



PRESCOTT CITY COUNCIL STUDY SESSION AGENDA *AMENDED

PRESCOTT CITY COUNCIL
STUDY SESSION
TUESDAY, NOVEMBER 18, 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:** Father John A. Peck, Prescott Orthodox Christian Church
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Bell
- ◆ **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**

- I. **PROCLAMATION**

- A. December 1, 2008 as *World AIDS Day*.

- II. **PRESENTATION**

- A. Presentation by Great Lakes Airways on current activities.

- B.* Presentation by Friends of Jersey Lilly's to Prescott Chamber of Commerce Foundation.**

- B-C.** Presentation on 2006 International Energy Code and 2008 amendments to the various building codes.

III. DISCUSSION ITEMS

- A. Approval of a contract with Sherri Ruth dba Babe Ruth Concessions for concessionaire services with an annual concession compensation of \$5,000.00 to the City of Prescott.
- B. Approval of Agreement for Services with Prescott Area Arts and Humanities Council for 2009.
- C. Adoption of Resolution No. 3920-0926 – A resolution of the Mayor and City Council of the City of Prescott, Yavapai County, Arizona, authorizing the formation of an Enterprise Zone; designating the boundaries of the Enterprise Zone; appointing representatives from the Prescott Council to serve on the Enterprise Zone Commission; and authorizing the City to enter into an Intergovernmental Agreement with Yavapai County to form the Enterprise Zone Commission.
- D. Approval of Water Service Agreement with Granite Gate Retirement Community.
- E. Approval of Amendment One to Contract No. 2008-180 with HydroSystems, Inc., for Underground Storage Facility Permit Renewal Hydrological Study.
- F. Approval of acceptance of 410-Federal grant funds in the amount of \$60,000.00 from the Governor's Office of Highway Safety.
- G. Approval to purchase one 2009 GMC Sierra 2500HD 4WD Pickup Truck from Midway Chevrolet, through use of State of Arizona Contract #SCC090000-6, for the amount of \$26,887.73.
- H. Approval to purchase three 2009 Ford Crown Victoria Police Interceptor Vehicles from Five Star Ford, through use of Arizona State Contract P71/SCC070008-2, for the amount of \$80,270.61.
- I. Award of contract with Datamatx for billing and mailing services.
- J. Public Hearing – Continuation of public hearing on Major General Plan Amendment, West Airport Area, comprising approximately 2600 acres, Owners: Deep Well Ranches, Inc., Arizona State Land, and Ty Myers; Agent: City of Prescott.
- K. Award of a bid to D & K Farming Enterprises, LLC, for transportation and disposal of bio-solids from the Sundog and Airport Wastewater Treatment Facilities including Bid Alternate A and Bid Alternate B unit prices.

- L. Approval of an agreement with Prescott Alternative Transportation to provide advance funding in the amount of \$25,000.00 for implementation of the ADOT Safe Routes to School Program.
- M. Approval to purchase a new Interactive Voice Response (IVR) Software Program for the Trakit IVR System, in the amount of \$54,500.00 from Tele-Works, Inc.
- N. Replat of a portion of Lots 407 and 420 of the Idlywild Tract Subdivision, located at 125 Josephine St., Applicants: David and Tanya Janssen, APN 111-08-027, (RP08-005).
- O. Adoption of Ordinance No. 4683--0926 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending Title X, Land Development Code, of the Prescott City Code by providing for changes to Section 6.4.3 and Section 6.4.7 (Fences), Table 6.2.9 (Drive-thru stacking), Section 6.11.3 (Outdoor Lighting), and Table 6.12.5 (Temporary Signage/Banners).
- P. Approval of Amendment Two to City Contract No. 07-271, Copper Basin Road Improvement Project, with Asphalt Paving & Supply, Inc., in the amount of \$495,491.00.
- Q. Approval of the Minutes of the Prescott City Council Joint Workshop/Special Meeting of October 28, 2008; the Workshop of November 4, 2008; the Combined Study Session/Regular Voting Meeting of November 4, 2008; the November 5, 2008 Special Council Meeting (in their role as members of the Regional Association of Local Governments); and the Special Meeting (for Executive Session) of November 7, 2008.
- R. Selection of items to be placed on the Regular Voting Meeting Agenda of November 25, 2008.

IV. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing **AMENDED** 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

COUNCIL AGENDA MEMO – 11/18/08 & 11/25/08

DEPARTMENT: Parks, Recreation, and Library Department

AGENDA ITEM: Request for approval of contract with a vendor to provide Ballfield Concession services at Parks, Recreation and Library Department concession facilities

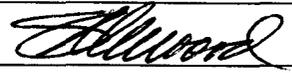
Approved By:

Date:

Department Head: Debbie Horton

Finance Director: Mark Woodfill

City Manager: Steve Norwood



11/19/08

The concession contract previously held by Dog House Restaurant expired in 2007. As in the past, the City of Prescott solicited sealed proposals for the provision of Ballfield Concession services for the following City owned facilities: Pioneer Park, Ken Lindley Stadium, Heritage Park, Kuebler Field, and Bill Vallely Field/Roughrider Park. The City received proposals from the following qualified vendors:

- 1. Sherri Ruth DBA Babe Ruth Concessions
- 2. Charles W. Vadnais DBA Dog House Restaurant

An evaluation committee reviewed the proposals based on five criteria:

- 1. Organization Capability
- 2. Personnel Experience
- 3. Menu Selections
- 4. Marketing Strategy
- 5. Compensation

The committee scored each concessionaire with a numeric value based on their proposal. Final tabulations were as follows:

- 1. Sherri Ruth DBA Babe Ruth Concessions scored 96 with an annual compensation to the COP of \$5,000
- 2. Dog House Restaurant scored 60 with an annual compensation to the COP of \$2,000.

It is recommended to award the contract to Babe Ruth Concessions. The concessionaire will have exclusive rights to sell food and non-alcoholic beverages at designated games at Pioneer Park, Ken Lindley Stadium, Heritage Park, Kuebler Field, and Bill Vallely Field/Roughrider Park as outlined in the contract. A copy of legally approved contract is attached.

Recommended Action: If Council so desires, **MOVE** to approve the contract with Sherri Ruth DBA Babe Ruth Concessions with an annual concession compensation of \$5,000 to the City of Prescott.

CONTRACT FOR SERVICES

THIS CONTRACT, entered into this ____ day of _____, 2008, between the CITY OF PRESCOTT, hereinafter "City", and Sherri Ruth DBA Babe Ruth Concessions of 7620 Winners Circle, Prescott Valley, AZ, 86315, hereinafter "Concessionaire."

WHEREAS, the City of Prescott is the owner of the park and concession facilities at Pioneer Park, Ken Lindley Stadium, Heritage Park, Kuebler Field, and Bill Vallely Field/Roughrider Park and Concessionaire desires to contract to operate the concession facilities at the location set forth in Paragraph 1 below as an independent concessionaire.

NOW THEREFORE, the City of Prescott, in consideration of the payments, agreements, conditions & covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby agreed to by the parties, it is hereby agreed as follows:

1. That Concessionaire may operate the concession facilities at Pioneer Park, Ken Lindley Stadium, Heritage Park, Kuebler Field, and Bill Vallely Field/Roughrider Park to provide services that generally include exclusive rights to sell food and non-alcoholic beverages at designated games (hereinafter referred to as "the Park") on the terms and conditions as contained herein. The City of Prescott reserves the right to contract other and additional concession services at designated special events and sporting events to be determined by the Recreation Services Director. This contract will not automatically include special events and sporting events. Concessionaire may be invited to participate in special and sporting events by the Recreation Services Director. Special and sporting events may be subject to different terms and conditions than are contained in this contract.
2. This Agreement shall be for a term commencing November 1, 2008, and ending at midnight on October 31, 2011, unless sooner terminated as hereinafter provided.
3. Concessionaire shall pay the City as consideration for the concession and facilities according to this schedule:

February	\$500.
March	\$500.
April	\$500.
May	\$500.

June	\$500.
July	\$500.
August	\$500.
September	\$500.
October	\$500.
November	\$500.

Such revenue and sums due to City shall be reported and paid on or before the first day of each calendar month for the preceding month commencing, and continuing thereafter on the first day of each successive month during this contract term. City shall have the right, at reasonable times, to examine all of Concessionaire's accounting and business records. Copies of these reports shall be submitted to the Finance Department - Accounts Receivable and the Recreation Services Director, in a format deemed acceptable by the City.

4. The Concessionaire and the City shall have the option of renewing this contract for three additional one (1) year periods, upon the same terms and conditions as contained herein. Written notice of such option to renew shall be given by either party sixty (60) days prior to expiration of this agreement and the other party will then have thirty (30) days to concur in writing.
5. Concessionaire hereby covenants and agrees with the City as follows:
 - A. Concessionaire will operate concession stands at each location a minimum of 30 minutes prior to the first scheduled game of the day, and one hour after the start of the last game scheduled.
 - B. The City will provide a schedule of all games at which the Concessionaire is expected to operate concession services. It is the responsibility of the Concessionaire to retrieve this schedule on a weekly basis. Any deviation from the scheduled dates and times of operations will require written authorization from the Recreation Services Director.
 - C. City co-sponsored youth sports organizations and college sports teams will have the option to designate concession services during their primary season of play which may or may not include this concessionaire.
 - D. The City will have final determination of which products will be offered for sale. The City will receive and approve menu and

pricing options on an annual basis on or before March 1st of each year. Concessionaire will provide the city with an annual record of monthly sales per site. This must be submitted no later than December 1st of each contracted year.

- E. Concessionaire will provide bottled water to teams participating in tournaments at cost + 20% during each teams' scheduled game time only. The Tournament Director will provide Concessionaire with a finalized schedule of teams and times three days prior to the start of each tournament.

- F. Concessionaire must provide and maintain all concession stand food and equipment necessary and reasonable to conduct the concession activities, and such equipment shall remain the property of the Concessionaire. Concessionaire shall make no improvements, changes, alterations or additions to the concession facilities without the prior written approval of the Recreation Services Director. It is further agreed between the Concessionaire and the City that all improvements, changes, alterations and additions to the concession facilities at the park are to be accomplished at the sole cost and expense of the Concessionaire and shall become the property of the City upon the installation thereof and any and all persons furnishing labor and materials used in said work, shall do so upon the credit of the Concessionaire and any real estate and improvements improved by this Agreement shall not be held responsible therefore in any manner and shall not be subject to lien by any person whomsoever.

- E. Concessionaire will not maintain or permit any nuisance, public or private, on or around the premises herein contracted or violate any laws, statutes, ordinances and regulations; and all legal requirements relating to the premises and to the authorized business conducted thereon will be observed by the Concessionaire. The Concessionaire will not permit or suffer the premises to be used for the purpose of carrying on any illegal business or occupation and will use and occupy the demised premises in a careful, safe and proper manner and will not commit or suffer any waste.

- G. Concessionaire shall at all times maintain the facilities in a neat, clean and sanitary condition and shall at all times meet the standards of the State and County Departments of Health and all Federal, State and City codes, rules and regulations.

- H. Concessionaire must conduct activities at the concession stand and shall be operated in a manner consistent with Arizona state and local health laws, with adequate personnel and stock supplied by the Operator.
 - I. The quality of food served and the prices charged therefor shall be comparable to facilities of this type which are maintained in public places. Operator shall, at his expense, furnish all food and beverages (together with all the items which shall be chosen after consultation with the City) required for this operation.
 - J. Concessionaire shall not transfer or assign any portion of the concession facilities, operations or rights under this agreement without prior written approval of the City, which consent may be withheld in the City's sole discretion.
6. The Concessionaire 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, inactivity, condition or event arising out of the negligent performance or nonperformance of any provision of this agreement by concessionaire, its agents or independent subcontractors. The above cost incurred by the City of 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. The Concessionaire shall obtain and maintain in effect during the term of this Agreement a policy or policies of liability insurance with limits not less than those stated below:

Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products-Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The City of Prescott shall be named as an additional insured with respect to liability arising out**

of the activities performed by, or on behalf of the Concessionaire ".

Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: **"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Concessionaire, including automobiles owned, leased, hired or borrowed by the Concessionaire"**.

Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000

- a. Policy shall contain a **waiver of subrogation** against the City of Prescott.
7. In the event that any of the facilities owned by the City upon the land or property herein described, without any fault or neglect on the part of the Concessionaire, be partially or totally destroyed by fire, or so injured by fire or the elements or other unavoidable casualty, as to be unfit for use, then, and in any said events, the City shall have the option to rebuild and restore said premises to their original condition. There shall be no obligation on the part of the City to repair, restore or rebuild said premises to their original condition. The City will not be responsible to Concessionaire for damage occurring by fire, the elements or other avoidable casualty, to Concessionaire's movable fixtures, equipment, personal property or merchandise placed in and upon said premises by Concessionaire. In the event the City, in its sole discretion, elects not to repair, restore or rebuild said premises, written notice shall be given by the City to Concessionaire, at which time this agreement, as to those facilities damaged, shall terminate,

and the City shall have no further obligations or duty to Concessionaire for said damaged facilities.

8. The City or its agents may inspect the concession facilities herein contracted at any reasonable time. The City shall be provided one (1) key for the concession facility.
9. Upon the default by Concessionaire of any provision of this Agreement (all of which are deemed material) or upon the filing by or against the Concessionaire of a petition in bankruptcy or insolvency or for reorganization or for the appointment of a Receiver or Trustee for all or a portion of Concessionaire's property, or if Concessionaire makes an assignment for the benefit of creditors, the City may, at its sole option, cancel and terminate this agreement and reenter and take possession of the premises, facilities and equipment therein. Upon termination by the City, neither Concessionaire nor any person claiming through or under Concessionaire by virtue of any statute or any order of any court shall be entitled to possession of the demised premises nor assignment of Concessionaire's rights herein, but shall forthwith quit and surrender the same to the City.
10. Any and all personal property and other taxes assessed against the movable fixtures, equipment and personal property and merchandise placed in and upon said premises by Concessionaire shall be the sole obligation and responsibility of Concessionaire. Any and all franchise, excise and other taxes assessed against Concessionaire by virtue of the commercial business conducted on the demised premises and any license and other fees assessed against Concessionaire shall be the sole obligation of the Concessionaire.
11. It is agreed between the parties hereto that this written Contract contains all the covenants and agreements of the parties hereto and shall not be modified except by an instrument in writing signed by the parties hereto. Any notice given by either party pursuant to the terms and conditions of this contract shall be sufficient if mailed by prepaid postage or certified mail; addressed to the other party as follows:

ATTENTION: City Clerk
City of Prescott
P.O. Box 2059
Prescott, AZ 86302

With copies to: Recreation Services Director
City Attorney

Sherri Ruth
7620 Winners Circle
Prescott Valley, AZ 86315

Any such notice shall be effective as of the date of mailing thereof, and any notice given either party must be made in writing and may be personally delivered to the party, with such personal delivery to be effective as the date of such deliverance.

12. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's 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.
13. The agreement shall be construed under the laws of the State of Arizona.
14. The covenants, conditions, terms and revenues contained hereinabove shall extend to and be binding upon the City, upon concessionaire, its heirs, personal representatives and assignees.
15. Pursuant to A.R.S. ss.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 event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this contract, arising as a result of this contract.
16. 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.
17. It is expressly agreed and understood by and between the parties that the Concessionaire is being retained by the City as an independent concessionaire, and as such the Concessionaire 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 other than that compensation as set forth in Section 3 above. As an independent concessionaire, the Concessionaire 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 concessionaire, the Concessionaire 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.

18. Prior to the final payment to the concessionaire, 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 Concessionaire, and shall apply those monies to the appropriate account. Concessionaire shall provide to the City any information necessary to determine the total amount(s) due.
19. The Concessionaire, 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 Concessionaire 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 as amended.
20. 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.

DATED this ____ day of November, 2008.

Debbie Horton
Recreation Services Director

ATTEST:

APPROVED AS TO FORM:

Elizabeth A. Burke
City Clerk

Gary D. Kidd
City Attorney

CONCESSIONAIRE:

Sherri Ruth

COUNCIL AGENDA MEMO – 11/18/2008 & 11/25/2008

DEPARTMENT: Economic Development

AGENDA ITEM: Agreement for Services with Prescott Area Arts and Humanities Council

Approved By:

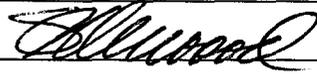
Date:

Department Head: Jane Bristol

11/13/08

Finance Director:

City Manager: Steve Norwood



11/13/08

BACKGROUND

The City of Prescott and PAAHC entered into an Agreement for Services, #2005-340, which was effective January 31, 2006 and extended for two additional one-year periods. It expired on June 30, 2008.

In an effort to clarify and solidify the services provided by PAAHC to the City, the agreement has been revised after meeting with PAAHC and City representatives as follows:

1. Footnote 1, Page 1 – Non profit entities may have a 501 (c) (6) designation.
2. Section 2.3, Page 3 – Clarified to read "Funds remitted to ..." Also, funds not used may be retained for award in a subsequent year.

FUNDING

PAAHC is funded through the Bed Tax Fund based on collections in the prior fiscal year. Arts funding has been budgeted at \$51,054 for FY09, which is 7.5% of total bed tax collected.

A request for funding specific arts projects will be made at a later date when the PAAHC grant application process is complete.

Recommended Action: MOVE to approve an Agreement for Services with Prescott Area Arts and Humanities Council for a period of one-year from July 30, 1008, with two additional one-year periods.

AGREEMENT FOR SERVICES

City Of Prescott and Prescott Area Arts and Humanities Council

Agreement made by and between the City of Prescott (COP), a municipal corporation with offices at 201 S. Cortez Street, Prescott, Yavapai County, Arizona, and the Prescott Area Arts and Humanities Council, Inc. (PAAHC), an Arizona non-profit corporation, mailing address: Prescott Area Arts and Humanities Council, P. O. Box 2292, Prescott, AZ 86302, effective as of the date written below.

RECITALS

- A. City of Prescott seeks the services of a non-profit¹ entity to increase the cultural profile of Prescott by supporting Prescott non-profit arts and humanities organizations in their producing programs²; by stimulating public and private support for arts and cultural endeavors in Prescott; by promoting and preserving Prescott's uniquely diverse arts and cultural communities and organizations; by increasing opportunities for all Prescott residents to experience arts and culture in a meaningful way; by utilizing and developing existing artistic and cultural expertise in the community; by increasing opportunities for educational experiences in the arts of Prescott students; and by managing a granting program that distributes available City funding to arts and cultural activities that meet these goals; and,
- B. PAAHC is a local arts and cultural agency dedicated to promoting, supporting, coordinating, developing and advocating arts and humanities organizations and programs in the Prescott area for the public benefit. As a public agency with representation by the leadership of a major portion of the arts and cultural community in the Prescott area, PAAHC is able to and offers to provide he services required by COP.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, COP and PAAHC agree as follows:

1 SERVICES TO BE PERFORMED BY PAAHC

- 1.1 Build support for the arts, culture, and humanities in the community of Prescott;
- 1.2 Serve as a coordinating agency for arts, cultural and humanities programs in the Prescott area, and provide a free arts and culture calendar on the internet for Prescott residents and visitors to the area;
- 1.3 Expand Prescott's role as a center for arts and culture while meeting the needs of the Prescott area, and expand Prescott's role as a cultural destination, collaborating with the Prescott Area Coalition for Tourism;

¹ Non profit as determined by federal registration under the 501(c)(3) or 501(c)(6) designations.

² Programs may be construed to result in the creation of an object.

- 1.4 Promote recognition of COP's role in providing funding to arts and cultural organizations and activities in the community.
- 1.5 Coordinate its activities with community, state and federal long-range plans of the Arizona Commission on the Arts, the National Endowment for the Arts, and the Arizona Arts Education Plan.
- 1.6 Provide technical assistance and guidance in management of arts and cultural organizations, individuals or groups, as requested by these entities and with the approval of the PAAHC Board of Directors;
- 1.7 Make grants of available City funds to performing and/or cultural arts entities in accordance with the criteria and procedures set forth in Exhibit A, and criteria as adopted by the City Council. In order to do this:
 - 1.7.1 PAAHC will appoint a five-person review panel composed of Prescott residents, leaders in the local arts community, and local businesspersons, with one member appointed by the Prescott City Mayor, which will review each funding request according to the criteria in Exhibit A, and criteria as adopted by City Council, and using the proposal ranking system similar to that in Exhibit B.
 - 1.7.2 PAAHC will present allocations approved by its Board of Directors to COP, providing written justification for all recommendations.
 - 1.7.3 PAAHC will be responsible for notifying organizations of reporting requirements and payment schedules and for enforcing these requirements. PAAHC shall ensure that it and all grantees operate within the guidelines set forth in the COP's policy on arts funding.
 - 1.7.4 PAAHC will disburse approved allocations and otherwise administer all funds covered by this agreement, monitoring funded programs and finances, and will submit an annual report to COP on the status of these programs no later than July 30, 2009.
 - 1.7.5 PAAHC will ensure that each funded program properly recognizes COP and PAAHC as sponsors.
- 1.8 PAAHC will provide the following deliverables:
 - 1.8.1 Request for proposals document.
 - 1.8.2 Service Contract between PAAHC and funded organizations.
 - 1.8.3 Recommendations for funding (organization, amount requested, amount recommended, project description and other pertinent information).
 - 1.8.4 Rating or evaluation form used in scoring applicant proposals.

- 1.9 Insurance certificate for each funded organization, with COP and PAAHC named as additional insured, in an amount of not less than one million dollars (\$1,000,000).

2 COMPENSATION

- 2.1 PAAHC shall make every possible effort to obtain funding from sources other than COP, including financial participation agreements with other governments and government agencies, grants, donations, and any other sources of funding as may become part of the annual budget.
- 2.2 COP will pay five hundred dollars (\$500) to PAAHC as support to PAAHC, which will be paid to PAAHC in one payment no later than December 1, 2008.
- 2.3 Funds remitted to PAAHC by COP and which remain in PAAHC's possession at the end of the term of this Agreement will either be refunded to COP within fifteen (15) days after termination of the Agreement or carried over to the next year's funding cycle; however, the \$500 for PAAHC's administrative expenses shall be retained by PAAHC.

3 ACCOUNTABILITY

- 3.1 PAAHC shall submit to COP a financial statement detailing all of its revenues and expenditures no later than July 30 of each year during the term of this Agreement or any extensions thereof. This report shall be in a manner approved by COP.
- 3.2 PAAHC shall establish and maintain an accounting system which will comply with generally accepted accounting principals.
- 3.3 COP may withhold or nullify, in its sole discretion, in whole or in part, the appropriated funds as may be necessary for the following reasons:
- 3.4 Services not rendered, as revealed by investigation by COP; or
- 3.5 Failure to supply information or reports as requested by COP in a timely and reasonable fashion; or
- 3.6 Non-compliance with agreed upon disbursement documentation, accounting procedures, and performance; or
- 3.7 Failure of PAAHC to make payments, disbursements or grants to subcontractors or grant recipients.

4 GENERAL PROVISIONS

- 4.1 This agreement shall be effective upon approval of this Agreement by the City Council, and shall continue in force until July 30, 2009. This Agreement may be renewed under the same terms and conditions of this Agreement upon the mutual

consent of the parties for two additional one-year periods. Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause.

- 4.2 Pursuant to A.R.S. Section 38-511, the City may cancel this agreement without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the Contract 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 Contract 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 further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this agreement on behalf of the City from any other party to the agreement, arising as a result of the agreement.
- 4.3 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
City Manager
P. O. Box 2059
Prescott, AZ 86302

With copies to:

City of Prescott
Budget and Finance Director
P. O. Box 2059
Prescott, AZ 86302

PAAHC President
110 S. Montezuma Street, Suite H
Prescott, AZ 86303

- 4.4 It is expressly agreed and understood by and between the parties that PAAHC is an independent contractor, and as such PAAHC 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 other than that compensation as set forth in the Compensation Section of the Contract. As an independent contractor, PAAHC 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 Contract, or as a result of its employment of a business manager. As an independent contractor, PAAHC further agrees 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. The parties expressly acknowledge that

provisions of this Paragraph shall also be binding upon PAAHC's business manager, and that PAAHC shall include this paragraph in any employment contract or contracts into which it enters.

- 4.5 This Agreement is non-assignable by PAAHC.
- 4.6 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.
- 4.7 This Agreement shall be construed under the laws of the State of Arizona.
- 4.8 This Agreement represents the entire and integrated Agreement between the City and PAAHC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and PAAHC. 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.
- 4.9 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.
- 4.10 PAAHC 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 PAAHC's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of PAAHC or its agents. PAAHC 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 PAAHC has or may have against the City, its agents or employees, arising out of or in any way connected with PAAHC's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
- 4.11 All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable policy or binder.
- 4.12 PAAHC, with regard to the work performed by it after award and during its performance of the agreement, 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. PAAHC 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 Orders 99-4 and 2000-4.

4.13 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. PAAHC further agrees that this provision shall be contained in all contracts for funding entered into pursuant to this Agreement.

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

DATED this ____ day of _____, 2008.

PRESCOTT AREA ARTS AND HUMANITIES COUNCIL

By: _____
Name: _____
Title: _____

COUNCIL AGENDA MEMO – 11/18/08 & 11/25/08

III-C

DEPARTMENT: Economic Development

AGENDA ITEM: Resolution No. 3920-0926 authorizing the formation of an Enterprise Zone, designating the boundaries of the Zone, appointing representatives from the Prescott City Council to serve on the Zone Commission; and authorizing the City to enter into an intergovernmental agreement with Yavapai County to form the Enterprise Zone Commission

Approved By:

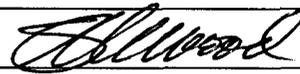
Date:

Department Head: Jane Bristol

11/12/08

Finance Director:

City Manager: Steve Norwood



11/13/08

BACKGROUND

The current Yavapai/Prescott Enterprise Zone expires on December 31, 2008 and requires an application for renewal be submitted to the Arizona Department of Commerce by November 28, 2008. The existing zone includes lands in unincorporated Yavapai County, including the Yavapai-Prescott Indian Reservation. This renewal does not change the boundaries of the existing Enterprise Zone which meets all the criteria of ARS Section 41-1521, et. seq. The statutes also require the formation of an Enterprise Zone Commission comprised of three City Council representatives and one Yavapai County representative, which would jointly administer and manage the Enterprise Zone activities.

PROCESS

The following meetings have been scheduled in order to complete the process of submitting an application to the Arizona Department of Commerce by the deadline.

Council consideration and approval	11/18/08
County consideration and approval:	11/17/08
Enterprise Zone Commission meeting:	11/18/08
Application Submittal:	By 11/28/08
Application Approved by ADOC:	February 2, 2009
Enterprise Zone renewal effective:	February, 2009

TRIBAL PARTICIPATION

The statutes do not specifically address participation by Indian Tribes and consider them to be inclusive of unincorporated County land. The Yavapai-Prescott Indian Tribe accepted an advisory position on the Enterprise Zone Commission when it was first formed in 2003. They intend to send a letter of support to the City to continue their participation in this program.

Agenda Item: Resolution No. 3920-0926 authorizing the formation of an Enterprise Zone, designating the boundaries of the Zone, appointing representatives from the Prescott City Council to serve on the Zone Commission; and authorizing the City to enter into an intergovernmental agreement with Yavapai County to form the Enterprise Zone Commission

ENTERPRISE ZONE COMMISSION

The Enterprise Zone Commission meets a minimum of two times each fiscal year. The commission is currently comprised of Mary Ann Suttles, Chairman; Councilman Bob Roecker, and Councilman Bob Bell, as well as Carol Springer representing Yavapai County. The Commission will meet on Tuesday, November 18th to review the application for renewal.

Recommended Action: (1) MOVE to adopt Resolution No. 3920-0926; and (2) MOVE to authorize Councilmen _____, _____, and _____ to serve on the Enterprise Zone Commission effective with the renewal of the Prescott/Yavapai Enterprise Zone.

RESOLUTION NO. 3920-0926

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE FORMATION OF AN ENTERPRISE ZONE; DESIGNATING THE BOUNDARIES OF THE ENTERPRISE ZONE; APPOINTING REPRESENTATIVES FROM THE PRESCOTT COUNCIL TO SERVE ON THE ENTERPRISE ZONE COMMISSION; AND AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY TO FORM THE ENTERPRISE ZONE COMMISSION

RECITALS:

WHEREAS, the Arizona Department of Commerce has initiated an Enterprise Zone Program that provides for the annual designation and renewal of State Enterprise Zones; and

WHEREAS, this program's intent is to improve economically depressed sections of cities and rural areas through the development of job-creating uses; and

WHEREAS, the State's program offers tax credits to qualified Enterprise Zone businesses certifying that at least 35 percent of their new qualified employees are Enterprise Zone residents, to be supplemented by other local initiatives; and

WHEREAS, the City of Prescott, a municipal corporation, and the County of Yavapai identified an area that meets the State's eligibility criteria for Enterprise Zone designation that is described on Exhibit "A" to this resolution and desire to renew the Prescott/Yavapai Enterprise Zone; and

WHEREAS, this area offers excellent transportation access, vacant land for development, appropriate zoning for commercial/industrial development, and adequate population base for businesses to attract Enterprise Zone residents as employees; and

WHEREAS, the City of Prescott and the County of Yavapai have identified types of local development assistance that would be available to Enterprise Zone businesses according to the Enterprise Zone Commission's criteria and the project's consistency with other current economic development goals; and

WHEREAS, the City of Prescott and the County of Yavapai are strongly committed to economic development activities that create jobs and encourage the creation of employment opportunities for unemployed/underemployed individuals; and

WHEREAS, the City of Prescott supports and agrees to renewal of the designation of a State Enterprise Zone within the City of Prescott and the County of Yavapai.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Prescott, Arizona, as follows:

SECTION 1. That the renewal of the Prescott/Yavapai Enterprise Zone under the provisions of A.R.S. Section 41-1521, et seq., be and the same herewith authorized and approved for the area designated in Section 2 of this Resolution.

SECTION 2. The Zone Boundaries of the Enterprise Zone herein approved shall be those boundaries as are set forth in Exhibit "A".

