



PRESCOTT CITY COUNCIL STUDY SESSION AGENDA

PRESCOTT CITY COUNCIL
STUDY SESSION
TUESDAY, JUNE 17, 2008
3:00 P.M.

Council Chambers
201 S. Cortez Street
Prescott, AZ 86303
(928) 777-1100

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

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:** Pastor Bobbie Root, Unitarian
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Lamerson
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Wilson	
Councilman Bell	Councilman Luzius
Councilman Lamerson	Councilman Roecker
Councilwoman Lopas	Councilwoman Suttles

- ◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

NOTE: *Anyone wishing to speak regarding an item on the agenda must address the Council using the microphone at the podium. PLEASE NOTE: Comments from the public regarding any item on the agenda will be limited to five (5) minutes. Please refer to the Clerk's desk for the timing sequence of the lighting signals: GREEN at the beginning of comments, YELLOW with one minute remaining, and RED when time has ended.*

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.

I. PROCLAMATIONS

- A. June 15 – 22, 2008 as *Prescott Pow-Wow Week*.

II. PRESENTATION

- A. Presentation on Focused Future II Final Document and Implementation Plan.

III. DISCUSSION ITEMS

- A. Approval of Focused Future II Community and Economic Development 3-5 Year Strategic Plan.
- B. Approval of a three-year Economic Development Agreement with Prescott Historical Society, Inc. in an annual amount not to exceed \$12,500.00.
- C. Approval of a consulting contract for court-related computer services with M.C. Woodfill & Associates.
- D. Adoption of Resolution No. 3895-0863 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Intergovernmental Agreement with the Town of Prescott Valley, the Central Yavapai Fire District, the Groom Creek Fire District, the Williamson Valley Fire District, the Chino Valley Fire District and the Yavapai Community College District for the provisions of consolidated dispatch services, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- E. Approval of lease agreement with Chartier Drywall, LLC to house the Fire Department's Fuels Crew in the amount of \$2,585.00 per month for rent and \$150.00 per month to include all utilities.
- F. Award of a contract to Duke's Root Control, Inc. in the amount of \$104,722.00 for the application of root control agents to the sanitary sewer system.
- G. Award of a contract to Asphalt Paving and Supply, Inc., in the amount of \$317,510.70, for the Sundog Wastewater Treatment Plant Pavement Reconstruction Project.
- H. Approval of Utility Agreement No. 3082-08-COPR with the Arizona Department of Transportation in the amount of \$573,751.18 to increase the size of the 12" Chino Transmission Main to 18" from Center Street to Road 4 South in conjunction with SR89 improvements and relocation of the main.

- I. Award of a bid for the Annual Striping and Pavement Marking Project to Traffic Safety Inc., in the amount of \$130,995.92.
- J. Adoption of Ordinance No. 4657-0859 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona abandoning portions of Adams Avenue and Kile Street located south of Iron Springs Road near the intersection of Meadow Ridge Road, retaining any necessary public utility easements, and authorizing the Mayor and City staff to take all necessary steps to effectuate such abandonment.
- K. Adoption of Ordinance No. 4656-0858 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the purchase of real properties, easements and improvements from Donald A. Guzzo, Nicholas and Lorraine Guzzo, Donald and Joan Guzzo Nicholas and Lorraine Guzzo Joint Tenants with Rights of Survivorship, Michael S. Drew, Rutkowski Family Trust, Dale and Vanessa Coffman, Robert and Michele Flori for the widening of Williamson Valley Road, and authorizing the Mayor and staff to execute any and all document to effectuate said purchases.
- L. Approve contract with AT Systems Security for Granite Street Parking Garage security services in an amount not to exceed \$43,800.00.
- M. Discussion on policy for extending City service into unsewered developed areas.
- N. Notice of Public Hearing (June 24) and adoption of Resolution No. 3896-0854 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, finally determining and adopting estimates of proposed expenditures for the Fiscal Year 2009, and declaring that the same shall constitute the budget for the City of Prescott for said fiscal year and establishing the expenditure limitation and adopting the Capital Improvement Program for Fiscal Years 2009 through 2013, approving and updating the job roster for the City of Prescott and setting forth its determination as to unfunded capital and other unfunded budgetary requests.
- O. Award of annual contract for legal advertisement of public notices to Prescott Newspapers, Inc. (Daily Courier) for Fiscal Year 2009 at the rate of \$11.16/column inch for straight copy and \$9.30/column inch for camera-ready copy.
- P. Notice of Public Hearing (June 24) and consideration of liquor license application from Song Pok Kwak, agent for DO5M, LLC, for a Series 9, *Liquor Store*, license for Liquor Barn located at 405 West Goodwin Street.

- Q. Approval of the Minutes of the Prescott City Council Regular Voting Meeting of May 13, 2008, the Budget Special Meeting of May 22, 2008 and the Regular Voting Meeting of May 27, 2008.
- R. Selection of items to be placed on the Regular Voting Meeting Agenda of June 24, 2008.

IV. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, City Clerk

PROCLAMATION

PROCLAMATION PRESCOTT POW-WOW WEEK JUNE 15-22, 2008

WHEREAS, the Prescott Pow-wow is a time and place to renew thoughts of the old ways and to preserve a rich heritage - a time and place for generations meeting together, dancing, singing, visiting, renewing old friendships and making new ones; and

WHEREAS, the mission of the Prescott Pow-Wow Committee is "...to strengthen traditional relationships and bridge inter-generational values by empowering and unifying Native youth, Native elders and the surrounding communities," and

WHEREAS, the 2nd Annual Prescott Pow-Wow has as its theme "Elders Embracing Youth"; and will allow many traditions to be taught to young people; and

WHEREAS, the City of Prescott Parks, Recreation and Library Department, working in partnership with the Prescott Pow-Wow Committee, is preparing Watson Lake Park for this cultural and historical gathering, and

WHEREAS, the 2008 Prescott Pow-Wow will take place at Watson Lake Park within the City of Prescott on June 20, 21 and 22, 2008, and is free of charge and open to the public;

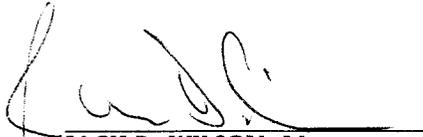
NOW THEREFORE, I, Jack D. Wilson, as Mayor of the City of Prescott, Arizona, do proclaim the week of June 15 to June 22, 2008 as

PRESCOTT POW-WOW WEEK

And call upon the citizens of Prescott to join in the celebration of Native culture and tradition, and to welcome participants from all tribes to "Everybody's Hometown."

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott, to be affixed this 17th day of June 2008.




JACK D. WILSON, Mayor

ATTEST:

The
FOCUSED
FUTURE II
Final Document
&
Implementation Plan

Is available at
City Hall in the Lobby
201 South Cortez Street
Prescott, Arizona

COUNCIL AGENDA MEMO – June 17, 2008

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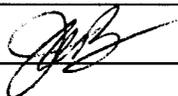
DEPARTMENT: Economic Development

AGENDA ITEM: Focused Future II Strategic Plan for Economic Development

Approved By:

Date:

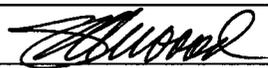
Department Head: Jane Bristol



6/12/08

Finance Director:

City Manager: Steve Norwood



06/12/08

BACKGROUND

A prior effort by City Council and staff, residents, and business organizations to create a strategic plan for economic development was completed in 1998. As most of the action items of that plan came to fruition, Council authorized staff to begin a new strategic planning process in late 2006 called Focused Future II. This program is provided throughout the state by Arizona Public Service (APS) at no charge to the municipalities.

The Mayor's Advisory Committee on Economic Development was tasked with oversight of this process and either participated in or received updates throughout the entire 18-month process. An Action Team was formed to work closely with APS and their consultants to create the plan attached. The City's Economic Development Office provided support to these groups and organized and participated in all meetings and public events.

A Future Search conference, targeted focus group meetings, a Mini-Summit and updates provided at City Council meetings ensured broad public participation in this process. A public presentation of the draft plan was conducted on May 8, 2008.

FINAL DRAFT PLAN

All these activities have resulted in an action plan with goals and strategies in four focus areas, as well as a plan for implementation. The planning process ends and implementation begins upon acceptance of the plan by Prescott City Council. The strategic plan should take 3 to 5 years to complete.

A presentation by staff and APS will be made on specific plan elements, how they will be implemented, and how results will be tracked and measured over the life of the plan.

Recommended Action: Approve Focused Future II Community and Economic Development 3-5 Year Strategic Plan.

COUNCIL AGENDA MEMO – June 17, 2008

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DEPARTMENT: Economic Development

AGENDA ITEM: Economic Development Agreement with Prescott Historical Society, Inc.

Approved By:

Date:

Department Head: Jane Bristol



6/12/08

Finance Director:

City Manager: Steve Norwood



6/12/08

BACKGROUND

The City of Prescott and Prescott Historical Society, Inc., dba Sharlot Hall Museum, have had a longstanding agreement wherein the City provides certain services and/or credits to the Society in exchange for the benefits of the Society's operation of Sharlot Hall Museum in downtown Prescott. These benefits include major events that draw tourism to the City, the preservation of historical buildings and records dating back to territorial times, etc.

The original agreement dates back to June 7, 1917, and was most recently clarified in 2005 with the approval of contract #05-228 which expires on June 30, 2008.

AGREEMENT HIGHLIGHTS

The new agreement includes the same level of support as in 2005, except that the total obligation of the City has been increased to \$12,500 from \$10,000 annually because of water and sewer rate increases. The entire obligation of the City includes:

1. Payment of sanitary sewer service for three (3) sewer accounts on the property.
2. Payment of sanitation service for a six-cubic yard dumpster twice per week.
3. Provide an annual credit of \$5,500 towards water fees on the main water account.
4. The total of these credits/payments shall not exceed \$12,500 in any one fiscal year.

This agreement will expire on June 30, 2011.

FINANCIAL

Adequate funds have been allocated in the General Fund for fiscal year 2009.

Recommended Action: Approve Economic Development Agreement with Prescott Historical Society Inc. in an amount not to exceed \$12,500 annually for three (3) years.

**ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN PRESCOTT HISTORICAL SOCIETY, INC.
AND THE CITY OF PRESCOTT, ARIZONA**

This Agreement is entered into this _____ day of _____, 2008, by and between the Prescott Historical Society (“Society”) and the City of Prescott, Arizona (“City”), acting by and through their respective governing bodies.

I. RECITALS

1. The Society is empowered by A.R.S. §41-4833 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the Society.

2. The City is empowered to enter into this Agreement pursuant to Article I, Section 3 of the City Charter, and has resolved to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the City.

3. The parties hereto desire to clarify their responsibilities, if any, under the Agreement of June 7, 1917 (“Agreement”), between the City and Society’s predecessor in interest, the State of Arizona, for the current fiscal year.

II. TERMS

1. For each fiscal year during the term of the Agreement, the City shall provide the following services to the Society, at no charge to the Society:

- a. Sanitary sewer service for the following three (3) sewer accounts: 3264-41500-1, 7802-11500-0, and 5062-10800-2.
- b. Sanitation service, which shall consist of refuse pick-up from a six cubic yard dumpster on the Society's grounds, to be picked up two (2) times per week.
- c. An annual credit in the amount of \$5,500.00 towards any water charges which may accrue against the Society's main water account (Number 3264-41500-1).
- d. The total credits and/or payments by the City pursuant to this Agreement shall not exceed \$12,500.00 in any one fiscal year.

2. The parties agree that the services to be provided by the City in Paragraph II above shall constitute an accord and satisfaction of any extent of the City's obligation the City may have to the Society under the Agreement of June 7, 1917, as consideration for executing this Agreement.

3. This Agreement shall become effective July 1, 2008, and shall terminate on June 30, 2011; provided, however, that this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

4. This Agreement may be canceled in accordance with A.R.S. §38-511.

5. The provision of A.R.S. §35-214 are applicable to this contract.

6. **Prohibition Against Discrimination.** The parties hereby acknowledge that they are bound by Executive Order No. 99-4.

7. In the event of any controversy which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth in A.R.S. §12-1518 to the extent that statute is applicable.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Executive Director
Prescott Historical Society
Sharlot Hall Museum
415 West Gurley Street
Prescott, Arizona 86301

Prescott City Manager
City of Prescott
P. O. Box 2059
Prescott, Arizona 86302

9. The parties hereto do not intend any change in the ownership of tangible property because of this Agreement. Upon termination of this Agreement, each party will own the tangible property that it owned prior to the Agreement.

10. The parties recognize that the performance by either party may be dependent upon the appropriation of funds by the Legislature. Should the Legislature fail to appropriate the necessary funds or if the appropriation for either party is reduced during the fiscal year, the parties may reduce the scope of this Agreement if appropriate or terminate the Agreement without further duty or obligation. Each party agrees to notify the other party as soon as possible after the unavailability of said funds comes to its attention. No penalty shall accrue to either party in the event this provision is exercised, and either party shall not be

liable for any future payments due for any damages as a result of the termination under this provision.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PRESCOTT HISTORICAL SOCIETY

By: _____
John Langellier, Director

ATTEST:

By: _____
Name:
Business Manager:

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this _____ day of _____, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

AGREEMENT
BETWEEN
PRESCOTT HISTORICAL SOCIETY, INC.
AND
THE CITY OF PRESCOTT, ARIZONA

#05-228

This Agreement is entered into this 14th day of OCTOBER, 2005, by

and between the Prescott Historical Society ("Society") and the City of Prescott, Arizona ("City"), acting by and through their respective governing bodies.

I. RECITALS

1. The Society is empowered by A.R.S. §41-833 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the Society.

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- b. Sanitation service, which shall consist of refuse pick-up from a six cubic yard dumpster on the Society's grounds, to be picked up two (2) times per week.
- c. An annual credit in the amount of \$5,500.00 towards any water charges which may accrue against the Society's main water account (Number 3264-41500-1).
- d. The total credits and/or payments by the City pursuant to this Agreement shall not exceed \$10,000.00 in any one fiscal year.

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3. This Agreement shall become effective July 1, 2005, and shall terminate on June 30, 2008, provided, however, that this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

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Prescott Historical Society
Sharlot Hall Museum
415 West Gurley
Prescott, Arizona 86301

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Prescott City Manager
P.O. Box 2059
Prescott, Arizona 86302

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PRESCOTT HISTORICAL SOCIETY

By *Richard Sims*
Richard Sims, Director

ATTEST:

Shanne Welch
Name:
Business Manager

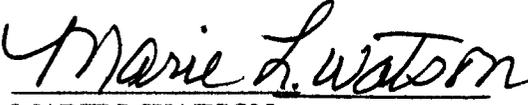
PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of
Prescott this 27th day of SEPT., 2005.



ROWLE P. SIMMONS, Mayor

ATTEST:

APPROVED AS TO FORM:



MARIE L WATSON
City Clerk



JOHN R MOFFITT
City Attorney

COUNCIL AGENDA MEMO – (06/17/08 & 06/24/08)	
DEPARTMENT:	Court
AGENDA ITEM:	Approval of a three-year consulting contract with M.C. Woodfill & Associates for computer services for the City Court.

Approved By:	Date:
Department Head: Rolf Eckel, Court Administrator	06/11/2008
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	06/11/08

Background

City Court has been using the Cache Court Management System for over 20 years with excellent results. The court requests a continued relationship with M.C. Woodfill & Associates for various computer-related services including, but not limited to programming, hardware maintenance, system design, interfaces with other systems, instruction and general related consultation. It is also necessary to keep our system up to date according to the requirements of the AZ Supreme Court. Our system is superior to the now obsolete State AZTEC system. It keeps track of the court daily calendars, searches for and prints late and non-compliance letters, updates the case status, posts financial data to each docket, prints notices, warrants, and summons from the information contained in the docket. Court staff use a "click and point" application for minute entry creation. The court self-service web site allows the general public access all of our court dockets, reducing the number of phone calls and visits regarding pending and closed cases.

The City Court currently has a zero based budget request of \$50,000 for computer services for FY 08-09. These monies are used to keep the court's computer automation current and to implement new programs as well as improving existing programs. The contract renewal does not contain a price increase.

REQUEST:

The City Court is requesting a three year consulting contract renewal for computer services with M.C. Woodfill & Associates.

<p>Recommended Action: MOVE to approve a three-year consulting contract with M.C. Woodfill & Associates for court-related computer services.</p>

CONTRACT FOR COMPUTER SERVICES

The CITY OF PRESCOTT, a political subdivision of the State of Arizona, hereinafter known as the "City", and M.C. Woodfill & Associates L. L. C., hereinafter known as the "Contractor", hereby enter into the following agreement:

RECITALS

The City currently owns and maintains a central court server, a public server, numerous PC work stations and peripheral equipment. As a result, the City currently has a need for various computer-related services including, but not limited to programming, system design, instruction and general related consultation.

ARTICLE I – SCOPE OF WORK

SECTION 1.

The Contractor shall:

- A. Provide programming services to maintain on an as-needed basis existing City Court applications.
- B. Provide programming services on an as-needed basis for additional new programs as well as improvements to existing programs.
- C. Provide instruction and consultation to City Court staff on an as-needed basis regarding any matters pertaining to the City Court's various computer systems including any related systems or equipment.
- D. Assist in providing a mutually agreed continuity plan in cooperation with City Staff which will include training and access to programs and databases and assist in providing seamless operation of court management system in the event of contractor's unavailability.

The above services shall be provided for any of the City Court's various computer systems and/or related equipment, including equipment and/or programs currently in use and those to be obtained in the future.

SECTION 2.

The services which are required from the Contractor under Section 1 above shall be determined in each instance by the City Court Administrator, and not performed or commenced by Contractor until requested by the foregoing individual or his/her authorized agents.

ARTICLE II – TERM OF CONTRACT

SECTION 1.

The original term of this contract shall be from July 01, 2008 until June 30, 2011.

ARTICLE III

SECTION 1.

All services as required by this Agreement shall begin within a reasonable time after the initial request by the City Court. The term "reasonable time" shall take into consideration the circumstances related to said request, such as emergency repairs versus general system maintenance. The work as required shall be completed on a timely basis unless otherwise agreed to by both parties.

ARTICLE IV – PAYMENT

SECTION 1.

A. For services performed by the Contractor as outlined in Article I, Section 1 of this contract, the City shall pay the Contractor at the hourly rate of \$100.00 per hour. Payment shall be made on the tenth day of each month for services rendered during the preceding calendar month; provided, however, that the maximum number of hours to which the Contractor shall be entitled to reimbursement in each fiscal year shall be five hundred (500) hours. The Contractor must obtain written approval from the City Manager for any hours of work exceeding the limits set forth above.

B. In addition to the foregoing compensation, the City shall pay the Contractor reimbursement for any parts or equipment necessary to complete such maintenance or repairs as requested by the City, at the actual cost to the contractor of such parts or equipment.

SECTION 2.

For enhancements to existing applications, or development of new applications, a Scope of Work document shall be prepared which will outline the work to be performed and the maximum amount of compensation to be paid for the work outlined. The City Court Administrator shall sign this document. Work shall not begin prior to the completion of the document.

In the event that the work cannot be completed within the funds authorized, the Contractor shall not continue with the project until he receives additional work authorization.

Contractor's invoices for all services rendered under this contract shall include an hourly breakdown, by day, by scope of work number, of work performed for each project.

ARTICLE V – EXCLUSIVE

SECTION 1

This contract is not intended to imply in any form that the Contractor is granted an exclusive right to perform these services for the City. The City, at its discretion, may obtain the services of other qualified computer-related consultants should it so desire, without invalidating or breaking any of the provisions of this contract.

ARTICLE VI – MISCELLANEOUS PROVISIONS

SECTION 1. TERMINATION OR ABANDONMENT

A. The City has the right to terminate this contract, upon thirty (30) days written notice, at its pleasure and make settlement with the Contractor upon an equitable basis, based upon actual services performed. The value of the work performed by the Contractor prior to the termination of this contract shall be determined in accordance with the compensation as set forth in Article IV, §1(A) & (B).

B. Contractor has the right to terminate this contract upon thirty (30) days written notice. In the event of such termination, City shall make settlement with the Contractor upon an equitable basis, based upon actual services performed. The value of the work performed by the Contractor prior to the termination of this contract shall be determined in accordance with the compensation schedule as set forth in Article IV, §1(A) & (B).

SECTION 2. INDEMNIFICATION

The Contractor hereby agrees to save and hold harmless the City, or any of its departments, agencies, officers or employees from all cost, damage and liability incurred by any of the above and from any other damage, cost and liability to any person or property whatsoever, which is caused by an activity, condition or event arising out of the performance or nonperformance of any provision of this agreement by Contractor, its agents or independent subcontractors. The above cost incurred by the City or any of its departments, agencies, employees or officers shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

SECTION 3. GENERAL COMPLIANCE WITH LAWS

A. The Contractor shall comply with the provisions of the Labor Law, all State laws, Federal and local statutes, ordinances and regulations that are applicable to the performance of this contract.

B. The Contractor, 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 subcontractors, including procurement of materials and lease of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VII 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, and Executive Orders 99-4.

SECTION 4. ASSIGNMENT OR TRANSFER

There shall be no assignment or transfer of the interest of the Contractor in any of the work covered by the contract without written consent of the City. In the event the City gives such consent, the terms and conditions of this contract shall apply to and bind the party or parties to whom such work is consigned or transferred as fully and completely as the Contractor is hereby bound and obligated.

SECTION 5. CONTROL

All work by the Contractor shall be done in a manner satisfactory to the Court Administrator or his/her agent and in accordance with the established policies, practices, and procedures of the City.

SECTION 6. OWNERSHIP OF DOCUMENTS, SOFTWARE PROGRAMS AND DATA

The ownership of all documents, software programs and data pertaining to this contract shall be as set forth in the Memorandum of Understanding entered into by and between the parties on the 17th day of June, 1993.

SECTION 7. CONFLICT OF INTEREST

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

SECTION 8. AMBIGUITY

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

SECTION 9. INDEPENDENT CONTRACTOR

It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV (A) above. As an independent contractor, the Contractor further acknowledges that he 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, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he 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 workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

SECTION 10. RETENTION FOR TAXES

Prior to the final payment to the Contractor, 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 Contractor, and shall apply to those monies to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

SECTION 11. AMENDMENT

This Agreement amends and supersedes in its entirety any and all prior agreements or understandings by and between the parties, except for the Memorandum of Understanding dated the 17th day of June 1993.

SECTION 12. CONFIDENTIALITY

A. The Contractor further agrees and understands that any and all information (excluding programs) obtained by the contractor in the performance of this agreement is confidential, and that the contractor shall never, directly or indirectly, use, disseminate, disclose, lecture upon or publish any such information.

SECTION 13. CONTRACT EXTENSION

This contract may be extended for an additional two-year period, under the same terms and conditions as contained herein, upon the mutual consent of the parties.

SECTION 14. ALTERNATIVE DISPUTE RESOLUTION

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

DATED this ____ day of _____, 2008.

M.C. WOODFILL & ASSOCIATES

By: _____
Name: _____
Title: _____

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2008.

JACK WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABTH BURKE
City Clerk

GARY KIDD
City Attorney

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COUNCIL AGENDA MEMO – June 17, 2008	
DEPARTMENT: EMERGENCY SERVICES/COMMUNICATIONS	
AGENDA ITEM: INTERGOVERNMENTAL AGREEMENT FOR JOINT DISPATCH SERVICES.	

Approved By:	Date:
Department Head: Darrell Willis	June 6, 2008
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	<i>06/08/08</i>

BACKGROUND

In the year 2005, the City of Prescott entered into an Intergovernmental Agreement (IGA) with 10 agencies to provide emergency dispatch services through the Prescott Regional Dispatch Center (PRCC). The original agreement was for a three (3) year term, which is expiring at the end of June of this year. Currently PRCC has eight (8) partners who received emergency 9-1-1 communications and dispatch services. Current partners include the Prescott, Prescott Valley and Yavapai College police departments, as well as the Prescott, Central Yavapai, Chino Valley, Groom Creek and Williamson Valley fire departments. In 2007, PRCC answered approximately 240,000 telephone calls and dispatched 75,829 emergency calls for service.

STATUS

The proposed agreement that is attached has not changed significantly and will run for a three (3) year term. All eight of our partners have reviewed the agreement, agree with its contents and are ready take the agreement to their governmental bodies for approval. The City Attorney has approved the agreement.

FINANCIAL

The costs of the agreement to each partner is attached in Exhibit "A". The cost is based on a workload division of costs set forth in the schedule and updated annually based on the number of defined "calls for service".

The City of Prescott cost for both the police and fire department's is \$1,283,536, which is included in the 2008/2009 budget.

