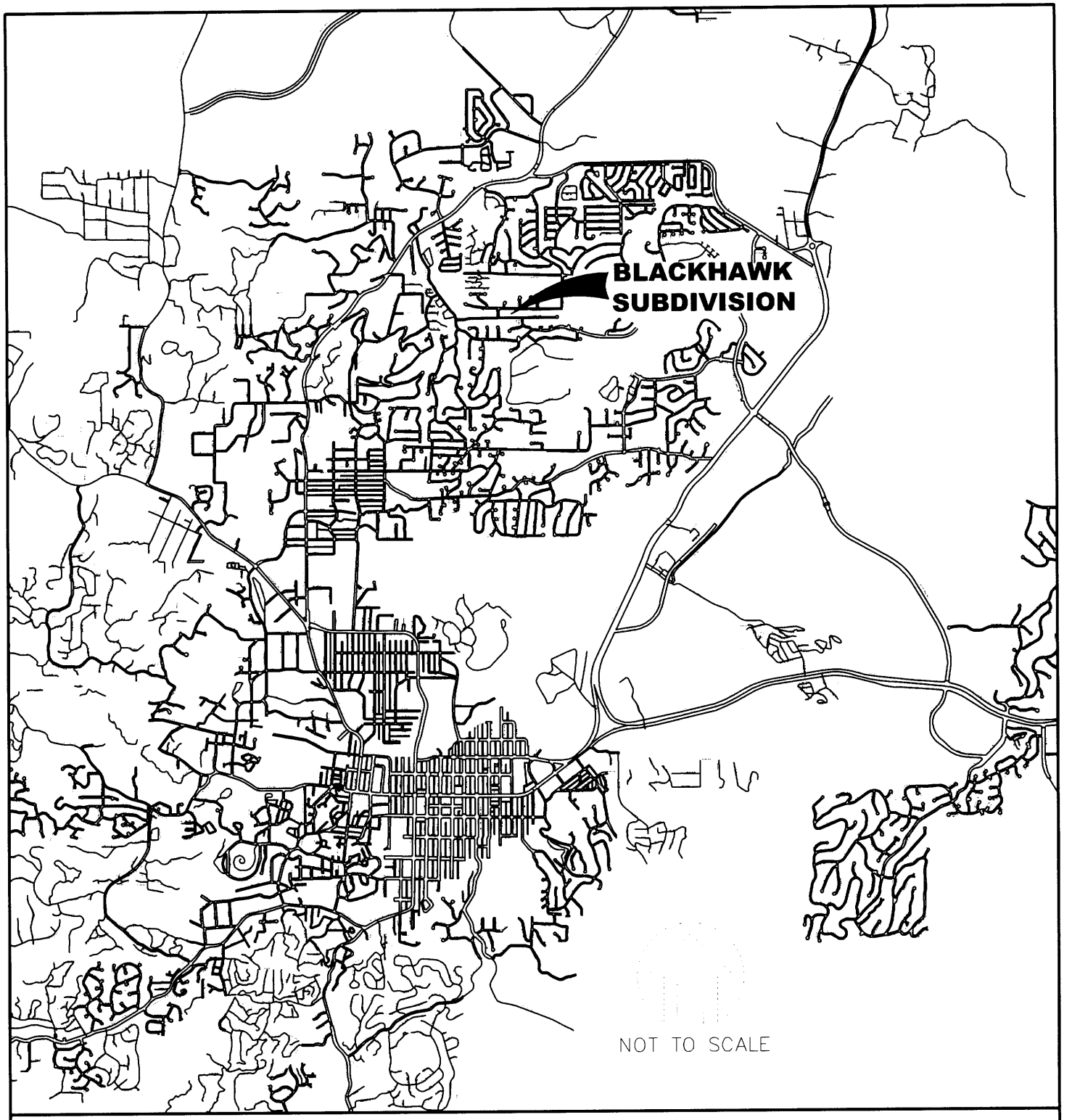
Financial

FY 13 funding is available for the design phase of this project through an Intergovernmental Agreement with the Yavapai County Flood Control District.

Attachments

- Scope and Fee Proposal
- Project Vicinity Map

Recommended Action: MOVE to approve a professional services agreement with Kelley/Wise Engineering, Inc., to provide engineering services for the Blackhawk Subdivision Drainage Improvements Project in an amount not to exceed $108,437.00 (City Contract No. 2013-160).



VICINITY MAP

BLACKHAWK DRAINAGE IMPROVEMENTS
PROJECT DESIGN CONTRACT

CITY OF PRESCOTT
PUBLIC WORKS DEPARTMENT

Blackhawk Subdivision Drainage Improvements

Scope and Fees

		Project Principal	Project Engineer	Survey Manager	Survey 2-Man GPS	Technician	Admin	TOTAL FEE	Percent Complete
	Billing Rate per Hour	$120	$90	$80	$160	$65	$50		
TASK 100	**DATA COLLECTION**								
1:	Reconnaissance	2	3					$ 510	
2:	Kick-off Meeting / Coordination Meetings	12	6				4	$ 2,180	
3:	Survey & Topographic Data Verification			3	12	4		$ 2,420	
4:	Review 60% Electronic File	4	12					$ 1,560	
5:	Review Blackhawk Master Drainage Study	2	3					$ 510	
		20	24	3	12	4	4		
	Subtotal - TASK 100	$2,400	$2,160	$240	$1,920	$260	$200	$ 7,180	
TASK 200	**Potholing**								
1:	Survey Layout Computations			4		3		$ 515	
2:	Layout Anticipated Pothole Location				10			$ 1,600	
3:	Tabulate Results on Plans		8			5		$ 1,045	
		0	8	4	10	8	0		
	Subtotal - TASK 200	$0	$720	$320	$1,600	$520	$0	$ 3,160	
TASK 300	**Construction Plans**								
1:	Cover Sheet	1	1					$ 210	
2:	Detail Sheets	1	5					$ 570	
3:	Standard Construction Notes	1	1					$ 210	
4:	Pothole Results	2	4					$ 600	
5:	Storm Drain Plan/Profile	20	48					$ 6,720	
6:	Horizontal Control Plan	1	4					$ 480	
7:	Stormwater Pollution Prevention Plan (SWPPP)	1	4					$ 480	
		27	67	0	0	0	0		
	Subtotal - TASK 300	$3,240	$6,030	$0	$0	$0	$0	$ 9,270	
TASK 400	**Hydrology/Hydraulics**								
1:	Design Flow at each Inlet		6					$ 540	
2:	Pipe Capacity Hydraulic Model		6					$ 540	
3:	Final Drainage Report		5					$ 450	
		0	17	0	0	0	0		
	Subtotal - TASK 400	$0	$1,530	$0	$0	$0	$0	$ 1,530	
TASK 500	**Utility Realignment**								
1:	Plan Callouts	2	20					$ 2,040	
2:	Vertical and Horizontal Realignments	5	15					$ 1,950	
		7	35	0	0	0	0		
	Subtotal - TASK 500	$840	$3,150	$0	$0	$0	$0	$ 3,990	