SECTION 3. The Council, by motion, shall appoint three of its members to serve on the Enterprise Zone Commission until the successors are duly appointed.

SECTION 4. That this City enters into an intergovernmental agreement in the form attached hereto as Exhibit "B" with the County of Yavapai for the purpose of renewing the Enterprise Zone within the Zone Boundaries and to establish a commission under Title 11, Chapter 7, Article 3.

SECTION 5. That upon the formation of the Enterprise Zone Commission required under the provisions of A.R.S. Section 41-1522, such Enterprise Zone Commission is hereby authorized to submit an application on behalf of the City of Prescott and the County of Yavapai for the proposed Zone within the Zone Boundaries.

SECTION 6. That the proposed Zone as presently configured will satisfy the size, population and poverty requirements established by the Arizona Department of Commerce.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 25th day of November, 2008.

JACK D. WILSON, Mayor

ATTEST:

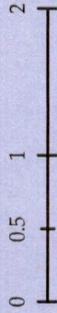
APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

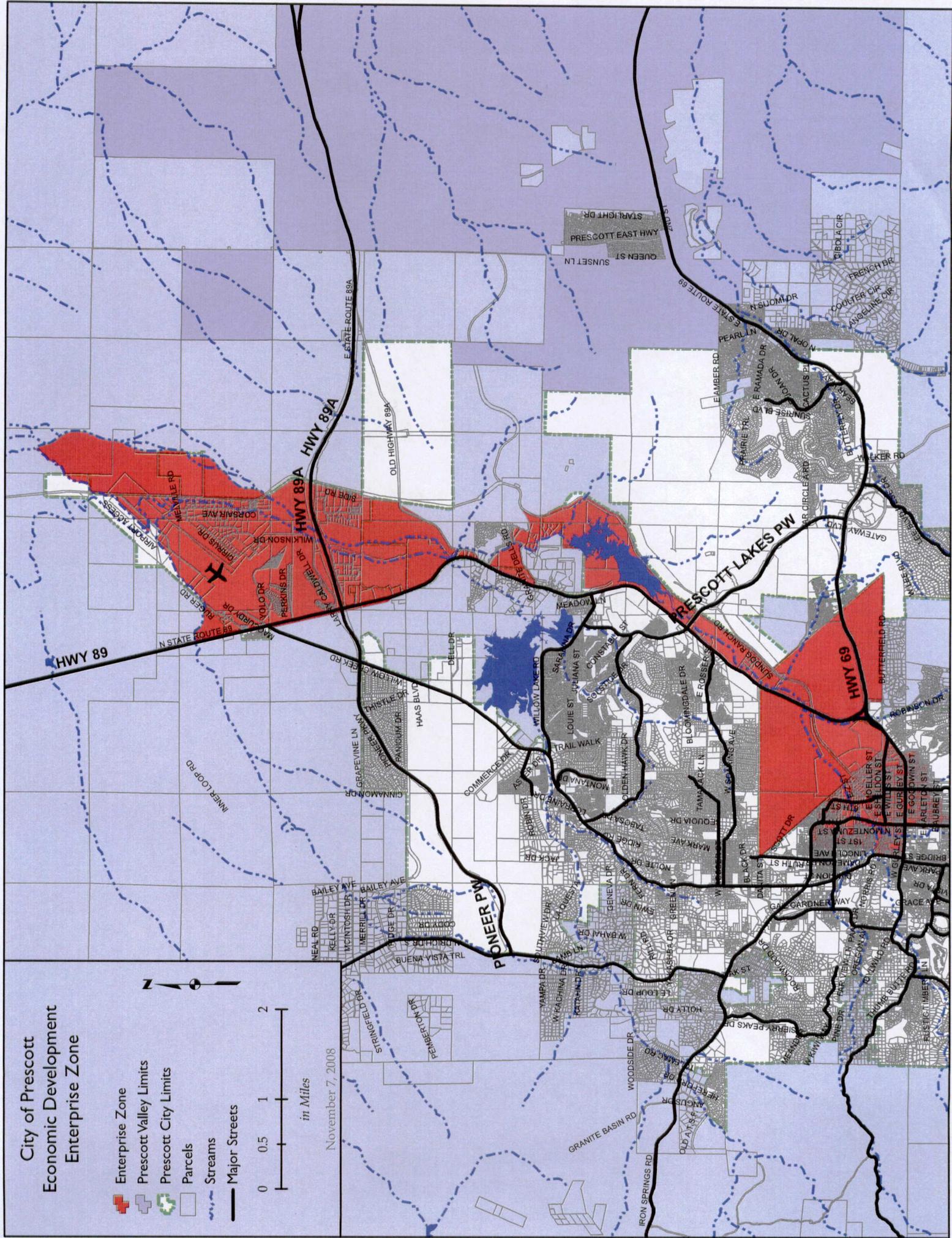
GARY D. KIDD, City Attorney

City of Prescott Economic Development Enterprise Zone

-  Enterprise Zone
-  Prescott Valley Limits
-  Prescott City Limits
-  Parcels
-  Streams
-  Major Streets



November 7, 2008



INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") dated this _____ day of November, 2008 by and between Yavapai County, a political subdivision of the State of Arizona, (hereinafter the "County") and the City of Prescott (hereinafter the "City").

RECITALS

WHEREAS, ARS Sections 41-1521, et seq., provide for the creation and renewal of Enterprise Zones; and

WHEREAS, the purpose of such Enterprise Zones is to improve economically depressed sections of municipalities and rural areas through the development of job-creating uses; and

WHEREAS, the Enterprise Zone Program offers income tax credits to qualified zone businesses meeting certain eligibility requirements; and

WHEREAS, the City of Prescott and the Board of Supervisors of Yavapai County have identified an area that meets the State's eligibility requirements for Enterprise Zone designation; and

WHEREAS, A.R.S. Section 41-1522(4) provides that if the proposed Enterprise Zone would be located in an incorporated city or town, as well as part or all of the unincorporated portions of the county, the governing bodies of the affected jurisdictions shall establish a commission through an Intergovernmental Agreement under Title 11, Chapter 7, Article 3 of the Arizona Revised Statutes; and

WHEREAS, having complied with applicable statutory requirements, the City Council of the City of Prescott and the Board of Supervisors of the County of Yavapai previously formed such an Enterprise Zone and each of said entities has adopted an appropriate resolution to renew the Enterprise Zone Commission; and

WHEREAS, ARS Section 41-1524 requires that an application be submitted to the Arizona Department of Commerce (hereinafter the "Department") for designation or renewal of a qualified area as an Enterprise Zone.

NOW THEREFORE, in consideration of the mutual promises, covenants and undertakings as more particularly set forth below, the parties do hereby agree as follows:

1. The parties hereby renew an Enterprise Zone Commission, to be known as the Prescott/Yavapai Enterprise Zone Commission (hereinafter the "Commission") to establish, administer and manage the Enterprise Zone with boundaries shown in Exhibit "A", which shall be known as the Prescott/Yavapai Enterprise Zone (hereinafter the "Enterprise Zone").

2. Representatives from the County Board of Supervisors and the City Council of Prescott shall comprise the Commission based on the relative population of the incorporated and unincorporated areas within the proposed Enterprise Zone as provided in ARS Section 41-1522(B)(4)(b). Based upon current relative populations within the respective entities, the parties agree that the Commission shall consist of three (3) representatives from the Prescott City Council and one (1) representative from the County Board of Supervisors.
3. This Agreement shall be effective as of the date and year first-above written and shall remain in force for a five-year period following said effective date. It may thereafter be renewed for successive five-year terms upon mutual agreement of the parties, subject to approval by the Department of an application by the Commission for renewal of the Enterprise Zone. Should the Department decline to approve the initial application for the Enterprise Zone, this Agreement may be terminated by either party upon written notice to the other party of intent to terminate. Should the Department decline to approve an application for renewal of the Enterprise Zone, this Agreement shall terminate as of the date of expiration of the then-current authorized term unless extended by mutual agreement of the parties.
4. The purpose of this Agreement is to allow for the renewal, management and administration of the Enterprise Zone in the manner provided by Title 41, Chapter 10, Article 2 of the Arizona Revised Statutes (ARS Section 41-1521 et. seq.).
5. The Commission, subject to mutual agreement of the parties, may apply to the Department for amendment of the boundaries of the area designated as the Enterprise Zone.
6. The joint undertaking authorized pursuant to this Agreement shall utilize existing staff resources of the parties and such other financial and other resources as may be agreed upon by the parties in the future. Appropriate budget and financial control procedures shall be jointly developed and approved by the parties and shall be implemented on or before the date of the Department's approval of an application for establishment or renewal of the Enterprise Zone.
7. This Agreement is subject to the provisions of ARS Section 38-511 (the pertinent portions of which are incorporated herein by reference).
8. The parties hereby authorize the "Commission to submit an application to the Department for designation and renewal of the area described in Exhibit "A" as an Enterprise Zone and to manage and administrate the "Enterprise Zone subject to the terms and conditions of this Agreement

and as provided in Title 41, Chapter 10, Article 2 of the Arizona Revised Statutes (ARS Section 41-1521 et. seq.).

9. Pursuant to ARS Section 11-952(G), this Agreement shall be filed in the Office of the Yavapai County Recorder.

APPROVALS

ATTEST:

CITY OF PRESCOTT

Elizabeth A. Burke, City Clerk

Jack D. Wilson, Mayor

ATTEST:

COUNTY OF YAVAPAI

Julie Ayers, Clerk of the Board

Carol Springer, Chairman

DETERMINATIONS OF COUNSEL

Pursuant to **ARS Section 11-952(D)** I have reviewed the forgoing Intergovernmental Agreement and have determined that said Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

David Hunt
Deputy County Attorney

Date

Pursuant to **ARS Section 11-952(D)** I have reviewed the forgoing Intergovernmental Agreement and have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Prescott.

Gary D. Kidd
City Attorney

Date

COUNCIL AGENDA MEMO – November 18, 2008

DEPARTMENT: City Manager

AGENDA ITEM: Approval of Water Service Agreement with Granite Gate Retirement Community, LLC

Approved By:

Date:

Deputy City Manager: Craig V. McConnell	<i>Craig McConnell</i>	11-7-08
Finance Director: Mark Woodfill		
City Manager: Steve Norwood	<i>SNorwood</i>	11/13/08

Item Summary

This item is to approve a water service agreement with Granite Gate Retirement Community, LLC, for a proposed expansion on their site in the Granite Dells. Though located in the unincorporated area, the City provides water service to the existing facility pursuant to a prior commitment. This agreement is for water service only, and will have no impact on the City's water budget since the property owner will be providing water credits adequate to serve the new demand.

At their meeting of October 27, 2008, the Council's Water Allocation Committee unanimously supported the Granite Gate Retirement Community, LLC, request.

Background

Granite Gate Retirement Community currently receives water service from the City under a 1984 Easement Agreement with Adelle Williams. The 117 existing units have an actual average per-unit usage of 0.14 acre-feet per year. Granite Gate is proposing phased addition of a 55-unit assisted living development (similar to existing units), and a 60-bed rehabilitation/Alzheimer's facility. Although the site is in the unincorporated county, it is now and will continue to be served by City sewer.

The property owner does not wish to annex, but is willing to bring to the City the amount of assured water supply credits needed to serve the proposed expansion if the City will agree to serve the new units. Based upon the City's current Water Management Policy and existing usage data, the amount of water credits needed would be 1,925 (55 units x 0.35 acre-feet/year x 100 years). If the property owner requests water service after July 11, 2009 (the date the recently updated impact fees take effect), the new multi-unit allocation of 0.25 acre-feet/year/unit would be applied and Granite Gate would need to provide 1,375 credits (55 x .0.25 acre-feet/year x 100 years). The non-residential component of the per-unit allocation (0.35 or 0.25, as applicable) would be sufficient to cover water usage of the rehab/Alzheimer's facility, which is classified as non-residential according to the City's water management policy.

Agenda Item: Approval of Water Service Agreement with Granite Gate Retirement-Community, LLC

Regarding the payment of impact fees, ARS 9-463.05.B.3 states: "The municipality shall provide a credit toward the payment of a development fee for the required dedication of public sites, improvements and other necessary public services included in the infrastructure improvements plan and for which a development fee is assessed, to the extent the public sites, improvements and necessary public services are provided by the developer." The City Attorney has advised that this statute requires the City to credit to the property owner/developer the cost of the assured water supply credits provided, up to but not exceeding the total amount of the Water Resource Development Fee assessed for expansion of the facility. The City's separate Water System and Wastewater System Impact Fees will still be applicable and unaffected by the credit for the water supply credits being furnished.

Budget

Because the property owner/developer will be providing to the City the water credits necessary to serve the additional units, there will be no net impact to either the City's water or financial budgets. The water credits will be conveyed to the City, which in turn will allocate an equal quantity of water resource back to the development.

Attachments - Water Service Agreement
- Current Water Budget

Recommended Action: MOVE to approve the Water Service Agreement with Granite Gate Retirement Community, LLC.

**AGREEMENT FOR POTABLE WATER
GRANITE GATE RETIREMENT COMMUNITY, LLC**

WHEREAS, Granite Gate Retirement Community, LLC (hereinafter referred to as "Applicant") is the owner of certain real property to which the City of Prescott is currently providing water service in fulfillment of a contractual obligation; and

WHEREAS, Applicant wishes to secure approval for the provision of potable water for additional development on the foregoing property from the City of Prescott (hereinafter referred to as "City"); and

WHEREAS, the Applicant contemplates construction an additional fifty-five (55) dwelling units and two thirty- (30) unit rehabilitation/Alzheimer's centers on the property; and

WHEREAS, the Applicant does not meet the current Prescott City Code provisions for water service, but is still a party to the aforementioned contractual obligation; and

WHEREAS, the Applicant has agreed to convey assured water supply (AWS) credits to the City to serve the additional demand on the property in accordance with the Water Management Policy; and

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

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

1. The project or development being consistent with and conforming to, and furthering the implementation of, and is not contrary to, the adopted Water Management Policy; and
2. That the City's plans and goals are not adversely affected, since the subject property is outside of the City limits; and
3. The project being in accord with the duly adopted Prescott Water Budget.

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

1. That this Agreement shall relate to that property more specifically described as Yavapai County Assessor Parcel Numbers 106-10-014K and 106-10-014L, more particularly described in the attached Exhibit "A" (hereinafter referred to as the "Property").
2. That upon receipt of notice from the Arizona Department of Water Resources that the AWS credits have been conveyed to the City's designation, the City will set aside and allocate an annual amount of water to serve the Property, subject to the following:

A. That the amount of AWS credits required to be conveyed to the City shall be determined by the date of building permit application. Prior to July 11, 2009, the amount of AWS credits required shall equal 0.35 acre-feet/dwelling unit x 100 years or 1,925 AWS credits. After July 11, 2009, the amount of AWS credits required shall equal 0.25 acre-feet/dwelling unit x 100 years, or 1,375 AWS credits. Water service shall not be activated until the credits are conveyed and approved by ADWR.

B. That the City will set aside and allocate either 19.25 acre-feet or 13.75 acre-feet annually of potable water to serve the Property in accordance with Section 2.A. above.