Recommended Action: MOVE to adopt Resolution No. _____

PRCC PROPOSED 08/09 BUDGET

<u>Agency</u>	<u>CFS_2007</u>	<u>% total</u>	<u>Capital \$1.3 million/ 10 yrs.(per yr.)</u>	<u>\$2,435,000 operating budget</u>	<u>Cost for FY 08/09</u>	<u>Increase</u>
PPD	32839	43.26	\$56,238	\$1,053,381	\$1,109,619	\$37,785
PVPD	27031	35.61	\$46,293	\$867,104	\$913,397	\$83,325
YCPD	104	0.14	\$182	\$3,409	\$5,000	\$0
PFD	7182	9.46	\$12,298	\$230,351	\$242,649	\$20,947
CYFD	6253	8.24	\$10,712	\$200,644	\$211,356	\$15,646
CVFD	2257	2.97	\$3,861	\$72,320	\$76,180	\$8,550
GCFD	107	0.14	\$182	\$3,409	\$5,000	\$0
WVFD	56	0.07	\$91	\$1,705	\$5,000	\$0

PRCC 07/08 BUDGET

<u>Agency</u>	<u>CFS_2006</u>	<u>% total</u>	<u>Capital \$1.3 million/ 10 yrs.(per yr.)</u>	<u>\$2,258,690 operating budget</u>	<u>Cost for FY 07/08</u>
PPD	34711	44.84	\$59,038	\$1,012,796	\$1,071,834
PVPD	26979	34.85	\$42,919	\$787,153	\$830,072
YCPD	123	0.16	\$241	\$3,614	\$5,000
PFD	6884	8.89	\$10,904	\$200,798	\$211,702
CYFD	6377	8.24	\$9,594	\$186,116	\$195,710
CVFD	2209	2.85	\$3,257	\$64,373	\$67,630
GCFD	85	0.11	\$137	\$2,485	\$5,000
WVFD	45	0.06	\$111	\$1,355	\$5,000
					1/17/2007

RESOLUTION NO. 3895-0863

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF PRESCOTT VALLEY, THE CENTRAL YAVAPAI FIRE DISTRICT, THE GROOM CREEK FIRE DISTRICT, THE WILLIAMSON VALLEY FIRE DISTRICT, THE CHINO VALLEY FIRE DISTRICT AND THE YAVAPAI COMMUNITY COLLEGE DISTRICT FOR THE PROVISIONS OF CONSOLIDATED DISPATCH SERVICES, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the parties all have implicit authority to operate dispatch facilities for their respective emergency services; and

WHEREAS, it is the desire of the City of Prescott to consolidate dispatch services in order to provide the most effective and economical means of providing dispatch services.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement for the provision of consolidated dispatch services, attached hereto as Exhibit A.

Section 2. That the Mayor and staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 24th day of June, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

INTERGOVERNMENTAL AGREEMENT
JOINT DISPATCH SERVICES
-Restated-

THIS AGREEMENT, entered into this _____ day of _____, 2008, by and between the CITY OF PRESCOTT, a municipal corporation of Arizona ("City"), and the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (Prescott Valley), the CENTRAL YAVAPAI FIRE DISTRICT ("CYFD"), the GROOM CREEK FIRE DISTRICT (Groom Creek), the WILLIAMSON VALLEY FIRE DISTRICT (Williamson Valley), the CHINO VALLEY FIRE DISTRICT (Chino Valley) and the YAVAPAI COMMUNITY COLLEGE DISTRICT (Yavapai College) (all hereinafter collectively referred to as the "Participating Agencies" or individually as the "Participating Agency").

WITNESSETH:

WHEREAS, the parties all have implicit authority to operate dispatch facilities for their respective emergency services; and

WHEREAS, it is the desire of the parties to consolidate dispatch services; and

WHEREAS ARS §11-952 authorizes the parties to jointly exercise any powers common to them and to enter into one (1) or more inter-governmental agreements for cooperative action; and

WHEREAS, the parties have concluded that the most effective means of providing for consolidated dispatch services is for the City to serve as lead agency in the operation of consolidated dispatch services for the participating agencies; and

WHEREAS, the parties wish to modify and restate, in its entirety, the terms of that certain Joint Dispatch Intergovernmental Agreement originally dated _____, 2005;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree to amend and restate the above-referenced 2005 Dispatch Agreement as follows:

ARTICLE 1. PURPOSE.

- A. The purpose of this Intergovernmental Agreement (IGA) is for the City to provide consolidated dispatch services for both the City and the police departments and/or fire departments of the Participating Agencies at the City's dispatch facility.

ARTICLE 2. IGA TERM.

- A. This IGA is effective as of the opening and commencement of operations of the new Prescott Regional Public Safety Communications Center (hereinafter referred to as the "Effective Date"), currently located at 216 S. Cortez Street, Prescott, Arizona, and shall continue until June 30, 2011.
- B. Subject to the limitations of Article 5, this IGA shall be effective until June 30, 2011, at which time, as to each party, it will be automatically renewed for consecutive periods of twenty-four months beginning June 30, 2011, unless one of the parties gives written notice to the other parties of its intent to terminate, which notice must be given to each participating party no later than three hundred sixty (360) days prior to the intended termination date.

ARTICLE 3. PERFORMANCES - CITY.

- A. The City shall provide the following services under this IGA:
 - 1. All needed on-site personnel, facilities, work spaces, equipment and utilities needed to operate a dispatch center, known as the Prescott Regional Public Safety Communications Center ("Dispatch Center"), for fire suppression and emergency services (including medical), police and animal control dispatching for all of the Participating Agencies and the City ("Consolidated Dispatch Services"), as well as provide the necessary training, supervision, compensation, insurance, benefits, licenses, or other requirements for the personnel working out of said Dispatch Center. Any external infrastructure (including but not limited to radio towers, FCC licensing, RF or hardware links to the Dispatch Center, etc.) shall be the responsibility of the Agency which owns, uses or controls such external infrastructure.

Remote or local radio base/repeater stations and control stations that are to be connected to the Prescott Regional Public Safety Communications Center's console system must be either a 2-wire or 4-wire circuit and employ either tone or E&M signaling. Direct Current (DC) signaling will not be supported. Line levels shall appear at the console connection point on a 600 ohm balanced line at -10 dBm receive and 0 dBm transmit.
 - 2. The necessary equipment in the communication center to support Mobile Data Computers and Automatic Vehicle Locators for the partners of the center. This equipment is scheduled to be operational by July 1st of 2008. The above mentioned equipment will be maintained and or replaced through the current expenditures portion of this agreement.

- B. Operate the Dispatch Center in compliance with all applicable local, state and federal laws, including but not limited to working conditions, physical accommodations, and security. The City will continue to provide EMD (emergency medical dispatch) protocol, services, and training during the term of this Agreement.
- C. The parties agree that the fire department dispatch protocol presently in effect shall continue to be used for purposes of emergency fire and EMD under this Agreement, and that the same may be modified after consultation with the participating agencies.
- D. Provide separate fire and police dispatch services by separate dispatch personnel so that no individual dispatcher on duty will be responsible for simultaneously providing dispatch services for both (1) fire suppression and emergency services (including medical), and (2) police and animal control.
- E. Use its best efforts to dispatch manpower and/or apparatus within one (1) minute of receiving a call for fire agencies and for police emergency, priority-one traffic. Said dispatch shall be consistent with the dispatch protocol then in effect.
- F. Upon reasonable request, provide to the Participating Agencies detailed information regarding personnel services, dispatcher deployment, operating expenditures and administrative services that are proposed to be charged to the Participating Agencies.
- G. Upon request of a Participating Agency, provide standard computer aided dispatch (CAD) management reports necessary to determine numbers of calls for service, response times, at scene times, daily call logs and other standard reports available through CAD. The City will make its best efforts to satisfy any such request within ten (10) days of said request having been made, or as otherwise agreed between the affected Participating Agencies. The City will make its best efforts to provide any other requested nonstandard reports.
- H. A Reverse 911 (R-911) type of system will be maintained by the Prescott Regional Communications Center and will be available to all partnered agencies for use during an emergency or for non emergency use with the approval of the Director. All ongoing costs of this service will be paid through the current expenditures portion of this agreement.

ARTICLE 4. PERFORMANCES - PARTICIPATING AGENCIES.

- A. Each Participating Agency shall provide the following services under this IGA:

1. Within 30 days of billing by the City, remit to the City, on a monthly basis, its proportionate share, as determined by Article 5, of the actual costs incurred-pursuant to Article 3(G) above.
2. Each Participating Agency shall establish a phone number separate from that of the Dispatch Center for administrative and non-emergency calls, to be answered at the Participating Agency's facility, and to publish and advertise the same.

ARTICLE 5. DETERMINATION OF PAYMENTS.

- A. It is understood by the parties that the fee payment is based on a workload division of costs as set forth in Schedule "A". The net cost for each Participating Agency shall be divided by the percentage of workload (calls for service) as a percentage of the Dispatch Center's total calls for service. The percentage of workload to determine payments for the current fiscal year shall be recalculated annually based upon the previous calendar year's percentage of workload. Calls for service shall be determined as follows:
 1. Fire "Call for Service" - Alarm numbers, not CAD incident numbers, will be used for tracking "calls for service". When a request is received that initiates a response by any field personnel, a CAD incident will be created and an Alarm number assigned to the incident. Calls that are canceled after the dispatch will receive an Alarm number.
 2. Police "Call for Service": any time there is a response by police personnel based upon a request processed by the Dispatch Center. Any on-sight self-initiated activity by police personnel based upon public safety needs. Any request received by the Dispatch that is entered into CAD will be documented as a Call for Service regardless of whether or not it is assigned to police personnel (e.g., an alarm company calls back and cancels a burglar alarm because they found a responsible person on premise prior to the call being dispatched).
- B. Each Participating Agencies' monthly payments to the City shall include and be determined by multiplying the following two cost components by each Agencies' percentage of workload as calculated in 5(A):
 1. Current Expenditures - is the amount of current operating and additional capital expenditures incurred after the commencement of operations.

2. Initial Capital - is the initial capital the City of Prescott paid to setup the Dispatch Center, which will be repaid by the participants monthly over a 10-year period.
- C. Subject to the limitations below, if a Participating Agency terminates its participation in this Agreement, its obligation for Initial Capital payments, as calculated in 5(B)(2) shall, to the extent permitted by law, include the obligation to pay such amounts over the full 10-year repayment period, even if a Participating Agency ceases receiving services from the Dispatch Center. Such remaining payments to be made by an Agency that terminates its participation or ceases receiving services from the Dispatch Center shall be determined based on the Agency's workload of total calls for service for the last full fiscal year that the Agency participated in this Agreement or received services from the Dispatch Center; this workload of total calls shall remain the same and be used for each year that the Agency shall continue to make payments.

Notwithstanding anything contained in this Agreement to the contrary, with respect to any Participating Agency governed under Title 48 or Title 15 of the Arizona Revised Statutes, in the event that it is determined by a Participating Agency that said Participating Agency may not commit to payments of funds beyond a specific fiscal year in which funds have been actually appropriated for payment by the Participating Agency under this Agreement (including any period after termination of the Agency's participation), said Participating Agency's obligation to make payments under this Agreement and its participation in this Agreement shall terminate on the last day of the fiscal year during which said funds were actually appropriated by said Participating Agency. Said Participating Agency shall immediately notify the City and each other Participating Agency of such occurrence of non-appropriation. The Participating Agency shall be obliged only to make such payments as are duly and lawfully appropriated by the governing body for a specific fiscal period, including but not limited to any period of time after termination of participation under this Agreement, and forward.

- D. Until its participation under this Agreement is terminated, each Participating Agency to this Agreement shall pay a minimum annual fixed fee of \$5,000 each fiscal year, which shall include Current Expenditures and Initial Capital. After the City has determined the total monthly payments actually paid by a Participating Agency at the end of each fiscal year, the balance of this amount is due within 30 days of the City's billing.

ARTICLE 6. DISPOSITION OF PROPERTY.

- A. Upon partial or complete termination of this IGA, all property acquired by the City in the operation of the Dispatch Center and used in or affixed to the Dispatch Center will remain the property of and shall be the

responsibility of the City. Any equipment or technical material acquired by a Participating Agency and used primarily outside of the Dispatch Center shall be the property and responsibility of the Participating Agency that acquired and used said equipment or technical material.

- B. Each Participating Agency shall provide the name and phone number of that agency's technical repair specialist.

ARTICLE 7. DISCLOSURE OF INFORMATION.

- A. To the extent permitted by law, the parties, their respective officers, employees, subcontractors, agents and assigns, shall not divulge to third parties any information obtained by them through their respective performances under this IGA, subject to Arizona public records law.

ARTICLE 8. LIAISON OFFICERS.

- A. The Chiefs of each Participating Agency shall appoint a Liaison Officer to assist the City's Regional Communications Director in coordinating the performances hereunder. In the event of a dispute or other issue between the parties which does not constitute a "default", the same shall be communicated between the Liaison Officers and the City's Regional Communications Director, and they shall mutually attempt to resolve the matter within a reasonable period not to exceed twenty-one (21) days, unless a longer specified period is otherwise mutually agreed to by the parties. Thereafter, the matter shall be referred to the Prescott City Manager for final resolution.
- B. The Liaison Officers and the City's Regional Communications Director shall meet as and when needed; provided, however, that the Liaison Officers and the City's Regional Communications Director shall hold an annual meeting in January of each year to discuss operational issues, performance issues, financial issues, Capital Expenditures, the terms under which another agency may become an additional Participating Agency and a party to this agreement, and any other issues relating to this Agreement.
- C. In the event of a need for an unbudgeted Capital Expenditure, the Regional Communications Director and the Liaison Officers shall meet as soon as reasonably practical to mutually determine the actual need for any such Capital Expenditure, all pursuant to the other provisions of this Article. Due consideration shall be given to each parties financial needs and budgetary constraints. All parties shall make reasonable efforts to identify, meet, and determine such need prior to the occurrence of an actual need for an unbudgeted Capital Expenditure.

- D. In the event that the parties contemplate that another agency may become an additional Participating Agency and a party to this agreement, the Regional Communications Director and the Liaison Officers shall meet as soon as reasonably practical to mutually determine the terms under which such agency may become a Participating Agency and party to this agreement, subject to the other provisions of this Article.

ARTICLE 9. TIME IS OF THE ESSENCE.

- A. Time is of the essence in this IGA. It is expected that the parties shall diligently and deliberately carry out their respective performances hereunder.

ARTICLE 10. AMENDMENTS.

- A. This IGA may be amended at any time by mutual written agreement. No other agreements or understandings shall modify the provisions of this IGA.

ARTICLE 11. INDEMNIFICATION.

- A. In the event of any litigation, claims or other costs being incurred by the City as a result of its operation of the Dispatch Center, then and in that event each Participating Agency shall share in the cost thereof pursuant to the formula as provided for in Article 5 above.

ARTICLE 12. NOTICES.

- A. Any notice by either party to the other shall be considered duly served if delivered in person to the office of the authorized representative listed below, or if deposited in the U.S. mail, properly stamped with required postage, and addressed to the authorized representative listed below. Either party may change its representative or the address thereof giving the other written notice. Unless changed, notices shall be sent to the following:

City: City Manager
City of Prescott
201 S. Cortez Street
Prescott, AZ 86303

Copy to: Police Chief
City of Prescott
222 S. Marina Street
Prescott, AZ 86303

Town: Town Manager
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

Copy to: Police Chief
Town of Prescott Valley
7601 E. Civic Circle
Prescott Valley, AZ 86314

CYFD: Fire Chief
Central Yavapai Fire District
8555 E. Yavapai Road
Prescott Valley, AZ 86314

Yavapai College: Director of Campus Safety
Yavapai College
1100 E. Sheldon Street
Prescott, AZ 86301

Groom Creek: Fire Chief
Groom Creek Fire District
1110 Friendly Pines Road
Prescott, AZ 86303-8206

Williamson Valley: Fire Chief
Williamson Valley Fire District
15450 Williamson Valley Road
Prescott, AZ 86305-7451

Chino Valley: Fire Chief
Chino Valley Fire District
1133 West Road 3 North
P. O. Box 265
Chino Valley, AZ 86323-0264

ARTICLE 13. ACCOUNTING AND AUDITING.

- A. The City shall keep accurate and complete records of its performances hereunder in accordance with Generally Accepted Accounting Practice (GAAP). The Participating Agencies (including their respective auditors) shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices and all other evidence of expenditures for the performances hereunder. Such records shall be kept by the City as required by the Arizona State Library and Public Records,

Manual for Records Retention and Disposition for Arizona State Agencies, and the City shall make such records available for the periods they are required to be maintained by the manual.

ARTICLE 14. GOVERNING LAW.

- A. This IGA shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona and shall be deemed made and entered into in Yavapai County.

ARTICLE 15. ALTERNATIVE DISPUTE RESOLUTION.

- A. 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 parties hereto further 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.

ARTICLE 16. SAVINGS CLAUSE.

- A. In the event any phrase, clause, sentence, section, Article or other portion of this IGA shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this IGA shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

ARTICLE 17. ENTIRE AGREEMENT.

- A. This IGA constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

ARTICLE 18. CONFLICT OF INTEREST.

- A. This IGA may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this IGA on behalf of the respective parties.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2008.

JACK WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

LIZ BURKE
City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the Town of Prescott Valley this ____ day of _____, 2008.

HARVEY SKOOG, Mayor

ATTEST:

DIANE RUSSELL
Town Clerk

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Central Yavapai Fire District this ____ day of _____, 2008.

Name: Sandra Heiden
Chairman of the Board

ATTEST:

Name: Charlie Allen
Clerk

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Groom Creek Fire District this ____ day of _____, 2008.

Name: Robert Schulz
Chairman of the Board

ATTEST:

Name: Terry Hammon
Clerk

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Williamson Valley Fire District this ____ day of _____, 2008.

Name: Marcia Struble
Chairman of the Board

ATTEST:

Name: Terry Batt
Clerk

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Chino Valley Fire District this ____ day of _____, 2008.

Name: Dave West
Chairman of the Board

ATTEST:

Name: Bill Wagner

Clerk

PASSED, APPROVED AND ADOPTED by the Yavapai Community College District Governing Board this ____ day of _____, 2008.

Name: Ray Sigafos
Board Chair

ATTEST:

Name: Donna Michaels
Board Secretary

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

GARY KIDD
City Attorney

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

IVAN LEGLER
Town Attorney

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

Name: WILLIAM WHITTINGTON
Attorney for the Central Yavapai Fire District

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

Name: David Hunt
Attorney for Groom Creek Fire District

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

Name: David Hunt
Attorney for Williamson Valley Fire District

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

Name: David Hunt
Attorney for Chino Valley Fire District

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

Name: David Hunt
Attorney for Yavapai Community College District

COUNCIL AGENDA MEMO – JUNE 17 2008

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DEPARTMENT: FIRE

AGENDA ITEM: LEASE AGREEMENT WITH CHARTIER DRYWALL, LLC. TO RENT A 3600 sq ft BUILDING LOCATED AT 655 BRANNEN AVE.

Approved By:

Date:

Department Head: DARRELL WILLIS

Finance Director: MARK WOODFILL

City Manager: STEVE NORWOOD



06/11/08

BACKGROUND

The current condition of the building at the Fire Department training facility that houses the Granite Mountain Interagency Hotshot Crew (Crew 7) and fuels management Division is a high level health hazard.

The building over the past several years has become infested with rodents. Numerous methods have been utilized to try and eradicate the infestation, such as cats, poisons, high pitched rodent devices, and a variety of traps. These methods have not been successful. The rodents are not only a health hazard but are destroying supplies and equipment.

The building was initially constructed at the Prescott Airport. In 1975, the Prescott Fire Department disassembled the building and moved it to its current location at the Fire Department Training Facility. It was used for storage from 1975 until 2002, when the fuels crew began to use it as a base of operations. In 2003, we constructed interior walls for offices and a classroom. Granite Mountain Hotshots and fuels management personnel operate out of this building year round.

The future plan is to build a new home base when the training facility is upgraded; however this process is taking longer than expected. For the protection of the city's assets, it is essential to relocate to a suitable facility.

Fire Department staff has looked at several options over the past year. We have met with Yavapai College for housing opportunities, the rodeo grounds, the old Unisource building, and the old fleet maintenance facility. Several of these options would meet our needs, but are unavailable. The facility needs to be large enough to house crew carriers, dump trucks, chippers, and additional equipment.

STATUS

Fire Department staff has searched for alternative, temporary locations that will meet the needs of the fuels crew and will reduce the damage and health hazards currently encountered. One such facility was located at 655 Brannan Avenue, and is owned by

AGENDA ITEM: LEASE AGREEMENT WITH CHARTIER DRYWALL, LLC. TO RENT A 3600 sq ft BUILDING LOCATED AT 655 BRANNEN AVE.

Chartier Drywall, LLC. A two year lease has been negotiated on the property that will temporarily meet our needs. The 3,600 square foot property includes storage, garage, on site parking for 25, offices and a large classroom.

FINANCIAL

Comparable properties lease for 70 cents per square foot for storage only and \$1.50 per square foot for offices. The proposed lease works out to .72 cents per square foot.

This will be funded by the Granite Mountain off district recovery fund generated by contractual services provided. In April of this year, the contract with Arizona State Land Department was increased to cover the costs of the lease.

Recommended Action: MOVE to approve a lease agreement with Chartier Drywall, LLC to house the Fire Department's Fuels Crew in the amount of \$2,585.00 per month for rent and \$150.00 per month to include all utilities.

COMMERCIAL LEASE

THIS AGREEMENT, made this _____ day of _____, 2008 by and between the City of Prescott, an Arizona Municipality, with its principal place of business located at 201 S. Cortez Street, Prescott, AZ 86303 (hereinafter referred to as "Lessee") and Chartier Drywall, LLC (hereinafter referred to as "Lessor").

WITNESSETH:

WHEREAS the Lessor is the owners of certain real and personal property herein described, which is available for lease; and

WHEREAS Lessee desires to lease the real property herein described for municipal purposes; and

WHEREAS the parties desire to establish an Agreement to insure a future lease of the property described herein, now, therefore,

IN CONSIDERATION OF THE PREMISES and the mutual 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, the parties hereto agree as follows:

1. **PREMISES.** That the subject of this Agreement is the real property more particularly described as: Unit A, 655 Brannen Avenue, Prescott, AZ 86301, Yavapai County, Arizona, together with all buildings, improvements and fixtures thereon (consisting of 3,692 square feet), all of which shall be used by the Lessee for municipal purposes during the term of this Agreement.

2. **TERM.** The term of this Agreement shall be from June 1st 2008 through May 31st 2010, unless earlier cancelled as set forth herein.

3. **RENT.** Lessee shall pay to Lessor rent, in equal monthly installments, on or before the 10th day of each month during the term and any extension hereof, as follows:

(A) For the initial two year term, rent shall be in the amount of TWO THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS (\$2,585) per month

All rental payments due under the terms of this lease shall be made to the Lessor's agents: ELK Investment Properties LLC, 655 Brannen Avenue, Prescott, AZ 86301, unless and until another address is designated by Lessor for receipt of payment. All rental payments due herein are due and payable on the 10th day of each month. Any rental payment not received by the 10th day of the month shall be subject to a penalty of 10% of the amount of the monthly rental payment then due and unpaid.

4. **OPTION TO RENEW LEASE.** Upon expiration of lease if the Lessee should hold over the said term with the consent, express or implied, of Lessor, such would be construed as a tenancy only from month to month and rent shall be payable on a per month basis as set forth in Paragraph 3.

5. **ESTOPPEL CERTIFICATES.**

(A) Each party (as "Responding Party") shall, within ten (10) days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(B) If the Responding Party shall fail to execute or delivery the Estoppel Certificate within such ten (10) day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party; and (ii) there are no uncured defaults in the Requesting Party's performance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the

Responding Party shall be estopped from denying the trust of the facts contained in said Certificate.

6. SUBORDINATION; ATTORNMENT

(A) Subordination. This lease and any option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively "Security Device"), now or hereafter placed upon the Premises, to any and all advance made on the security thereof, and to all renewals, modifications and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease until such time that the Lessor has been declared in default of its Security Device and the Lender has assumed the Lessor's position with respect to this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereto to Lessee, whereupon this Lease and such Options to the Lease shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

(B) Attornment. In the event that lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated, (i) Lessee shall attorn to such new owner and, upon request, enter into a new lease, containing all of the terms and provisions of this Lease with such new owner, for the remainder of the term hereof, and any options to extend granted herein; or, at the election of the new owners, this Lease will automatically become a new lease between Lessee and such new owner containing the same terms as this Lease. The new owner shall not be liable for any act or omission of any prior Lessor with respect to events occurring prior to the acquisition of ownership.

7. SURRENDER OF PREMISES. Subject to the terms and conditions herein provided, it is agreed that at the expiration of the term of this Agreement, or any extension thereof, Lessee will quit and surrender the Premises, in as good order and condition as reasonable use and wear thereof will permit, damage by the elements and reasonable use and wear excepted. If the Lessee should hold over the said term with the consent, express or implied, of Lessor, such holding over shall be construed as a tenancy

only from month to month, and the Lessee shall continue to pay the prior lease rent for such term as Lessee holds same.