		Project Principal	Project Engineer	Survey Manager	Survey 2-Man GPS	Technician	Admin	TOTAL FEE	Percent Complete
	Billing Rate per Hour	$120	$90	$80	$160	$65	$50		
TASK 600	**Technical Specifications**								
1:	Technical Specifications	6	10				4	$ 1,820	
		6	10	0	0	0	4		
	Subtotal - TASK 600	$720	$900	$0	$0	$0	$200	$ 1,820	
TASK 700	**Engineer's Opinion of Probable Construction Costs**								
1:	60%	1	6				1	$ 710	
2:	90%	1	4				1	$ 530	
3:	100%	1	3				1	$ 440	
		3	13	0	0	0	3		
	Subtotal - TASK 700	$360	$1,170	$0	$0	$0	$150	$ 1,680	
TASK 800	**Preparation of Pre-final 90% bidding Documents**								
1:	Pre-final 90% bidding Documents	16	90					$ 10,020	
		16	90	0	0	0	0		
	Subtotal - TASK 800	$1,920	$8,100	$0	$0	$0	$0	$ 10,020	
TASK 900	**Preparation of Final 100% bidding Documents**								
1:	Final 100% bidding Documents	18	44					$ 6,120	
		18	44	0	0	0	0		
	Subtotal - TASK 900	$2,160	$3,960	$0	$0	$0	$0	$ 6,120	
KWE DESIGN SUBTOTAL								$ 44,770	
TASK 1000	**Assistance During the Bidding Process**								
1:	Bidding Assistance	3	3					$ 630	
		3	3	0	0	0	0		
	Subtotal - TASK 1000	$360	$270	$0	$0	$0	$0	$ 630	
TASK 1100	**Construction Administration**								
1:	Shop Drawings, RFI's, COR's and Draw Requests	12	8					$ 2,160	
2:	Bi-Weekly Meetings/Site Observation	16	12					$ 3,000	
3:	As-Built Plans			4	8	10		$ 2,250	
4:	Final Submittal		4	4		8		$ 1,200	
		28	24	8	8	18	0		
	Subtotal - TASK 1100	$3,360	$2,160	$640	$1,280	$1,170	$0	$ 8,610	
	TOTAL KWE DESIGN AND CONSTRUCTION FEES	$15,360	$30,150	$1,200	$4,800	$1,950	$550	$ 54,010	
SUBCONSULTANT FEES									
	ETC							$ 4,120	
	DuBroy Engineering							$ 14,000	
	Badger Daylighting-T&M Allowance							$ 25,540	
	TOTAL SUBCONSULTANT FEES							$ 43,660	
							TOTAL FEES	**$ 97,670**	
							10% Contingency	**$ 9,767**	
							TOTAL FEES WITH CONTINGENCY	**$ 107,437**	
							Direct Expenses	**$ 1,000**	
							Total	**$ 108,437**	

KELLEY/WISE ENGINEERING, INC.

March 27, 2013

Mr. Greg Toth, P.E.
City of Prescott Drainage Engineer
433 N. Virginia
Prescott, AZ 86302

Subject: Blackhawk Subdivision Drainage Improvement Project

Dear Mr. Toth:

Attached, please find our Exhibit A Scope of Services and Fee Schedule for the project referenced above including proposals from each of the subconsultants. Let me know if you have any questions or comments. We look forward to working with you on this project.

Sincerely,
KELLEY/WISE ENGINEERING, INC.

Gary R. Kelley, P.E.
Principal

Enclosures: Exhibit A
Blackhawk Fee Schedule
ETC Subconsultant Agreement
DuBroy Engineering Subconsultant Agreement
Badger Daylighting Subconsultant Agreement

Kelley/Wise Engineering, Inc.
Civil Engineering, Surveying, Land Planning
146 Grove Avenue • Prescott, AZ 86301
(928) 771-1730 • FAX (928) 778-2220

EXHIBIT A

Scope of Services for Blackhawk Subdivision Drainage Improvement Project
City of Prescott, Arizona

Prepared by Kelley/Wise Engineering, Inc.
March 25, 2013

Project Description

The City of Prescott will be entering into a contract for consulting engineering services and other related services required to produce a set of construction drawings (plan and specifications) for the Blackhawk Subdivision Drainage Improvement Project (BHSDIP).

Preliminary Project Information

- The City Contracted with Civiltec previously who created a Blackhawk Master Drainage Study and 60% design plans of the proposed improvements. Only the base file has been provided to KWE at this time.

- Public input was solicited through neighborhood meetings and direct mail-outs during the Master Drainage Study phase. No other public meetings, mailings, or involvement is anticipated at this time.

- The electronic base file furnished by the City to KWE has survey and line work representing existing conditions including road right-of-way, sidewalk, curb, driveways, pavement, culverts, existing and proposed catch basins, and location of blue-staked utilities.

Proposed Drainage Improvements

- Upper road- Lakeview Drive has approximately 910 LF of new storm drain pipe, 155 LF of laterals, ten catch basins, one inlet headwall, and five storm drain manholes.

- Middle road- Golden Hawk Drive has approximately 655 LF of new storm drain pipe, 85 LF of laterals, six catch basins, one headwall, and four storm drain manholes.

- The lower end of the project consists of three new catch basins at the intersection of Darby Creek Way and Golden Bear Drive. The 42" trunk storm drain is also to be extended 365 LF southeasterly across Smoketree Lane

Key Project Tasks

- Utility pothole services will be provided by Badger Daylighting (BD) with survey and map of results provided by KWE.

- Geotechnical borings (6-8) will be provided by ETC to verify excavation conditions and provide recommendations for trench backfill construction.

- Develop 60% and 90% plan set submittals of construction documents including technical specifications, cost estimate, bid schedule, and drainage report.

- Table top meetings for pre-design, 60%, 90%, and 100% submittals with City staff.

- Hydrology/hydraulic calculations, model, and report to be provided by DuBroy Engineering (DE)

Term of Contract

- The term of this contract is anticipated to start in April, 2013, and extend through November 2014 (completed construction) with design services complete be the end of June, 2013.

Excluded Services[1]

- Roadway Design
- ADEQ permits for water or sewer relocation
- Archeological or cultural resource studies
- Environmental site assessment
- 404 permit or evaluation
- Traffic analysis
- Landscape plans

[1]Services can be provided for an additional negotiated fee if required

Task 100-Data Collection

1. **Reconnaissance**- The necessary team members will conduct a site visit and conduct design team meetings to review project scope, project limits, existing available or furnished information

2. **Kick-off Meeting/coordination meetings**- The relevant design team members will attend a project kick-off meeting with City personnel. KWE will provide the City with a project schedule, directory of team members, organization chart and any contractual submittals. Elements of the project design will be discussed with City personnel to identify any critical issues and verify design timeline. Additional coordination meetings will augment the target submittal for 60%, 90%, and 100% design level.