C. That the Applicant shall be solely responsible for the costs of any water main extension or upgrade required to serve the Property.

D. That the Applicant shall tie the additional development onto the City's Sanitary Sewer System and shall be responsible for any and all costs associated therewith.

E. That the Applicant shall pay applicable water and wastewater impact fees in effect at the time of building permit application. The Applicant may produce documentation of the cost of acquiring the AWS credits conveyed to the City for a credit towards the Water Resource Development Fee (WRDF) assessed on the project. The credit shall not be greater than the total WRDF assessed by the City, and the Applicant agrees to pay the full amount of the Water System and Wastewater System Impact fees if an additional meter is installed on the Property.

F. In the event that fifty-five dwelling units are not constructed within three (3) years, then and in that event, the amount of potable water set aside for the Property pursuant to this Agreement shall be reduced by either 0.35 acre-feet or 0.25 acre-feet for each such unit not constructed, in accordance with Section 2.A. above, and the City will convey back to Applicant the associated AWS credits for each such unit not constructed. In the event that the fifty-five dwelling units are not constructed, but the rehabilitation/Alzheimer's facility is constructed, the City shall retain 550 AWS credits to account for the facility's water use, and convey the remaining credit back to the Applicant.

G. That the installation of any additional well on the Property shall result in the termination of this Agreement.

3. This Agreement shall be contingent upon the approval by the Yavapai County Board of Supervisors of the Applicant's request for an adjustment to the PAD requirement.

4. This Agreement shall run with the land, and shall be binding upon the Property owner's successors in interest and assigns.

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 this agreement on behalf of the City is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this agreement.

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

7. 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.

8. Time is of the essence in this agreement. The failure of either party to require strict performance of any provision of this agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this agreement in accordance with the terms hereof, and without notice.

9. 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.

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

APPLICANT:
GRANITE GATE RETIREMENT COMMUNITY, LLC

DATED this _____ day of _____, 2008.

By: _____

CITY OF PRESCOTT:

DATED this _____ day of _____, 2008.

JACK D. WILSON
Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

STATE OF ARIZONA)
)ss.
COUTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by x _____, the _____ of Granite Gate Retirement Community, LLC, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

[Seal]

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Jack D. Wilson, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

[Seal]

Notary Public

City of Prescott Water Management Policy 2006-2010 Budget

Summary--11/18/2008

Year	Start	2006	2007	2008	2009	2010	TOTALS
Yearly Allocation		200	200	200	200	200	1,000.00
Market		160	160	160	160	160	800.00
Workforce		40	69.85	69.85	40	40	229.85
Total Allocated-Market		101.70	146.85	122.67	40.00	40.00	451.22
Total Allocated-Workforce		10.15	40.00	16.00			66.15
Total Allocated-Yearly		111.85	186.85	138.67	40.00	40.00	517.37
Less Expired/ Terminated Allocations		-	-				-
Total Allocated-Contingency		-	-				-
Market Allocation Remaining*		58.30	13.15	37.33	120.00	120.00	
Workforce Allocation Remaining**		29.85	29.85	53.85	40.00	40.00	
Yearly Allocation Remaining		88.15	13.15	61.33	160.00	160.00	
Total Allocation Remaining		946.45	759.60	620.93	580.93	540.93	540.93
Contingency	73.90	58.30	13.15				145.35

*Remaining 2007 Market Allocation Added to Contingency Account for 2008

**Remaining 2007 Workforce Allocation Added to Workforce Account for 2008

COUNCIL AGENDA MEMO – November 18, 2008

III-E

DEPARTMENT: City Manager

AGENDA ITEM: Approval of Amendment One to Contract No. 2008-180 with HydroSystems, Inc., for Underground Storage Facility Permit Renewal Hydrological Study

Approved By:

Date:

Deputy City Manager: Craig V. McConnell <i>Craig McConnell</i>	11-7-08
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>Steve Norwood</i>	11/13/08

Item Summary

This item is to amend Contract No. 2008-180 to compensate HydroSystems, Inc. (HSI), for additional work required by the Arizona Department of Water Resources (ADWR) for renewal of the City's Underground Storage Facility Permit.

Background

The City contracted with HSI in January 2008 to conduct a new hydrological study for its Underground Storage Facility located at the Airport, in order to renew the City's permits for the recharge and storage of treated effluent and surface water. In conjunction with the City's application to modify its Assured Water Supply designation, the permit must be modified to identify additional recharge basins and request an increase in the water storage quantity. In order to comply with these requirements, HSI proposed to ADWR use of that agency's groundwater model to prepare the hydrological report and permit modifications. However, the ADWR groundwater model proved to be inadequate to evaluate the local conditions, and required additional work not anticipated in the original contract scope.

Further complicating the situation was ADWR's insistence that HSI recalibrate ADWR's own model at the City's expense, even though the recalibration still would not produce the results needed to evaluate the site impacts. After many meetings with ADWR, a new approach has been agreed upon in order to complete the permit renewal application.

Amendment One provides for recovery of costs HSI incurred while attempting to resolve the issues surrounding ADWR's model, but at a discounted rate in recognition that the costs were not due to any action or inaction on the City's part. The amendment also includes estimated costs forward for accomplishing the analytical work recently approved by ADWR in order to respond to the issues that agency raised.

Various actions on the part of ADWR have directly caused the City to incur these increased costs, for which a bill will be sent to that agency requesting reimbursement.

Agenda Item: Approval of Amendment One to Contract No. 2008-180 with HydroSystems, Inc., for Underground Storage Facility Permit Renewal Hydrological Study

Budget

The original contract amount of \$58,400.00 has been expended. Amendment One will increase the amount by \$37,000, to a new total of \$95,400.00. Sufficient monies are available in the Water and Wastewater Funds to support the revised contract amount.

Attachment - Scope of Work for Amendment One to Contract No. 2008-180

Recommended Action: MOVE to approve Amendment One to Contract No. 2008-180 with HydroSystems, Inc., in an amount not to exceed \$37,000.00 for the Underground Storage Facility Permit Renewal Hydrological Study .

CITY OF PRESCOTT
Underground Water Storage Permit Modifications
Scope of Work for Amendment One to Contract No. 2008-180

HydroSystems, Inc. (HSI) prepared the Underground Storage Facility (USF) and Water Storage (WS) permit applications for the City of Prescott Recharge Facility. Prior to proceeding with the applications, HSI presented a proposal to ADWR to use ADWR's own Prescott Model, updated in 2004 by NAU's Timmons and Springer, to evaluate the potential impacts of the facility. ADWR approved the use of their regional model. Early in their efforts HSI discovered that the model was poorly documented and did not include supporting databases. ADWR was contacted three times to request the data, but since ADWR was never provided the data by NAU, the needed data could not be provided to HSI. As a result, HSI had to recreate the databases to determine how the stresses were applied in the model in order to update it in a consistent manner. Consequently, completing the model required far in excess of the number of hours estimated for this work. After completing the update and submitting the model with the application, ADWR issued an Incomplete and Incorrect (I&I) letter on August 5, 2008. In the letter, ADWR indicated their previously approved model was inadequate to evaluate the local conditions at the site. ADWR's I&I letter requested that the City recalibrate the ADWR model (at City expense).

HSI discussed their concerns with Prescott and then ADWR, strongly recommending that this was not the best approach since recalibration would be very costly to undertake, and would not provide ADWR with conclusive identification of site specific impacts. With the City's approval HSI prepared and presented a reasonable analysis for ADWR's consideration using historical data from the facility indicating no unreasonable harm has occurred over the life of the current permit, and none is likely to occur in the future. ADWR determined this analysis to be unacceptable for projecting future impacts on the basis of volumetric variation.

ADWR has recently recommended an approach that they will approve as part of a response to the August, 2008, I&I letter. HSI is seeking written confirmation of the ADWR recommendation.

This amendment covers professional services necessary to complete permitting to modify the existing City of Prescott (COPR) Underground Storage Facility and Water Storage permits, and provides for additional costs incurred to date which were without the fault or negligence of either the City or HSI, but rather directly attributable to the actions of ADWR.

Task 600 Model Completion

This task pertains to time spent in excess of the previously budgeted hours to complete Task 200 modeling for the USF permit. HSI incurred \$46,000.00 in additional costs beyond the estimated budget arising from the aforementioned

circumstances. The City has already authorized application of the contingent services item of the original contract in the amount of \$10,000.00 to offset the additional cost. With respect to the \$36,000.00 balance for this task, HSI has agreed to reduce the amount payable from \$36,000.00 to \$11,000.00.

Task 600 Additional Amount: \$11,000.00.

Task 700 Completing Response to Agency Review

This task includes time spent working through the issues ADWR identified in their August 5, 2008, I&I letter; in meetings and teleconferences with ADWR, City technical staff and legal personnel regarding the ADWR request to recalibrate the model. HSI incurred expenses of approximately \$16,000.00 in addition to the budgeted amount, both to answer the original ADWR questions, and with City approval, to investigate and develop two additional approaches different from the numerical model in the original contract scope of work.

ADWR has recently identified an acceptable, modified analytical approach. The cost to complete the analysis, obtain ADWR feedback, and formally submit it in response to the I&I letter is estimated at \$10,000.00. This does not, however, include unforeseen additional analyses which ADWR might require beyond those necessary to respond to the I & I letter.

This task also includes review and comment on the draft permits.

Estimated Task 700 Additional Amount: \$26,000.00

Total Estimated Cost for Amendment One (Tasks 600 and 700): \$37,000.00

COUNCIL AGENDA MEMO – November 18 & 25, 2008

III-f

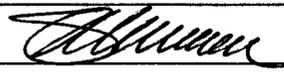
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DEPARTMENT: POLICE

AGENDA ITEM: Recommendation for Council to approve acceptance of 410-federal grant funds in the amount of \$60,000 from the Governor's Office of Highway Safety to be used during the period of October 2008 through September 2009 for continued operation of the Tri-City DUI Task Force.

Approved By:

Date:

Chief of Police:	Randy Oaks 	11/7/08
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood 	11/13/08

In October of 1994, the Prescott Police Department was successful in applying for grant funds through the Arizona Governor's Office of Highway Safety (GOHS) to form the Northern Arizona (now the Tri-City) DUI Task Force. The Task Force was created in May of 1995, with the Prescott Police as administrator of Task Force operations since its inception. The local multi-agency Task Force has continued to conduct special enforcement operations each year since its inception, with grant funding provided by GOHS.

The DUI Task Force operates primarily in the Tri-City area, but also includes the surrounding county and forestland and includes agencies in the Verde Valley. Participating agencies in the Task Force to date have included the Prescott Police Department, Prescott Valley Police Department, Yavapai County Sheriff's Office, Arizona Department of Public Safety, Chino Valley Police Department, Cottonwood Police Department, Clarkdale Police Department, Camp Verde Marshal's Office and the Sedona Police Department.

On May 13, 2008, the Prescott City Council approved application to the Governor's Office of Highway Safety for funds in the amount of \$60,000 for the continued operation of the Tri-City DUI Task Force. These funds will pay for officer overtime and employee-related operating costs in order to conduct DUI Task Force Enforcement Programs throughout the grant period.

On November 4, 2008 we received notification that the Governor's Office of Highway Safety has awarded the Prescott Police Department \$60,000 for the continued operation of the Tri-City DUI Task Force.

Recommended Action: Move to approve acceptance of grant funds in the amount of \$60,000 from the Governor's Office of Highway Safety.

COUNCIL AGENDA MEMO – November 18 & 25, 2008

DEPARTMENT: POLICE

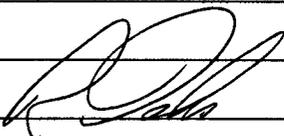
AGENDA ITEM: Recommendation for Council to approval the purchase of one (1) 2009 GMC Sierra 2500HD 4WD Pickup Truck from Midway Chevrolet, Phoenix, AZ. through use of State of Arizona Contract #SCC090000-6, for the amount of \$26,887.73.

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Approved By:

Date:

Chief of Police: Randy Oaks



11/13/08

Finance Director: Mark Woodfill

City Manager: Steve Norwood



11/14/08

Background:

On Friday, November 7, 2008, the Prescott Police Department obtained pricing information for the below listed vehicle, funds for which have been included in this years City of Prescott budget.

	<u>Price</u>
One (1) 2009 GMC Sierra 2500HD 4WD Pickup Truck	\$ 23,054.23
Sales Tax (8.3%)	1,913.50
Tire Tax	5.00
GMC Extended Service Plan 5 Year 100,000 mile	1,915.00
TOTAL:	\$ 26,887.73

The purchase of this vehicle is being made to replace an existing 1981 Ford Van with 176,000 miles.

The listed pricing was obtained through State of Arizona Contract #SCC090000-6. The total price for the listed vehicle with applicable sales tax is \$26,887.73. Prescott City Council has approved funding in the FY 2008-2009 budget to cover the purchase of this replacement vehicle.

Recommended Action: Move to approve purchase of the above listed vehicle from Midway Chevrolet Phoenix, AZ through the use of the State of Arizona Contract for the amount of \$ 26,887.73.

COUNCIL AGENDA MEMO – November 18 & 25, 2008

DEPARTMENT: POLICE

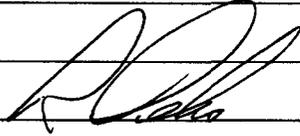
AGENDA ITEM: Recommendation for Council to approval the purchase of three (3) 2009 Ford Crown Victoria Police Interceptor Vehicles from Five Star Ford, Scottsdale, AZ. through use of Arizona State Contract P71/SCC070008-2, for the amount of \$80,270.61.

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Approved By:

Date:

Chief of Police: Randy Oaks



11/13/08

Finance Director: Mark Woodfill

City Manager: Steve Norwood



11/14/08

Background:

On Thursday, November 6, 2008, the Prescott Police Department obtained pricing information for the below listed patrol vehicles, funds for which have been included in this years City of Prescott budget.

	<u>Price</u>	<u>Extended Price</u>
Three (3) 2009 Ford Crown Victoria Police Interceptor Vehicles for Patrol Use	\$ 22,405.62	\$ 67,216.86
Tire Tax	5.00	15.00
Sales Tax (7.95%)	1,781.25	5,343.75
Ford Extended Service Plan	2,565.00	7,695.00
TOTAL:	\$	80,270.61

Each year, all Ford dealerships throughout the state are provided the opportunity to submit vehicle pricing to the State of Arizona for inclusion in the "State Contract" process for volume sales pricing of ford vehicles. Five Star Ford has been placed on the state contract list to provide cars, vans, SUV's and pickup trucks.

The listed Five Star Ford pricing was obtained through Arizona State Contract P71/SCC070008-2. The total price for the three (3) listed vehicles with applicable sales tax is \$80,270.61. Prescott City Council has approved funding in the FY 2008-2009 budget to cover the purchase of these three replacement patrol vehicles.

Recommended Action: Move to approve purchase of the above listed vehicles from Five Star Ford, Scottsdale, AZ through the use of the Arizona State Contract for the amount of \$ 80,270.61.