8. UTILITIES AND GLASS The Lessee further agrees to pay ONE HUNDRED FIFTY DOLLARS (\$150.00) to the Lessor for all utilities, to include water, electric, sewer, trash, gas. The Lessor hereby agrees to take full responsibility for all plate glass and other glass in and about the leased Premises, and should any plate glass insurance be carried, the premium shall be paid by the Lessor.

9. LESSEE'S OBLIGATIONS. Lessee shall be responsible for all maintaining the interior of the Premises neat and clean at all times, and shall be solely responsible for any and all custodial services requires for the interior of the Premises.

10. INSURANCE. The parties hereto acknowledge that the Lessee is a self-insured municipality. The Lessee hereby agrees to indemnify and hold harmless the Lessor from any and all claims, liabilities, expenses or lawsuits as a result of the Lessee's negligence arising from its use of the demised Premises.

11. PROPERTY, FIRST RIGHT OF REFUSAL. Lessors shall give Lessee first right of refusal on the purchase of the property, upon the same terms and conditions as any bona fide offer which the Lessors may have on the subject property.

12. LESSOR'S OBLIGATIONS.

(A) Lessor shall, at its expense and throughout the term of this lease, maintain, service, replace, and keep in good repair the structure and all mechanical equipment, including such items as floors, ceilings, walls, doors, glass, plumbing, cleaning, heating and cooling equipment, air conditions, partitions, and electrical fixtures. Lessors, at Lessors' expense, shall also keep in good condition and repair the foundations, exterior walls, and the exterior roof of the Premises. In the event that the Lessee undertakes to have repairs made by their agents, contractors or subcontractors, the cost of any such repairs may be deducted from any subsequent rental due the Lessor.

(B) Lessor shall be solely responsible for the payment of any and all property taxes and operating expenses relating to the Premises, it being the intent of the parties hereto that the lease rate provided for in Paragraph 3 above is Lessee's sole financial obligation to the Lessor.

13. LESSEE'S FIXTURES. Lessee may install in the Premises any new fixtures Lessee deems desirable and they shall remain Lessee's property. Lessee may remove these fixtures at any time but shall repair any damage caused by removal. No fixtures shall be installed which effect the structural integrity or external appearance of the leased Premises without Lessors' prior written consent. Any fixtures or other property Lessee remaining on the Premises after termination of the lease shall, after thirty (30) days, become the property of the Lessors.

15. REPAIRS OR REPLACEMENT IN EVENT OF THEFT OR VANDALISM. Notwithstanding anything to the contrary herein contained, Lessor agrees to repair or replace without delay and at its own sole cost, expense, and risk any and all portions of the leased Premises that may be damaged by theft, burglary, vandalism, or by malicious mischief. Such repairs and replacements shall be made promptly, as and when necessary. All repairs and replacements shall be in quality and class at least equal to the original work. On default of the Lessor in making such repairs and replacements, Lessee may, but shall not be required to, make such repairs and replacements, and the cost of any such repairs may be deducted from any subsequent rental due the Lessor.

16. DEFAULT BY LESSOR. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than ten (10) days after written notice by Lessee.

17. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or be regular mail, addressed to Lessor's agent as designed in Paragraph 3(B) or Lessee at City of Prescott, PO Box 2059, Prescott, AZ 86302, ATTN: Fire Chief.

18. WAIVER BY LESSEE. The waiver by the Lessee of any breach or breaches by the Lessor of any one or more of the covenants, agreements, conditions, or obligations herein contained shall not bar the Lessee's right to declare a forfeiture or to employ any other rights or remedies of the said Lessee in the event of any subsequent breach of any such or other covenants, agreements, conditions, or obligations.

19. CHANGE IN LEASE. The making, executions and delivery of this lease has not been induced by any representation, statement, warranties or agreements

other than those herein expressed. It is mutually agreed by and between the parties hereto that this agreement supercedes all other previous and/or other agreements bearing upon the above Premises, and it is further agreed that no changes to or in this lease shall be made without being in writing, signed by all of the parties hereto.

20. CONSTRUCTION. The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.

21. ALTERNATIVE DISPUTE RESOLUTION. 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 parties hereto further 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.

22. TIME IS OF THE ESSENCE. Time is of the essence in this agreement. The failure of either party to require the strict performance by the other 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.

23. SUCCESSORS IN INTEREST. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, personal representatives, successors and assigns of the parties hereto, and shall inure to their benefit.

24. CONFLICT OF INTEREST. 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 consultant 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.

25. PREPARATION OF AGREEMENT. This agreement was prepared by the Prescott City Attorney, Attorney for Lessee. Lessor acknowledges that the Prescott City Attorney has in no way represented or advised Lessor, and that Lessor has the option and right at all times hereof to obtain independent counsel of its own choosing in entering into this agreement.

DATED this ____ day of _____, 2008

LESSOR:

By: _____

Name: Darrell Willis, Fire Chief

Title: Emergency Services Director

LESSEE:

By: _____

Name: Dave Dicus

Title: Managing Member

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2008.

JACK WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH BURKE
City Clerk

GARY KIDD
City Attorney

COUNCIL AGENDA MEMO – 6/17/08 & 6/24/08

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DEPARTMENT: Utilities

AGENDA ITEM: Award of a contract to Duke's Root Control, Inc., in the amount of \$104,722.00, for the application of root control agents to the sanitary sewer system.

Approved By:

Date:

Department Head: Jim Ciaffoni *JC*

Finance Director: Mark Woodfill

City Manager: Steve Norwood *[Signature]*

06/08/08

Background:

Root growth into the City of Prescott wastewater collection system is a common, natural occurrence. The growth of this root intrusion into the system creates blockages and pipe fractures that cause periodic property damage and overflows.

The purpose of the project is to apply a root control agent to sanitary sewers in order to kill the root growth present in the mainlines and to inhibit re-growth, without producing above-ground damage to the vegetation producing the roots. This project would supply the root control agent and perform the foam application within the sewer mainlines.

A pilot program testing the performance of the root control product in a root-infested area of the City produced quality sewer service without any blockages for a period of at least 29 months. A similar test of standard equipment cleaning operations yielded a service level of 13 months without blockages. Duke's Root Control carries a 2-year warranty period for retreatment of any root intrusions that cause blockages.

Financial:

This project was advertised and bid according to the City's Procurement Code. One sealed bid was received and opened in public on May 15, 2008. Duke's Root Control, Inc. met all specifications and returned the bid with all required bid documentation. Funding in the amount of \$150,000 for FY 09 is budgeted in the Wastewater Fund.

Recommended Action: MOVE to direct staff to award a contract (Bid No. 08WCD0021) to Duke's Root Control, Inc., Syracuse, New York, in the amount of \$104,722.00 for the application of root control agents to the sewer collection system.

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COUNCIL AGENDA MEMO – 6/17/08 & 6/24/08	
DEPARTMENT: Utilities	
AGENDA ITEM: Award of a contract to Asphalt Paving and Supply, Inc., in the amount of \$317,510.70, for the Sundog Wastewater Treatment Plant Pavement Reconstruction Project.	

Approved By:		Date:
Department Head: Jim Ciaffoni <i>JC</i>		
Finance Director: Mark Woodfill		
City Manager: Steve Norwood <i>SNorwood</i>		06/08/08

Item Summary

This item is to approve a contract for removal and replacement of the pavement at the Sundog Wastewater Treatment Plant (see attached location map), to include new concrete surfaces associated with the solids handling facility and complete removal and disposal of sludge drying beds.

The existing pavement was placed in 1980 and is severely deteriorated. The broken asphalt areas also promote damage to underground pipe utilities. This project will remove and replace the existing 2" of asphalt and 4" of base gravel with a new 4" pavement section and 6" base course that will handle the heavy daily truck traffic.

The existing sludge drying beds to be removed were also installed in 1980 and no longer serve any purpose since the construction of the biosolids handling facility. The beds need to be removed to make room for future upgrades to the plant.

The base bid includes milling and screening the asphalt and delivering the millings to the Field Operations Department. Bid Alternate Number One is an option to delete the milling and sizing requirements and instead have the contractor remove the asphalt using conventional methods and haul the asphalt to an appropriate disposal area. After consideration of the bids, and in discussion with Field Operations personnel, staff recommends awarding the contract with Bid Alternate Number One.

The work is to be completed within 45 calendar days after the Notice to Proceed is issued.

Bid Results and Budget

Four bids were received on May 29, 2008:

		<u>Base Bid</u>	<u>w/ Bid Alt.</u>
Asphalt Paving and Supply,	Prescott, AZ	\$318,023.10	\$317,510.70*
Grady's Quality Excavating,	Prescott, AZ	\$348,791.90	\$348,988.15
Fann Contracting,	Prescott AZ	\$366,581.00	\$361,457.00
APH-X Paving,	Phoenix, AZ	\$403,409.55	\$401,936.40

*Bid Confirmation received

Agenda Item: Award of a contract to Asphalt Paving and Supply, Inc., in the amount of \$317,510.70, for the Sundog Wastewater Treatment Plant Pavement Reconstruction Project.

The Engineer's estimate is \$529,117.00. Funds are available in the amount of \$775,000 in the tentative budget for FY09 in account 13-92003, Sundog Plant Paving (\$700,000), and account 13-92019, Dewatering Bed Removals (\$75,000).

Attachments - Location Maps

Recommended Action: MOVE to direct staff to award a contract with Bid Alternate Number One to Asphalt Paving and Supply, Inc., in the amount of \$317,510.70, for the Sundog Wastewater Treatment Plant Pavement Reconstruction Project.

HWY 89

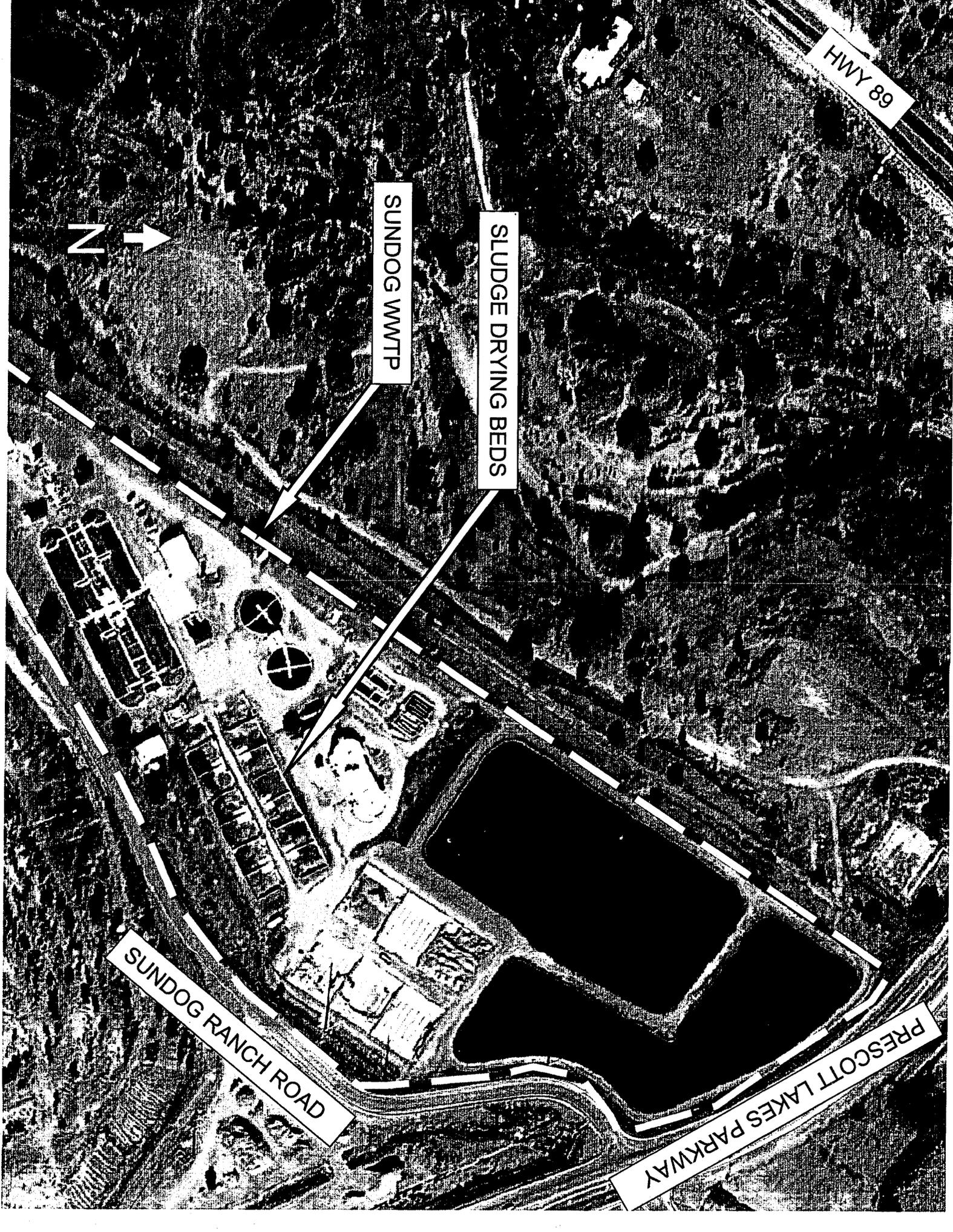


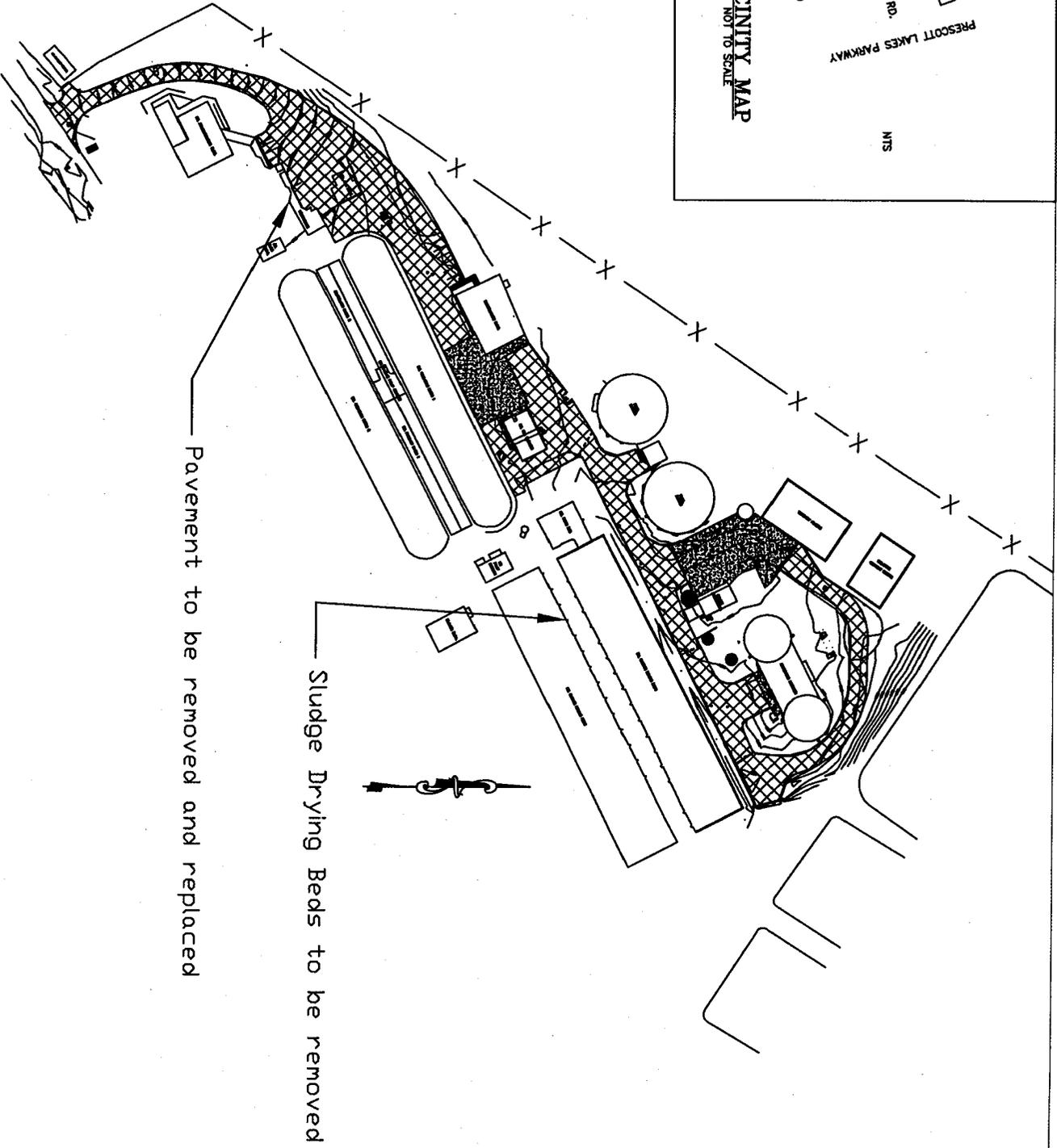
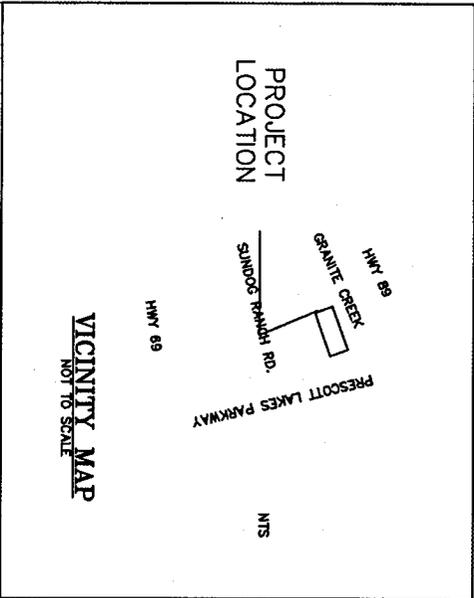
SUNDOG WWTP

SLUDGE DRYING BEDS

SUNDOG RANCH ROAD

PRESCOTT LAKES PARKWAY





Sundog Wastewater Treatment Plant Pavement
Reconstruction Project and Sludge Drying Bed Removal

COUNCIL AGENDA MEMO – 6/17/08 & 6/24/08

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DEPARTMENT: Utilities

AGENDA ITEM: Approval of Utility Agreement No. 3082-08-COPR with the Arizona Department of Transportation, in the amount of \$573,751.18, to increase the size of the 12" Chino Transmission Main to 18" from Center Street to Road 4 South in conjunction with SR89 improvements and relocation of the main.

Approved By:

Date:

Department Head: Jim Ciaffoni	
Finance Director: Mark Woodfill	
City Manager: Steven P. Norwood <i>[Signature]</i>	06/12/08

Item Summary

This item is to approve a Utility Agreement with the Arizona Department of Transportation (ADOT) to relocate and increase the size of an existing City of Prescott (COP) 12" water transmission main located within SR89 in Chino Valley from Center Street to Road 4 South.

Background

The City operates and maintains three water transmission mains from its well field within the corporate limits of Chino Valley to our main storage and distribution system in Prescott. One of these mains is a 12" that also serves several customers and subdivisions located along SR89 in Chino Valley from Center Street southward to Road 4 South. The Arizona Department of Transportation (ADOT) has a project to widen this particular portion of the highway from two to four lanes. This widening would place the City's main under the new pavement section, a situation which is not allowed by ADOT.

Studies conducted by Carollo Engineers and City staff have determined that this transmission main should be increased in size to 18". Normally all costs associated with the design and construction for such a relocation and size increase would be borne by the utility owner, unless it could be proven that the utility was in place prior to any highway right-of-way. City staff was able to locate supporting documentation establishing this prior right, which was accepted by ADOT. Consequently, the City will have no costs associated with the relocation. However, the City is responsible for the difference in cost between a 12" and 18" transmission main ("betterment" cost).

Agreement Provisions

A summary of the key aspects of the Agreement is as follows:

- 1) ADOT will cause the work to be done in accordance with plans and specifications approved by COP using the Construction Manager at Risk procurement method,

Agenda Item: Approval of Utility Agreement No. 3082-08-COPR with the Arizona Department of Transportation, in the amount of \$573,751.18, to increase the size of the 12" Chino Transmission Main to 18" from Center Street to Road 4 South in conjunction with SR89 improvements and relocation of the main.

- 2) City of Prescott will be the sole owner of the relocated transmission main,
- 3) City of Prescott will relinquish rights to the easement in the prior location,
- 4) If ADOT should require relocation again in the future, ADOT will pay for relocation of that portion that formerly had prior rights (12" main), and COP will have to bear the remaining cost,
- 5) In the event conditions or circumstances require a change in Scope of Work under the construction contract, ADOT and COP shall agree in writing to the change and to an adjustment, if any, to the contract price,
- 6) City of Prescott shall attach payment of \$573,751.18 when returning the Agreement to ADOT for final execution,
- 7) Since the construction contract is a unit-price agreement, ADOT will determine the final cost following completion of the project, then refund the amount of overpayment or invoice COP for any additional amounts due.

The entire Agreement (35 pages including 22 pages of exhibits) has been forwarded to the Legal Department for review, and is available to Council upon request.

Schedule

ADOT will be taking the complete Construction Manager at Risk contract for the SR89 widening project, including this Utility Agreement with the City, to the State Transportation Board on June 20th, 2008. Construction is scheduled to begin mid-July.

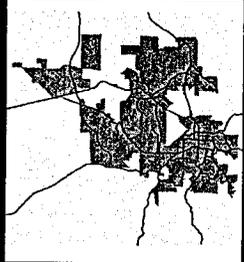
Budget

The "guaranteed maximum construction cost" of the betterment is \$498,914.07 and ADOT's construction engineering, inspection, and administration cost is \$74,837.11 (15%), for an estimated total City cost of \$573,751.18.

Within the current FY08 Budget, \$1,532,000 is allocated for this project in the Water Fund, account # 2-90501, 12" Chino Transmission Main Relocation. Of this amount, \$600,000 has been carried over in this same account in the Tentative FY09 Budget.

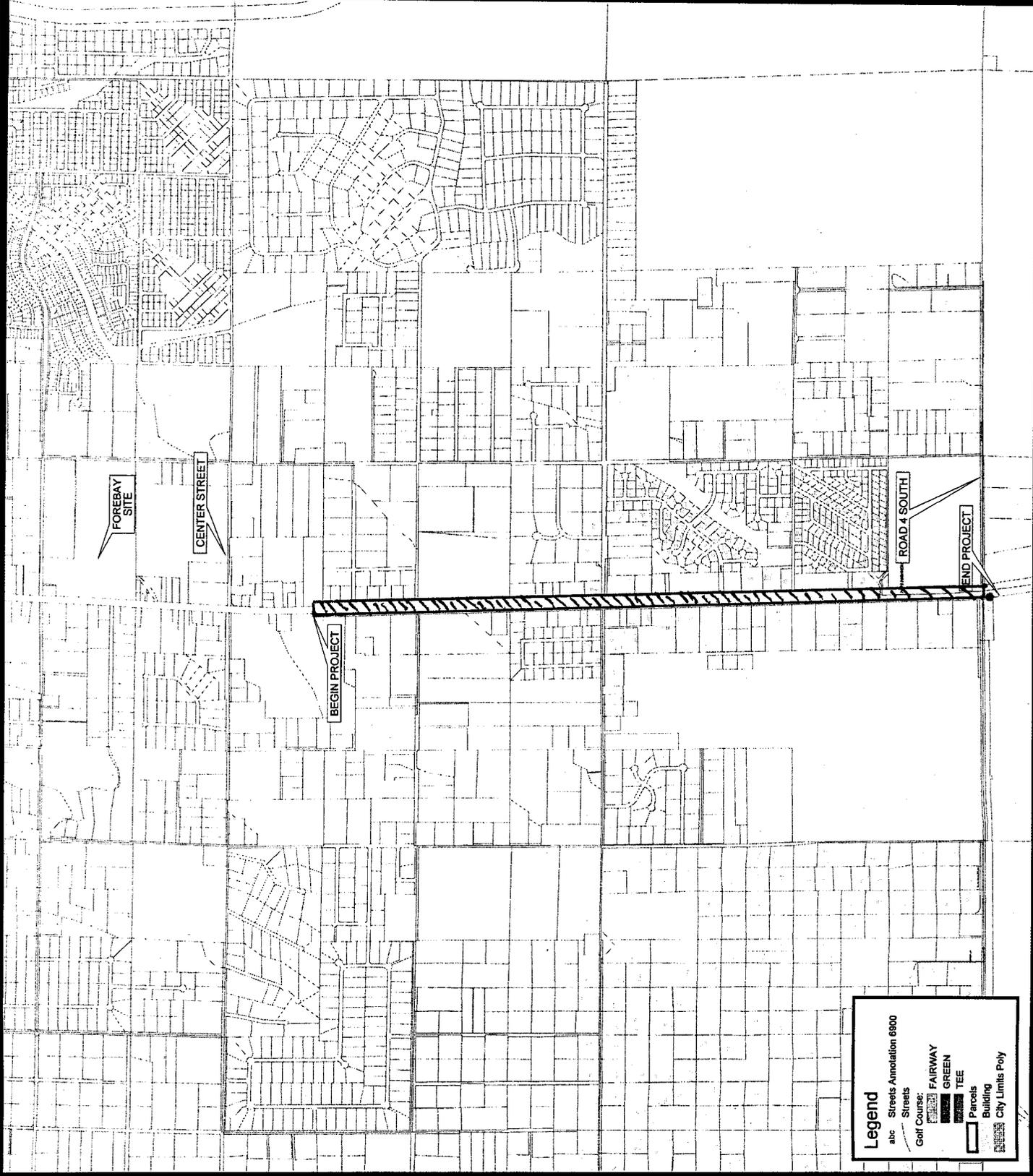
Attachments: Location map.