3. **Survey and Topographic Data Verification**- The City has or will furnish the 60% design electronic file and related drainage model information from their previous consultant, Civiltec Engineering, which is to be utilized on this project. KWE will verify the right-of-way (R.O.W.) and project benchmark(s) and include this information on the project design base electronic file and subsequent maps.

4. **Review 60% electronic file**- KWE has preliminarily reviewed the electronic file furnished by the City. This review concludes that base mapping and 60% design of the complete storm drain system as proposed does exist electronically for portions of Golden Bear Drive, Golden Hawk Drive, and S. Lakeview Drive. The electronic file shows plan view, R.O.W., curb, gutter, sidewalk, paving limits, lot lines, addresses, 1' contours, and blue-staked utility locations, as well as proposed storm drain pipe horizontal alignment. The profile views show pipe inverts, length, diameter, slope, manholes, and existing above ground profile, with stationing. The stations are segmented views with stationing from downstream to upstream which causes some plan views to have north down on the plan sheet. We will rearrange this to keep north up on the plan sheets whenever possible.

5. Review Blackhawk Master Drainage Study- KWE, in conjunction with our subconsultant, DuBroy Engineering (DE), will review the City furnished Master Drainage Study. The proposed improvements are anticipated to convey the 25-year storm. This existing study will be the base information for subsequent hydrology/hydraulic calculations at each proposed new inlet and collectively for the overall proposed drainage system.

Task 200-Potholing

Potholing will be coordinated with our subconsultant, Badger Daylighting. This scope of work includes up to 40 potholes to under 8' in depth. The survey layout will be provided by KWE's survey crew. Badger will backfill potholes with a one sack slurry mix per City requirements.

1. Survey layout computations- KWE will review the 60% electronic file and determine the horizontal location of expected utility conflicts per the electronic file furnished by the city.

2. Each pothole location will be laid out by field survey for the hydro excavation provided by Badger Daylighting.

3. Tabulate results on Plans- KWE will collect the findings from Badger and plot the results in table form and in each profile view for subsequent design call-outs.

Task 300-Construction Plans

The general requirements for the project design and the plan set will meet City requirements for COP Design Submittal Requirements.

The anticipated plan sheets are as follows:

1. Cover sheet
   This sheet will include the title, sheet index, and City seal/logo, list of utility companies with contacts, Mayor/Council name list, signature block, and key map.
2. Detail sheets

KWE will utilize City or MAG Standard Details for this project. Each detail that is referenced on the project design plans will be included on the detail sheets. Also, any unique or project specific details will be included.

3. Standard Construction Notes
   KWE will utilize the standard construction notes furnished by the City. This sheet will also include symbol legend, quantity matrix, and overall sheet layout.
4. Pothole results
   KWE will incorporate the results of each pothole on the appropriate plan/profile sheet tabulating the coordinate northing/easting and elevation.
5. Storm Drain Plan/Profile
   KWE will update the 60% electronic file with plan/profiles of each of the proposed storm drain pipes, which vary in diameter from 18 to 42 inches.
6. Horizontal control plan
   Survey control points are in the electronic file furnished by the City. KWE will field survey to verify this control. A horizontal control plan will be prepared to show this control with adequate information to stake the proposed improvements.
7. Stormwater Pollution Prevention Plan (SWPPP)
   KWE will prepare a SWPPP showing BMP's at each inlet headwall or catch basin to protect the existing drain storm trunk from excessive sedimentation. The contractor will be responsible for notifying ADEQ and implementing the plan.

Task 400-Hydrology/Hydraulics

1. Design flow at each inlet-DuBroy Engineering (DE) will provide the required design computations and analysis to determine the design flow at each inlet and the cumulative flow at each node in the storm system model.
2. Pipe Capacity Hydraulic Model- DE will model the storm system to verify the capacity of each pipe segment and overall system conformance. The goal is to convey the 25-year storm water runoff in the storm pipe system
3. Final Drainage Report- DE will compile the hydrology and hydraulics model into one final drainage report for the project.

Task 500-Utility Realignment

1. **Plan callouts**
   Based on results from potholing, KWE will callout the relocation of the various services including water and low pressure sewer. Other conflicting utilities including gas, telephone, and electric will be coordinated with the respective utility companies.
2. **Vertical and horizontal realignments**
   Vertical and horizontal realignments on the low pressure sewer and water system will be designed by KWE and shown on the storm drain pipe design plan/profile sheets. The remaining utilities including gas, telephone, and electric will be coordinated with each respective utility provider.

Task 600-Technical Specifications

KWE will utilize the City's boilerplate technical specifications for this project which utilize COP, YAG, and MAG format. Each bid item will be presented in the

specifications. A final bid schedule and final technical specifications will be furnished to the City.

Task 700-Engineering Estimate

KWE will prepare 60%, 90%, and 100% Engineer's Opinion of Probable Construction Cost Estimate.

Task 800-Preparation of Pre-final 90% Bidding Documents

KWE will incorporate changes, correction, and or additions from the 60% table top plan review including those items required by the Design Submittal Requirements for a 90% submittal. The resulting set of plans will be submitted to the City and utilities as a pre-final design, which will be reviewed by the City and utilities for any final adjustments or additions. The cost estimate, drainage report, and draft technical specifications will be included.

Task 900-Preparation of Final (100%) Bidding Documents

KWE will incorporate changes and/or additions as a result from comments of the pre-final 90% plan review. A set of final reproducible plans will be provided on 3 mil Mylar and on a disk (AutoCad dwg and pdf format). A hard copy and disk of the technical specifications, bid schedule, and construction estimate will be submitted in Microsoft Word format. The City will prepare the formal contract documents.

Task 1000-Assistance during the bidding process

KWE will be present for the pre-bid meeting and bid opening. During the bidding process, KWE will be available to coordinate bid addenda with the City.

Task 1100- Construction Administration

1. Shop Drawings, RFI's, COR's, and Draw Requests
   KWE will review shop drawings for general conformance with the project plans and specifications. KWE will review and respond to contractor RFI's, change orders, and monthly draw requests.
2. Bi-Weekly meetings/Site observation
   KWE will attend bi-weekly construction meetings and review the progress of the construction. Pre-Final and final walk through and punch list will be prepared.
3. As-Built Plans
   The contractor's as-built plans will be reviewed at each bi-weekly meeting. KWE will provide four or less site visits for field survey for locating the actual construction installation of underground utilities. The contractor's as-built plans, KWE's survey and site observation will be utilized to prepare the final project as-built plans. Final as-built Mylar plan set and digital files will be provided by KWE to the City.
4. Final Submittal
   KWE will complete and submit the as-built plans to the City on Mylar and electronic disk.