COUNCIL AGENDA MEMO – 11/18/08 & 11/25/08

III-I

DEPARTMENT: Finance

AGENDA ITEM: Billing and Mailing Services

Approved By:

Date:

Department Head: Mark Woodfill

Finance Director: Mark Woodfill

City Manager: Steve Norwood



11/13/08

SUMMARY:

For the past five years, Finance has outsourced the printing and mailing of the utility bills and privilege (sales) tax forms. The current contract for these services expires this calendar year. In response to the pending expiration of the current contract, staff published a Request for Proposals and received twelve responses.

ITEM:

Here is a summary of the responsive proposals:

Vendor	*Per Piece	Set-up	Est. Days to Delivery
Datamatx	.13	n/c	2
DataProse	.125	n/c	2-3
North Shore Agency	.142	\$250 per letter	4
Postal Pros	.145	n/c	2
Global Water	.229	\$3,500	5
NES	.24	\$75/hr after 8 hrs	6
Arizona Fulfillment	.6384+	\$125/hr	5-7

*Basic per piece cost includes stuffing of the monthly utility bills and one insert; additional options may increase this cost.

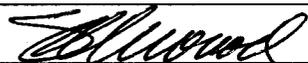
Datamatx has been our provider for the past five years and has provided us with excellent service. DataProse's per piece price is less than Datamatx; however, we estimate that the internal conversion costs, i.e. programming and staff time, would be more than the per piece savings over the life of the contract. Additionally, Datamatx processes our mailings from Chandler, AZ whereas DataProse would process our mailings from Oxnard, CA – the greater mailing distance impacting turn-around time.

We would be entering into a standard, three-year contract with two (2) one-year extension options.

Recommended Action: MOVE to award contract with Datamatx for billing and mailing services.

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COUNCIL AGENDA MEMO – November 18 & 25, 2008	
DEPARTMENT:	Public Works
AGENDA ITEM:	Award of bid to D&K Farming Enterprises, LLC, for Wastewater Bio-solids Disposal

Approved By:		Date:
Department Head:	Mark Nietupski	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood 	11/13/08

Item Summary

This item is to award a bid and unit price contract to D&K Farming Services, LLC for the hauling and disposal of approximately 6,000 wet tons of wastewater bio-solids per year.

Background

The City contracts for services to transport and dispose of bio-solids generated by the Sundog and Airport Wastewater Treatment Facilities. In September 2008 a Notice Inviting Bids for Wastewater Bio-solids Disposal was advertized and bids were received on October 9, 2008.

The proposed contract requires the handling and disposal of bio-solids be accomplished by EPA approved methods in accordance with Federal and State Bio-solids (503) Regulations. The initial contract term is for a three-year period, subject to annual adoption of the City budget, with two, one-year options for renewal. A contract renewal would be subject to adjustment consistent with the Consumer Price Index, not to exceed 6% plus or minus in a year. The contract also includes a surcharge adjustment for fuel over \$4.00 per gallon based on the Opis five-day average price, Pad 4 for Phoenix.

The solicitation requested bids on five Bid Alternates for bio-solids disposal including (A) land application (excluding Floodways), (B) landfill, (C) composting, (D) advanced treatment (i.e., drying and pelletizing), and (E) land application outside a 150 mile radius (excluding Floodways). Payment is on a per ton basis inclusive of all costs associated the disposal of wastewater bio-solids from Prescott's wastewater treatment facilities.

Bid Results

Three bids were received from the following companies.

- D&K Farming Enterprises, LLC, Goodyear, Arizona
- S&L Fertilizer Company, Prescott, Arizona
- Synagro of California, LLC, Tolleson, Arizona

Agenda Item:

Award of bid to D&K Farming Enterprises, LLC, for Wastewater Bio-solids Disposal

The attached bid tabulation illustrates bids received for Alternates A – E. Based on the bids received, D&K Farming Enterprises, LLC, Goodyear, Arizona was determined to be the lowest, responsive, responsible bidder. Bid Alternates A (land application) and B (landfill) are recommended for award at the respective unit prices of \$29.50 (Sundog), \$47.00 (Sundog), and \$48.00 (Airport) per ton.

Written bid confirmation has been received from D&K Farming Enterprises, LLC.

Budget

FY 09 funding for bio-solids disposal is available from the Sewer Fund. (Budget account # 13-920-433; amount \$280,000) The cost incurred in the past year was \$206,000.

Attachments - Bid tabulation

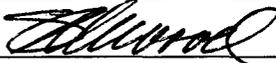
Recommended Action: **MOVE** to award a contract with D&K Farming Enterprises, LLC, Goodyear, Arizona for the transportation and disposal of bio-solids from the Sundog and Airport Wastewater Treatment Facilities, including Bid Alternate A and Bid Alternate B unit prices.

Bid Tabulation
Wastewater Biosolids Disposal Project

Item	Description	Qty	Unit	D & K FARMING ENT.		S & L FERTILIZER CO.		SYNAGRO	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Bid Alternate - A									
A	Price per Ton from Sundog WWTF	1	Ton	\$ 29.50	\$ 29.50	\$ 53.25	\$ 53.25	\$ 44.50	\$ 44.50
Bid Alternate - B									
A	Price per Ton from Sundog WWTF to Waste Management Landfill, Yavapai County	1	Ton	\$ 47.00	\$ 47.00	No Bid		\$ 65.00	\$ 65.00
B	Price per Ton from Airport WWTF to Waste Management Landfill, Yavapai County	1	Ton	\$ 48.00	\$ 48.00	No Bid		No Bid	
Bid Alternate - C									
A	Price per Ton from Sundog WWTF to designated Biosolids Composting Facility Within 150 travel miles (round trip)	1	Ton	No Bid		No Bid		No Bid	
B	Price per Ton from Sundog WWTF to designated Biosolids Composting Facility More than 150 travel miles (round trip)	1	Ton	No Bid		No Bid		\$ 69.00	\$ 69.00
Bid Alternate - D									
A	Price per Ton from Sundog WWTF to designated Biosolids Advanced Treatment Facility Within 150 travel miles (round trip)	1	Ton	No Bid		No Bid		No Bid	
B	Price per Ton from Sundog WWTF to designated Biosolids Advanced Treatment Facility More than 150 travel miles (round trip)	1	Ton	No Bid		No Bid		No Bid	
Bid Alternate - E									
A	Price per Ton from Sundog WWTF to designated Land Application Site Within a 150 mile radius	1	Ton	No Bid		No Bid		No Bid	
B	Price per Ton from Sundog WWTF to designated Land Application Site Outside a 150 mile radius	1	Ton	\$ 48.50	\$ 48.50	No Bid		No Bid	
Total Base Bid:					\$		\$		\$

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COUNCIL AGENDA MEMO – November 18 & 25, 2008	
DEPARTMENT: Public Works	
AGENDA ITEM: Approval of an agreement with Prescott Alternative Transportation (PAT) to provide funding in the amount of \$25,000.00 for implementation of the Safe Routes to School program.	

Approved By:		Date:
Department Head: Mark Nietupski		
Finance Director: Mark Woodfill		
City Manager: Steve Norwood 		11/13/08

Item Summary

This item is to authorize the City to enter into an agreement with Prescott Alternative Transportation (PAT), to advance funding in the amount of \$25,000.00 for work associated with the ADOT Safe Route to School program. PAT secured a grant through an intergovernmental agreement (IGA) with the State of Arizona, which will provide reimbursement to the City.

PAT work activities under the program include: student travel tallies, walk to school day events, creation of "best routes to school" maps, presentation in schools and neighborhoods of driver education, mural development contests and bike month events. Work is scheduled to be completed by June 31, 2009.

Under the terms of the IGA the State will provide quarterly reimbursements to PAT for program implementation. The City's agreement with PAT requires PAT to reimburse the City the full amount of \$25,000 by July 31, 2009. A copy of the IGA is filed in the Public Works office.

The City entered into a similar agreement with PAT last year for the first phase of the Safe Routes to School program, which was successfully completed.

Budget

Funding for this project is available from the One Cent Sales Tax for Streets and Open Space.

Attachments

- Prescott Alternative Transportation Program Agreement

<p>Recommended Action: MOVE to approve an agreement with Prescott Alternative Transportation to provide advance funding in the amount of \$25,000.00 for implementation of the ADOT Safe Routes to School Program.</p>

PRESCOTT ALTERNATIVE TRANSPORTATION PROGRAM AGREEMENT

WHEREAS, Prescott Alternative Transportation, an Arizona Non-Profit corporation, (hereafter PAT) has applied for and been approved for a grant from the Arizona Department of Transportation, State of Arizona for services in the greater Prescott area to establish and coordinate a program relating to the ADOT safe routes to schools program in the amount of \$25,000.00; and

WHEREAS, PAT is a 501(c)(3) non-profit corporation, established to promote and provide for Alternative Transportation in the Prescott region and has expertise in the area of establishing and coordinating regional transportation programs; and

WHEREAS, the City Council of the City of Prescott in furtherance of such public purpose desires to enter into a contract which expedites such transportation goals and projects prior to the receipt of the grant funds by PAT by advancing the funds approved in such ADOT grant in order to enable the program to begin forthwith;

NOW, AND 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. PAT shall execute the attached grant proposal (Exhibit A), commencing upon the date of the execution of this agreement. The work plan is to be implemented under the direction of the PAT Board and may be modified or adjusted as set forth in the approved ADOT grant and proposal of PAT relating thereto, based upon input from the partners, available resources, and changing needs.
2. In addition to those services identified in Exhibit A, PAT shall also perform all subordinate job duties necessary for full and effective performance of the tasks specifically referenced.
3. PAT shall provide sufficient qualified personnel to perform any and all services required herein.
4. All services identified in the work plan shall be completed no later than July 31, 2009.
5. No later than July 31, 2009, PAT shall submit to the City Council a report of work accomplished for the then current fiscal year.
6. The City shall pay to PAT an advance in the total sum of \$25,000.00 for the complete performance of all services specified in this Agreement. Said payment shall be made no later than February 19, 2009 and shall be for the period of February 19, 2009 through June 30, 2009. Further, promptly upon receipt of quarterly reimbursements from ADOT, PAT shall reimburse the City the same amounts received from ADOT, such that the full reimbursement of \$25,000.00 for all city advance funding reimbursement is received by July 31, 2009. These reimbursements shall be received in 3 payments. If for any reason ADOT declines to

reimburse PAT under the Safe route to School program, PAT will remain obligated to repay the City the full amount of \$25,000.00 by July 31, 2009.

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

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

City of Prescott
City Manager
P.O. Box 2059
Prescott AZ 86302

PAT
P.O. Box 2122
Prescott, AZ 86302

9. It is expressly agreed and understood by and between the parties that PAT is an independent contractor, and as such 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, PAT 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, PAT further agrees that it will conduct itself in a manner consistent with such status and that it will neither hold itself 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 employed by the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

10. This Agreement is non-assignable by PAT.

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

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

13. This Agreement represents the entire and integrated Agreement between the City and PAT and supersedes all prior negotiations, representations, or agreements,

either written or oral. This Agreement may be amended only by written instrument signed by both the City and PAT. 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.

14. If any portion of this Agreement is finally adjudicated invalid, the entire Agreement is invalid. The provisions of this Agreement are intended to be non-severable.
15. PAT hereby agrees to indemnify and undertakes to indemnify City (hereafter indemnities) herein from any and all loss or damage indemnitee(s) may suffer as a result of costs or judgments arising or in any way relating the activities referred to in this agreement, any and all activities of PAT undertaken in whole or part as a result of funding or any other claims relating in any way to the indemnities participation in PAT activities or programs, or in any other way relating to the indemnitee'(s) participation in or contributions it has made pursuant to this agreement. Further, PAT agrees to hold harmless the City, its officers, agents and employees, in both their public and private capacities, from any and all actions, causes of action, claims, demands, damages, loss of service, expenses, liability, or costs on account of, or in any way growing out of any and all known or unknown personal injuries and property damages associated with this contract or activities undertaken or any way relating to indemnities participation in this Agreement or activities connected herewith in any way. PAT undertakes to indemnify from any and all liability, loss or damage indemnitee(s) may suffer as a result of claims, demands, costs or judgments against it, its officers, agents, employees or assigns, may suffer as a result of claims, demands, costs or judgments against it arising out of or in any way relating to Indemnities'(s) funding, participation with PAT in activities connected or referred to in this Agreement whether or not the liability, loss, or damage is caused by, or arises out of, the negligence of indemnitee or of indemnitee's officers, agents, employees or otherwise. PAT further agrees to obtain and to maintain throughout the duration of this Agreement the following minimum insurance and to name the City of Prescott, its agents officers and assigns as additional named insureds throughout the duration of this Agreement , and to furnish proof of such insurance throughout the term of this Agreement .
16. PAT shall obtain and maintain in continuous effect during the term of this Agreement a policy or policies of general liability and errors or omissions insurance with minimum limits not less than \$2,000,000.00. Copies of such policy and the additional named insured certificates shall be provided prior to the commencement of any funding or other activities set forth or referred to in this Agreement . The Liability Insurance shall provide the following coverages:
 - 1) General Liability/Premises and Property Coverage which shall include environmental coverage, and liability coverage for all risks associated with this Agreement in the amount set forth in this section (17); and
 - 2) Errors and Omissions (professional malpractice), which shall cover any and all construction and design and inspections and other potential errors and omissions which may be associated with this Agreement .

- 3) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.
17. PAT further agrees and covenants for the consideration provided above, not to file any claim, lawsuit or other proceeding, whether judicial or administrative against the City, its officers, agents and employees arising or relating in any way to this Agreement or to activities of PAT undertaken or in any way relating to this Agreement or the funding by City.
18. The terms and conditions of this Agreement shall be binding upon the PAT, its Officers, agents, employees, successors, heirs and assigns. PAT further expressly agrees that the foregoing waiver and release of liability and assumption of risk agreement by PAT contained herein is intended to be as broad and inclusive as is permitted by City Ordinances and the laws of the State of Arizona and that if any portion thereof is held invalid, it is agreed PAT hereby agrees to indemnify and hold harmless the City, its department and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of participation pursuant to this Agreement, where said claims, liabilities, expenses or lawsuits arise by the acts of omissions of the undersigned or his/her agents. PAT 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 activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
19. 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 evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.
20. 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. PAT 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 and 2000.
21. 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.
22. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's 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, except as to the indemnitor's indemnity obligations set forth in Section 15.

23. Subject to existing law, and regulations, illegal or undocumented aliens will not be employed by PAT for any work or services to be performed pursuant to this Agreement . PAT will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this Agreement . PAT agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C.1324a(a) (1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented aliens. Under the terms of this Agreement , PAT shall not knowingly hire or employ for any work performed pursuant to this Agreement any workers or employees not lawfully authorized to work under the provisions of the Immigration and Nationality Act or any other applicable federal or state laws. Violation of the provisions of this section shall be deemed a material breach of this Agreement .

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 BURKE
City Clerk

GARY KIDD
City Attorney

PRESCOTT ALTERNATIVE TRANSPORTATION

By: _____
Date: _____

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COUNCIL AGENDA MEMO – November 18, 2008

DEPARTMENT: COMMUNITY DEVELOPMENT

AGENDA ITEM: Consideration of purchasing a new Interactive Voice Response (IVR) Software program.