Recommended Action: **MOVE** to approve Utility Agreement No. 3082-08-COPR with the Arizona Department of Transportation, in the amount of \$573,751.18, to increase the size of the 12" Chino Transmission Main to 18" from Center Street to Road 4 South in conjunction with SR89 improvements and relocation of the main.



LOCATION MAP
 SR 89 HIGHWAY WIDENING
 AND UPGRADE
 12" WATERLINE RELOCATION

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



Legend

- abc Streets Association 6900
- Stretches
- Golf Course:
 - FAIRWAY
 - GREEN
 - TEE
- Parcels
- Building
- City Limits Poly

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

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COUNCIL AGENDA MEMO – June 17, 2008	
DEPARTMENT: Transportation Engineering Services	
AGENDA ITEM: Award of bid for the Annual Striping and Pavement Marking Project to Traffic Safety Inc., in the amount of \$130,995.92	

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>06/09/08</i>

Item Summary

This item is to award a bid and contract for the City's annual striping and pavement marking project.

Background

This project provides for the annual maintenance of the City's striping and pavement markings. The project includes two work phases. Phase one includes the re-striping of the central business district prior to the July 4th holiday activities. Phase two includes all other striping city wide and will be completed as needed prior to the end of fiscal year 2009.

Bid Results

On May 22, 2008, the City of Prescott received one bid in the amount of \$130,995.92. The bid was subsequently evaluated and determined to be satisfactory and submitted by a qualified bidder. This bid was submitted by Traffic Safety, Inc. of Prescott Valley.

Project Schedule

Pending bid award and execution of the contract, staff expects to issue a Notice to Proceed to Traffic Safety, Inc. June, 2008. This contract will expire on June 30th 2009.

Budget

The project has been budgeted in Fiscal Year 2009. Funding for this project is available in Account No. 66-88600 from the One Cent Sales Tax for Streets and Open Space.

Recommended Action: MOVE to award a contract, in the amount of \$130,995.92 to Traffic Safety, Inc., Prescott Valley, for the Annual Striping and Pavement Marking Project.
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COUNCIL AGENDA MEMO – June 17, 2008	
DEPARTMENT: Transportation Engineering Services	
AGENDA ITEM: Adoption of Ordinance No. 4657-0859 to abandon portions of Adams Avenue and Kile Street.	

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>06/10/08</i>

Item Summary

This item is to abandon portions of Adams Avenue (28,930.9 SF) and Kile Street (20,709.8 SF) on the south side of Iron Springs Road as shown on the attached map.

Background

On November 22, 2005, the City entered into an Agreement with Kile Street Enterprises, L.L.C., (LLC) to acquire right-of-way for the Iron Springs Road Improvement Project. The Agreement recites the obligations of the parties to facilitate the project improvements including the abandonment of portions of Adams Avenue and Kile Street to be accomplished after annexation of the LLC property into the City. On February 12, 2008, City Council approved Ordinance No. 4641-0844 annexing the LLC property.

The abandonment will not impact access or connectivity in the area as Meadowridge Road was extended through former LLC property to Adams Avenue from its intersection with Iron Springs Road.

The City reserves a Public Utilities Easement for existing utilities and improvements constructed as part of the Iron Springs Road Project on Kile Street and Adams Avenue. An Ingress-Egress Easement is reserved on Adams Avenue.

No payment will be made to the City for this abandonment as consideration of the value of abandoned area and acquired rights-of-way was included in the Agreement described above.

This action will fulfill the City's obligation per the terms of the Agreement.

- Attachments**
- Area Map
 - Exhibit "A" Map and Legal of Adams Avenue
 - Exhibit "B" Map and Legal of Kile Street

Recommended Action: MOVE to adopt Ordinance No. 4657-0859.

ORDINANCE NO. 4657-0859

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ABANDONING PORTIONS OF ADAMS AVENUE AND KILE STREET LOCATED SOUTH OF IRON SPRINGS ROAD NEAR THE INTERSECTION OF MEADOW RIDGE ROAD, RETAINING ANY NECESSARY PUBLIC UTILITY EASEMENTS, AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SUCH ABANDONMENT

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that portions of City Rights-of-Way, Adams Avenue and Kile Street, more particular described in Exhibits "A" and "B", attached hereto and made a part hereof, are not needed, nor likely to be needed within a reasonable future time by the City; and

WHEREAS, the City Council of the City of Prescott wishes to abandon portions of certain Rights-of-Way, Adams Avenue and Kile Street as described on Exhibits "A" and "B"; and

WHEREAS, consideration for the abandoned Rights-of-Way was included in the City of Prescott/Kile Street Enterprises L.L.C. agreement dated November 22, 2005, which outlined certain obligations for both parties to facilitate the improvements of Iron Springs Road including the aforesaid abandonments to be accomplished after annexation of the LLC property into the City; and

WHEREAS, on February 12, 2008, Prescott City Council approved Ordinance No. 4641-0844 annexing the LLC property; and

WHEREAS, this abandonment is in compliance with ARS Section 28-7201 et seq.

ENACTMENTS:

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

SECTION 1. THAT certain municipal Rights-of-Way as set forth in Exhibits "A" and "B", which include portions of Adams Avenue, consisting of 20,709.8 square feet and Kile Street consisting of 28,930.9 square feet; recorded at Book 3 of Maps and Plats Page 25, records of the Yavapai County Recorder, are no longer necessary for public use and the same are hereby vacated and abandoned.

SECTION 2. THAT title to that property set forth in Exhibits "A" and "B" shall vest in the owner of the adjacent property, Kile Street Enterprises L.L.C., located at 1475 Kile Street, which is made a part of this action.

SECTION 3. Consideration for the abandoned right-of-ways was included in the City of Prescott/Kile Street Enterprises L.L.C. Agreement dated November 22, 2005.

SECTION 4. That the City of Prescott hereby reserves a Public Utilities Easement for existing utilities and improvements constructed as a part of the Iron Spring Road project on Kile Street and Adams Avenue. Also, the City reserves an ingress-egress easement on Adams Avenue.

SECTION 5. THAT the Mayor and staff are hereby authorized to execute a Quit-Claim Deed and any other instruments in order to carry out the conveyances as set forth herein.

SECTION 6. That pursuant to ARS Section 33-404, the following disclosure is made:

The beneficiary of this abandonment is:

Kile Street Enterprises L.L.C.
1475 Kile Street
Prescott, AZ 86305

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 24th day of June, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

Exhibit "A"

ABANDONMENT OF A PORTION OF ADAMS AVENUE 1 OF 2

A portion of the Northwest Quarter of Section 29, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing from the Northeast corner of Lot 1, Block 1, FORBING PARK, according to the plat of record, recorded in Book 3 of Maps and Plats Page 25, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona;

Thence N 24°55'50" E, (Recorded as N 24°38' East), 73.89 feet, along the prolongation of the West right of way of Swenson Street to a point on the Northerly right of way of Adams Avenue;

Thence Southeasterly along the North right of way of Adams Avenue on a non-tangent curve to the left, having a chord bearing of S 78°22'46" E, a chord length of 163.41 feet, a central angle of 08°23'29", and a radius of 1116.20 feet;

Thence S 82°33'01" E, 36.62 feet, along the North right of way of Adams Avenue, to the Southerly right of way line of the Atchison, Topeka and Santa Fe Railway;

Thence S 82°46'29" E, 69.18 feet, along the North right of way of Adams Avenue, to a point that intersects the new Southerly right of way of Iron Springs Road, as established in Exhibit 'B', of this agreement package with the City of Prescott;

Thence Southeasterly along said Southerly new right of way of Iron Springs Road, on a non-tangent curve to the left, having a chord bearing of S 39°58'14" E, a chord of 89.51 feet, a central angle of 06°45'33", and a radius of 759.20 feet, to the Southerly right of way of Adams Avenue;

Thence Northwesterly along said right of way of Adams Avenue on a non-tangent curve to the left, having a chord bearing of N 88°56'56" W, chord length of 13.07 feet, a central angle of 11°38'01", and a radius of 64.48 feet;

Thence S 85°13'58" W, 45.50 feet, along said right of way of Adams Avenue;

Thence Northwesterly along said right of way of Adams Avenue on tangent curve to the right, having a chord bearing of N 82°44'47" W, chord length of 212.63 feet, a central angle 24°02'29", and a radius of 510.48';

Thence N 70°43'32" W, 26.89 feet, along the said right of way of Adams Avenue to the intersection of the East right of way of Swenson Street;

Thence N 24°55'50" E, 51.65 feet, along the prolongation of the said East right of way of Swenson Street, to the intersection of the prolongation of the newly established right of way of Meadow Ridge Road;

Thence N 60°16'26" W, 60.29 feet, along said prolongation of Meadow Ridge Road right of way to a point on the right of way of Adams Avenue;

Thence N 24°55'50" E, 6.67 feet, along the said right of way of Adams Avenue to the Point of Beginning.

Containing 20,709.8 square feet more or less.

Reserving a Public Utilities Easement for existing utilities, Ingress-Egress Easement and improvements constructed as part of the Iron Springs Road Project.



ABANDONMENT OF A PORTION ADAMS AVENUE

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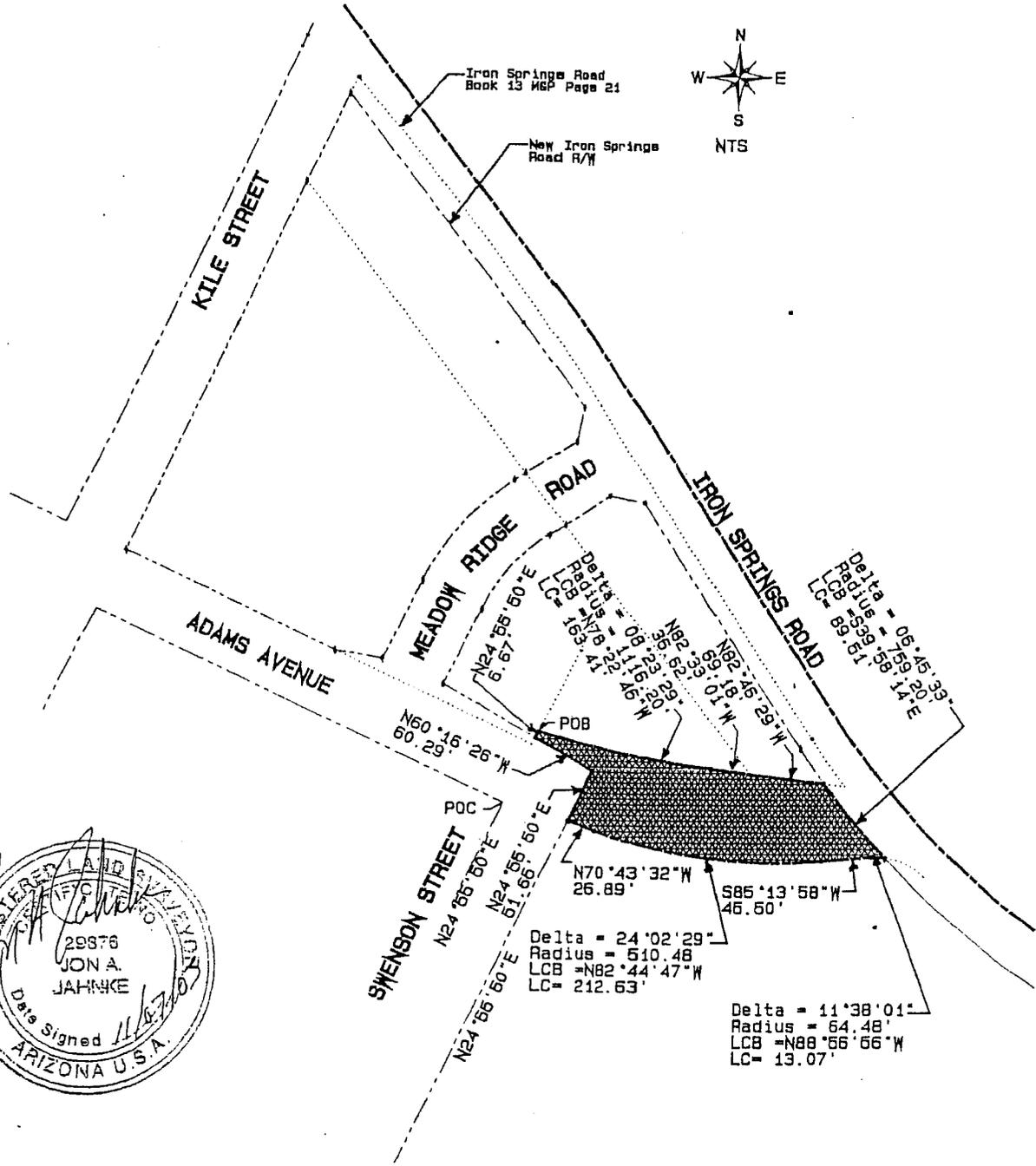


Exhibit "B"

ABANDONMENT OF A PORTION OF KILE STREET 1 OF 2

A portion of the Northwest Quarter of Section 29, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Beginning from the Southeast corner of Lot 1, Block 5, FORBING PARK AMENDED PLAT, according to the plat of record, recorded in Book 4 of Maps and Plats Page 8, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona;

Thence N 24°50'30" E, (Recorded as N 24°38' East), 497.51 feet, along the West right of way of Kile Street to a point that intersects the new Southerly right of way of Iron Springs Road, as established in Exhibit 'C', of this agreement package with the City of Prescott;

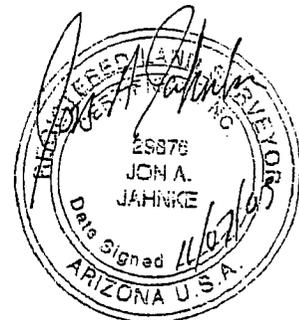
Thence S 37°59'09"E, 67.44 feet along said new Southerly right of way of Iron Springs Road, to the intersection of the East right of way of Kile Street;

Thence S 24°50'30" W, 466.90 feet, along the said East right of way of Kile Street to the North right of way of Adams Street;

Thence N 64°58'18" W, 60.00 feet, to the Point of Beginning.

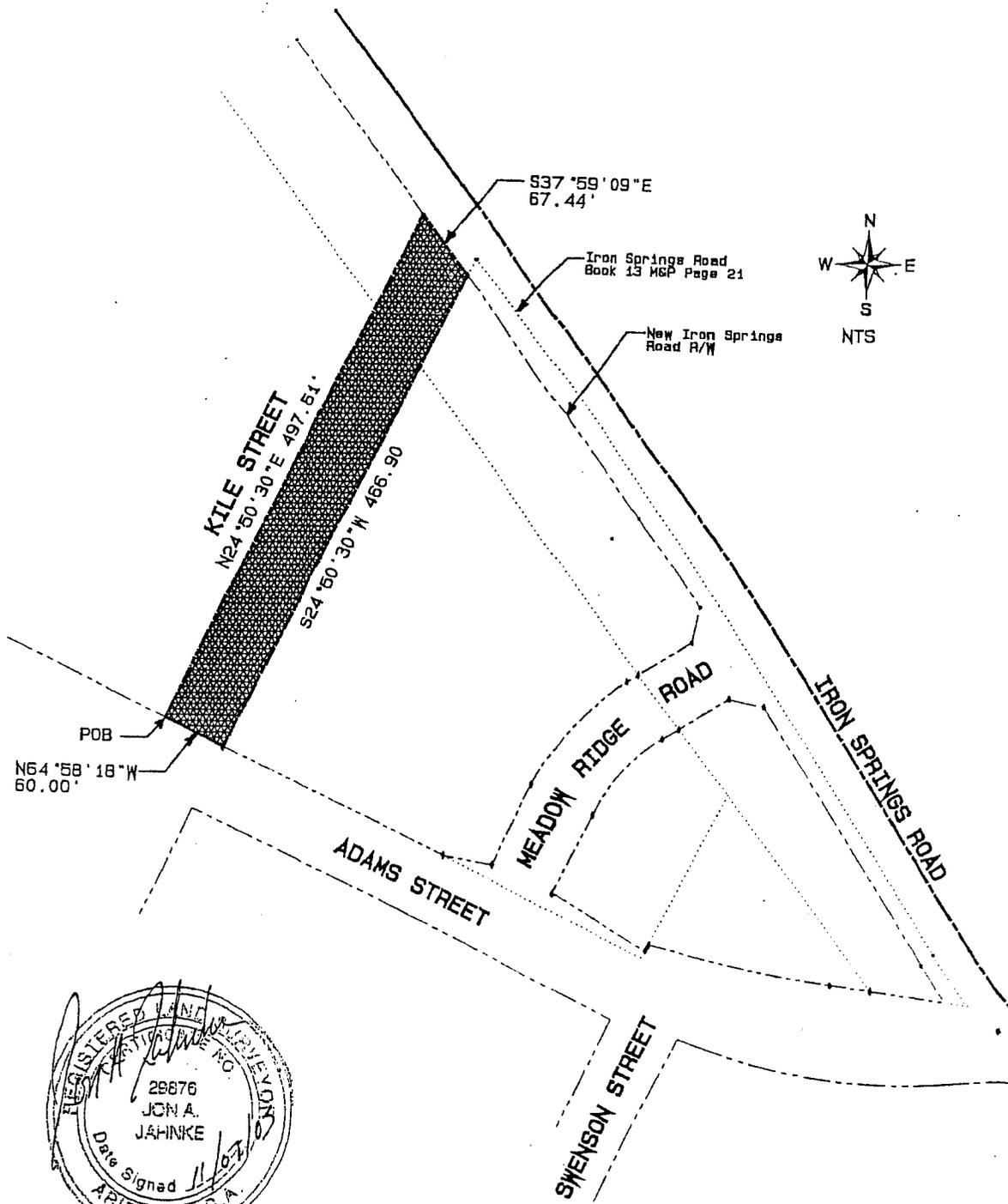
Containing 28,930.9 square feet more or less.

Reserving a Public Utilities Easement for existing utilities and improvements constructed as part of the Iron Springs Road Project.



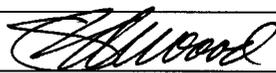
ABANDONMENT OF A PORTION OF KILE STREET

2 OF 2



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COUNCIL AGENDA MEMO – June 17, 2008	
DEPARTMENT: Transportation Engineering Services	
AGENDA ITEM: Adoption of Ordinance No. 4656-0858 authorizing purchase and acceptance of public rights-of-way, drainage easements, slope easements, and temporary construction easements from various owners for the Williamson Valley Road Improvement Project	

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	06/10/08

Item Summary

Approval of this ordinance would acquire various rights-of-way, drainage easements, slope easements, and temporary construction easements necessary for the Williamson Valley Road Improvement Project. Exhibit "A" (attached) provides a summary of the acquisitions, involving seven (7) parcels of real property. Upon adoption of the ordinance and associated closings, 7 of 35 parcels will have been acquired. 4 of 13 temporary construction easements have been executed by property owners along the roadway.

Background

Reconstruction of Williamson Valley Road was identified in the Ten-Year Street Improvement Program of July 1995. Project design was completed September 14, 2007.

Exhibit "A" identifies property owners, addresses, assessors parcel numbers, areas and types of acquisitions, compensation (including where applicable real property improvements and severance), and other terms and conditions for each acquisition. The agreement amounts are based on appraisal or competitive market data provided by Michael Wolf Real Estate Appraisal Services, State Certified Appraiser, the appraisal firm retained by the City for this project. Copies of the actual agreements are available in the City Clerks Office; compensation worksheets are on file at the Transportation Engineering Services office.

Budget

Right-of-way acquisition for the Williamson Valley Road Project was identified in the FY 08 Budget (Account No. 66-88614; source – One Cent Sales Tax for Streets and Open Space). The total amount required for the acquisitions listed on Exhibit "A" is \$117,015.00 plus closing costs estimated between \$200 and \$1000 for each of the seven (7) closings. The actual closing costs will determine the final amount for each transaction.

Attachments - Exhibit "A" summary of acquisitions
 - Ordinance No. 4656-0858

Recommended Action: MOVE to adopt Ordinance No. 4654-0858.

ORDINANCE NO. 4656-0858

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF REAL PROPERTIES, EASEMENTS AND IMPROVEMENTS FROM DONALD A. GUZZO, NICHOLAS AND LORRAINE GUZZO, DONALD AND JOAN GUZZO NICHOLAS AND LORRAINE GUZZO JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, MICHAEL S. DREW, RUTKOWSKI FAMILY TRUST, DALE AND VANESSA COFFMAN, ROBERT AND MICHELE FLORI FOR THE WIDENING OF WILLIAMSON VALLEY ROAD, AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASES

RECITALS:

WHEREAS, the City Council has determined that certain real properties, easements and improvements are needed by the City for the widening of Williamson Valley Road: and

WHEREAS, the proposed purchase prices of the following described properties, easements and improvements are deemed to be fair and equitable.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the offer to purchase those certain easements more particularly described in that certain Agreement for Sale of Real Property and easements dated April 15, 2008 from Donald A. Guzzo, pursuant to the terms and conditions as set forth therein, for the purchase price of \$12,740.00 plus closing costs.

SECTION 2. THAT the City Council hereby accepts the offer to purchase those certain easements more particularly described in that certain Agreement for Sale of Real Property dated April 15, 2008 from Nicholas and Lorraine Guzzo, pursuant to the terms and conditions as set forth therein, for the purchase price of \$3,325.00 plus closing costs.

SECTION 3. THAT the City Council hereby accepts the offer to purchase those certain easements more particularly described in that certain Agreement for Sale of Real Property dated April 15, 2008 from Donald and Joan Guzzo, Nicholas and Lorraine Guzzo Joint Tenants with Rights of Survivorship, pursuant to the terms and conditions as set forth therein, for the purchase price of \$29,900.00 plus closing costs.

SECTION 4. THAT the City Council hereby accepts the offer to purchase those certain easements more particularly described in that certain Agreement for Sale of Real Property and easements dated April 15, 2008 from Michael S. Drew, pursuant to the terms and conditions as set forth therein, for the purchase price of \$33,300.00 plus closing costs.

SECTION 5. THAT the City Council hereby accepts the offer to purchase those certain easements more particularly described in that certain Agreement for Sale of Real Property and easements dated May 14, 2008 from Rutkowski Family Trust, pursuant to the terms and conditions as set forth therein, for the purchase price of \$5,550.00 plus closing costs.

SECTION 6. THAT the City Council hereby accepts the offer to purchase those certain easements more particularly described in that certain Agreement for Sale of Real Property and easements dated May 15, 2008 from Dale and Vanessa Coffman, pursuant to the terms and conditions as set forth therein, for the purchase price of \$22,100.00 plus closing costs.