STANDARD OF CARE:

KWE shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. KWE and the City of Prescott mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

OPINIONS OF COST:

KWE has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on KWE's opinion based on experience and judgment. KWE cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by KWE.

END OF EXHIBIT A

Attachments: Scope/Fee Spreadsheet
Subconsultant Proposals (ETC, DE, BD)

ENGINEERING & TESTING CONSULTANTS, INC.

March 22, 2013

Mr. Gary Kelley, P.E.
Kelley/Wise Engineering, Inc.
146 Grove Avenue
Prescott, Arizona 86301

SUBJECT: PROPOSAL FOR SUBSURFACE SOIL EXPLORATION – BLACKHAWK DRAINAGE IMPROVEMENTS, PRESCOTT, AZ

Dear Mr. Kelley:

Engineering & Testing Consultants, Inc., (ETC) is pleased to have this opportunity to submit our proposal to perform geotechnical investigation services during the design phase for above referenced project.

ETC understands that the new proposed storm drains will be located along Lakeview Drive, east of Peace Pipe; along Golden Bear; and along Golden Hawk at Golden Bear.

The objective of the subsurface soil exploration is to provide subsurface soil and/or rock conditions, soil sampling, and recommendations for utility backfill and pavement structure for pavement patching. ETC has included corrosivity testing (pH, resistivity, sulfides, and Redox potential) as an additive alternate, if requested.

We propose the following scope of work.

SCOPE OF WORK

The subsurface soil exploration will be organized into three primary tasks: 1) field sampling and observation, and 2) the laboratory testing of selected soil samples, and 3) report preparation of results and recommendations.

417 NORTH ARIZONA STREET • PRESCOTT, ARIZONA 86301
928-778-9001 • FAX 928-778-4866

Field Exploration

Field drilling and sampling will be completed using our Mobile B-47 drilling rig. Additional costs associated with providing traffic control services have been included in this cost estimate. The proposed field work will include an exploration for the following conditions as encountered.

- General site characteristics.
- Subsurface soil profile, approximate boundary between soil types, existing pavement structure, and soil sampling.
- Depth to water, if encountered during the exploration.
- Seven (7) auger borings will be drilled to depths of 9 feet, or rock refusal, along the proposed utility alignments.

Laboratory Analysis

- Selected field samples will be tested for soil characteristics as determined by the geotechnical engineer.

Exploration Report

A final report will be compiled including at least:

a. Boring logs showing the stratification lines of the various soil types and existing pavement structure thickness encountered during field exploration.

b. Depth to water (where encountered).

c. Results from laboratory testing conducted on selected samples.

d. General site conditions including topography and surface drainage conditions.

e. Description of the surface soil and/or rock conditions encountered.

f. Recommendations for design parameters. Such parameters will include recommendations for utility backfill, general excavation conditions, and pavement patch structural thickness.

PAYMENT AGREEMENT

We estimate the subsurface soil exploration to cost $4,120.00, and we propose to provide these services for a lump sum fee of $4,120.00. The additional testing for corrosivity will be $1095.00 for three samples (one for each road), only if requested. Should we encounter conditions that require additional exploration and/or testing, such conditions will be reviewed with the client prior to proceeding.

ETC can schedule the fieldwork to be performed within one week, upon your authorization to proceed. We anticipate completion of the final report in about three weeks following the authorization.

AUTHORIZATION TO PROCEED

If you are in agreement with the scope of work, the lump sum fee, as quoted above, for the subsurface soil exploration, and the conditions as stated in the Schedule of Fees, Charges and Conditions, presented as Attachment I, please sign both copies of this agreement and return the original (Attention: Richard G. Kelley, ETC) to indicate your understanding of and concurrence with the conditions set forth herein.

ETC would like to thank you for this opportunity to submit our proposal for the geotechnical engineering work. ETC is looking forward to working for you on this project. If you have any questions, please call at your convenience (928) 778-9001.

Respectfully submitted,
ENGINEERING & TESTING CONSULTANTS, INC.

Richard G. Kelley, P.E.
Project Manager

Enclosure: Attachment I

ACCEPTED AND APPROVED

Signature: _____ Date: _____

Printed
Name: _____ Title: _____

ATTACHMENT I

SCHEDULE OF FEES, UNIT CHARGES AND CONDITIONS

Engineering Services	Charge Rate (hourly)
Staff Engineer	$100.00
Project Engineer	$125.00
Principal Engineer.	$150.00

Materials Testing Services	Charge Rate (hourly)
Engineering Technician	$70.00
Senior Level Engineering Technician	$75.00
Special Inspector	$70.00

Laboratory Testing	Charge Rate (each)
Soil Aggregate:	
Plasticity Index (wet prep)	$100.00
Plasticity Index (dry prep)	$65.00
Moisture Density Relationship	$120.00
Particle Size Analysis	$75.00
Geotechnical:	
Expansive Potential	$150.00
Expansive Index	$225.00
Consolidation/Swell	$175.00
Asphalt:	
Extraction with Gradation	$150.00
Marshall Density	$100.00
Rice Test	$120.00
Concrete/Grout/Mortar:	
Compression Tests (per Specimen)	$18.00
Compression Tests Drilled Cores (per Specimen)	$45.00

TERMS AND CONDITIONS
ENGINEERING & TESTING CONSULTANTS, INC. (ETC)

SECTION 1: SCOPE OF WORK: ETC shall perform the services defined in the contract and shall invoice the Client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change as the work is in progress. ETC will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. ETC can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fee schedules are valid for one year following the date of the contract unless otherwise noted. Initiation of services by ETC pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the Client will furnish ETC with right-of-access to the site in order to conduct the planned work. While ETC will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-site test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The Client will furnish ETC with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. ETC reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied. ETC reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to ETC prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, ETC will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold ETC harmless and indemnify ETC for any claims, payments or other liability, including costs and attorney fees, incurred by ETC for any damages to subterranean structures or utilities which are not called ETC's attention and correctly shown on the plans furnished to ETC.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the Client, or their representative to advise ETC of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which ETC may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by ETC employees, agents or subcontractors.

If ETC observes or suspects the existence of unanticipated hazardous materials during the course of provided services, ETC may at its option terminate further work on the project and notify Client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of ETC, ETC may at its option terminate this contract.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT: ETC does not create, generate or at any time own or take possession of ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the Client, and responsibility for proper transportation and disposal is the Client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: ETC will furnish two copies of the report to the Client. ETC will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Failure of Client to abide by the provisions of this section will be considered grounds for termination of this agreement by ETC.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by ETC as instruments of service, shall remain the property of ETC unless there are other contractual agreements.