Approved By:

Date:

Department Head: Tom Guice	
Finance Director:	
City Manager: Steve Norwood 	11/13/08

In 1995, the City of Prescott purchased an Interactive Voice Response (IVR) System from Selectron Technologies. The IVR System is a call-in service, via telephone, to request inspections. The City has used this software for 13 years to support customer service needs relating to inspection requests in the Building Division. In addition to the convenience to our construction related customers to request inspections, the IVR system interacts with the permitting software "Trak-It" to record results as well as the sharing of information with other departments and divisions in the City. Last year the IVR took in 16,707 calls, which resulted in 55-65 inspection requests per day.

In 2007, the use of the IVR System and the Trak-it Program were expanded to include many departments including the Fire and Public Works Departments. The integration of Fire and Public Works Departments into the IVR System has allowed for better communication over the life of a permit within multiple departments in the City. Additionally, an inspection request made be made 24 hours a day by the builder and the inspection is performed the following day, providing better turn around to time for our customers. The use of the IVR System also assists with tracking workloads and maintains a record of each inspection request and the results.

Because the IVR System is an interface system with the Trak-it program it is imperative that they be able to work together. In 2009/2010 the makers of the Trak-It program, CRW Systems, will be migrating their users to the new dot net version of the Trak-it program The City of Prescott has been a beta test site for the migration for CRW for the last six months and the conversion to the dot net version of Trak-it will be at no charge from CRW. That said, the version of the Selectron IVR System that the City is currently using is over 13 years old, technologies have changed and the software is not compatible with the new dot net version of Trak-it.

The staff has been aware for over a year that an upgrade to the IVR System would be necessary with the migration to the dot net version of Trak-It. To address this issue the Community Development Department budgeted \$30,000, the Public Works Department budgeted \$20,000 and the Fire Department budgeted \$10,000 to cover the cost of this upgrade in the FY09 budget.

Agenda Item: Consideration of purchasing a new Interactive Voice Response (IVR) Software program.

At this time, two Trak-it compatible software providers have submitted bids to the City for the IVR upgrade, Selectron Technologies and Tele-Works, Inc. The quotes came in as follows:

SELECTRON Quote:

Basic Cost:

Server Hardware and Software Upgrade	\$ 9,500
Professional Services	\$25,500

Additional Upgrades for Selectron:

Professional Voice Recording (English)	\$ 3,500
Correction Codes	\$ 3,000
Outbound Delivery Services	<u>\$ 8,500</u>
TOTAL UPGRADE to Selectron 4.0:	\$50,000

TELE-WORKS Quote:

Basic Cost:

Software & 4 Port system	\$30,000
4 Port IVR Platform	\$15,000

Additional Upgrades for Tele-Works:

Intelligent Inspection Pre-requisite Logic	\$ 2,000
Voice Broadcast	No Charge
Automated Inspection Result Notification	\$ 5,000
Installation and Training	<u>\$ 2,500</u>
TOTAL UPGRADE to Tele-Works:	\$54,500

Software and associated hardware and installation costs, professional voice recording, correction codes and outbound notification are the services provided for in each quote. Intelligent inspection logic is only being provided for by Tele-Works and is essential to the effectiveness of the new inspection program.

Staff is recommending that the City purchase the Tele-Works IVR software for the following reasons:

1. Selectron's past history with the City related to maintenance and technical support has not been positive.
2. Tele-Works ability to integrate the Intelligent Inspection Pre-requisite Logic at a cost savings of \$15,000.
3. Tele-Works providing voice broadcast at no charge to the City, resulting in a \$5,000 savings.
4. CRW Systems Inc, highly recommending Tele-Works as a software partner with Trak-It.

Recommended Action: MOVE to award contract to Tele-Works, Inc. in the amount of \$54,500 for the purchase of the Tele-Works Trakit IVR System.



PREPARED FOR: **City of Prescott**
201 S. Cortez Street
Prescott, AZ 86303

VoicePermits™ Interactive Voice Response Base Solution – Version 4 Upgrade

Software Licensing for 4 Voice Ports **No Charge**

Server Hardware and Software Upgrade **\$9,500**

Server (Minimum Specifications Summary)

Proliant ML 350 G5

- Microsoft Windows 2003 Server
- Intel Xeon Dual-Core 2.0 GHz Processor
- 2 GB RAM
- Two (2) 80GB SATA Hard Drives (RAID 1)
- CD ROM, 56K Modem
- Hardware for 4 Voice Ports

Server Set up, Software Installation, Configuration and Testing	Included
Labor to Procure, Assemble, Configure and Test Server Hardware and Software	Included
On-Site Installation, Travel Expenses and Training	Included
System Documentation	Included

Professional Services Required to Upgrade to VoicePermits™ 4.0 **25,500**

Selectron Project Management

Solution Design and Development to Include the Following Functionality:

- Schedule Inspections
- Speak Site Address
- Cancel Inspections
- Permit Based Messaging
- Obtain Inspection Results
- VoicePermits Reporting Module
- Post Inspection Results
- Remote Access Software

SmartDelivery (Required When Fax or E-mail Functionality is Purchased) **Included**

Utility Notification (SmartDelivery Required) **Included**

Premier Support Plan- See Below; On Going Support

Total Investment for VoicePermits 4.0 Upgrade **\$35,000**

Required Items Not Included in Selectron Technologies VoicePermits Base System

- Phone Lines & Network Services Required to Support the Installation
- Host Interface Components Must Be Installed and Functioning Prior to On-Site Installation

VoicePermits Optional Functionality (*not included in support costs listed below)

Professional Voice Recording (English)	
Base System Call Flow & Prompts	1,500
Additional Modules:	
Correction Codes	500
Street Names (1-3K)	1,500
Spanish Language Options	
Initial Setup	4,000
Professional Voice Recording	2,500
<i>(Includes Translation & Professional Voice Recording of Base System Call Flow & Prompts)</i>	
Additional Modules:	
Correction Codes	500
Correction Codes	3,000
Outbound Delivery Services	
Initial Setup	3,500
Outbound Notifications:	
Automatic Results Notification	5,000
Zoning Status <i>(SmartDelivery Required)</i>	5,000
FEMA Floodplain Status <i>(SmartDelivery Required)</i>	10,500

SELECTRON PRODUCT AND SERVICE PRICING & PAYMENT INFORMATION

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

SCHEDULE

- 25% Invoiced at time of execution of contracts
- 50% Invoiced at completion of on-site installation
- 20% Invoiced 30 days after on-site installation
- 5% Invoiced upon final acceptance

Initial Payment

Invoiced upon receipt of purchase order. Enables Selectron Technologies to purchase necessary hardware, fund travel expenses, and invest the technical support hours to design and develop the application for your jurisdiction.

Second Payment

Invoiced at the completion of the on-site installation and training phase of the implementation, or when the system is available for Client testing at Client site. The Warranty also begins on this date.

Third Payment

Invoiced 30 days after the completion of the on-site installation. The Client is given thirty days to test functionality as defined by the contract and the agreed upon call flows. It is the Client's responsibility to ensure full testing is completed during this period.

Final Payment

Invoiced after Client has completed the Final Testing and Acceptance of the system. Selectron Technologies will have resolved all issues found during testing. If Final Acceptance is delayed beyond thirty days, not due to any fault of Selectron Technologies, the payment will become immediately due.

TAXES

Sales Tax or any other applicable taxes are **NOT** included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

PAYMENT TERMS

Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee.

VENDOR INFORMATION

Selectron Technologies, Inc.
7405 SW Tech Center Drive, Suite 140 Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

ADDITIONAL REMOTE ADMINISTRATOR LICENSING

System administrators may remotely define configurable setting in the system through the Administration Tool. The base system includes two licenses for the Administration Tool. One license will be pre-installed on the system server; the second license allows the jurisdiction to install the Administration Tool on a workstation with network access.

Additional Remote Administrator Licenses \$250

TIME-AND-MATERIALS BILLING RATES

Selectron will provide custom programming and non-warranty maintenance Client support on a time-and-materials basis.

Requested design, programming, testing, documentation, implementation work, and customer support will be performed at our then current, standard published billing rates. Selectron will issue a quote and scope of work to the Client. A purchase order must be issued before work can be scheduled or begin.

ADDITIONAL TRAINING AND ON-SITE SUPPORT

All travel and associated expenses for the on-site installation work during the initial setup are included in the base system price.

If the Client requests additional on-site work, travel and out-of-pocket expenses will be billed at \$1,750 per day (2 day minimum) with at least 14 day advance notice. If 8-14 days advance notice is provided the rate increases to \$2,000 per day; if the notice is less than 7 days the rate increases to \$2,500 per day.

If changes are made to a travel schedule after plans are confirmed, the Client is responsible for any change fees or price changes incurred for airfare, hotel or car rental.

ON-GOING SUPPORT

To qualify for upgrade pricing, a Support and Maintenance Agreement and all applicable fees must be current. The current agreement with the City of Prescott expires July 31, 2008. The upcoming renewal of the Support and Maintenance Agreement to support the current VoicePermits system will be \$4,965.

Once the version 4 VoicePermits system is installed Selectron will provide Premier support services until the expiration of the current term, July 31, 2008. Based upon the configuration within this quote, Premier Support Services effective August 1, 2008 will be \$4,965.

If the City would like to upgrade from the Premier Support plan to the PremierPro support plan, which provides quarterly system review and support for host or backend database updates, in addition to the services provided in Premier Support plan. Based upon the configuration within this quote, PremierPro Support Services effective August 1, 2008 will be an additional \$2,345.

STATEMENT OF WORK

Tele-Works, Inc.

SOW No. 6741

Date: October 16, 2008

CONTACT INFORMATION

Agency: Prescott, AZ
Contact: Gwen Rowitsch
Phone: (928) 777-1368

Account Manager: Steve Critchfield
Phone: (540) 953-2631

PRICE QUOTATION

PRICING IS VALID FOR 90 DAYS.

Product or Service	Price
4 Port Certified eVision IVR Platform <ul style="list-style-type: none">Certified IVR Platform with Voice PortsEnhanced Text-to-SpeechFax Resource	\$15,000
Tele-Works vTRAKiT IVR <ul style="list-style-type: none">Standard Inspection OptionsPlan Review StatusReal-Time Integration to CRW TRAKiT	\$30,000
Intelligent Inspection Pre-requisite Logic	\$2,000
Voice Broadcast (List Price \$5,000)	No Charge
Automated Inspection Result Notification	\$5,000
Installation and Training	\$2,500
TOTAL	\$54,500

Optional

2 Additional Ports: \$3,000

Inspector Resulting: \$5,000

Fee Payments via Credit Card: \$10,000

DESCRIPTION OF PRODUCTS AND SERVICES

Certified eVision IVR Platform: Tele-Works' Certified eVision IVR Platform includes the server, telephony hardware, voice ports, and eVision software. Tele-Works' IVR hardware server is an industrial grade, 2U rack-mountable chassis with built-in hard drive and power redundancies. The eVision system software provides the core integration with the telephony components as well as end-user software for product administration and standard reporting. Additional information on the most current hardware and software specifications is available upon request.

Enhanced text-to-speech (TTS) resources are used to have a human-like, synthesized computer voice read text-based data back to IVR users, eliminating the need to professionally record portions of the IVR script. TTS is typically used for data returned from database lookups that is not static or would otherwise require a significant recording effort.

vTRAKiT IVR: Tele-Works' solution for automating building inspection services via interactive voice response technology (IVR) is vTRAKiT. It includes real-time interaction with the City's TRAKiT system using the CRW application programming interface (API). Main menu options include support for a frequently asked questions menu, fax documents, and a temporary message that can be enabled by City administrators.

Permit Lookup & Details: Using the permit number, the IVR will present permit details such as permit status, permit fees, and permit address. The presence of unpaid fees or the status of the permit can be used to eliminate inspection options.

Plan Review Status: Using the permit number, the overall status of the plan review as well as individual reviewers, statuses, and dates will be presented by the IVR.

Inspection Scheduling/Rescheduling: Using the permit number and the numeric inspection code, the user will be able to select from up to 5 available dates for their inspection (Available dates are from the CRW calendaring system and do not inherently provide additional methods to filter based on any criteria). The IVR will observe a single cut-off time which marks the point when inspections are no longer available. The IVR can optionally collect the user's contact phone number information, allow users to indicate whether they prefer a morning or afternoon inspection, and allow user voice recording for special instructions. With the necessary modifications applied by CRW, playback of the voice recordings can be initiated via the TRAKiT system. Rescheduling will effectively cancel the original request and schedule a new inspection for the new date selected. Upon a successfully scheduled inspection, the user will be given a Tele-Works' generated confirmation number which will be written back to the inspection record and is available via the IVR's Web-based administration application.

Inspection Results Inquiry: Using the permit number, the IVR will present the last result for each completed inspection starting with the latest inspected item. The user will be allowed to interrupt read back of results at any time.

Inspection Canceling: Using the permit number and numeric inspection code, the user will be able to identify and cancel a currently scheduled inspection. The IVR will observe a single cut-off time which marks the point where canceling inspections is no longer available.

Intelligent Inspection Pre-requisite Logic: In addition to identifying whether an inspection has been approved on a given permit to allow the subsequent inspection, custom programming will be created to identify if the pre-requisite inspection is actually a requirement on the permit. The City has identified less than 12 inspections that will require this particular logic.

Voice Broadcast: Tele-Works' Voice Broadcast outbound calling module comes standard with the ability to allow the City to manually import contact phone numbers, create message content, and establish the calling parameters of an outbound campaign (i.e. calling schedule, retry attempts, etc.) Additionally, manually imported contact data may contain specific information tailored to the called party for read back via text-to-speech. Called parties also have the option to transfer into Tele-Works' inbound IVR.

Automated Inspection Result Notification: Tele-Works will create process that imports data directly from TRAKiT to notify contractors of completed inspection results once a day. Contact phone number, inspection result, and permit data will be used in conjunction with a pre-defined outbound notification message through the Voice Broadcast product.

Miscellaneous: Tele-Works' IVR for TRAKiT is built to suit a single department's logical business requirements. The IVR requires that the data maintained within TRAKiT conforms to CRW's standards to guarantee that the application programming interface (API) used by Tele-Works' references the appropriate data. Additional functionality will be scoped for accurate quote pricing. The API used for TRAKiT is obtained and maintained by the City directly from CRW which includes any associated costs.

Installation and Training: All pre-requisites for hardware installation are outlined during a kick-off call with Agency staff which occurs shortly after the purchase of Tele-Works' solution. This includes installation scheduling, required resources, and an agenda for the training session. For IVR server hardware installation, Tele-Works ships the server so it arrives a few days in advance of the scheduled date to assure the hardware is delivered in time for the Tele-Works installer. The Tele-Works installer arrives and, with the assistance of the Agency resources, installs the system and runs standard configuration and testing routines on site. Complete training for Tele-Works eVision hardware and software, web and IVR applications, and system administration will be conducted during the one day on-site installation. An Operations Manual will also be provided.

Optional:

Inspector Resulting: After identifying themselves with a pre-assigned PIN, inspectors can indicate a permit and inspection to apply simple inspection results via the IVR. The result is from the list of results defined within TRAKiT.