SECTION 7. THAT the City Council hereby accepts the offer to purchase those certain easements more particularly described in that certain Agreement for Sale of Real Property and easements dated May 15, 2008 from Robert and Michele Flori, pursuant to the terms and conditions as set forth therein, for the purchase price of \$10,100.00 plus closing costs.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 24th day of June, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

**Williamson Valley Road Rights-of-Way
Acquisition Summary
June 3, 2008**

Owner Name Property Address Assessor Parcel No Acquisition ROW / Easements Compensation Other Terms and Conditions

Guzzo Donald A.	2325 Williamson Valley Rd Prescott, AZ. 86305	115-01-014C	RAW= 1215.6 SF DRN Esmt= 270.0 SF TCE= 855.1 SF	\$12,740.00	Includes loss of landscaping
Guzzo Nicholas & Lorraine	2121 Williamson Valley Rd Prescott, AZ. 86305	116-03-007Q	RAW= 989.6 SF	\$3,325.00	Includes loss of landscaping
Guzzo Donald & Joan	2225 Williamson Valley Rd Prescott, AZ. 86305	115-01-014H	RAW= 6,017.0 SF	\$29,900.00	Includes loss of landscaping
Guzzo Nicholas & Lorraine	Joint Tenants with Rights of Survivorship				
Drew, Michael S.	2217 Williamson Valley Rd Prescott, AZ. 86305	115-01-014G	RAW= 7,258.0SF Drn Esmt= 44.2 SF	\$33,300.00	Includes loss of landscaping
Rutkowski Family Trust	2038 Williamson Valley Rd Prescott, Az. 86305	116-03-008B	RAW = 1620.6 SF TCE = 997.6 SF	\$5,550.00	Includes loss of landscaping
Coffman Dale & Vanessa	2006 Williamson Valley Rd Prescott, Az. 86305	116-03-007F	RAW = 2345.5 SF TCE = 130.5 SF	\$22,100.00	Includes loss of landscaping
Flori Robert & Michele	2042 Williamson Valley Rd Prescott, Az. 86305	116-03-007L	RAW = 1555.6 SF TCE = 107.8 SF	\$10,100.00	Includes loss of landscaping

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

COUNCIL AGENDA MEMO – June 17, 2008

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DEPARTMENT: ADMINISTRATIVE SERVICES

AGENDA ITEM: APPROVE CONTRACT FOR GRANITE STREET PARKING GARAGE SECURITY SERVICES

Approved By:

Date:

Department Head: Michael Fenech

Finance Director:

City Manager: Steven Norwood



06/11/08

BACKGROUND:

In order to promote safety and protect property at the Granite Street Parking Garage, the City has been utilizing unarmed security guards in the evening hours. These services have been successful in reducing vandalism and graffiti as well as providing a safer environment for Whiskey Row patrons and business owners using the parking facility.

AT Systems Security, a local vendor has been successfully providing security services for the Granite Street Parking Garage for the past three (3) years. They have also recently been awarded the State of Arizona contract for security services and have extended State pricing to the City of Prescott for unarmed security guards. This flat hourly rate of \$14.86 applies to all hours whether overtime or holiday.

The agreement includes calling for AT Security to provide a means (cell phone or dispatch) to be contacted for the purpose of escorting a citizen from the periphery of the parking garage to their vehicle.

Given AT Systems Security's past performance, staff would like to piggyback off the State contract and award security services to AT Systems Security.

FINANCIAL:

The Granite Street Parking Garage has budgeted \$43,800 in fiscal 2009 for Security services. The anticipated schedules are 7-hours/day from May through August, 8-hours/day for March & April, and September & October, and 9-hours/day from November through February. This computes to \$43,347 and leaves a contingency of \$453 or about 30 hours for unforeseen incidents, events, or special needs.

This agreement with AT Security Systems calls for a 3-year term with an option for 2-more three year terms. It allows the City to exit the contract with either 10 days written notice with or without cause, and/or if the budget appropriation for this expense is denied by Council. This agreement also requires AT Security Systems to carry one million dollars of liability insurance and Workers Compensation as required by A.R.S. 23-901.

Recommended Action: Approve attached contract to AT Systems Security for Granite Street Parking Garage Security Services.

SERVICE AGREEMENT

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

WHEREAS the State of Arizona has solicited proposals for said services which solicitation comports with the City Charter and City Code; and

WHEREAS AT Systems Security, Inc., (hereinafter referred to as "Contractor") has expertise in providing security services and has submitted the most qualified proposal to the State.

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 Contractor shall provide those services to the City on an as-needed basis and as requested by the Director of Administrative Services, hereinafter referred to as the Project Director or his designee.

2. In addition to those services identified in the attached Exhibit "A", the Contractor shall also perform all subordinate tasks not specifically referenced in Exhibit "A", but necessary to the full and effective performance of the tasks specifically referenced. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control.

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

4. (A) The initial term of this agreement shall be from July 1, 2008 through June 30, 2011. This agreement shall be automatically renewed for two (2) additional terms if the agreement has not been earlier terminated by either party by written notice of termination.

(B) The parties may, by mutual consent, extend this contract under the same terms and conditions as contained herein.

(C) Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. It may also be terminated by the City in the event that funding for the City's payments hereunder is dependent on grants or other commitments of funds from another governmental agency and those funds are terminated or substantially reduced for any reason. If this Agreement is terminated, the Contractor shall be paid for services performed to the date of Contractor's receipt of such termination notice.

5. 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 contractor 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.

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

City of Prescott
Director of Administrative Services
PO Box 2059
Prescott, AZ 86302

With copies to:

City of Prescott
Purchasing Manager
PO Box 2059
Prescott, AZ 86302

Contractor:

Jeff Mathis
Garda Security Services
1060 Sandretto Drive
Suite B
Prescott, AZ 86305

7. It is expressly agreed and understood by and between the parties that Contractor is an independent contractor, and as such Contractor 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, Contractor 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, Contractor 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 workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

8. This Agreement is non-assignable by the Contractor.

9. (A) The City shall pay to Contractor the sum of \$14.86 per man-hour for the complete performance of all services specified in Sections 1, 2 and 3 of this Agreement.

(B) The Contractor shall bill the City and the City shall pay such billings within thirty (30) days of the date of their receipt.

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

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

12. This Agreement and Exhibit "A" represent the entire and integrated Agreement between the City and the Contractor and supersede 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 Contractor. 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.

13. 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 provisions, 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.

14. The Contractor 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 Contractor's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Contractor 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 Contractor has or may have against the City, its agents or employees, arising out of or in any way connected with the Contractor's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

15. 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 modifications shall be introduced in any proceeding.

16. (A) The Contractor 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 limits not less than \$1,000,000.00. Liability insurance shall provide the following coverages:

a) Comprehensive General Liability

(B) All insurance and bonds 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.

(C) Prior to commencing work under this Agreement, the Contractor shall provide the City with evidence that he/she is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. 23-901 et seq., or that he/she employs no persons subject to the requirement for such coverage.

17. The Contractor, 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 subcontractors, including procurement of materials and leases of equipment. The Contractor 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, and Executive Order 99-4.

18. 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 Contractor further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this Agreement. The parties hereto further 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. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

DATED this _____ day of June, 2008.

Department Head

ATTEST:

ELIZABETH BURKE
City Clerk

APPROVED AS TO FORM:

GARY D. KIDD
City Attorney

CONTRACTOR

By: _____

EXHIBIT 'A'

SCOPE: The work included in this project comprises the furnishing of all labor, material and equipment required to provide guard and security services at the Garage on Granite parking garage in downtown Prescott.

Contractor Responsibilities:

1. Provide one (1) trained security person to work seven (7) hours daily May through August, eight (8) hours daily in March, April September and October, and nine (9) hours daily from November through February. Hours of assignment may be modified upon direction from the City's Project Manager.
2. All security personnel assigned to the parking garage shall, upon observing an individual who appears to be under the influence of intoxicating substances, attempt to make an offer to that individual to call a taxi or other individual to drive that person, making it clear that the cost of that ride would be borne by that person. In the event that the offer is declined, or that person attempts to enter his/her vehicle and drive, the assigned security personnel shall immediately contact the Prescott Police Department Dispatch at 445-3131.
3. Provide means (via Dispatch or cell phone) to enable Downtown business owners to request escort to their vehicles located within the Garage on Granite parking facility.

City Responsibilities:

1. Provide electric golf cart for security guard use in the performance of this agreement.

COUNCIL AGENDA MEMO – June 17, 2008

DEPARTMENT: City Manager

SUBJECT: Policy for extending City service into unsewered developed areas

Approved By:

Date:

Deputy City Manager: Craig V. McConnell

Craig V. McConnell

6-11-08

City Manager: Steve Norwood

Steve Norwood

6/11/08

Purpose

Following Council identification of policy formulation for extending sewer service into existing platted/developed areas which are on City water but rely upon septic or other private systems for wastewater treatment and disposal as a top 2008 priority, workshops were held on January 29, February 26, March 25, April 29, June 3, and June 10, 2008.

With the benefit of public dialogue on the issue, the attached resolution with three policy options for sewer retrofit projects consisting of combinations of financing mechanisms and connection criteria has been developed. As an alternative to adopting the resolution and moving toward implementing projects to install sewers in the areas which have been discussed, the Council may wish to defer such action while continuing to monitor conditions in these neighborhoods and water quality in the creeks and lakes within the City.

Background

In response to requests by property owners, retrofitting sewer systems via improvement districts has been considered in recent years for several areas. However, in each case majority support of those who would benefit from and be assessed for the cost of the public system was not achieved. Subsequently, the Sewer Model completed by Carollo Engineers in 2007 included new mapping of all unsewered areas and cost estimates for installing systems.

The Sewer Fund (Fund 13) is supported by revenue from its 16,800 existing, rate-paying customers, hence, any scenario for "Sewer Fund participation" in the cost of extending service into unsewered areas will directly impact the rates of these existing customers. The tentative FY 09-14 Capital Improvement Program (CIP) includes bonding of \$8.4 million for construction projects to sewer the North Prescott (annexed 1973), Antelope Hills (1957), White Oak Circle and White Cloud Lane areas (1974), with debt service supported by sewer impact fees payable at the time of connection to the system. Financing for the sewer retrofit projects is available to the City from the Water Infrastructure Finance Authority of Arizona (WIFA) at favorable, subsidized rates.

The roles of the Arizona Department of Environmental Quality (ADEQ) and Yavapai County Environmental Services Department with respect to septic systems and public

Agenda Item: Policy for extending City service into unsewered developed areas

health were addressed in the June 3rd and June 10th workshops. Through a delegation agreement, ADEQ has granted Yavapai County authority over septic systems.

Workshop materials, including updated Frequently Asked Questions (FAQs) pertaining to unsewered areas, are available on the City website for public reference.

Policy Options

Attached are three combinations of financing mechanisms and connection criteria:

Policy Option 1	Financing: Improvement District Connection: Mandatory when sewer available to property
Policy Option 2	Financing: Reimbursement District Connection: Nonmandatory (except for failed systems)
Policy Option 3	Financing: Wastewater (Sewer) Fund – no district Connection: Mandatory within 10 years of sewer availability

As mentioned in the workshops and these materials, more combinations are possible. Additionally, Policy Options 1 and 2 contain a blank where a contribution to the projects from the Wastewater (Sewer) Fund could be made, in recognition of the general benefit to water quality in Watson and Willow Lakes and their tributary watersheds which would be expected to accrue.

Finally, as discussed at length in the public workshops, definitive information regarding both the Citywide extent of failed private wastewater treatment and disposal systems and quantifiable improvement in water quality within the lakes and watersheds which might be achieved from sewer retrofit projects, does not presently, and may never exist. Also unknown is whether in the future state or federal agencies will require that the quality of these waterbodies be improved, on what basis, and to what degree. In the meantime and until the "problem" may be better defined, the City will continue to apply best practices to development, code enforcement, and operation of our utilities.

- Attachments**
- Council Policy Resolution
 - Policy Options 1, 2, 3 for Sewer Retrofit Projects

Recommended Action:

1. Adopt Resolution No. _____ to include Policy Option _____.
- OR
2. Do not proceed with the sewer retrofit projects, and continue to monitor conditions in unsewered areas and water quality in the creeks and lakes of the City in cooperation with the Yavapai County Environmental Services Department and Arizona Department of Environmental Quality.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ADOPTING A POLICY FOR EXTENDING MUNICIPAL SEWER SERVICE INTO CERTAIN DEVELOPED AREAS OF THE CITY WHICH ARE SERVED BY CITY WATER BUT RELY UPON PRIVATE ON-LOT SYSTEMS FOR WASTEWATER TREATMENT AND DISPOSAL

RECITALS:

WHEREAS, in January 2008 the Mayor and Council of the City of Prescott identified the formulation of policy to address extension of municipal sewer service into developed areas of the City which are served by City water but rely upon private on-lot septic or other systems for wastewater treatment and disposal as a top priority for 2008; and

WHEREAS, municipal sewer service benefits the public health, safety, and welfare by providing sanitary collection and treatment of wastewater; and

WHEREAS, the reclamation and aquifer recharge of treated wastewater contribute to more efficient use of water in semi-arid north central Arizona, and reinforce accomplishment of City water management goals; and

WHEREAS, the water quality of Watson and Willow Lakes will benefit from a reduction of malfunctioning on-lot wastewater treatment and disposal systems located in tributary watersheds when properly decommissioned and replaced by connection to municipal sewer service; and

WHEREAS, the Wastewater (Sewer) Fund is an enterprise fund of the City established to finance wastewater collection, treatment, and recharge operations, maintenance, and capital improvements for system repair, rehabilitation, and capacity needs through user rates and fees; and

WHEREAS, the North Prescott, Antelope Hills, White Oak Circle, and White Cloud Lane areas have been identified as candidates for sewer retrofit projects due to wastewater treatment and disposal problems reported by property owners; and

WHEREAS, in recognition of the benefits of municipal sewer service and to address said problems with existing on-lot systems, the Mayor and Council of the City of Prescott desire to set forth policy for extending municipal sewer service into certain developed areas of the City, with the further objective of achieving an appropriate balance of the benefits and responsibilities of extending such service, generally to all citizens and specifically to properties connected to said system via retrofit projects.

ENACTMENTS:

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

SECTION 1. THAT,

Select/Insert Policy Option 1, 2, 3 (or Other) Here

SECTION (3 or 4). THAT, the Mayor and staff are hereby authorized and directed to execute any and all documents in order to effectuate the foregoing.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 24th day of June, 2008.

JACK D WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A BURKE, City Clerk

GARY D KIDD, City Attorney

POLICY OPTION 1 – Improvement District with Mandatory Connection

If this option is selected, insert the following provisions into the Council resolution:

SECTION 1. THAT, the Mayor and Council of the City of Prescott, through the Wastewater (Sewer) Fund, will provide preliminary engineering of sewer retrofit projects for the North Prescott, Antelope Hills, White Oak Circle, and White Cloud Lane areas, initiate formation of an improvement district pursuant to Arizona Revised Statutes for each of said areas, and encourage property owners to support such formation in recognition of both the general benefits which would accrue to all citizens of the City, and specific benefits to each property connected to the municipal system.

SECTION 2. THAT, in recognition of the general benefits of sewer retrofit projects to the public health and water quality in Watson and Willow Lakes, the Wastewater (Sewer) Fund shall further contribute funding to each such improvement district in the amount of _____ of the actual construction cost of the public system.

SECTION 3. THAT, to assure the financial viability of each such improvement district, connection of each benefiting property to the municipal sewer system shall be required when the system is available to the property.

-----Information Below for Reference Only-----

Financing/Connection Policy Alternatives for Retrofit Projects Policy Option 1

Financing Mechanism: Improvement District (ID)		
Connection Criterion: Mandatory Connection when Sewer System Available to Property		
	PROS	CONS
Council initiates district formation process by resolution	* No public vote required to form the district	* Formation often controversial * 50% +1 of owners can protest out (stop) formation * Recent experience unsuccessful due to cost/affordability
	* Long term (25-year), more affordable financing available to property owners	* Debt is on City's books
	* Property owners benefiting from the improvements pay for them	* City responsible for long term district administration
	* Impact fees and on-site costs can be included in district financing	* Liens placed upon properties to assure payment of assessments
	* Assured revenue stream for debt service on bonds usually sold to finance project	

POLICY OPTION 2 – Reimbursement District with Connection Non-Mandatory *

If this option is selected, insert the following provisions into the Council resolution:

SECTION 1. THAT, the Mayor and Council of the City of Prescott, through the Wastewater (Sewer) Fund, will cause sewer retrofit projects for the North Prescott, Antelope Hills, White Oak Circle, and White Cloud Lane areas, to be designed and constructed; and pursuant to Arizona Revised Statutes create a reimbursement district for each such area to secure recovery of the construction cost.

SECTION 2. THAT, in recognition of the general benefits of sewer retrofit projects to the public health and water quality in Watson and Willow Lakes, the Wastewater (Sewer) Fund shall further contribute funding to each such reimbursement district the amount of _____ of the actual construction cost of the public system.

SECTION 3. THAT, the connection of each property to the system shall be at the discretion of the owner of that property, except that immediate connection shall be required for all newly constructed residential units, and in each other case where the system is available to the property and the existing on-lot septic or other disposal system fails as determined by the Yavapai County Environmental Services Department.

** Connection non-mandatory except in the case of failed on-lot system*

-----Information Below for Reference Only-----

**Financing/Connection Policy Alternatives for Retrofit Projects
Policy Option 2**

Financing Mechanism: Reimbursement District		
Connection Criterion: Nonmandatory Connection		
Exception: When Sewer System is Available to the Property and the Existing On-Site Septic or Other Disposal System Fails, the Health Department will Require Connection		
	PROS	CONS
<ul style="list-style-type: none"> * Council establishes the district by ordinance * Map identifying benefiting properties within the district recorded, however, there are no liens * Public system pro-rata cost due when property developed and connected to system * Connection cost adjusted annually per ENR index until connection made 	* Simplified formation - no public vote required to form district	* No means for public vote to form or dissolve district
	* Property owners benefiting from the improvements pay for them	<ul style="list-style-type: none"> * City Sewer Fund incurs system project cost and debt service until reimbursed via property owner connection charges * Debt is on City's books * Uncertain connection rate and capital recovery period
		* City responsible for long term district administration
		* Property owner must obtain own financing for all pro-rata public system, on-lot connection, and impact (buy-in) fees

POLICY OPTION 3 – Sewer Fund Financing; Mandatory Connection within 10 Years *

If this option is selected, insert the following provisions into the Council resolution:

SECTION 1. THAT, the Mayor and Council of the City of Prescott, through the Wastewater (Sewer) Fund, will cause sewer retrofit projects for the North Prescott, Antelope Hills, White Oak Circle, and White Cloud Lane areas, to be designed and constructed.

SECTION 2. THAT, to recover the expenses of said projects, connection of each benefiting property to the municipal sewer system shall be required not later than ten (10) years after the system is available to the property, except that immediate connection shall be required for all newly constructed residential units, and in each other case where the system is available to the property and the existing on-lot septic or other disposal system fails as determined by the Yavapai County Environmental Services Department.

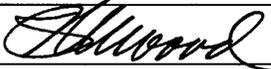
**Immediate connection required for new residences and failed on-lot systems*

-----Information Below for Reference Only-----

**Financing/Connection Policy Alternatives for Retrofit Projects
Policy Option 3**

Financing Mechanism: Sewer Fund		
Connection Criterion: Mandatory Connection Following System Availability to the Property		
Note: Other connection variations are possible--could be required within a different number of years, upon sale of the property, etc.		
	PROS	CONS
<ul style="list-style-type: none"> * City Sewer Fund pays for the project * Ordinance prescribes connection when sewer is available * Cost recovery through sewer impact (buy-in) fees 	* No district involved	* Ordinance prescribing connection must be enforced City-wide; may invite legal challenges pertaining to selection of "priority" areas to be sewerred, and/or subsequent application of the connection requirements
	* Property owners benefiting from the improvements pay for them	* City Sewer Fund incurs system project cost and debt service until reimbursed via property owner connection charges
	* When system in place assured revenue stream for recovery of capital expense	* Property owner must obtain own financing for all pro-rata public system, on-lot connection, and impact (buy-in) fees

COUNCIL AGENDA MEMO – June 17 & 24, 2008
DEPARTMENT: Budget and Finance
AGENDA ITEM: Public Hearing FY 2009 Budget, Expenditure Limitation and Tax Levy Resolution Adopting Final FY 2009 Budget, Expenditure Limitation, Five Year Capital Investment Program, City Job Roster, and Identification of Unfunded Capital

Approved By:	Date:
Department Head: Mark Woodfill	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	<i>06/12/08</i>

BACKGROUND

The fiscal year 2009 (FY09) budget process started in January with a three day goals retreat where council established the City's goals and priorities. From January to March City departments put together operating and capital plans to achieve these goals and priorities. During April and May the City Manager and budget staff reviewed and meet with Departments to refine these plans into a balanced budget.

At the Budget Workshop on May 22, 2008 the budget for FY09 and the five year capital improvement plan (CIP) were reviewed along with the projects that could not be funded. Council and staff made some modifications to this proposed budget and the tentative FY09 budget of \$256,277,163 was adopted by Council on June 10, 2008.

ITEM

This is the next step in the fiscal year 2009 budget process and includes:

- Public hearing on the fiscal year 2009 (June 24, 2008)
 - Budget
 - Expenditure Limitation
 - Property Tax Levy
- Consideration of a Resolution which establishes the
 - Establishes the FY09 Budget
 - Sets the FY09 Expenditure Limitation
 - Approves the Five Year Capital Improvement Plan (FY 2010-14)
 - Approves the City Job Roster
 - Identification Unfunded Capital Projects

Agenda Item: Public Hearing and Resolution No. 3896-0854

Summary of the FY09 Budget:

	FY08	FY09	%
	<u>Budget</u>	<u>Budget</u>	<u>Change/ Budget</u>
Operating	85,433,281	80,514,053	-5.8%
Capital Outlay/Projects	122,412,195	175,763,110	43.6%
Total	207,845,476	256,277,163	23.3%

In November 2005 voters approved the "Home Rule Option" that requires the City Council establish the spending limit each year as part of the budget process. This resolution includes establishment of the Expenditure Limit for FY09 at \$256,277,163.

Attached for your review and consideration are:

- Resolution No. 3896-0854
- FY09 Budget Forms
- Five Year Capital Improvement Plan (FY 2010-14)
- City's Complete Job Roster and Pay Scale
- Unfunded Capital Projects

At a July 15, 2008 Special Meeting the Council will consider the FY09 property tax levy.

Recommended Action: (1) MOVE to Hold Public Hearing and (2) MOVE to adopt Resolution No. 3896-0854.

RESOLUTION NO. 3896-0854

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, FINALLY DETERMINING AND ADOPTING ESTIMATES OF PROPOSED EXPENDITURES FOR THE FISCAL YEAR 2009, AND DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR AND ESTABLISHING THE EXPENDITURE LIMITATION AND ADOPTING THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2010 THROUGH 2014, APPROVING AND UPDATING THE JOB ROSTER FOR THE CITY OF PRESCOTT AND SETTING FORTH ITS DETERMINATION AS TO UNFUNDED CAPITAL AND OTHER UNFUNDED BUDGETARY REQUESTS

RECITALS:

WHEREAS, in accordance with the Provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes, the City Council did, on the 10th day of June, 2008, make an estimate of the different amounts required to meet the public expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Prescott; and

WHEREAS, in accordance with said sections of said title, and following due public notice, the Council met on June 24, 2008, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures, establishing the expenditure limitation, or tax levies; and

WHEREAS, during the budgeting process for fiscal year 2009, the Council established a Capital Improvement Program for fiscal year 2010 through fiscal year 2014; and

WHEREAS, the City Job Roster is included in the accompanying exhibit and the Council wishes to update its job roster and approve the job roster as provided by the Prescott City Charter; and

WHEREAS, Unfunded Capital Projects are included in the accompanying exhibits to this resolution and such projects have been determined not to be funded by the City of Prescott in the 2009 fiscal year; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on July 15, 2008, in Prescott City Council Chambers at 201 South Cortez Street, Prescott, Arizona for the purpose of making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by primary taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in Arizona Revised Statutes, Title 42, Section 17051.A.

ENACTMENTS:

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

SECTION 1 THAT, the said estimates of revenue and expenditures shown on the attached accompanying schedules as now increased, reduced or changed by and the same are hereby adopted as the budget of the City of Prescott for the fiscal year 2009.

SECTION 2 THAT, the expenditure limitation for the City of Prescott for fiscal year 2009 be established at \$256,277,163.

SECTION 3 THAT, the Capital Investment Program shown in the attached accompanying exhibit be adopted by the City of Prescott for the fiscal years 2010 through 2014.

SECTION 4. THAT, the Roster of Jobs shown in the attached accompanying exhibit be adopted and approved by the City of Prescott and in accordance with Article IV of the Prescott City Charter.