SECTION 9: CONFIDENTIALLY: ETC shall hold confidential all business or technical information obtained from the Client or his affiliates or generated in the performance of services under this agreement and identified in writing by the Client as "confidential". ETC shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of ETC against claims or liabilities arising from performance of services under this agreement. ETC obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by ETC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or exploration are made by ETC and that the data, interpretations and recommendations of ETC are based solely upon the data available to ETC. ETC will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: ETC has adopted safety policy procedures for its personnel when providing services at construction sites. ETC will adhere to these procedures, as site conditions require. A copy of the "Health & Safety Manual" is on file with the corporate safety officer and is available for review. ETC is not responsible or liable for injuries or damage incurred by third parties who are not employees of ETC.

It is understood that ETC will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by ETC to subpoenas issued by any party other than ETC in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY: The Client agrees to limit ETC's liability to the owner and all construction contractors and subcontractors on the project arising from ETC's professional acts, errors, or omissions or breach of contract or other cause of action, such that the total aggregate liability of ETC to all those named shall not exceed $50,000, or ETC's total fee for the services rendered on this project, whichever is greater, and Client hereby releases ETC from any liability above such amount. The Client further agrees to require of the contractor and his subcontractors an identical limitation of ETC's liability for damages suffered by the contractor or the subcontractor arising from ETC's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others that may arise on account of ETC's professional acts, errors or omissions.

SECTION 14: INSURANCE: ETC carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to Client upon request. Within the limits and conditions of such insurance, ETC agrees to indemnify and save Client harmless from and against any loss, damage, injury or liability arising from any negligent acts of ETC, its employees, agents, subcontractors and their employees and agents. ETC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. ETC shall not be responsible for any loss, damage or liability arising from any acts by a Client, its agents, staff, consultants employed by others, or other third parties who are not employees of ETC.

SECTION 15: INDEMNITY: The Client acknowledges that ETC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or safety conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against ETC and agrees to indemnify and save ETC, its agents, and employees harmless from any claim, liability or defense costs, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to ETC's performance of services hereunder. Client and ETC agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: TESTING AND OBSERVATION SERVICES: If ETC is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set for in the proposal, then this section applies. For the specified assignment, ETC will report test results, observations and professional opinions to Client.

The presence of ETC field representatives will be for the purpose of providing field-testing and observation. Our work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised.

The Contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse him in any way for defect discovered in his work.

The term, "observations," implies that we would observe the progress of the work we have agreed to be involved with and perform test from which to develop an opinion as to whether the work essentially complies with the job requirements.
With any manufactured product there are statistical variations in its uniformity and the accuracy of test used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirement. Our proposal is for the scope of services requested by our Client. The degree of certainty for compliance with project specifications is much greater with full time observation than it is with intermittent observation.

SECTION 17: SAMPLES: ETC will retain all soil and rock samples that are transported to ETC laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at Client expense upon written request.

SECTION 18: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 19: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ETC shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of ETC required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 20: ASSIGNS: Neither the Client nor ETC may delegate, assign, subwrite or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 21: PRECEDENCE: These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ETC's services.

SECTION 22: ARBITRATION: As an inducement to obtain the services of ETC, the Client has expressly agreed that all disputes between the parties shall be submitted to arbitration according to the rules of the American Arbitration Association and the decision of the arbitrator(s) shall be final and that any arbitration award rendered pursuant to this provision may be reduced to judgement and any failure by either party to abide by such arbitration award shall be subject to the sanctions set forth under "General Conditions." It is expressly understood by the Client that ETC would not render professional services to the Client but for this arbitration provision.

BADGER
DAYLIGHTING

Time and Material Proposal

Date: **3/25/13** **Proposal #: 130325A**

Project: **Blackhawk Subdivision Potholes** **Attn: Gary Kelley**

Client Company: Kelley/Wise Engineering **Phone: 928-771-1730**

As per your email, Badger Daylighting proposes the following estimate:

Scope of Work:

1. Provide (1) Badger Hydro Excavator with (2) person crew
2. Pothole in 40 different locations designated by client
3. Badger will core drill/saw cut each pothole location
4. Badger will pothole in locations designated by client prior to mobilization. Badger estimate is based on at least 10 holes per mobilization lined out by client
5. Traffic Control – provided by Badger
6. Permitting – provided by Badger at cost plus 15%. Price TBD once awarded and applied for
7. Potholes will be dug directly down from Blue Stake marks with a sweep of 24" either side of the marks. Dry Holes with no utility found are still considered a hole
8. Potholes are proposed based on average depths of 5' to 8'. Anything deeper than 8' will be billed at unit cost below as Supplementary Rate
9. Ground conditions are considered to be compacted. Rocks, cobble, and or any other obstructions larger than 6" in diameter will be considered out of scope and can greatly affect productivity of the job
10. Badger is responsible for backfill & securing of potholes and will use ABC Slurry
11. If Badger is required to do concrete or sidewalk repair charges will be billed back at cost plus 15%
12. Access allows the Badger unit to pull within 10' of each proposed hole location
13. Delays outside of Badger's control are considered out of scope
14. Anything out of this scope of work will be billed at standard hourly rate of $235/hr

Estimated Price:

Potholing to max depth of 8' deep ($350/hole x 40 holes)	$14,000.00
**price includes backfill/restoration*	
Core Drill/Saw Cut ($100/hole x 40 holes)	$ 4,000.00
Traffic Control ($120/hr x 10hrs/day x 4 days)	$ 4,800.00
MOB/DEMOB ($600/day x 4 days)	$ 2,400.00
Water ($40/load x 8 loads)	$ 320.00
Dump Fees	$Cost Plus 15%
Estimated Total:	$25,520.00

Supplementary Costs:

Holes deeper than 8' deep	$450.00/hole
Concrete/Sidewalk repair	$Cost Plus 15%
Permit	$Cost Plus 15%

Special Notes:

- Changes to the scope of work may cause the cost of the work to increase. Items that may require additional work include, but are not limited to: dimensions larger than those quoted, rock larger than 6", concrete, trees, roots, or other materials that inhibit excavation, delays not caused by Badger, remote hose work, and/or extra travel.

***Any deviations to the scope of work provided by Badger Daylighting Corp, is considered a change to the Contract amount and must be approved in advance in writing. Badger Daylighting Corp excludes all work scope in our bid proposal whereas unusual site conditions by discovery or existing conditions would cause additional equipment and man hours in excess of 10% of our proposed labor units/price.*

We look forward to earning your business on this project and showing how we can improve your bottom line on each and every project.