Fee Payments via Credit Card: Users will have the option to make payment on permit fees using a credit card. Credit card processing will occur through a Tele-Works approved Internet Payment Gateway selected and maintained by the City. Successful payments will be posted back to the permit record using the appropriate CRW API function.

TERMS AND CONDITIONS

Cover Page and Terms and Conditions: Issuance of a purchase order / notice-to-proceed based on this Statement of Work (SOW) represents agreement to the terms and conditions of this SOW and the Master Software License and Services Agreement or other similar agreements between the parties. This SOW is governed by, and is hereby incorporated into, the Master Agreement between the parties.

Warranty Period. Tele-Works will provide a product warranty to the customer for a period of twelve (12) months ("Warranty Period") according to the terms defined in the Master Agreement between the parties.

Annual Product Support and Maintenance: Tele-Works shall provide product support and maintenance according to the terms outlined in the Master Agreement between the parties. Annual product support and maintenance begins immediately following completion of the Customer Verification Period. This date will become the anniversary date for annual product support and maintenance. The first year of product support and maintenance is provided at no charge as part of the 12 month warranty. Subsequent payments are due prior to the start of the anniversary year. Annual Product Support and Maintenance is computed at 15% of the price for all licensed software and hardware; installation and maintenance fees are not included in the maintenance computation. Following the first year, the annual product support and maintenance fee will be increased by 3% annually.

Payment Terms: The City will pay the fees listed in this SOW according to the following schedule. Terms are NET 30.

- 35% upon award/contract signing/PO
- 65% upon installation
- Annual maintenance is due prior to the start of each annual term on the anniversary date as defined above.

COUNCIL AGENDA MEMO – 11/18/08 & 11/25/08

III-N

DEPARTMENT: Community Development

AGENDA ITEM: Replat of a portion of Lots 407 and 420 of the Idylwild Tract Subdivision. Property is located at 125 Josephine Street. Applicants: David and Tanya Janssen. APN 111-08-027. RP08-005.

Approved By:

Date:

Department Head: Tom Guice	
Finance Director:	
City Manager: Steve Norwood 	11/13/08

REQUEST

This is an application to divide the existing property (38,256 sq. ft. into two lots one at 28,120 sq ft and the other at 10,135 sq ft. The zoning of the property is Single Family 9000 (SF-9). The application requires Council approval because it increases density with in the Idylwild Tract Subdivision. (LDC Section 9.10.5.C.1.a.).

Council recently accepted a Public Utility Easement for sewer and water mains that cross this property. This easement is reflected on the plat.

DEPARTMENT REVIEW

The plat has been reviewed by City Departments and meets technical requirements.

Recommended Action: MOVE to approve Replat RP08-005.

GRAPHIC SCALE
1" = 100' 0"

DECLARATION
I, the undersigned, being duly qualified by law to execute and perform the duties of a Public Surveyor in and for the State of Arizona, do hereby certify that I am a duly Licensed Professional Surveyor in and for the State of Arizona, and that I am duly qualified by law to execute and perform the duties of a Public Surveyor in and for the State of Arizona, and that I am duly qualified by law to execute and perform the duties of a Public Surveyor in and for the State of Arizona.

ACKNOWLEDGEMENT
I, the undersigned, do hereby acknowledge that I am a duly Licensed Professional Surveyor in and for the State of Arizona, and that I am duly qualified by law to execute and perform the duties of a Public Surveyor in and for the State of Arizona, and that I am duly qualified by law to execute and perform the duties of a Public Surveyor in and for the State of Arizona.

APPROVALS
I, the undersigned, do hereby approve this replat and the same is hereby approved by me, the undersigned, as a duly Licensed Professional Surveyor in and for the State of Arizona, and that I am duly qualified by law to execute and perform the duties of a Public Surveyor in and for the State of Arizona, and that I am duly qualified by law to execute and perform the duties of a Public Surveyor in and for the State of Arizona.

EXAMINING NOTES
I, the undersigned, do hereby examine this replat and the same is hereby examined by me, the undersigned, as a duly Licensed Professional Surveyor in and for the State of Arizona, and that I am duly qualified by law to execute and perform the duties of a Public Surveyor in and for the State of Arizona, and that I am duly qualified by law to execute and perform the duties of a Public Surveyor in and for the State of Arizona.

SUBDIVISION REPLAT

FOR THE PURPOSE OF DIVIDING A PORTION OF
LOTS 401 & 402 OF THE GRAND TRAILS SUBDIVISION,
LOCATED WITHIN THE SOUTH HALF OF SECTION 22, T14N, R10E, S14W,
COUNTY OF PINAL, STATE OF ARIZONA

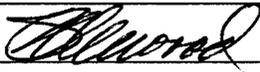
LEGEND

- 1. Lot of 100' x 100' (10,000 sq. ft.)
- 2. Lot of 50' x 50' (2,500 sq. ft.)
- 3. Lot of 25' x 25' (625 sq. ft.)
- 4. Lot of 12.5' x 12.5' (156.25 sq. ft.)
- 5. Lot of 6.25' x 6.25' (39.06 sq. ft.)
- 6. Lot of 3.125' x 3.125' (9.77 sq. ft.)
- 7. Lot of 1.5625' x 1.5625' (2.44 sq. ft.)
- 8. Lot of 0.78125' x 0.78125' (0.61 sq. ft.)
- 9. Lot of 0.390625' x 0.390625' (0.15 sq. ft.)
- 10. Lot of 0.1953125' x 0.1953125' (0.04 sq. ft.)
- 11. Lot of 0.09765625' x 0.09765625' (0.01 sq. ft.)
- 12. Lot of 0.048828125' x 0.048828125' (0.00 sq. ft.)
- 13. Lot of 0.0244140625' x 0.0244140625' (0.00 sq. ft.)
- 14. Lot of 0.01220703125' x 0.01220703125' (0.00 sq. ft.)
- 15. Lot of 0.006103515625' x 0.006103515625' (0.00 sq. ft.)
- 16. Lot of 0.0030517578125' x 0.0030517578125' (0.00 sq. ft.)
- 17. Lot of 0.00152587890625' x 0.00152587890625' (0.00 sq. ft.)
- 18. Lot of 0.000762939453125' x 0.000762939453125' (0.00 sq. ft.)
- 19. Lot of 0.0003814697265625' x 0.0003814697265625' (0.00 sq. ft.)
- 20. Lot of 0.00019073486328125' x 0.00019073486328125' (0.00 sq. ft.)
- 21. Lot of 0.000095367431640625' x 0.000095367431640625' (0.00 sq. ft.)
- 22. Lot of 0.0000476837158203125' x 0.0000476837158203125' (0.00 sq. ft.)
- 23. Lot of 0.00002384185791015625' x 0.00002384185791015625' (0.00 sq. ft.)
- 24. Lot of 0.000011920928955078125' x 0.000011920928955078125' (0.00 sq. ft.)
- 25. Lot of 0.0000059604644775390625' x 0.0000059604644775390625' (0.00 sq. ft.)
- 26. Lot of 0.00000298023223876953125' x 0.00000298023223876953125' (0.00 sq. ft.)
- 27. Lot of 0.000001490116119384765625' x 0.000001490116119384765625' (0.00 sq. ft.)
- 28. Lot of 0.0000007450580596923828125' x 0.0000007450580596923828125' (0.00 sq. ft.)
- 29. Lot of 0.00000037252902984619140625' x 0.00000037252902984619140625' (0.00 sq. ft.)
- 30. Lot of 0.000000186264514923095703125' x 0.000000186264514923095703125' (0.00 sq. ft.)
- 31. Lot of 0.0000000931322574615478515625' x 0.0000000931322574615478515625' (0.00 sq. ft.)
- 32. Lot of 0.00000004656612873077392578125' x 0.00000004656612873077392578125' (0.00 sq. ft.)
- 33. Lot of 0.000000023283064365386962890625' x 0.000000023283064365386962890625' (0.00 sq. ft.)
- 34. Lot of 0.0000000116415321826934814453125' x 0.0000000116415321826934814453125' (0.00 sq. ft.)
- 35. Lot of 0.00000000582076609134674072265625' x 0.00000000582076609134674072265625' (0.00 sq. ft.)
- 36. Lot of 0.000000002910383045673370361328125' x 0.000000002910383045673370361328125' (0.00 sq. ft.)
- 37. Lot of 0.0000000014551915228366851806640625' x 0.0000000014551915228366851806640625' (0.00 sq. ft.)
- 38. Lot of 0.00000000072759576141834259033203125' x 0.00000000072759576141834259033203125' (0.00 sq. ft.)
- 39. Lot of 0.000000000363797880709171295166015625' x 0.000000000363797880709171295166015625' (0.00 sq. ft.)
- 40. Lot of 0.0000000001818989403545856475830078125' x 0.0000000001818989403545856475830078125' (0.00 sq. ft.)
- 41. Lot of 0.00000000009094947017729282379150390625' x 0.00000000009094947017729282379150390625' (0.00 sq. ft.)
- 42. Lot of 0.000000000045474735088646411895751953125' x 0.000000000045474735088646411895751953125' (0.00 sq. ft.)
- 43. Lot of 0.0000000000227373675443232059478759765625' x 0.0000000000227373675443232059478759765625' (0.00 sq. ft.)
- 44. Lot of 0.00000000001136868377216160297393798828125' x 0.00000000001136868377216160297393798828125' (0.00 sq. ft.)
- 45. Lot of 0.000000000005684341886080801486968994140625' x 0.000000000005684341886080801486968994140625' (0.00 sq. ft.)
- 46. Lot of 0.0000000000028421709430404007434844970703125' x 0.0000000000028421709430404007434844970703125' (0.00 sq. ft.)
- 47. Lot of 0.00000000000142108547152020037174224853515625' x 0.00000000000142108547152020037174224853515625' (0.00 sq. ft.)
- 48. Lot of 0.000000000000710542735760100185871124267578125' x 0.000000000000710542735760100185871124267578125' (0.00 sq. ft.)
- 49. Lot of 0.0000000000003552713678800500929355621337890625' x 0.0000000000003552713678800500929355621337890625' (0.00 sq. ft.)
- 50. Lot of 0.00000000000017763568394002504646778106689453125' x 0.00000000000017763568394002504646778106689453125' (0.00 sq. ft.)
- 51. Lot of 0.000000000000088817841970012523233890533447265625' x 0.000000000000088817841970012523233890533447265625' (0.00 sq. ft.)
- 52. Lot of 0.0000000000000444089209850062616169452667236328125' x 0.0000000000000444089209850062616169452667236328125' (0.00 sq. ft.)
- 53. Lot of 0.000000000000022204460492503130808472633361615625' x 0.000000000000022204460492503130808472633361615625' (0.00 sq. ft.)
- 54. Lot of 0.0000000000000111022302462515644042363168078125' x 0.0000000000000111022302462515644042363168078125' (0.00 sq. ft.)
- 55. Lot of 0.00000000000000555111512312622021181580440390625' x 0.00000000000000555111512312622021181580440390625' (0.00 sq. ft.)
- 56. Lot of 0.000000000000002775557561563110105907902201953125' x 0.000000000000002775557561563110105907902201953125' (0.00 sq. ft.)
- 57. Lot of 0.0000000000000013877787807815550504539511009765625' x 0.0000000000000013877787807815550504539511009765625' (0.00 sq. ft.)
- 58. Lot of 0.00000000000000069388939039077752522697555048828125' x 0.00000000000000069388939039077752522697555048828125' (0.00 sq. ft.)
- 59. Lot of 0.000000000000000346944695195388762613487775244140625' x 0.000000000000000346944695195388762613487775244140625' (0.00 sq. ft.)
- 60. Lot of 0.000000000000000173472347597694381307238887721953125' x 0.000000000000000173472347597694381307238887721953125' (0.00 sq. ft.)
- 61. Lot of 0.0000000000000000867361737988471906536194438609765625' x 0.0000000000000000867361737988471906536194438609765625' (0.00 sq. ft.)
- 62. Lot of 0.00000000000000004336808689942359532680972193048828125' x 0.00000000000000004336808689942359532680972193048828125' (0.00 sq. ft.)
- 63. Lot of 0.0000000000000000216840434497117976634048609664140625' x 0.0000000000000000216840434497117976634048609664140625' (0.00 sq. ft.)
- 64. Lot of 0.00000000000000001084202172485589883170243048320703125' x 0.00000000000000001084202172485589883170243048320703125' (0.00 sq. ft.)
- 65. Lot of 0.000000000000000005421010862427949415851215241603515625' x 0.000000000000000005421010862427949415851215241603515625' (0.00 sq. ft.)
- 66. Lot of 0.00000000000000000271050543121397470792560762017578125' x 0.00000000000000000271050543121397470792560762017578125' (0.00 sq. ft.)
- 67. Lot of 0.000000000000000001355252715606987353962803810087890625' x 0.000000000000000001355252715606987353962803810087890625' (0.00 sq. ft.)
- 68. Lot of 0.0000000000000000006776263578034936769814019050439453125' x 0.0000000000000000006776263578034936769814019050439453125' (0.00 sq. ft.)
- 69. Lot of 0.00000000000000000033881317890174683849070095252197265625' x 0.00000000000000000033881317890174683849070095252197265625' (0.00 sq. ft.)
- 70. Lot of 0.0000000000000000001694065894508734192453504762609378125' x 0.0000000000000000001694065894508734192453504762609378125' (0.00 sq. ft.)
- 71. Lot of 0.00000000000000000008470329472543670962267523813046895625' x 0.00000000000000000008470329472543670962267523813046895625' (0.00 sq. ft.)
- 72. Lot of 0.000000000000000000042351647362718354811337619065234478125' x 0.000000000000000000042351647362718354811337619065234478125' (0.00 sq. ft.)
- 73. Lot of 0.000000000000000000021175823681359177405668809532617236328125' x 0.000000000000000000021175823681359177405668809532617236328125' (0.00 sq. ft.)
- 74. Lot of 0.0000000000000000000105879118406795887028344047663086181640625' x 0.0000000000000000000105879118406795887028344047663086181640625' (0.00 sq. ft.)
- 75. Lot of 0.000000000000000000005293955920339794351417202383154308078125' x 0.000000000000000000005293955920339794351417202383154308078125' (0.00 sq. ft.)
- 76. Lot of 0.0000000000000000000026469779601698971757086011915771540390625' x 0.0000000000000000000026469779601698971757086011915771540390625' (0.00 sq. ft.)
- 77. Lot of 0.00000000000000000000132348898008494858785430059578857701953125' x 0.00000000000000000000132348898008494858785430059578857701953125' (0.00 sq. ft.)
- 78. Lot of 0.000000000000000000000661744490042474293927150297894288509765625' x 0.000000000000000000000661744490042474293927150297894288509765625' (0.00 sq. ft.)
- 79. Lot of 0.0000000000000000000003308722450212371469635751489471442548828125' x 0.0000000000000000000003308722450212371469635751489471442548828125' (0.00 sq. ft.)
- 80. Lot of 0.00000000000000000000016543612251061857348178757447357212744140625' x 0.00000000000000000000016543612251061857348178757447357212744140625' (0.00 sq. ft.)
- 81. Lot of 0.000000000000000000000082718061255309286720893787236786063720703125' x 0.000000000000000000000082718061255309286720893787236786063720703125' (0.00 sq. ft.)
- 82. Lot of 0.0000000000000000000000413590306276546433604468936183930318603515625' x 0.0000000000000000000000413590306276546433604468936183930318603515625' (0.00 sq. ft.)
- 83. Lot of 0.00000000000000000000002067951531382732168022344680919651593017578125' x 0.00000000000000000000002067951531382732168022344680919651593017578125' (0.00 sq. ft.)
- 84. Lot of 0.000000000000000000000010339757656913660840111723404597757965087890625' x 0.000000000000000000000010339757656913660840111723404597757965087890625' (0.00 sq. ft.)
- 85. Lot of 0.0000000000000000000000051698788284568304200558617022988789825439453125' x 0.0000000000000000000000051698788284568304200558617022988789825439453125' (0.00 sq. ft.)
- 86. Lot of 0.00000000000000000000000258493941422841521002793085114943949127197265625' x 0.00000000000000000000000258493941422841521002793085114943949127197265625' (0.00 sq. ft.)
- 87. Lot of 0.000000000000000000000001292469707114207605013965425574719745608664140625' x 0.000000000000000000000001292469707114207605013965425574719745608664140625' (0.00 sq. ft.)
- 88. Lot of 0.0000000000000000000000006462348535571038025006977127873587228043320703125' x 0.0000000000000000000000006462348535571038025006977127873587228043320703125' (0.00 sq. ft.)
- 89. Lot of 0.00000000000000000000000032311742677855190125003488563936936140216603515625' x 0.00000000000000000000000032311742677855190125003488563936936140216603515625' (0.00 sq. ft.)
- 90. Lot of 0.000000000000000000000000161558713389275950625001744281968180701083017578125' x 0.000000000000000000000000161558713389275950625001744281968180701083017578125' (0.00 sq. ft.)
- 91. Lot of 0.0000000000000000000000000807793566946379753125000872140840903505415087890625' x 0.0000000000000000000000000807793566946379753125000872140840903505415087890625' (0.00 sq. ft.)
- 92. Lot of 0.00000000000000000000000004038967834731898765625000436070420452707275439453125' x 0.00000000000000000000000004038967834731898765625000436070420452707275439453125' (0.00 sq. ft.)
- 93. Lot of 0.000000000000000000000000020194839173659493828125000218035210226136377197265625' x 0.000000000000000000000000020194839173659493828125000218035210226136377197265625' (0.00 sq. ft.)
- 94. Lot of 0.000000000000000000000000010097419586829746914062500010901760511068181885937890625' x 0.000000000000000000000000010097419586829746914062500010901760511068181885937890625' (0.00 sq. ft.)
- 95. Lot of 0.0000000000000000000000000050487097934148734570312500005450880255534409429689453125' x 0.0000000000000000000000000050487097934148734570312500005450880255534409429689453125' (0.00 sq. ft.)
- 96. Lot of 0.00000000000000000000000000252435489670743672851562500002725440127772047148447265625' x 0.00000000000000000000000000252435489670743672851562500002725440127772047148447265625' (0.00 sq. ft.)
- 97. Lot of 0.0000000000000000000000000012621774483537183642578125000013627200638860357242236328125' x 0.0000000000000000000000000012621774483537183642578125000013627200638860357242236328125' (0.00 sq. ft.)
- 98. Lot of 0.00000000000000000000000000063108872417685918212890625000006813600319430176113161640625' x 0.00000000000000000000000000063108872417685918212890625000006813600319430176113161640625' (0.00 sq. ft.)
- 99. Lot of 0.000000000000000000000000000315544362088429591064453125000003406800159715280565808078125' x 0.000000000000000000000000000315544362088429591064453125000003406800159715280565808078125' (0.00 sq. ft.)
- 100. Lot of 0.0000000000000000000000000001577721810442147955322265625000001703400079876402829040390625' x 0.0000000000000000000000000001577721810442147955322265625000001703400079876402829040390625' (0.00 sq. ft.)
- 101. Lot of 0.000000000000000000000000000078886090522107397766113281250000008517000399370141454021953125' x 0.00000000000000