SECTION 5. THAT the Council in its legislative discretion has reviewed the budgetary items referred to in the annual budget proposals as "Unfunded Capital," which items are referred to in the accompanying exhibit referenced as Unfunded Capital and in the exercise of such legislative function has determined in its discretion not to spend existing resources for the purchase of equipment, personnel, construction, reconstruction or maintenance of the unfunded proposals and projects contained in or referred to in the "Unfunded Capital" exhibit. Further, the City Council has exercised its budgetary and legislative discretion with respect to its decision not to provide governmental funding or services for the Unfunded Capital items, as well as for the requested equipment, personnel, construction or maintenance of facilities or capital items requested in departmental budgetary proposals considered by the Council in its annual budget retreat and its review of the budget proposals of each city department, (including all proposals for capital funding and that the decision not to fund, to repair, to improve, maintain, reconstruct). The Council has determined not to spend existing resources for the purchase of equipment, personnel, construction, reconstruction or maintenance of the unfunded proposals and unfunded projects requested by the City departments. This determination constitutes a decision by the City Council not to provide the resources necessary for such proposals to be funded, including specifically the decision as to which streets, sidewalks, sanitary sewers, and parking lots will be

repaired, maintained, and reconstructed or otherwise funded for the ensuing fiscal year and which will not be funded.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 26th day of June, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

CITY OF PRESCOTT, ARIZONA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2009

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2008	ACTUAL EXPENDITURES/EXPENSES ** 2008	FUND BALANCE/NET ASSETS*** July 1, 2008**	PROPERTY TAX REVENUES 2009	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2009	OTHER FINANCING 2009		INTERFUND TRANSFERS 2009		TOTAL FINANCIAL RESOURCES AVAILABLE 2009	BUDGETED EXPENDITURES/EXPENSES 2009
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	\$ 34,890,506	\$ 33,637,770	\$ 11,070,138	Primary: \$ 1,215,502 Secondary:	\$ 33,997,459	\$ 250,000	\$ 80,000	\$ 2,495,070	\$ 44,118,029	\$ 33,857,409	
2. Special Revenue Funds	65,596,200	38,610,040	20,860,096		27,259,913		4,556,967	2,693,768	49,983,208	45,524,994	
3. Debt Service Funds Available	2,711,630	2,361,630	198,058		459,517				2,561,360	2,369,875	
4. Less: Designation for Future Debt Retirement											
5. Total Debt Service Funds	2,711,630	2,361,630	198,058	1,923,785	459,517				2,581,360	2,369,875	
6. Capital Projects Funds						54,590,021			54,590,021	54,590,021	
7. Permanent Funds	100,000	100,000	673,705		20,000				693,705	100,000	
8. Enterprise Funds Available	89,063,447	46,503,141	27,304,351		58,143,560	41,481,450	724,871	298,000	127,356,232	104,703,002	
9. Less: Designation for Future Debt Retirement											
10. Total Enterprise Funds	89,063,447	46,503,141	27,304,351		58,143,560	41,481,450	724,871	298,000	127,356,232	104,703,002	
11. Internal Service Funds	15,483,693	11,792,162	4,712,301		10,375,533		125,000		15,212,834	15,132,062	
12. TOTAL ALL FUNDS	\$ 207,845,476	\$ 133,004,743	\$ 64,818,649	\$ 3,139,287	\$ 130,255,982	\$ 96,321,471	\$ 5,486,838	\$ 5,486,838	\$ 294,535,389	\$ 256,277,163	

EXPENDITURE LIMITATION COMPARISON

	2008	2009
1. Budgeted expenditures/expenses	\$ 207,845,476	\$ 256,277,163
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	207,845,476	256,277,163
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 207,845,476	\$ 256,277,163
6. EEC or voter-approved alternative expenditure limitation		

* Includes Expenditure/Expense Adjustments Approved in 2007-08 from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Asset amounts except for amounts invested in capital assets, net of related debt, and reserved/restricted amounts established as offsets to assets presented for informational purposes (i.e., prepaids, inventory, etc.).

CITY OF PRESCOTT, ARIZONA
Summary of Tax Levy and Tax Rate Information
Fiscal Year 2009

	2008	2009
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 1,207,632	\$ 1,278,666
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 1,160,983	\$ 1,215,502
B. Secondary property taxes	1,915,789	1,939,408
C. Total property tax levy amounts	\$ 3,076,772	\$ 3,154,910
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ 1,139,686	
(2) Prior years' levies	21,297	
(3) Total primary property taxes	\$ 1,160,983	
B. Secondary property taxes		
(1) Current year's levy	\$ 1,882,242	
(2) Prior years' levies	33,547	
(3) Total secondary property taxes	\$ 1,915,789	
C. Total property taxes collected	\$ 3,076,772	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.1991	0.1839
(2) Secondary property tax rate	0.2981	0.2394
(3) Total city/town tax rate	0.4972	0.4233

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the City of Prescott did not operate any special assessment districts for which secondary property taxes are levied.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2009

SOURCE OF REVENUES	ESTIMATED REVENUES 2008	ACTUAL REVENUES* 2008	ESTIMATED REVENUES 2009
GENERAL FUND			
Local taxes			
Privilege and Use Tax	\$ 16,372,000	\$ 15,302,764	\$ 15,121,000
Franchise Taxes	1,536,865	1,518,632	1,564,191
Licenses and permits	1,322,650	787,750	895,915
Intergovernmental			
State	12,403,799	12,123,799	12,282,566
Local Jurisdictions	2,224,962	2,192,806	2,304,733
Charges for services	783,550	752,253	753,529
Fines and forfeits	407,572	446,900	449,000
Interest on investments	300,000	475,000	200,000
In-lieu property taxes	94,550	94,550	94,550
Miscellaneous	286,525	350,659	331,975
Total General Fund	\$ 35,732,473	\$ 34,045,113	\$ 33,997,459
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Intergovernmental - State	\$ 3,839,608	\$ 3,524,517	\$ 3,895,679
Intergovernmental - Local Jurisdictions	250,759	247,050	294,264
Miscellaneous	373,352	308,117	278,950
Total Highway User Revenue Fund	\$ 4,463,719	\$ 4,079,684	\$ 4,468,893
Streets and Open Space Fund			
Streets and Open Space Tax	\$ 15,945,000	\$ 14,724,000	\$ 14,684,000
Intergovernmental - County	839,615	728,961	
Interest Earned	754,000	622,000	519,000
Intergovernmental - Local Jurisdictions	452,614	53,570	799,080
Total Streets and Open Space Fund	\$ 17,991,229	\$ 16,128,531	\$ 16,002,080
Transient Occupancy fund			
Transient Occupancy Tax	\$ 440,592	\$ 550,740	\$ 680,715
Fees/Donations			37,000
Miscellaneous	3,000	6,768	3,000
Total Transient Occupancy Fund	\$ 443,592	\$ 557,508	\$ 720,715
Capital Improvement Fund			
Sale of Property	\$ 8,000,000	\$ 500,000	\$
Donations/Contributions			
Interest Earned	300,000	350,000	176,389
Miscellaneous	13,000	1,100	1,000
Total Capital Improvement Fund	\$ 8,313,000	\$ 851,100	\$ 177,389
Impact Fees Fund			
Impact Fees	\$ 1,452,150	\$ 596,995	\$ 596,995
Miscellaneous	139,718	123,918	123,918
Total Impact Fees Fund	\$ 1,591,868	\$ 720,913	\$ 720,913
Grants Fund			
Miscellaneous Grants	\$ 4,697,786	\$ 1,165,986	\$ 5,169,923
Total Grants Fund	\$ 4,697,786	\$ 1,165,986	\$ 5,169,923
Total Special Revenue Funds	\$ 37,501,194	\$ 23,503,722	\$ 27,259,913

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2009

<u>SOURCE OF REVENUES</u>	<u>ESTIMATED REVENUES 2008</u>	<u>ACTUAL REVENUES* 2008</u>	<u>ESTIMATED REVENUES 2009</u>
DEBT SERVICE FUNDS			
Special Assessments	\$ 458,253	\$ 322,151	\$ 322,151
Interest Earned	336,952	158,054	137,366
	\$ 795,205	\$ 480,205	\$ 459,517
Total Debt Service Funds	\$ 795,205	\$ 480,205	\$ 459,517
PERMANENT FUNDS			
Acker Trust	\$ 26,000	\$ 27,500	\$ 20,000
Miscellaneous Gift Fund	26,000	75,000	20,000
	\$ 26,000	\$ 102,500	\$ 20,000
Total Permanent Funds	\$ 26,000	\$ 102,500	\$ 20,000
ENTERPRISE FUNDS			
Water Fund	\$ 19,985,028	\$ 16,902,221	\$ 22,030,453
Wastewater Fund	6,346,805	5,837,545	7,949,402
Solid Waste Fund	6,018,193	5,839,428	
Transfer Station Fund	5,253,241	3,478,371	
Solid Waste/Transfer Station Fund			9,798,603
Golf Course Fund	4,224,682	3,711,373	4,166,660
Airport Fund	3,309,554	2,095,478	14,122,642
Parking Garage Fund	78,000	65,362	75,800
Total Enterprise Funds	\$ 45,215,503	\$ 37,929,778	\$ 58,143,560
INTERNAL SERVICE FUNDS			
Central Garage Fund	\$ 5,514,810	\$ 5,722,850	\$ 4,481,785
Self-Insurance Fund	1,778,301	1,741,301	2,355,204
Facilities Maintenance Fund	955,726	954,196	1,180,934
Engineering Fund	2,335,433	2,364,701	2,357,610
Total Internal Service Funds	\$ 10,584,270	\$ 10,783,048	\$ 10,375,533
TOTAL ALL FUNDS	\$ 129,854,645	\$ 106,844,366	\$ 130,255,982

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2009

FUND	OTHER FINANCING 2009		INTERFUND TRANSFERS 2009	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
	\$ 250,000	\$	\$ 80,000	\$ 2,495,070
Total General Fund	\$ 250,000	\$	\$ 80,000	\$ 2,495,070
SPECIAL REVENUE FUNDS				
Grants Fund	\$	\$	\$ 741,159	\$
1% Streets and Open Space			187,894	1,201,270
Capital Improvement Fund			3,627,914	701,292
Impact Fees				783,679
Streets (HURF) Fund				7,527
Total Special Revenue Funds	\$	\$	\$ 4,556,967	\$ 2,693,768
CAPITAL PROJECTS FUNDS				
Public Safety Projects	\$ 42,818,040	\$	\$	\$
Park Upgrades	4,000,000			
Rodeo Grounds	3,196,981			
Runway 3R-21L Land	4,575,000			
Total Capital Projects Funds	\$ 54,590,021	\$	\$	\$
ENTERPRISE FUNDS				
Water Fund	\$ 19,000,000	\$	\$	\$ 149,000
Wastewater Fund	21,000,000			149,000
Parking Garage			23,579	
Airport/Airport Grants	861,450		701,292	
Golf Course Fund	620,000			
Total Enterprise Funds	\$ 41,481,450	\$	\$ 724,871	\$ 298,000
INTERNAL SERVICE FUNDS				
Engineering Fund	\$	\$	\$	\$
Central Garage Fund			125,000	
Total Internal Service Funds	\$	\$	\$ 125,000	\$
TOTAL ALL FUNDS	\$ 96,321,471	\$	\$ 5,486,838	\$ 5,486,838

CITY OF PRESCOTT, ARIZONA
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2009

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2008	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2008	ACTUAL EXPENDITURES/ EXPENSES* 2008	BUDGETED EXPENDITURES/ EXPENSES 2009
GENERAL FUND				
City Council	\$ 65,668	\$	\$ 56,340	\$ 59,353
City Clerk	253,457		85,260	125,712
City Court	553,132		500,093	521,285
City Manager	1,726,995		1,623,263	1,604,204
Legal Department	296,135		251,627	285,357
Budget & Finance	1,588,715		1,487,673	1,911,028
Administrative Services	574,499		521,672	585,576
Community Development	2,753,941		2,615,679	2,430,949
Parks, Recreation & Library	6,356,522		6,301,364	6,079,335
Police Department	12,903,536		12,498,118	10,217,104
Fire Department	7,817,906		7,696,681	7,550,839
Regional Communications				2,486,667
Total General Fund	\$ 34,890,506	\$	\$ 33,637,770	\$ 33,857,409
SPECIAL REVENUE FUNDS				
Highway User Fund	\$ 4,563,615	\$	\$ 4,157,878	\$ 4,165,866
1% Streets and Open Space	39,222,070		26,545,179	23,225,513
Transient Occupancy Tax	474,500		458,906	839,122
Capital Improvement Fund	14,906,859	(450,000)	4,447,761	11,160,211
Impact Fee Fund	1,433,125	150,000	1,554,604	223,200
Grants Fund	5,296,031		1,445,712	5,911,082
Total Special Revenue Funds	\$ 65,896,200	\$ (300,000)	\$ 38,610,040	\$ 45,524,994
DEBT SERVICE FUNDS	\$ 2,711,630	\$	\$ 2,361,630	2,369,675
CAPITAL PROJECTS FUNDS				
Public Safety Projects				42,818,040
Park Upgrades				4,000,000
Rodeo Grounds				3,196,981
Runway 3R-21L Land				4,575,000
Total Capital Projects Funds	\$	\$	\$	\$ 54,590,021
PERMANENT FUNDS				
Trust Funds	100,000		100,000	100,000
Total Permanent Funds	\$ 100,000	\$	\$ 100,000	\$ 100,000
ENTERPRISE FUNDS				
Water Fund	\$ 44,994,671	\$	\$ 16,273,371	\$ 48,740,756
Wastewater Fund	23,049,931		13,368,760	28,002,728
Solid Waste Fund	5,763,198		5,377,019	
Transfer Station Fund	5,897,867		4,633,151	
Solid Waste/Transfer Station				10,061,302
Golf Course Fund	4,996,732		4,430,187	4,470,926
Airport Fund	4,251,808		2,321,276	13,309,432
Parking Garage Fund	109,240		99,377	117,858
Total Enterprise Funds	\$ 89,063,447	\$	\$ 46,503,141	\$ 104,703,002
INTERNAL SERVICE FUNDS				
Central Garage	\$ 10,262,245	\$	\$ 6,591,428	\$ 9,330,254
Self-Insurance Fund	1,651,301	300,000	1,930,587	2,265,204
Engineering Fund	2,331,933		2,331,933	2,357,610
Facilities Maintenance Fund	938,214		938,214	1,178,994
Total Internal Service Funds	\$ 15,183,693	\$ 300,000	\$ 11,792,162	\$ 15,132,062
TOTAL ALL FUNDS	\$ 207,845,476	\$	\$ 133,004,743	\$ 256,277,163

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Department of Expenditures/Expenses
Fiscal Year 2009

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2008	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2008	ACTUAL EXPENDITURES/ EXPENSES * 2008	BUDGETED EXPENDITURES/ EXPENSES 2009
Public Works:				
1% Streets and Open Space	\$ 39,175,570	\$	\$ 26,545,179	\$
Streets (HURF) Fund	4,563,615		4,165,866	
Water Fund	44,994,671		16,273,371	
Wastewater Fund	22,599,931		13,368,760	
Department Total	\$ 111,333,787	\$	\$ 60,353,176	\$
Field Operations				
Streets (HURF) Fund	\$	\$	\$	\$ 3,344,784
Solid Waste/Transfer Station				10,061,302
Department Total	\$	\$	\$	\$ 13,406,086
Utilities				
Water Fund	\$	\$	\$	\$ 48,740,756
Wastewater Fund				28,002,728
Department Total	\$	\$	\$	\$ 76,743,484
Transportation Engineering				
Engineering	\$	\$	\$	\$ 2,357,610
1% Streets and Open Space				23,225,513
Streets (HURF) Fund				821,082
Department Total	\$	\$	\$	\$ 26,404,205

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Five Year Capital Plan

<u>Project Description</u>	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>
<u>1% Streets and Open Space Fund</u>					
Open Space	3,000,000	3,000,000	3,000,000	4,000,000	4,000,000
Pavement Preservation (Rubber Chip & ARACFC)	1,045,000	1,076,350	1,108,640	1,141,900	1,176,157
SR89A- Sideroad	18,000,000				
Rosser Street Traffic Reconstruction		150,000	1,500,000		
Williamson Valley Road		7,680,097			
Pavement Rehabilitation Program	291,000	2,000,000	2,066,000	1,429,280	2,204,923
ERAU Business Technology Imp District NEW	5,000,000				
County Club Pavement Replacement NEW	1,540,000				
Senator Highway S. Mt. Vernon - City Limits	1,418,400				
Unpaved Streets (Idylwild - Lindbergh to Gurley)	1,254,000	727,250	749,068	771,539	794,685
Park Ave Gurley to Copper Basin	2,650,000				
Sundog Connector Storm Ranch DA	1,842,635				
Robinson Drive	1,450,000				
Mt Vernon Ave (Gurley - Senator Hwy)	1,200,000				
Sundog Connector Yavapai County IGA	1,200,000				
Ruger Road Realignment@SR 89 DA	49,165	1,610,000			
430 N Virginia Street Renovations	1,598,847				
TOTAL 1% STREETS AND OPEN SPACE FUND	41,539,047	16,243,697	8,423,708	7,342,719	8,175,765
<u>Water Fund</u>					
Big Chino Water Ranch	1,407,250	70,600,750	70,600,750		
Surface Water Recharge Pipeline	2,000,000				
Water Meter Change-Out Program	1,000,000	1,000,000			
Airport Zone Production/Recovery Wells	1,600,000	400,000	1,600,000	400,000	1,600,000
Indian Hill Reservoir	1,660,000				
Prescott Resort Pump Station #1 Upgrade	1,000,000				
Pinnacle Cir New Reservoir		250,000	2,640,000		
A/P Zone 12 New Tank Reservoir & Booster Station	2,950,000				
Copper Basin Tank Reservoir	1,600,000				

Five Year Capital Plan

<u>Project Description</u>	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>
New Thumb Butte Reservoir	150,000	1,680,000			
Old North Tank Reservoir Replacement	1,800,000				
Haisley New Tank Reservoir		193,000	1,419,000		
Upper Thumb Butte Tank Reservoir Replacement	1,500,000				
Zone 113 Tank Reservoir Transmission Piping	1,275,000				
Zone 113 New Tank Reservoir & Booster Station	400,000	2,000,000			
A/P Zone New Zone 12 Pump Station - Near SR 89/89A	350,000	1,900,000			
A/P Zone SR 89A Main Crossings	300,000	1,200,000			
SR69 Corridor Phase 2 Public Water Infrastructure	150,000	1,050,000			
Zone 101 New Tank Reservoir & Transmission Piping		1,750,000			
A/P Zone Main Feed - New Intermediate Storage to Zone 12 PS		500,000	1,000,000		
18" Line Smoke Tree Lane - 30" Main at Willow Creek to Birchwood Cove		200,000	1,465,000		
12" Line Meadowbrook, Forest Hills Road - Thumb Butte Rd to Thumb Butte		160,000	1,100,000		
12" Line Sierry Peaks - Iron Springs to Forest View		135,000	1,050,000	1,000,000	3,000,000
Zone 102 (Storm Ranch) Tank Reservoir				175,000	1,100,000
12" Line SR 89 - Copper Basin Road to Prescott Pines Pump Station					
Street Projects:					
Future Street Projects (Capital Contingencies)	500,000	750,000	1,000,000	1,000,000	1,000,000
TOTAL WATER FUND	19,642,250	83,768,750	81,874,750	2,575,000	6,700,000
<u>Wastewater Fund</u>					
Sundog Odor Control	300,000	3,000,000			
Sewer Mainline Replacement/Rehabilitation	100,000	1,000,000	100,000	1,000,000	100,000
Airport Plant Process Expansion and Improvements	1,800,000	1,800,000			
Sundog Trunk Main	4,250,000	750,000	4,250,000	750,000	4,250,000
North Prescott Wastewater Improvements	2,600,000	2,600,000			
Willow Lake Force Main Replacement	2,000,000	2,000,000			
WW Infrastructure South of SR89A (Granite Dells - Fann)	3,115,000				
Granite Street - Granite Creek to Leroux	450,000	1,400,000	1,400,000	1,400,000	
Antelope Hills Wastewater Improvements	250,000	1,500,000			

Five Year Capital Plan

<u>Project Description</u>	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>
White Cloud Lane Wastewater Improvements	250,000	1,000,000			
Hassayampa		650,000			
Effluent Pipe			2,376,000	2,000,000	
Street Projects			1,500,000	5,000,000	5,000,000
Street Projects - Contingency	500,000	750,000	1,000,000	1,000,000	1,000,000
TOTAL WASTEWATER FUND	15,615,000	16,450,000	10,626,000	11,150,000	10,350,000

Unfunded Capital Requests

Project Description	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
General Fund						
<u>Finance/Information Technology</u>						
E-Mail Archiving Solution	50,000					
<u>Parks, Recreation & Library</u>						
PCPA Watershed	30,250					
Watson Woods Riparian Preserve	25,000					
PCPA Open Space Management	25,000					
PCPA Stormwater	24,750					
Sundog Trailhead Restroom		212,000				
Play Area Surfacing		163,000				
<u>Police</u>						
Mobile Emergency Command Center Vehicle	492,035					
Mobile Data Computers/Automatic Vehicle Locators	322,200					
Armored Personnel Carrier	240,000					
Firearms Range Security Fencing and Lighting	50,000					
Copy Machine	21,500					
Night Vision System	20,000		20,000			
Mobile Storage Units	16,800					
Multi-Purpose Room Furniture	12,000					
Tracking Device - Vehicle	7,000					
Computerized Voice Stress Analyzer						
Wireless Surveillance Camera		15,000				
Enclosed Utility Trailer		12,000				
Commercial Vehicle Enforcement Scales		8,500				
Indoor Shooting and Prop House		8,000				
Police Gym Fitness Equipment Replacement			250,000			
Bodywire Listening Device			35,000			
Walk-in Freezer Maintenance/Replacement			17,000			
Audio Visual Recording Equipment - Interview Room			14,300			
<u>Fire</u>						14,900
Automatic Vehicle Locators and Mobile Data Computers	150,000					
Heavy Extraction Equipment		20,000				

Unfunded Capital Requests

Project Description	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
Administrative Services						
Fire Sprinkler Installation (Elks)		130,000				
Marquee Replacement (Elks)		90,000				
Loading Door Exterior Lift (Elks)		83,800				
Total Unfunded General Fund Capital Requests	1,486,535	742,300	336,300	-	34,900	-
Golf Course						
POS/Tee Time System	19,227					
Trucksters (2)		26,000				
Greens Mowers (2)		44,000				
John Deere Tractor		25,000				
Bunker Rake			12,000			
Verti-Drain			20,000			
Fairway Mower			42,500			
Restroom Building Improvement			60,000			
North Course Tee and Bunker Renovation				400,000		
Asphalt Cart Paths					750,000	
Golf Course Improvements						600,000
Total Unfunded Golf Course Capital Requests	19,227	95,000	134,500	400,000	750,000	600,000
Capital Improvement Fund						
Airport Grant Matches			764,893	3,903,047	240,171	121,162
Public Safety Capital Outlay/Projects						
Public Safety Training Center	6,900,000					
Downtown Fire Station	4,000,000	4,500,000				
North Prescott Fire Station	300,000	3,000,000	500,000			
Main Police Station Facility		19,000,000				
Partially Enclosed Shooting Range		2,811,370				
Secured Storage Facility		1,806,670				
Fire Station Refurbishment		155,000	160,000	165,000		
Fire Station Northeast of Prescott Airport			300,000	3,000,000		560,000

Unfunded Capital Requests

<u>Project Description</u>	<u>FY2009</u>	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>
Indoor Shooting Range					6,000,000	
Parks, Recreation & Library Capital Outlay/Projects						
Aquatic Center	26,572,150					
19-Acre Park	2,500,000					
Existing Park Upgrades	4,000,000					
Recreation Center		19,112,500				
Branch Library in North Prescott				622,000	4,830,060	
Rodeo Grounds	3,196,981					
Total Unfunded Capital Improvement Fund Capital Requests						
	47,469,131	51,150,433	4,863,047	4,027,171	11,511,222	-
Facilities Maintenance						
Replace Police Facility Upper Floor Carpet	43,000					
Public Works Carpet Replacement	19,000					
Total Unfunded Facilities Maint Capital Requests	62,000					
Central Garage						
Design and Construction of Vehicle Wash Bay		430,000				
New Service Truck and Equipment			190,000			
Parallelogram Truck Lift					125,000	
Total Unfunded Central Garage Capital Requests		430,000	190,000		125,000	
Airport						
Grants:						
Runway Protection Zone Land Acquisition						
Airport Maintenance Facility						
Runway 21L and Associated Taxiway and Lighting Design and	9,450,000					
Airport Fire Station Construction	2,500,000					
Security Upgrades	1,755,000					
Airfield Drainage Improvements	1,500,000					
Airport Fingerprinting & Badging Equipment						

Unfunded Capital Requests

Project Description	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
Fire Truck Purchase	500,000					
Air Terminal Design and Construction	450,000	13,300,000				
North Service Road	400,000					
ADOT Pavement Maintenance Program		675,476	11,411			
Lighting Upgrade Taxiway E, RWY 21L/3R, and Airfield to D-IV Standards		250,000	2,650,000			
Pave All Runway and Taxiway Shoulders		200,000	2,000,000			
Update Environmental Assessment			250,000			
Design and Construct High Speed Exit Taxiways			100,000	1,000,000		
Design and Construct Taxiway F Extension			50,000	775,000		
Design and Construct Taxiway B Extension			50,000	600,000		
Master Plan Update				300,000		
Total Unfunded Airport Capital Requests	16,555,000	14,425,476	5,111,411	2,675,000	-	-