Submitted by:
Darrell Clark
480-272-3523

Equipment Specifications:

Debris Capacity:	12 Cubic Yards
Water Capacity:	1800 Gallons
Vacuum cfm:	6200
Hg:	28”
Water Pump:	18.5 gpm @ 2500 psi

DUBROY ENGINEERING, L.L.C.
7660 E. Gato De Luna, Prescott Valley, AZ 86315
Ph: (928) 533-7062

SUBCONSULTANT AGREEMENT

SCOPE OF SERVICES & FEE ARRANGEMENT

PROJECT NAME:	Blackhawk Subdivision Drainage Improvements
PROJECT LOCATION:	City of Prescott, AZ
DE PROJECT NUMBER:	13006
DATE PREPARED:	March 25, 2013

SCOPE OF SERVICES

The overall project entails design and construction plan preparation for stormwater drainage improvements for the above named project. The improvements will be primarily in the form of additional inlets and associated underground piping. The City of Prescott has a partially complete plan prepared by a previous engineering consultant, and desires to finish the design process. The City will supply all previous design information produced by the previous consultant. It is not anticipated that the final design will depart significantly from that previous work.

The Subconsultant will perform hydrologic and hydraulic analysis for the storm drain system design, including all work necessary to determine the flows, size the inlets and pipes, and provide a design report to the City. The Scope includes coordination with the Consultant (Kelley-Wise Engineering), participation in design related meetings, consideration of potholing data obtained by the Consultant, and input to preparation of the construction plans, specifications, and quantities. The Consultant will be responsible for all other aspects of the project. Construction phase services by the Subconsultant are not included in the Scope at this time.

Additional services can be added to this agreement at the request of the Consultant, at an hourly rate or fixed fee as mutually agreed for such services.

FEE AND EXPENSES

The work described in the Scope of Services will be performed for the following fee:

Fixed Fee of: $ 14,000.00

Hourly rate for additional services: $105.00/HR

COUNCIL AGENDA MEMO – April 9, 2013

DEPARTMENT: Finance (Information Technology)

AGENDA ITEM: Approval to purchase Juniper network switches from CenturyLink using State contract pricing in an amount not to exceed $118,000.00

Approved By:		**Date:**
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell	3-29-13

Summary

This item is to purchase approximately 70 Juniper Network switches from CenturyLink under State of Arizona Contract ADSPO 12-024624 in an amount not to exceed $118,000.00. Installation of this information technology system infrastructure upgrade will be completed over Fiscal Years 2013 and 2014 to enable it to be done by City personnel.

Description

The City data network (see attached schematic) encompasses 40 locations throughout the Prescott area. Every business unit of the City relies on the network, which is also used for telephone, business operations, and other internal and external communications.

Data networking is analogous to a water system. The network possesses a certain capacity for data (like the capacity of a pipe) which must be able to move it at a high rate of speed. Network switches are fundamental elements of a data network, connecting disparate components to enable communications to take place. Principal issues with switches are capacity, hardware and software failures which interrupt or otherwise impact the flow of network information to/from the City of Prescott.

The City's current HP ProCurve switches are between 6 and 8 years of age. These devices have performed well but are reaching capacity and software limitations, necessitating replacement. Present generation Juniper Networks switches provide higher capacity and performance of six times more raw data handling (56 gigabits per second vs. 9.6 gigabits per second for the current HP edge switches) with a lower total cost of ownership than those currently deployed. Their switches have a full 10 year warranty on hardware and software updates.

Juniper offers a unique value proposition in terms of the total support costs for network equipment by utilizing the same operating system on all of their devices: firewalls, routers and switches. This allows City IT personnel to use the same commands to configure the device operating system, leveraging automation to provision and manage devices. Juniper also uses a centralized and active management system encompassing network performance monitoring, and proactive alerts for hardware and software related issues before they turn into service delivery interruptions.

Agenda Item: Approval to purchase Juniper network switches from CenturyLink using State contract pricing in an amount not to exceed $118,000.00

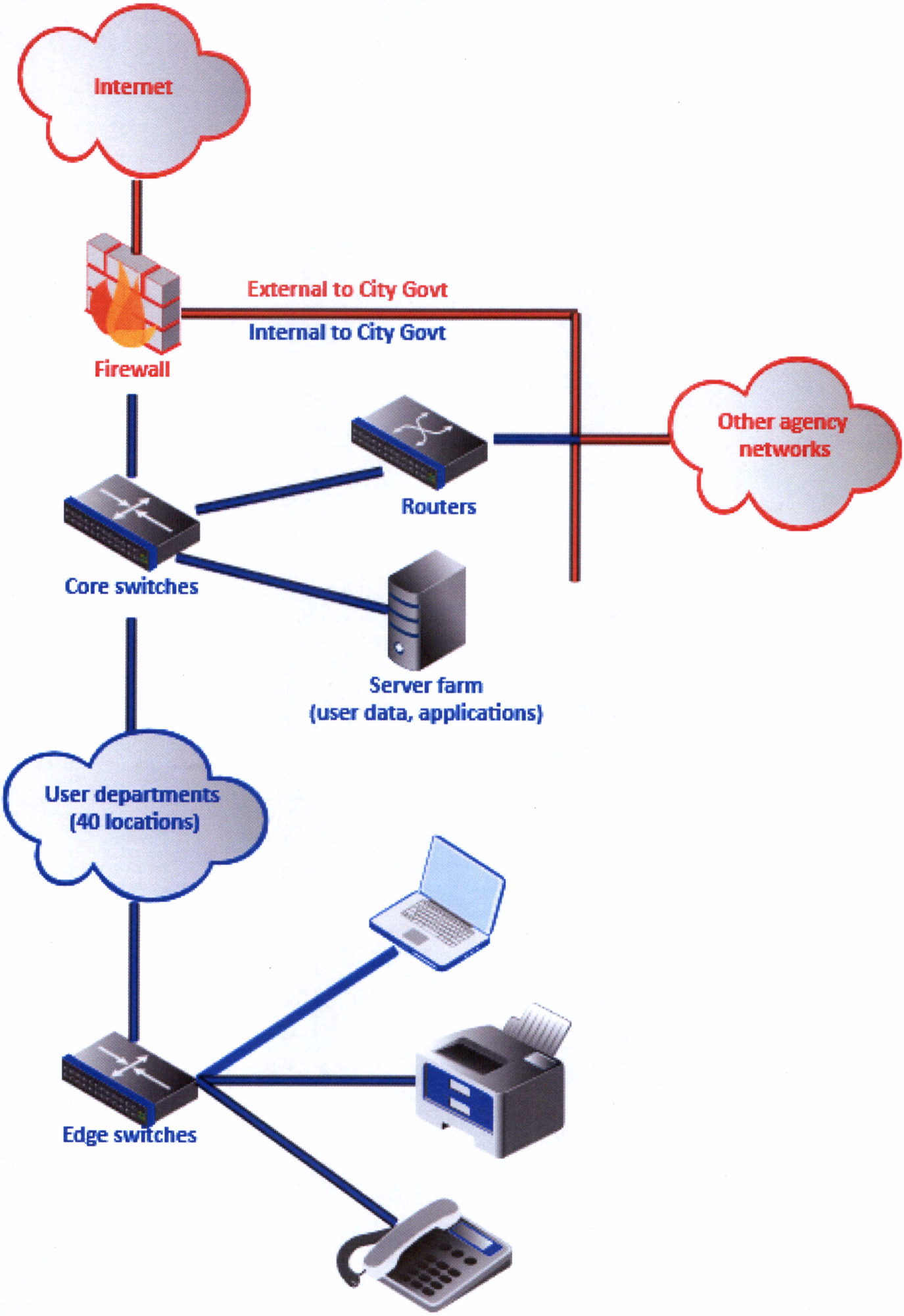
The switches recommended herein for procurement are compatible with other Juniper firewalls, routers and switches that are already in use in the City's network.