COUNCIL AGENDA MEMO – 11/18/08 & 11/25/08

III-0

DEPARTMENT: Community Development
AGENDA ITEM: Adoption of Ordinance 4683-0926 - Consider various amendments to the <i>Land Development Code</i> affecting Section 6.4.3, Section 6.4.7 (Fences), Table 6.12.5C (Banners), Table 6.2.9 (Drive-thru Stacking), and Section 6.11.3 (Outdoor Lighting).

Approved By:	Date:
Department Head: Tom Guice	
Finance Director:	
City Manager: Steve Norwood 	11/13/08

Planning staff, in working on various projects and in response to citizen complaints, has identified sections of the *Land Development Code (LDC)* that require amendment. The four sections proposed for amendment relate to: 1) permits for fences and walls; 2) deposit requirements for temporary signage/banners; 3) automobile stacking distance for drive-thru restaurants; and, 4) outdoor lighting. An explanation of each of the proposed amendments is provided, with that portion of the code to be removed shown as a strikeout and the proposed replacement language shown as underlined.

Item 1 (Sections 6.4.3 and 6.4.7 -- Fences)

Background:

Section 6.4.3 specifies permit requirements for the installation of fences and walls. The *LDC* requires site plan review for all fences and permits for any request over 4 feet in height. The purpose of the site plan review is to assist the property owner, or installer, in placing the fence on, or within, the subject property. The permit for fences over 4 feet in height was a reflection of the common need to have footers or other foundations for higher fences. The Building Code contains requirements for permitting fences or walls 6 feet or more in height or if certain other structural requirements apply such as with retaining walls. The *LDC* (Section 6.4.7) further goes into the design requirements of retaining walls; and, in doing so, conflicts with the Building Code requirements. Staff has concerns about the conflict between the provisions of the two codes and desires to simplify the language and remove the conflicts.

6.4.3 / Permit Requirements

It shall be unlawful to install, or construct, or cause to be installed or constructed, any ~~electric or barbed wire fence or any~~ fence or wall more than 4 feet in height without obtaining a permit. All applications for fence or wall permits shall be submitted to the Building Official and shall be accompanied by a sketch or design of the proposed fence or wall and a site plan showing the location of the proposed fence or wall.

6.4.7 / ~~Design Considerations~~ Reserved

~~All retaining walls shall be designed by a structural engineer based on a site-specific geo-technical engineer's soils report. (An approved City standard or ADOT standard retaining wall detail may be considered on a case-by-case basis).~~

Item 2 (Table 6.12.5C – Temporary Signage/Banners)

Background:

Table 6.12.5C describes and places limitations on Temporary Signs. Banners are a subset of “Special Event” signs in the table and have separate limitations and requirements from other Temporary Signs. Among those limitations are a limit of not more than 45 days of usage per year and the unique requirement of a \$100 deposit at the time of each installation.

Collection and administration of the deposit has been an administrative challenge for staff, and the deposit requirement does not benefit the City in the enforcement of these types of temporary sign limitations. Given the administrative difficulties with tracking the deposit, and the fact that special event signage, such as banners, pay a permit fee similar to permanent signage, and the reality that the deposit is not an effective method to minimize temporary signage violations, staff and the Commission agree with deleting the deposit requirement.

Item 3 (Table 6.2.9 -- Drive-thru Stacking)

Background:

Table 6.2.9 specifies requirements for vehicle stacking for various uses with associated drive-through services. In reviewing recent site development plans for restaurant uses, staff discovered what appears to be an anomaly in the number of spaces required. Table 6.2.9 requires 6 spaces prior to the order box and 4 spaces between the order box and the pick-up window. Staff believes these numbers should be reversed to more accurately address the needs of these two components of a typical drive-through restaurant use.

Recent experience indicates that drive-through design tends to have unrestricted stacking prior to the order box to allow customers who choose not to wait the ability to leave. However, from the order box to the pick-up window, stacked vehicles are sometimes captured (contained by raised curbs). Staff and the Commission agree that the potentially captured stacking between the order box and the pick-up window should be required to contain more vehicles than the usually unrestricted stacking prior to the order box.

Activity Type	Minimum Stacking Spaces	Measured From
Restaurant Drive-through	6 <u>4</u>	Order Box
Restaurant Drive-through	<u>4</u> 6	Order box to Pick-up Window

Item 4 (Section 6.11.3 -- Outdoor Lighting)

Background:

Section 6.11.3 specifies exemptions from the Outdoor Lighting regulations. Section 6.11.3.A.1.b applies to Security Lighting on single-family and duplex properties. This section specifically exempts lighting activated by a motion sensor if the motion sensor is not directed beyond a property line. As a result of a neighborhood dispute, it was brought to staff's attention that this language would allow a "security light" to be pointed into a neighbor's backyard provided the motion sensor was not pointed across the property line.

The problem occurs when Party A installs a "security light" on their house, points it at Party B's house and installs a motion sensor. The motion sensor is pointed downward per code, but every time Party A goes outside the motion sensor trips and floods light into Party B's backyard.

Staff and the Commission agrees that the intent of this section is to prevent Party A's security lighting from coming on whenever Party B goes out into his yard. However, it is not intended to allow significant light trespass between residential properties just because a motion sensor is involved. It was agreed that a clarification of the section was needed.

- b.** Security lighting associated with single family and duplex dwellings activated by motion detectors are exempt from the requirements of this Section, provided that such lighting is properly adjusted to turn off when the detected motion ceases and the motion detector and lighting fixtures are not directed beyond a property line.

P&Z Commission Recommendation:

The Planning & Zoning Commission unanimously recommended approval of the proposed *LDC* Amendments.

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4683-0926.

ORDINANCE NO. 4683-0926

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE X, *LAND DEVELOPMENT CODE*, OF THE PRESCOTT CITY CODE BY PROVIDING FOR CHANGES TO SECTION 6.4.3, SECTION 6.4.7, TABLE 6.2.9, SECTION 6.11.3, AND TABLE 6.12.5

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that it would be in the best interest of public necessity, interest, convenience or general welfare to amend the *Land Development Code*; and

WHEREAS, the requirements Title 10 of the Prescott City Code has been complied with.

ENACTMENTS:

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

Section 1. Title X, *Land Development Code*, of the Prescott City Code is hereby amended as follows:

Table 6.2.9

Activity Type	Minimum Stacking Spaces	Measured From
Restaurant Drive-through	6 <u>4</u>	Order Box
Restaurant Drive-through	4 <u>6</u>	Order box to Pick-up Window

Section 6.4.3 / Permit Requirements

It shall be unlawful to install, or construct, or cause to be installed or constructed, any ~~electric or barbed wire fence or any~~ fence or wall more than 4 feet in height without obtaining a permit. All applications for fence or wall permits shall be submitted to the Building Official and shall be accompanied by a sketch or design of the proposed fence or wall and a site plan showing the location of the proposed fence or wall.

Section 6.4.7 / ~~Design Considerations~~ Reserved

~~All retaining walls shall be designed by a structural engineer based on a site specific geo technical engineer's soils report. (An approved City standard or ADOT standard retaining wall detail may be considered on a case by case basis)~~

Section 6.11.3.A.1.b. Security lighting associated with single family and duplex dwellings activated by motion detectors are exempt from the requirements of this Section, provided that such lighting is properly adjusted to turn off when the detected motion ceases and the motion detector and lighting fixtures are not directed beyond a property line.

Table 6.12.5.C (Special Events)

Special Event	All Districts	N/A	Limit: Up to 45 days per calendar year. -\$100 deposit required. Sign must be removed 24 hours after event or deposit is forfeited. May include bunting, banners, pennants, balloons, and other similar special displays.
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PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 12th day of August, 2008.

 JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

 ELIZABETH A. BURKE, City Clerk

 GARY D. KIDD, City Attorney

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COUNCIL AGENDA MEMO – 11/18/08 & 11/25/08

DEPARTMENTS: Public Works

AGENDA ITEM: Approval of Amendment Two to City Contract No. 07-271, Copper Basin Road Improvement Project, with Asphalt Paving & Supply Inc., in the amount of \$495,491.00

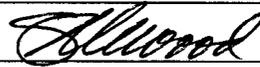
Approved By:

Date:

Department Head: Mark Nietupski

Finance Director: Mark Woodfill

City Manager: Steve Norwood



11/13/08

Item Summary

This item is to amend City Contract No. 07-271 with Asphalt Paving & Supply, Inc., for the Copper Basin Road Improvement Project to adjust the contract amount providing compensation for additional work which has been required.

Background

This past May during sewer main construction along Copper Basin Road east of Hassayampa Village Lane, a slope failure and land slide occurred, which resulted in the loss of an existing patio/porch from the front of a residence. In order to restore the property additional construction, not contemplated by the contract or project plans, is required, which includes a cast in place concrete retaining wall 4' -10' in height, 180' in length; a Versa-lock type wall 6' high, 70' in length; along with chain link fence, drainage pipe, and survey. The cost to construct the required improvements is in the amount of \$260,710.00.

The affected property owner has suffered hardship and loss of use of a portion of her property because of this incident. Due to the extended duration required to obtain the design solution and the impact on the property owner, the contractor was given direction to proceed with construction Monday October 27, 2008.

The required wall construction has been attributed to an error on the part of the engineering firm responsible for the project design. Based on the accumulation of costs associated with design errors, the City has sent a Notice of Claim and Demand for Reimbursement to the engineering firm seeking recovery of the incurred costs. All remedies available to the City will be employed in this pursuit.

Further, the allowance established in the contract for traffic control has been depleted and will be insufficient to complete the project. As with all projects public safety is a paramount concern. The extensive use of temporary barriers to isolate motorists from hazard areas and flaggers to direct alternating one-way traffic has come at greater expense than anticipated. Due to the narrow project corridor it has not been possible to maintain two-way traffic through the work zones. It is recommended that \$150,000.00 be added to the contract for this activity and project completion.

AGENDA ITEM: Approval of Amendment Two to City Contract No. 07-271, Copper Basin Road Improvement Project, with Asphalt Paving & Supply Inc., in the amount of \$495,491.00

Additional costs have also been incurred in the amount \$84,781.00 for diesel fuel and asphalt binder due to increased prices paid by the contractor to date. The contract provides for adjustment of payment for these items, based on market index changes tracked by ADOT.

Contract Summary

Original Contract Amount	\$11,794,541.70	
Amendment 1	\$ 502,018.39	
Amendment 2	<u>\$ 495,491.00</u>	
Revised Total	\$12,792,051.09	8.46% Increase

Budget

Contract Amendment Two, in the amount of \$495,491.00, will increase the total contract amount to \$12,792,051.09. FY 09 budgeted funds are available from the One Cent Sales Tax for Streets and Open Space for the additional work.

Increased contract costs and declining sales tax revenue will affect the Streets CIP in FY 10. Recommendations for street projects implementation or deferral will be made as the FY 10 budget process proceeds.

Attachment - Amendment Two to City Contract No. 07-271

Recommended Action: **MOVE** to approve Amendment Two to City Contract No. 07-271 with Asphalt Paving & Supply Inc., in the amount of \$495,491.00 for the Copper Basin Road Improvement Project.