Roster FY09

Pos #	Position Description	FTE %	Pay Grade
12	ADMIN SVCS DIRECTOR	1.0000	open range
543	DEPUTY ADMIN SVCS DIRECTOR	1.0000	81
76	PUBLIC AFFAIRS MANAGER	1.0000	75
433	PURCHASING MANAGER	1.0000	74
141	ELKS THEATRE COORD	1.0000	63
453	PUBLIC AFFAIRS COORDINATOR	1.0000	63
485	SP EVENTS COORD	1.0000	63
ADMINISTRATIVE SERVICES TOTAL		7.0000	
22	AIRPORT MANAGER	0.0000	frozen
33	AIRPORT MANAGER	1.0000	77
16	MANAGEMENT ANALYST	1.0000	66
314	MAINTENANCE SPECIALIST	1.0000	59
23	AIRPORT OP TECH	1.0000	52
24	AIRPORT OP TECH	1.0000	52
25	AIRPORT OP TECH	1.0000	52
26	AIRPORT OP TECH	1.0000	52
4	ACCOUNTING CLERK	1.0000	44
AIRPORT TOTAL		8.0000	
31	ANIMAL CNTRL SUPV	1.0000	68
27	ANIMAL CNTRL OFFICER	1.0000	47
28	ANIMAL CNTRL OFFICER	1.0000	47
29	ANIMAL CNTRL OFFICER	1.0000	47
30	ANIMAL CNTRL OFFICER	1.0000	47
ANIMAL CONTROL TOTAL		5.0000	
171	FINANCE DIRECTOR	1.0000	open range
35	ASST FINANCE DIR	1.0000	84
48	BUDGET MANAGER	1.0000	70
133	CUSTOMER SVC MNGR	1.0000	70
429	PRIVILEGE TAX SUPV	1.0000	70
337	PAYROLL SPECIALIST	1.0000	68
428	PRIVILEGE TAX AUDITR	1.0000	68
570	UTILITY BILLING SUPERVISOR	1.0000	66
3	ACCOUNTING TECH	1.0000	53
8	ACCOUNTING TECH	1.0000	53
9	ACCOUNTING TECH	1.0000	53
10	ACCOUNTING TECH	1.0000	53
470	ACCOUNTING TECH	1.0000	53
2	ACCOUNTING CLERK	1.0000	44
5	ACCOUNTING CLERK	1.0000	44
7	ACCOUNTING CLERK	1.0000	44
BUDGET/FINANCE TOTAL		16.0000	
52	BUILDING INSPECTOR	0.0000	frozen
57	CHIEF BLDG OFFICIAL	0.0000	frozen
348	PLANS EXAMINER SUPV	0.0000	frozen

Roster FY09

72 BLDG INSP SUPV	1.0000	70
51 BLDG INSP/PLANS EXAM	1.0000	68
75 COMMERCIAL SPECIALST	1.0000	68
346 BLDG INSP/PLANS EXAM	1.0000	68
347 PLANS EXAMINER	1.0000	64
49 BUILDING INSPECTOR	1.0000	58
50 BUILDING INSPECTOR	1.0000	58
338 PERMIT SPECIALIST	1.0000	56
340 PERMIT TECHNICIAN	1.0000	50
341 PERMIT TECHNICIAN	1.0000	50
BUILDING INSPECTION TOTAL	10.0000	
481 SERVICE TECHNICIAN	0.0000	frozen
229 FLEET MAINT SUPT	1.0000	74
228 FLEET MAINT SUPV	1.0000	68
144 EQUIPMENT MECHANIC	1.0000	59
145 EQUIPMENT MECHANIC	1.0000	59
146 EQUIPMENT MECHANIC	1.0000	59
147 EQUIPMENT MECHANIC	1.0000	59
148 EQUIPMENT MECHANIC	1.0000	59
605 EQUIPMENT MECHANIC	1.0000	59
336 PARTS SPECIALIST	1.0000	52
544 SECRETARY	1.0000	44
CENTRAL GARAGE TOTAL	10.0000	
59 CITY CLERK	1.0000	open range
135 DEPUTY CITY CLERK	1.0000	58
CITY CLERK TOTAL	2.0000	
459 SENIOR COURT CLERK	1.0000	46
60 CITY COURT CLERK	0.7500	42
61 CITY COURT CLERK	1.0000	42
62 CITY COURT CLERK	1.0000	42
63 CITY COURT CLERK	1.0000	42
64 CITY COURT CLERK	1.0000	42
CITY COURT TOTAL	5.7500	
67 CITY MANAGER	1.0000	open range
41 DEPUTY CITY MANAGER	1.0000	open range
432 DEPUTY CITY MANAGER	1.0000	open range
120 COUNCILMAN	1.0000	N/A
121 COUNCILMAN	1.0000	N/A
122 COUNCILMAN	1.0000	N/A
123 COUNCILMAN	1.0000	N/A
124 COUNCILMAN	1.0000	N/A
125 COUNCILMAN	1.0000	N/A
325 MAYOR	1.0000	N/A
469 SR PROJECT MANAGER	1.0000	85
324 WATER MANAGEMENT ANALYST	1.0000	75
241 GRANTS ADMINISTRATOR	1.0000	64

Roster FY09

170 EXECUTIVE ASSISTANT	1.0000	61
CITY MANAGER TOTAL	14.0000	
70 CODE ENFORCEMENT OFF	0.0000	frozen
550 CODE ENFORCEMNT SUPV	1.0000	68
71 CODE ENFORCEMENT OFF	1.0000	47
549 CODE ENFORCEMENT OFF	1.0000	47
CODE ENFORCEMENT TOTAL	3.0000	
352 REG COMM DIRECTOR	1.0000	80
101 COMM SPECIALIST SUPV	1.0000	59
102 COMM SPECIALIST SUPV	1.0000	59
103 COMM SPECIALIST SUPV	1.0000	59
559 COMM SPECIALIST SUPV	1.0000	59
564 COMM SPECIALIST SUPV	1.0000	59
77 COMM SPECIALIST	0.5000	53
78 COMM SPECIALIST	0.7500	53
79 COMM SPECIALIST	1.0000	53
80 COMM SPECIALIST	1.0000	53
81 COMM SPECIALIST	1.0000	53
82 COMM SPECIALIST	1.0000	53
83 COMM SPECIALIST	1.0000	53
84 COMM SPECIALIST	1.0000	53
85 COMM SPECIALIST	1.0000	53
86 COMM SPECIALIST	1.0000	53
87 COMM SPECIALIST	1.0000	53
88 COMM SPECIALIST	1.0000	53
89 COMM SPECIALIST	1.0000	53
90 COMM SPECIALIST	1.0000	53
91 COMM SPECIALIST	1.0000	53
92 COMM SPECIALIST	1.0000	53
93 COMM SPECIALIST	1.0000	53
94 COMM SPECIALIST	1.0000	53
95 COMM SPECIALIST	1.0000	53
96 COMM SPECIALIST	1.0000	53
97 COMM SPECIALIST	1.0000	53
98 COMM SPECIALIST	1.0000	53
99 COMM SPECIALIST	1.0000	53
100 COMM SPECIALIST	1.0000	53
556 COMM SPECIALIST	1.0000	53
557 COMM SPECIALIST	1.0000	53
558 COMM SPECIALIST	1.0000	53
600 ADMIN ASSISTANT	1.0000	53
262 IT SPECIALIST	1.0000	0
COMMUNICATIONS/DISPATCH TOTAL	34.2500	
104 COMM DEV DIRECTOR	1.0000	open range
579 ASST COMM DEV DIR	1.0000	84
548 PRIVATE DEVELOP FAC	1.0000	75

Roster FY09

342 PLANNER	1.0000	70
343 PLANNER	1.0000	70
344 PLANNER	1.0000	70
345 PLANNER	1.0000	70
251 HISTORIC PRESV SPEC	0.5000	64
13 ADMIN ASSISTANT	1.0000	53
454 ADMIN SPECIALIST	1.0000	52
455 SECRETARY	1.0000	44
COMMUNITY DEVELOPMENT TOTAL	10.5000	
117 CONST SVCS MANAGER	1.0000	86
569 CAPITAL PROJECT MANAGER	1.0000	81
551 CONST INSPECTOR SUPV	1.0000	67
109 CONST INSPECTOR	1.0000	58
110 CONST INSPECTOR	1.0000	58
111 CONST INSPECTOR	1.0000	58
112 CONST INSPECTOR	1.0000	58
113 CONST INSPECTOR	1.0000	58
114 CONST INSPECTOR	1.0000	58
115 CONST INSPECTOR	1.0000	58
323 CONST INSPECTOR	1.0000	58
CONSTRUCTION SERVICES TOTAL	11.0000	
608 CYMPO PROGRAM MANAGER	1.0000	66
20 ADMIN ASSISTANT	1.0000	53
291 MPO ADMINISTRATOR	1.0000	0
CYMPO TOTAL	3.0000	
140 ECONOMIC DEV DIR	1.0000	open range
580 BUSINESS DEV MNGR	1.0000	70
443 ADMIN SPECIALIST	1.0000	52
ECONOMIC DEVELOPMENT TOTAL	3.0000	
142 ENGINEERING SVCS DIR	1.0000	open range
65 CITY ENGINEER	1.0000	88
500 DRAINAGE ENG-CIVIL	1.0000	82
552 CAPITAL PROJECT MNGR	1.0000	81
138 DEVLPMNT SVC MNGR	1.0000	70
460 SR ENG TECHNICIAN	1.0000	70
441 REG LAND SURVEYOR	1.0000	64
55 CAD TECHNICIAN	1.0000	63
143 ENGINEERING TECH	1.0000	63
119 CONTRACT SPECIALIST	1.0000	61
14 ADMIN ASSISTANT	1.0000	53
339 PERMIT TECHNICIAN	1.0000	50
ENGINEERING SERVICES TOTAL	12.0000	
300 FACILITIES MAINT SUP	1.0000	74
294 MAINTENANCE SPCLST	1.0000	59
307 MAINTENANCE TECH	1.0000	52
309 MAINTENANCE TECH	1.0000	52

Roster FY09

128 CUSTODIAN	1.0000	35
129 CUSTODIAN	1.0000	35
130 CUSTODIAN	1.0000	35
131 CUSTODIAN	1.0000	35
FACILITIES MAINTENANCE	8.0000	
173 EMERGENCY SERVICES DIRECTOR	1.0000	open range
136 DEPUTY FIRE CHIEF	1.0000	88
554 DEPUTY FIRE CHIEF	1.0000	88
536 WILDLAND DIV CHIEF	1.0000	78
468 SR FIRE INSPECTOR	1.0000	70
230 WILDLAND CREW SUPV	1.0000	68
203 PLANS EXAMINER	1.0000	64
217 WILDLAND CAPTAIN	1.0000	62
204 FIRE INSPECTOR	1.0000	58
232 SQUAD BOSS	1.0000	54
233 SQUAD BOSS	1.0000	54
238 SQUAD BOSS	1.0000	54
17 ADMIN ASSISTANT	1.0000	53
231 CODE ENFORCEMENT OFF	1.0000	47
234 FUEL TECH/WW FF	1.0000	45
236 FUEL TECH/WW FF	1.0000	45
237 FUEL TECH/WW FF	1.0000	45
451 SECRETARY	1.0000	44
43 BATTALION CHIEF	1.0000	Fire Step Plan
44 BATTALION CHIEF	1.0000	Fire Step Plan
45 BATTALION CHIEF	1.0000	Fire Step Plan
46 BATTALION CHIEF	1.0000	Fire Step Plan
205 FIRE MARSHAL/DIV CHF	1.0000	Fire Step Plan
172 FIRE CAPTAIN	1.0000	Fire Step Plan
189 FIRE CAPTAIN	1.0000	Fire Step Plan
190 FIRE CAPTAIN	1.0000	Fire Step Plan
191 FIRE CAPTAIN	1.0000	Fire Step Plan
192 FIRE CAPTAIN	1.0000	Fire Step Plan
193 FIRE CAPTAIN	1.0000	Fire Step Plan
194 FIRE CAPTAIN	1.0000	Fire Step Plan
195 FIRE CAPTAIN	1.0000	Fire Step Plan
196 FIRE CAPTAIN	1.0000	Fire Step Plan
197 FIRE CAPTAIN	1.0000	Fire Step Plan
198 FIRE CAPTAIN	1.0000	Fire Step Plan
199 FIRE CAPTAIN	1.0000	Fire Step Plan
200 FIRE CAPTAIN	1.0000	Fire Step Plan
201 FIRE CAPTAIN	1.0000	Fire Step Plan
202 FIRE CAPTAIN	1.0000	Fire Step Plan
206 FIREFIGHTER	1.0000	Fire Step Plan
207 FIREFIGHTER	1.0000	Fire Step Plan
208 FIREFIGHTER	1.0000	Fire Step Plan

Roster FY09

209 FIREFIGHTER	1.0000	Fire Step Plan
210 FIREFIGHTER	1.0000	Fire Step Plan
211 FIREFIGHTER	1.0000	Fire Step Plan
212 FIREFIGHTER	1.0000	Fire Step Plan
213 FIREFIGHTER	1.0000	Fire Step Plan
214 FIREFIGHTER	1.0000	Fire Step Plan
215 FIREFIGHTER	1.0000	Fire Step Plan
216 FIREFIGHTER	1.0000	Fire Step Plan
218 FIREFIGHTER	1.0000	Fire Step Plan
219 FIREFIGHTER	1.0000	Fire Step Plan
220 FIREFIGHTER	1.0000	Fire Step Plan
221 FIREFIGHTER	1.0000	Fire Step Plan
222 FIREFIGHTER	1.0000	Fire Step Plan
223 FIREFIGHTER	1.0000	Fire Step Plan
224 FIREFIGHTER	1.0000	Fire Step Plan
225 FIREFIGHTER	1.0000	Fire Step Plan
226 FIREFIGHTER	1.0000	Fire Step Plan
227 FIREFIGHTER	1.0000	Fire Step Plan
174 FIRE ENGINEER	1.0000	Fire Step Plan
175 FIRE ENGINEER	1.0000	Fire Step Plan
176 FIRE ENGINEER	1.0000	Fire Step Plan
177 FIRE ENGINEER	1.0000	Fire Step Plan
178 FIRE ENGINEER	1.0000	Fire Step Plan
179 FIRE ENGINEER	1.0000	Fire Step Plan
180 FIRE ENGINEER	1.0000	Fire Step Plan
181 FIRE ENGINEER	1.0000	Fire Step Plan
182 FIRE ENGINEER	1.0000	Fire Step Plan
183 FIRE ENGINEER	1.0000	Fire Step Plan
184 FIRE ENGINEER	1.0000	Fire Step Plan
185 FIRE ENGINEER	1.0000	Fire Step Plan
186 FIRE ENGINEER	1.0000	Fire Step Plan
187 FIRE ENGINEER	1.0000	Fire Step Plan
188 FIRE ENGINEER	1.0000	Fire Step Plan
597 FIRE ENGINEER	1.0000	Fire Step Plan
598 FIRE ENGINEER	1.0000	Fire Step Plan
599 FIRE ENGINEER	1.0000	Fire Step Plan
FIRE TOTAL	77.0000	
243 GREENSKEEPER	0.0000	frozen
246 GREENSKEEPER	0.0000	frozen
293 EQUIPMENT MECHANIC	0.0000	frozen
239 GOLF MANAGER	1.0000	82
242 GREENS SUPT	1.0000	74
578 ASST GREENS SUPT	1.0000	64
489 TOURNAMENT DIR/BUYER	1.0000	60
250 EQUIPMENT MECHANIC	1.0000	59
296 2ND ASST GREENS SUPT	1.0000	58

Roster FY09

249 IRRIGATION TECH	1.0000	52
305 IRRIGATION TECH	1.0000	52
36 PRO SHOP MANAGER	1.0000	46
244 GREENSKEEPER	1.0000	41
245 GREENSKEEPER	1.0000	41
247 GREENSKEEPER	1.0000	41
248 GREENSKEEPER	1.0000	41
GOLF COURSE TOTAL	13.0000	
604 CHEF	1.0000	68
603 MANAGER	1.0000	60
601 SOUS CHEF	1.0000	46
602 ASSISTANT MANAGER	1.0000	46
GOLF COURSE RESTAURANT TOTAL	4.0000	
254 HR DIRECTOR	1.0000	open range
253 HR ANALYST	1.0000	68
47 BENEFITS SPECIALIST	1.0000	58
252 HR ASSISTANT	1.0000	53
HUMAN RESOURCES TOTAL	4.0000	
32 APP MNGR/GIS COORD	1.0000	75
330 OPERATIONS MANAGER	1.0000	75
260 HELP DESK MANAGER	1.0000	70
546 NETWORK ENGINEER	1.0000	70
263 IT TECHNICIAN	1.0000	53
235 GIS SPECIALIST	1.0000	0
240 IT SPECIALIST	1.0000	0
256 IT SPECIALIST	1.0000	0
257 IT SPECIALIST	1.0000	0
258 IT SPECIALIST	1.0000	0
259 IT SPECIALIST	1.0000	0
261 WEB PROGRAM/DESIGN	1.0000	0
IT TOTAL	12.0000	
58 CITY ATTORNEY	1.0000	open range
68 CITY PROSECUTOR	1.0000	88
56 CHIEF ASST CITY ATTY	1.0000	88
458 SR ASSIST CITY ATTY	1.0000	84
596 RISK MANAGER	1.0000	74
137 DETECTIVE	1.0000	62
54 OFFICE MANAGER	1.0000	58
442 LEGAL ASSISTANT	1.0000	57
555 RISK MANAGEMENT TECH	1.0000	57
331 PARALEGAL	1.0000	54
269 LEGAL SECRETARY	0.5000	51
270 LEGAL SECRETARY	1.0000	51
LEGAL TOTAL	11.5000	
279 LIBRARY ASSISTANT	0.0000	frozen
287 LIBRARY DIRECTOR	1.0000	82

Roster FY09

38 ASST LIBRARY DIR	1.0000	74
288 LIBRARY NETWORK MGR	1.0000	70
267 LEAD LIBRARIAN	1.0000	65
268 LEAD LIBRARIAN	1.0000	65
271 LIBRARIAN	1.0000	61
272 LIBRARIAN	1.0000	61
273 LIBRARIAN	1.0000	61
274 LIBRARIAN	1.0000	61
275 LIBRARIAN	1.0000	61
276 LIBRARIAN	1.0000	61
278 LIBRARIAN	1.0000	61
277 LIBRARIAN-SYSTEMS	1.0000	59
53 BUSINESS MANAGER	1.0000	58
306 MAINTENANCE TECH	1.0000	52
289 LIBRARY SPECIALIST	1.0000	51
290 LIBRARY SPECIALIST	1.0000	51
574 LIBRARY SPECIALIST	1.0000	51
280 LIBRARY ASSISTANT	0.5000	45
281 LIBRARY ASSISTANT	1.0000	45
282 LIBRARY ASSISTANT	1.0000	45
283 LIBRARY ASSISTANT	0.5000	45
284 LIBRARY ASSISTANT	1.0000	45
285 LIBRARY ASSISTANT	1.0000	45
286 LIBRARY ASSISTANT	1.0000	45
572 LIBRARY ASSISTANT	0.5000	45
573 LIBRARY ASSISTANT	0.5000	45
444 SECRETARY	1.0000	44
132 CUSTODIAN	1.0000	35
LIBRARY TOTAL	27.0000	
134 METERING SVCS SUPV	1.0000	54
326 METER READER	1.0000	43
327 METER READER	1.0000	43
328 METER READER	1.0000	43
329 METER READER	1.0000	43
METERING SERVICES TOTAL	5.0000	
310 MAINTENANCE WORKER	0.0000	frozen
311 MAINTENANCE WORKER	0.0000	frozen
438 PRK/REC/LIB DIRECTOR	0.0000	frozen
42 ASST PARKS & REC DIR	1.0000	80
498 PARKS MAINT SUPT	1.0000	74
488 SUPT LAKE / PARKS	1.0000	74
439 RECREATION SUPV	1.0000	68
440 RECREATION SUPV	1.0000	68
434 RECREATION COORD	1.0000	63
435 RECREATION COORD	1.0000	63
333 PARKS REGIONAL COORDINATOR	1.0000	62

Roster FY09

334 PARKS REGIONAL COORDINATOR	1.0000	62
264 LNDS CP COORDINATOR	1.0000	60
149 EQUIPMENT MECHANIC	1.0000	59
499 TURF & IRR COORD	1.0000	57
18 ADMIN ASSISTANT	1.0000	53
265 MAINTENANCE TECH	1.0000	52
301 MAINTENANCE TECH	1.0000	52
302 MAINTENANCE TECH	1.0000	52
303 MAINTENANCE TECH	1.0000	52
304 MAINTENANCE TECH	1.0000	52
308 MAINTENANCE TECH	1.0000	52
335 PARKS SECURITY RGR	1.0000	51
445 SECRETARY	1.0000	44
446 SECRETARY	1.0000	44
266 MAINTENANCE WORKER	1.0000	41
312 MAINTENANCE WORKER	1.0000	41
313 MAINTENANCE WORKER	1.0000	41
436 RECREATION LEADER	0.5000	41
437 RECREATION LEADER	0.5000	41
PARKS & RECREATION TOTAL	26.0000	
349 POLICE CHIEF	1.0000	open range
39 DEPUTY CHIEF OF POLICE	0.0000	frozen
40 DEPUTY CHIEF OF POLICE	1.0000	88
353 POLICE SERGEANT	1.0000	Police Step Plan
384 POLICE SERGEANT	1.0000	Police Step Plan
418 POLICE SERGEANT	1.0000	Police Step Plan
420 POLICE SERGEANT	1.0000	Police Step Plan
421 POLICE SERGEANT	1.0000	Police Step Plan
422 POLICE SERGEANT	1.0000	Police Step Plan
423 POLICE SERGEANT	1.0000	Police Step Plan
424 POLICE SERGEANT	1.0000	Police Step Plan
425 POLICE SERGEANT	1.0000	Police Step Plan
426 POLICE SERGEANT	1.0000	Police Step Plan
350 POLICE LIEUTENANT	1.0000	Police Step Plan
351 POLICE LIEUTENANT	1.0000	Police Step Plan
419 POLICE LIEUTENANT	1.0000	Police Step Plan
354 POLICE OFFICER	1.0000	Police Step Plan
355 POLICE OFFICER	1.0000	Police Step Plan
356 POLICE OFFICER	1.0000	Police Step Plan
357 POLICE OFFICER	1.0000	Police Step Plan
358 POLICE OFFICER	1.0000	Police Step Plan
359 POLICE OFFICER	1.0000	Police Step Plan
360 POLICE OFFICER	1.0000	Police Step Plan
361 POLICE OFFICER	1.0000	Police Step Plan
362 POLICE OFFICER	1.0000	Police Step Plan
363 POLICE OFFICER	1.0000	Police Step Plan

Roster FY09

364 POLICE OFFICER	1.0000	Police Step Plan
365 POLICE OFFICER	1.0000	Police Step Plan
366 POLICE OFFICER	1.0000	Police Step Plan
367 POLICE OFFICER	1.0000	Police Step Plan
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371 POLICE OFFICER	1.0000	Police Step Plan
372 POLICE OFFICER	1.0000	Police Step Plan
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391 POLICE OFFICER	1.0000	Police Step Plan
392 POLICE OFFICER	1.0000	Police Step Plan
393 POLICE OFFICER	1.0000	Police Step Plan
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396 POLICE OFFICER	1.0000	Police Step Plan
397 POLICE OFFICER	1.0000	Police Step Plan
398 POLICE OFFICER	1.0000	Police Step Plan
399 POLICE OFFICER	1.0000	Police Step Plan
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401 POLICE OFFICER	1.0000	Police Step Plan
402 POLICE OFFICER	1.0000	Police Step Plan
403 POLICE OFFICER	1.0000	Police Step Plan
404 POLICE OFFICER	1.0000	Police Step Plan
405 POLICE OFFICER	1.0000	Police Step Plan
406 POLICE OFFICER	1.0000	Police Step Plan
407 POLICE OFFICER	1.0000	Police Step Plan
408 POLICE OFFICER	1.0000	Police Step Plan
409 POLICE OFFICER	1.0000	Police Step Plan
560 POLICE OFFICER	1.0000	Police Step Plan
561 POLICE OFFICER	1.0000	Police Step Plan