Financial Impact

Funding for this item is included in the approved FY 13 IT Division network maintenance budget.

Attachment - City Network Schematic

Recommended Action: MOVE to approve the purchase of Juniper Network switches from CenturyLink using State contract pricing in an amount not to exceed $118,000.00.


Internet
External to City Govt
Internal to City Govt
Firewall
Other agency networks
Routers
Core switches
Server farm
(user data, applications)
User departments
(40 locations)
Edge switches

COUNCIL AGENDA MEMO – April 9, 2013

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Ratification of emergency purchase of one (1) each Rice Lake low profile truck scale from Town & Country Scale Company, Inc., in the amount of $49,957.90

Approved By:		**Date:**
Department Head:	Stephanie Miller	4/1/13
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell Craig McConnell	4-2-13

Item Summary

By memorandum dated March 21, 2013 (attached), Council was notified of the need to procure this item on an emergency basis. Section 1-27-1.10 of the City Procurement Code provides that in such case, an expenditure over $10,000.00 be submitted for ratification at the next scheduled Council meeting.

The item purchased is one (1) each Rice Lake OTR 47 x 11 low profile truck scale from Town & Country Scale Company, Inc., in the amount of $49,957.90. Town & Country Scale Company will provide installation, certification, and calibration of the scale which will be used at the Transfer Station for loading trailers that haul solid waste and recyclable materials.

Background

On April 1, 2013, the Solid Waste Division made an emergency purchase of a replacement scale for the Transfer Station pit scales, through quotation. The two existing scales, original to the Transfer Station which was built in 1991, had failed as of March 21, 2013. Since failure of the scales, equipment operators had been attempting to load trailers based upon their past experience. However, this method was not effective, and resulted in numerous loads being either light or heavy, creating both contractual and Department of Motor Vehicles/Department of Public Safety issues, necessitating the need to quickly replace the scales.

The Division uses the scales for weighing the loading of solid waste into trailers operated by the City's hauling contractor, Fann, within the allowable maximum legal load for transport to Gray Wolf Landfill. The City's hauling contract with Fann has a load limit provision that reads as follows:

> *"The City shall fill the transport trailers to within eighty percent (80%) of the legal maximum load limits on each set of axles and have the load leveled. It shall be the contractor's responsibility to walk the trailer and get the load ready for tarping. It shall be the contractor's responsibility for tarping and untarping operations. The owner* (City) *will provide axle scales in the tunnel."*

Agenda Item: Ratification of emergency purchase of one (1) each Rice Lake low profile truck scale from Town & Country Scale Company, Inc., in the amount of $49,957.90

The Solid Waste Division had been planning to budget and bid out replacement of the aging scales in FY14, but the recent failure and resulting impacts necessitated immediate replacement. Written quotations were obtained in order to maximize the value of the purchase.

Proposals Received

Quotes were requested from five companies, and three were received.

Company	Location	Amount
Desert Scales & Weighing	Phoenix, AZ	$58,832.91
Fairbanks Service	Glendale, AZ	No response
Mettler Toledo	Toledo, OH	No response
Southwestern Scales CO.	Phoenix, AZ	$71,525.92
Town & Country Scale Co.	Glendale, AZ	**$49,957.90**

Two of the vendors, Mettler Toledo and Fairbanks Service, were contacted on two separate occasions, but as indicated above chose not to respond.

Financial

Funding is available in the FY13 Solid Waste Division budget from savings on the purchase of a small collection vehicle for which $170,000 was budgeted. The cost of the small collection vehicle was $43,427.09, leaving an unexpended balance of $126,582.91.

Attachments

- Memorandum from Allison Zelms dated March 21, 2013, Advance Notification of Necessary Emergency Purchase – Replacement of Transfer Station Pit Scales
- Consolidated Quote Sheet dated April 1, 2013
- Quote from Desert Scales & Weighing Equipment, Inc.
- Quote from Southwestern Scale Company, Inc.
- Quote from Town & Country Scale Company, Inc.

Recommended Action: MOVE to ratify the emergency purchase of one (1) each Rice Lake low profile truck scale from Town & Country Scale Company, Inc., in the amount of $49,957.90.

CITY OF PRESCOTT
ARIZONA
Everybody's Hometown

Office of the City Manager

201 S. Cortez Street
Prescott, AZ 86303
(928) 777-1380

Memorandum

For: The Honorable Mayor and City Council

To: Craig McConnell, City Manager

From: Alison Zelms, Deputy City Manager

Date: March 21, 2013

Subj: Advance Notification of Necessary Emergency Purchase - Replacement of Transfer Station Pit Scales

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An emergency purchase for replacement of the Transfer Station pit scales, through quotation rather than a lengthy formal bid process, is necessary. There are two (2) existing scales, original to the Transfer Station which was built in 1991. Currently, one scale is partially operational, while the other is entirely nonoperational. The two (2) pit scales are used to measure the loading of refuse into trailers operated by the City's hauling contractor, Fann, within the allowable maximum legal load for transport to Gray Wolf Landfill.

Background

Southwest Scales, called to the site to make repairs, has informed the City that the scales are no longer repairable.

The City's hauling contract with Fann has a load limit provision that reads as follows:

"The City shall fill the transport trailers to within eighty percent (80%) of the legal maximum load limits on each set of axles and have the load leveled. It shall be the contractor's responsibility to walk the trailer and get the load ready for tarping. It shall be the contractor's responsibility for tarping and untarping operations. The owner (City) *will provide axle scales in the tunnel."*

Equipment operators have been attempting to load the trailers to within 80% of their legal maximum load based upon past experience. This method is not effective, and has resulted in numerous loads being either light or heavy, creating both contractual and DMV/DPS issues.

The Solid Waste Division was planning to bid out replacement of the aging scales, but the recent failure and resulting impacts necessitate immediate replacement at an estimated cost of approximately $50,000. Written quotations will be obtained in order to maximize the value of the purchase.

Following replacement of the scales, in accordance with the Procurement Code, Section 1-27-1.10 the emergency expenditure will be submitted to the Council for ratification.