Roster FY09

562 POLICE OFFICER	1.0000	Police Step Plan
563 POLICE OFFICER	1.0000	Police Step Plan
416 POLICE RECORDS SPVR	1.0000	68
417 POLICE RSRCH ANALYST	1.0000	62
127 CRIME PREV OFFICER	0.5000	57
15 ADMIN ASSISTANT	1.0000	53
410 POLICE RECORDS CLERK	1.0000	51
411 POLICE RECORDS CLERK	1.0000	51
412 POLICE RECORDS CLERK	1.0000	51
413 POLICE RECORDS CLERK	1.0000	51
414 POLICE RECORDS CLERK	1.0000	51
415 POLICE RECORDS CLERK	1.0000	51
427 QUARTERMASTER	1.0000	51
430 PROP&EVIDENCE TECH	1.0000	51
431 PROP&EVIDENCE TECH	1.0000	51
565 POLICE RECORDS CLERK	1.0000	51
105 COMMUNITY SVCS OFF	0.5000	49
106 COMMUNITY SVCS OFF	0.7500	49
332 PARKING CNTRL OFFCR	1.0000	47
107 COMM SV WRKR MONITOR	1.0000	44
108 COMM SV WRKR MONITOR	1.0000	44
447 SECRETARY	1.0000	44
448 SECRETARY	1.0000	44
449 SECRETARY	0.5000	44
450 SECRETARY	0.5000	44
452 SECRETARY	0.5000	44
POLICE TOTAL	95.2500	
484 FIELD OPS SUPERINTENDENT	1.0000	77
482 FIELD OPS SUPERVISOR	1.0000	68
462 SR EQUIP OPERATOR	1.0000	56
73 COMM EQUIP OPERATOR	1.0000	54
74 COMM EQUIP OPERATOR	1.0000	54
255 COMM EQUIP OPERATOR	1.0000	54
540 COMM EQUIP OPERATOR	1.0000	54
11a ACCOUNTING TECH	0.5000	53
11b ACCOUNTING TECH	0.5000	53
159 EQUIPMENT OPERATOR	1.0000	52
160 EQUIPMENT OPERATOR	1.0000	52
161 EQUIPMENT OPERATOR	1.0000	52
162 EQUIPMENT OPERATOR	1.0000	52
575 EQUIPMENT OPERATOR	1.0000	52
576 EQUIPMENT OPERATOR	1.0000	52
589 EQUIPMENT OPERATOR	1.0000	52
590 EQUIPMENT OPERATOR	1.0000	52
592 EQUIPMENT OPERATOR	1.0000	52
593 EQUIPMENT OPERATOR	1.0000	52

Roster FY09

SANITATION TOTAL		18.0000	
483	FIELD OPS MANAGER	1.0000	open range
154	EQUIPMENT OPERATOR	0.0000	frozen
315	MAINTENANCE WORKER	0.0000	frozen
486	FIELD OPS SUPERINTENDENT	1.0000	77
487	FIELD OPS SUPERVISOR	1.0000	68
541	FIELD OPS SUPERVISOR	1.0000	68
492	TRAFFIC CNTRL SUPERVISOR	1.0000	64
295	MAINTENANCE SPCLST	1.0000	59
457	ADMIN ASSISTANT	1.0000	58
319	SR EQUIP OPERATOR	1.0000	56
461	SR EQUIP OPERATOR	1.0000	56
463	SR EQUIP OPERATOR	1.0000	56
464	SR EQUIP OPERATOR	1.0000	56
490	TRAFFIC CNTRL WORKER	1.0000	53
491	TRAFFIC CNTRL WORKER	1.0000	53
150	EQUIPMENT OPERATOR	1.0000	52
151	EQUIPMENT OPERATOR	1.0000	52
152	EQUIPMENT OPERATOR	1.0000	52
153	EQUIPMENT OPERATOR	1.0000	52
155	EQUIPMENT OPERATOR	1.0000	52
156	EQUIPMENT OPERATOR	1.0000	52
157	EQUIPMENT OPERATOR	1.0000	52
158	EQUIPMENT OPERATOR	1.0000	52
316	MAINTENANCE TECH	1.0000	52
591	EQUIPMENT OPERATOR	1.0000	52
594	EQUIPMENT OPERATOR	1.0000	52
595	EQUIPMENT OPERATOR	1.0000	52
317	MAINTENANCE WORKER	1.0000	41
318	MAINTENANCE WORKER	1.0000	41
320	MAINTENANCE WORKER	1.0000	41
321	MAINTENANCE WORKER	1.0000	41
322	MAINTENANCE WORKER	1.0000	41
STREETS TOTAL		30.0000	
139	FIELD OPS SUPERVISOR	1.0000	68
292	MAINTENANCE SPCLST	1.0000	59
465	SR EQUIP OPERATOR	1.0000	56
466	SR EQUIP OPERATOR	1.0000	56
467	SR EQUIP OPERATOR	1.0000	56
6	ACCOUNTING CLERK	1.0000	44
607	ACCOUNTING CLERK	1.0000	44
TRANSFER STATION TOTAL		7.0000	
493	TRAFFIC ENGINEER	1.0000	84
497	TRAFFIC SIGNAL SUPV	1.0000	70
494	TRAFFIC ENG TECHN	1.0000	63
495	TRAFFIC SIGNAL SPCL	1.0000	61

Roster FY09

496 TRAFFIC SIGNAL SPCL	1.0000	61
TRANSPORTATION SERVICES TOTAL	5.0000	
567 UTILITIES DIRECTOR	1.0000	open range
69 CITY UTILITIES ENG	1.0000	86
553 CIVIL ENGINEER	1.0000	82
116 CAPITAL PROJECT MNGR	1.0000	81
571 CAPITAL PROJECT MANAGER-UTL	1.0000	81
568 SR ENG TECHNICIAN	1.0000	70
526 WATER CONV COORD	1.0000	66
118 CONTRACT SPECIALIST	1.0000	61
19 ADMIN ASSISTANT	1.0000	53
566 SECRETARY	1.0000	44
UTILITIES TOTAL	10.0000	
501 UTILITIES OP MANAGER	1.0000	84
517 WASTEWATER SUPT	1.0000	77
516 WW COLLECTION SUPV	1.0000	68
299 MAINTENANCE SPCLST	1.0000	59
606 WATER PROTECTION SPECIALIST	1.0000	59
476 SR UTILITY WRKR	1.0000	52
477 SR UTILITY WRKR	1.0000	52
478 SR UTILITY WRKR	1.0000	52
479 SR UTILITY WRKR	1.0000	52
480 SR UTILITY WRKR	1.0000	52
510 UTILITY WORKER	1.0000	48
511 UTILITY WORKER	1.0000	48
512 UTILITY WORKER	1.0000	48
513 UTILITY WORKER	1.0000	48
514 UTILITY WORKER	1.0000	48
515 UTILITY WORKER	1.0000	48
1 ACCOUNTING CLERK	1.0000	44
WASTEWATER COLLECTION TOTAL	17.0000	
538 WWTP OP SUPERVISOR	1.0000	70
539 WWTP OP SUPERVISOR	1.0000	70
298 MAINTENANCE SPCLST	1.0000	59
518 WW TREAT PLANT OP	1.0000	59
519 WW TREAT PLANT OP	1.0000	59
520 WW TREAT PLANT OP	1.0000	59
521 WW TREAT PLANT OP	1.0000	59
522 WW TREAT PLANT OP	1.0000	59
523 WW TREAT PLANT OP	1.0000	59
524 WW TREAT PLANT OP	1.0000	59
525 WW TREAT PLANT OP	1.0000	59
537 WWTP LAB TECH/REL OP	1.0000	59
532 WATER OPERATOR	1.0000	56
WASTEWATER TREATMENT TOTAL	13.0000	
535 WATER SUPERINTENDENT	1.0000	77

Roster FY09

527 WATER DIST SUPV	1.0000	68
471 SR UTILITY WRKR	1.0000	52
472 SR UTILITY WRKR	1.0000	52
473 SR UTILITY WRKR	1.0000	52
474 SR UTILITY WRKR	1.0000	52
475 SR UTILITY WRKR	1.0000	52
502 UTILITY WORKER	1.0000	48
503 UTILITY WORKER	1.0000	48
504 UTILITY WORKER	1.0000	48
505 UTILITY WORKER	1.0000	48
506 UTILITY WORKER	1.0000	48
507 UTILITY WORKER	1.0000	48
508 UTILITY WORKER	1.0000	48
509 UTILITY WORKER	1.0000	48
456 SECRETARY	1.0000	44
WATER DISTRIBUTION TOTAL	16.0000	
533 WATER PROD SUPV	1.0000	68
297 MAINTENANCE SPCLST	1.0000	59
528 WATER OPERATOR	1.0000	56
529 WATER OPERATOR	1.0000	56
530 WATER OPERATOR	1.0000	56
531 WATER OPERATOR	1.0000	56
534 WATER QUAL TECHN	1.0000	56
WATER PRODUCTION TOTAL	7.0000	
FY09 GRAND TOTAL	560.2500	

FY09

Salary Range Employees	419.2500
Fire Step Plan	59.0000
Police Step Plan	75.0000
Council & Mayor	7.0000
	<u>560.2500</u>

FY08 reconciliation with FY09	577.0000
-15 frozen positions	-15.0000
-.25 PD position from .75 to .50	-0.2500
-1 Airport Manager	-1.0000
-.50 PD position from 1.00 to .50	-0.5000
	<u>560.2500</u>

FY09 Salary Ranges (no COLA)

Salary Range	Minimum	Midpoint	Maximum	Hourly Minimum	Hourly Midpoint	Hourly Maximum
20	7.17	8.60	10.03	14,913.60	17,888.00	20,862.40
21	7.35	8.81	10.28	15,288.00	18,324.80	21,382.40
22	7.53	9.04	10.54	15,662.40	18,803.20	21,923.20
23	7.72	9.26	10.80	16,057.60	19,260.80	22,464.00
24	7.91	9.49	11.07	16,452.80	19,739.20	23,025.60
25	8.11	9.73	11.35	16,868.80	20,238.40	23,608.00
26	8.31	9.98	11.64	17,284.80	20,758.40	24,211.20
27	8.52	10.22	11.93	17,721.60	21,257.60	24,814.40
28	8.73	10.48	12.22	18,158.40	21,798.40	25,417.60
29	8.95	10.74	12.53	18,616.00	22,339.20	26,062.40
30	9.17	11.01	12.84	19,073.60	22,900.80	26,707.20
31	9.40	11.28	13.16	19,552.00	23,462.40	27,372.80
32	9.64	11.57	13.49	20,051.20	24,065.60	28,059.20
33	9.88	11.86	13.83	20,550.40	24,668.80	28,766.40
34	10.13	12.15	14.18	21,070.40	25,272.00	29,494.40
35	10.38	12.46	14.53	21,590.40	25,916.80	30,222.40
36	10.64	12.77	14.89	22,131.20	26,561.60	30,971.20
37	10.90	13.09	15.27	22,672.00	27,227.20	31,761.60
38	11.18	13.41	15.65	23,254.40	27,892.80	32,552.00
39	11.46	13.75	16.04	23,836.80	28,600.00	33,363.20
40	11.74	14.09	16.44	24,419.20	29,307.20	34,195.20
41	12.04	14.44	16.85	25,043.20	30,035.20	35,048.00
42	12.34	14.81	17.27	25,667.20	30,804.80	35,921.60
43	12.65	15.18	17.70	26,312.00	31,574.40	36,816.00
44	12.96	15.56	18.15	26,956.80	32,364.80	37,752.00
45	13.29	15.94	18.60	27,643.20	33,155.20	38,688.00
46	13.62	16.34	19.07	28,329.60	33,987.20	39,665.60
47	13.96	16.75	19.54	29,036.80	34,840.00	40,643.20
48	14.31	17.17	20.03	29,764.80	35,713.60	41,662.40
49	14.67	17.60	20.53	30,513.60	36,608.00	42,702.40
50	15.03	18.04	21.05	31,262.40	37,523.20	43,784.00
51	15.41	18.49	21.57	32,052.80	38,459.20	44,865.60
52	15.79	18.95	22.11	32,843.20	39,416.00	45,988.80
53	16.19	19.43	22.66	33,675.20	40,414.40	47,132.80
54	16.59	19.91	23.23	34,507.20	41,412.80	48,318.40
55	17.01	20.41	23.81	35,380.80	42,452.80	49,524.80
56	17.43	20.92	24.41	36,254.40	43,513.60	50,772.80
57	17.87	21.44	25.02	37,169.60	44,595.20	52,041.60
58	18.32	21.98	25.64	38,105.60	45,718.40	53,331.20
59	18.77	22.53	26.28	39,041.60	46,862.40	54,662.40
60	19.24	23.09	26.94	40,019.20	48,027.20	56,035.20
61	19.72	23.67	27.61	41,017.60	49,233.60	57,428.80
62	20.22	24.26	28.30	42,057.60	50,460.80	58,864.00
63	20.72	24.87	29.01	43,097.60	51,729.60	60,340.80
64	21.24	25.49	29.74	44,179.20	53,019.20	61,859.20
65	21.77	26.13	30.48	45,281.60	54,350.40	63,398.40
66	22.32	26.78	31.24	46,425.60	55,702.40	64,979.20
67	22.87	27.45	32.02	47,569.60	57,096.00	66,601.60

FY09 Salary Ranges (no COLA)

Salary Range	Minimum	Midpoint	Maximum	Hourly Minimum	Hourly Midpoint	Hourly Maximum	
	68	23.45	28.13	32.82	48,776.00	58,510.40	68,265.60
69	24.03	28.84	33.64	49,982.40	59,987.20	69,971.20	
70	24.63	29.56	34.49	51,230.40	61,484.80	71,739.20	
71	25.25	30.30	35.35	52,520.00	63,024.00	73,528.00	
72	25.88	31.06	36.23	53,830.40	64,604.80	75,358.40	
73	26.53	31.83	37.14	55,182.40	66,206.40	77,251.20	
74	27.19	32.63	38.07	56,555.20	67,870.40	79,185.60	
75	27.87	33.44	39.02	57,969.60	69,555.20	81,161.60	
76	28.57	34.28	39.99	59,425.60	71,302.40	83,179.20	
77	29.28	35.14	40.99	60,902.40	73,091.20	85,259.20	
78	30.01	36.02	42.02	62,420.80	74,921.60	87,401.60	
79	30.76	36.92	43.07	63,980.80	76,793.60	89,585.60	
80	31.53	37.84	44.14	65,582.40	78,707.20	91,811.20	
81	32.32	38.78	45.25	67,225.60	80,662.40	94,120.00	
82	33.13	39.75	46.38	68,910.40	82,680.00	96,470.40	
83	33.96	40.75	47.54	70,636.80	84,760.00	98,883.20	
84	34.80	41.77	48.73	72,384.00	86,881.60	101,358.40	
85	35.67	42.81	49.94	74,193.60	89,044.80	103,875.20	
86	36.57	43.88	51.19	76,065.60	91,270.40	106,475.20	
87	37.48	44.98	52.47	77,958.40	93,558.40	109,137.60	
88	38.42	46.10	53.79	79,913.60	95,888.00	111,883.20	
89	39.38	47.25	55.13	81,910.40	98,280.00	114,670.40	
90	40.36	48.44	56.51	83,948.80	100,755.20	117,540.80	
91	41.37	49.65	57.92	86,049.60	103,272.00	120,473.60	
92	42.41	50.89	59.37	88,212.80	105,851.20	123,489.60	
93	43.47	52.16	60.85	90,417.60	108,492.80	126,568.00	
94	44.55	53.46	62.37	92,664.00	111,196.80	129,729.60	
95	45.67	54.80	63.93	94,993.60	113,984.00	132,974.40	
96	46.81	56.17	65.53	97,364.80	116,833.60	136,302.40	
97	47.98	57.57	67.17	99,798.40	119,745.60	139,713.60	
98	49.18	59.01	68.85	102,294.40	122,740.80	143,208.00	
99	50.41	60.49	70.57	104,852.80	125,819.20	146,785.60	
100	51.67	62.00	72.34	107,473.60	128,960.00	150,467.20	
101	52.96	63.55	74.14	110,156.80	132,184.00	154,211.20	
102	54.28	65.14	76.00	112,902.40	135,491.20	158,080.00	
103	55.64	66.77	77.90	115,731.20	138,881.60	162,032.00	
104	57.03	68.44	79.84	118,622.40	142,355.20	166,067.20	
105	58.46	70.15	81.84	121,596.80	145,912.00	170,227.20	
106	59.92	71.90	83.89	124,633.60	149,552.00	174,491.20	
107	61.42	73.70	85.98	127,753.60	153,296.00	178,838.40	
108	62.95	75.54	88.13	130,936.00	157,123.20	183,310.40	
109	64.53	77.43	90.34	134,222.40	161,054.40	187,907.20	
110	66.14	79.37	92.60	137,571.20	165,089.60	192,608.00	
				-	-		
	* Hourly Minimum below AZ Minimum Wage						

Fire Step Plan FY 2008

Effective 07/01/2008

Hourly Step	4%		Step 1 Minimum	Step 2	Step 3	Step 4	Step 5	Step 6 Midpoint	Step 7	Step 8	Step 9	Step 10 Max
	Shift	Non Shift										
Firefighter	Shift		13.31	13.85	14.40	14.98	15.58	16.20	16.84	17.51	18.22	18.94
	Non Shift		19.14	19.90	20.70	21.53	22.39	23.28	24.21	25.18	26.19	27.23

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Engineer	16.61	17.27	17.97	18.68	19.44	20.21
Non Shift	23.88	24.83	25.82	26.86	27.93	29.05
Fire Captain	20.21	21.02	21.86	22.73	23.64	24.59
Non Shift	29.05	30.21	31.42	32.67	33.99	35.35

	Shift	Non Shift
Battalion Chief	27.59	28.70
Battalion Chief	38.63	40.18
	29.84	31.04
	41.78	43.45
	32.28	45.19

Plan Adj.
FY08
 Firefighter 3.50%
 Captains & Engineers 3.50%
 Battalion Chiefs 9.40%

Police Step Plan FY 2008

Effective 07/01/2008

Hourly Step	4%	Step 1 Minimum	Step 2	Step 3	Step 4	Step 5	Step 6 Midpoint	Step 7	Step 8	Step 9	Step 10 Max
Police Officer		20.51	21.33	22.19	23.07	24.00	24.96	25.95	26.99	28.07	29.20

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Sergeant	29.56	30.74	31.97	33.25	34.58	35.96
Police Lieutenant	36.90	38.38	39.92	41.52	43.18	44.91

	<u>Plan Adj</u>	<u>FY07</u>
	<u>FY08</u>	<u>Step 1</u>
Officer	3.65%	19.79
Sergeant	2.35%	28.88
Lieutenant	2.00%	36.18

COUNCIL AGENDA MEMO – (06/17/08 & 06/24/08)	
DEPARTMENT:	City Clerk
AGENDA ITEM:	Annual Contract for Legal Advertisement

Approved By:	Date:
Department Head: Elizabeth A. Burke, City Clerk 	6/12/2008
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	06/12/08

Item Summary

Annual contract for legal advertisement of public notices as required by City Charter and/or State Statutes.

Background

Formal sealed bids requested for furnishing legal advertisements for the public notifications as required by the City Charter and/or State Statutes were opened Thursday, June 12, 2008, at 2:00 p.m. Legal advertisements are bid at a rate for a column inch per section, according to ARS Article 2, Section 39-221.

The bid requested rates for straight copy format and camera-ready single column format. Straight copy is retyped by the Daily Courier personnel before being published, while camera-ready copy is in the proper format for publication and in most cases we now e-mail directly to the Daily Courier in the proper format.

One bid was received from the Daily Courier at the following rates: \$11.16/colum inch for straight copy and \$9.30/column inch for camera-ready copy.

Budget

The cost for legal advertisement will be charged to the City Clerk's Office and this line item is budgeted at \$20,000.00 for FY2009. This contract would be for a period of one year.

Recommended Action: MOVE to award the bid for legal advertisement of public notices for fiscal year 2009 to the Daily Courier at the rate of \$11.16/column inch for straight copy and \$9.30/column inch for camera-ready copy.

COUNCIL AGENDA MEMO – (June 17 & June 24, 2008)
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Song Pok Kwak, Agent for DO5M, LLC, for a Series 9, Liquor Store, license for Liquor Barn located at 405 West Goodwin Street.

Approved By:	Date:
Department Head: Elizabeth A. Burke	05/23/08
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	06/08/08

A Liquor License Application, City No. 08-062 State No. 09130020, has been received from Song Pok Kwak, Agent for D05M, LLC, for a Series 9, Liquor Store, License for **Liquor Barn** located at 405 West Goodwin Street.

The public hearing will be held at the Regular Council Meeting of Tuesday, June 24, 2008. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

This application is due to a change in ownership. The original license for this business was first issued in 1985. A copy of the application is available for Council's review in the City Clerk's Office.

Recommended Action: (1) MOVE to close the Public Hearing. (2) MOVE to approve/deny State Liquor License Application No. 09130020, for a new Series 9, Liquor Store, License for Song Pok Kwak, Agent for D05M, LLC, for Liquor Barn located at 405 West Goodwin Street.
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**ARIZONA STATE LIQUOR LICENSES
TYPES / PURPOSES
AS OF 04/07**

License Types: Series 01 In-State Producer's License

Allows an in-state producer to produce or manufacture spirituous liquor and sell the product to a licensed wholesaler.

License Types: Series 02 Out-of-State Producer's License

Allows an out-of-state producer, exporter, importer or rectifier to ship spirituous liquor into the state to a licensed Arizona wholesaler.

License Types: Series 03 Domestic Microbrewery License

Allows the licensee of a microbrewery to manufacture or produce not less than 5,000 gallons of beer in each calendar year following the first year of operation and not more than 620,000 gallons of beer in a calendar year.

License Types: Series 04 Wholesaler's License

Allows a wholesaler to warehouse and distribute for sale, spirituous liquor to a licensed retailer.

License Types: Series 05 Government License

Allows the holder of a government license to sell and serve spirituous liquor solely for consumption on the premises for which the license is issued. The license is issued in the name of a county, city, town or state university whose governing body has authorized its use.

License Types: Series 06 Bar License – Transferable

Allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

License Types: Series 07 Beer and Wine Bar License - Transferable

Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

License Types: Series 08 Conveyance License (Airplanes, Trains, and Boats)

Allows the owner or lessee of an operating airline, railroad or boat to sell all spirituous liquors in individual portions or in original containers for consumption *only* on the plane, train or boat.

License Types: Series 09 Liquor Store License (All spirituous liquors) - Transferable

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

License Types: Series 10 Beer and Wine Store License (Beer and wine only)

Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

License Types: Series 11 Hotel/Motel License (with Restaurant)

Allows the holder of a hotel/motel license to sell and serve spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises.

License Types: Series 12 Restaurant License

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

License Types: Series 13 Domestic Farm Winery License

Allows a domestic farm winery licensee to manufacture or produce more than two hundred (200) gallons, but less than seventy-five thousand (75,000) gallons of wine annually, from grapes or other agricultural products, of which at least seventy-five percent (75%) are grown in this state.

License Types: Series 14 Club License

Allows the holder of a club license to sell and serve spirituous liquor for consumption only on the premises owned, leased or occupied by the club, and only to bona fide members of the club and their guests.

License Types: Series 15 Special Event License

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Non-transferable License Types: Series 16 Wine Festival/Wine Fair License (Temporary)

1. Wine festival license: Allows a licensed domestic farm winery to serve samples of its products on the wine festival premises and the sale of such products in original containers for consumption off the wine festival premises.
2. Wine fair license: Allows a licensed domestic farm winery to serve samples of its products at a sanctioned county or state fair, and the sale of such products in original containers for consumption off the fair premises.

License Types: Series 17 Direct Shipment License

Allows an out-of-state producer, exporter, importer, or rectifier to take orders from retail customers by telephone, mail, catalog or the Internet. The orders must be shipped into the state to a licensed Arizona wholesaler. The wholesaler must sell the product to a licensed retailer. The retailer will deliver the spirituous liquor to the customer.

R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.
7. Effect on vehicular traffic in close proximity.
8. The compatibility of the proposed business with other activity in close proximity.
9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.
11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.
12. Proximity to licensed childcare facilities as defined by A.R.S. § 36-881.

Historical Note

Former Rule 2; Former Section R4-15-02 renumbered as Section R4-15-102 without change effective October 8, 1982 (Supp. 82-5). Repealed effective July 11, 1983 (Supp. 83-4). New Section adopted effective March 3, 1993 (Supp. 93-1). R19-1-102 recodified from R4-15-102 (Supp. 95-1). Amended by final rulemaking at 11 A.A.R. 5119, effective January 9, 2006 (Supp. 05-4).

Editor's Note: The following Section was amended under an exemption from the Arizona Administrative Procedure Act (A.R.S. Title 41, Chapter 6) pursuant to Laws 1996, Ch. 307 § 18. Although exempt from certain provisions of the rulemaking process, the Department was required to provide for reasonable notice and hearing. This Section was not reviewed by the Governor's Regulatory Review Council; and the Department did not submit notice of proposed rulemaking to the Secretary of State for publication in the Arizona Administrative Register (Supp