City of Prescott									
Solid Waste Division									
Emergency Procurement- Transfer Station Pit Scales									
Quote Sheet									
Vendor	**Price**	**Weekend Hourly Rate**	**Length 45' or Greater**	**Height 12"or less**	**6" Digital Display**	**Skirt Pit Wall to Scale**	**Man Hole Cover**	**Steel Ramp**	**Availability**
Desert Scales	$ 58,832.91	$ 92.50	Yes	Yes	Yes	Yes	Yes	Yes	3 weeks or less
Fairbanks	No Bid	$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mettler-Toledo	No Bid	$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Southwest Scales	$ 71,525.92	$ 67.25	Yes	Yes	Yes	Yes	Yes	Yes	3-4 weeks
Town & Country	$ 49,957.90	$ -	Yes	Yes	Yes	Yes	Yes	Yes	6 weeks

4/1/2013

Tyree,Richard

From: tcscale@aol.com
Sent: Monday, April 01, 2013 9:19 AM
To: Tyree,Richard; Ditto,Cheri
Subject: Revised quote #2

The following is a quote per your request for truck scale

1.) Rice Lake OTR 47 x 10 or 47 x 11 truck scale with 3/8" steel decking
3-section, 2 modules, 100 ton capacity
furnished with 8" I-beam for an 11" profile and side rails
**note: scale will be furnished with removable end plates for clean out $ 28,900.00

2.) Rice Lake laser 6" remote readout $ 1,950.00

3.) Eleven gauge hot roll steel, cut and formed to mount directly to the wall
and fold over side rail. $ 1,950.00

4.) One man hole $ 600.00

5) One steel ramp 10' x 15' to fit OTR 47' x 10' $6,500.00

Estimated shipping from Fernly Nevada $ 1,600.00
Crane Fees $ 687.00
Installation and Calibration $ 3,900.00
**** tax $3,870.90

Total price $ 49,957.90

**Work by others:
Concrete foundation

If you have any questions please call me at 623-931-3732.

Thank you,

Gary Pritchard
Town & Country Scale Co., Inc

**Please acknowledge receipt of the quote via email

PRICE QUOTATION

DESERT SCALES & WEIGHING EQUIPMENT, INC.

P.O. BOX 20045 • PHOENIX, AZ 85036
(602) 258-5272 OR 275-7530 • TOLL FREE (800) 489-8354
FAX (602) 275-7582

TO City of Prescott Solid Waste	DATE 3/22/13	002794	
P.O. Box 2059	YOUR INQUIRY DATED 3/22/13	TERMS SEE BELOW	
Prescott, Arizona 86302	PROPOSED SHIPPING DATE Approx 2wks A.R.O.	TO BE SHIPPED VIA Bestway	
Cheri & Richard	SALESPERSON Gary W. Gardner	F.O.B. Sundog Trans.	PPD. X / COLL.

HERE IS OUR QUOTATION ON THE GOODS NAMED, SUBJECT TO THE CONDITIONS NOTED:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office or the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Air Weigh Manufacturing Model 60T1045-RS Low Pro Truck Scale- Steel Deck - 120,000# capacity - Side Rails		
1	IDS Model 422 digital readout 120,000 x 20		
1	Matko SBL6 Remote Display		
	Freight from the factory		
1	End Wall and Approach Slab		
1	Installation, test, calibration, certification and "Placed into Service" with the Az. Dept. of Weights & Measures		38,677.00
	Applicable Sales Tax to be added in.		
	NOTE: Completion time should be 3 weeks or less with cure time on the concrete After Receipt of order.		
	Normal TERMS 50% down with the order Remainder upon completion of the calibration		
	OPTIONAL Steel Ramp on approach end ADD 10,000. Rubber Sides 4,400 Man Hole Cover 750		53,827 + 9.3% 58,832.91

TO CONFIRM ORDER, SIGN AND RETURN WHITE ACCEPTANCE COPY

QUOTE VALID FOR 30 DAYS. BY _____

WHITE - ORIGINAL YELLOW - DUPLICATE PINK - TRIPLICATE

SOUTHWESTERN SCALE COMPANY INC

SALES • SERVICE • RENTALS • MANUFACTURING SINCE 1948

QUOTE

2535 W. BROADWAY RD., PHOENIX, AZ 85041
P.O. BOX 8760, PHOENIX, AZ 85066
(800) 373-7763 (602) 243-3951 (602) 243-0435 FAX

AZ WEIGHTS & MEASURES LICENSE W&M 014973
AZ CONTRACTORS LICENSE ROC# 180472
www.swscale.com

DATE: March 26, 2013

BILL TO: City of Prescott
2800 Sundog Ranch Rd
Prescott, AZ 86301

SHIP TO: City of Prescott

Attn: Richard Tyree

Quote #	SQ090862

CUSTOMER PHONE#	Delivery	CUSTOMER E-MAIL	CUSTOMER #	SITE#
928-777-1116	3-4 Weeks ARO	richard.tyree@cityofprescott.net	14664	1
,SALESPERSON	TAX	PAYMENT TERMS	PRICES GOOD THRU	
DEAN DUMONT	9.3% added to final amount	Net 30 Days	April 25, 2013	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL	TAX
1.00	**48'x11' Centurion Truck Scale Model CT4811DT** - 100 ton capacity, low profile, steel deck tread plate. NTEP COC# 03-096A2. 3/8" plate run the length of the scale deck for long life and durability. 200,000 x 20 lb (scale uses 6(75K) Hermetically Sealed loadcells with braided wire cables (Rodent Protection)). All rigid conduit and sealed NEMA 4 rated junction boxes throughout. 5 year warranty on weighbridge, 5 year load cell warranty	$ 33,800.00	$ 33,800.00	
	Dialogik D450 -Full feature Digital Indicator, stainless steel enclosure, multiple outputs, user friendly	Included	Included	
1.00	**SBL-6 6" LED outside remote display**	$ 1,650.00	$ 1,650.00	
1.00	**15' LONG Steel Access Ramp:** Installed at one ond of the scale	$ 8,500.00	$ 8,500.00	
1.00	**Manhole 24" x 24"** : Installed in scale deck to allow access to Sump box	$ 500.00	$ 500.00	
1.00	**8" Wheel curbing installed the length of the platform**	$ 2,640.00	$ 2,640.00	
1.00	**End Bump stop to eliminate trucs from backing too far on scale**	$ 750.00	$ 750.00	
1.00	**Optional**: Side Shields mounted along each side of scale	$ 7,500.00	$ 7,500.00	
	Installation and Final Certification			
1.00	Delivery, Installation and final certification	$ 10,100.00	$ 10,100.00	
	Includes Lifting equipment to place modules inside pit.			
	Work performed during normal business hours M-F 7am-3pm			
	**After Hours installation is available at additional cost			

SUBTOTAL	$ 65,440.00
SALES TAX	9.3%
TOTAL	$ 65,440.00

$ 71,525.92

CUSTOMER PURCHASE ORDER #

Dean Dumont

QUOTE ACCEPTED BY

PREPARED BY DEAN DUMONT

THANK YOU FOR YOUR BUSINESS