



PRESCOTT CITY COUNCIL JOINT STUDY SESSION/ SPECIAL MEETING AGENDA

PRESCOTT CITY COUNCIL
JOINT STUDY SESSION/SPECIAL MEETING
TUESDAY, APRIL 21, 2009
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 Joint Study Session/Special Meeting pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:** Father Darrell Olds, Sacred Heart
- ◆ **PLEDGE OF ALLEGIANCE:** Mayor Wilson
- ◆ **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**

STUDY SESSION

I. PRESENTATION

- A. Presentation by YMCA on *"Are You Tougher than a 10 Yr Old Girl?"*

II. DISCUSSION ITEMS

- A. [Public Hearing on Draft FY2009 Annual Action Plan and Amendment to the 2005-2009 Consolidated Plan \(CDBG Program\).](#)

- B. Award of contract to EV Solar Products, Inc. in the amount of \$54,491.39 for installation of a grid-tie solar system for the Prescott Downtown Library.
- C. Adoption of Resolution No. 3950-0956 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into Intergovernmental Agreements (“IGAs”) with the Yavapai County Library District, Yavapai County Community College District, the Town of Chino Valley, the Town of Prescott Valley, the Town of Camp Verde, the City of Cottonwood, Humboldt Unified School District, Prescott Unified School District, the Chino Valley Unified School District, and the Sedona Public Library Board of Trustees, and authorizing Agreements with Prescott College, Embry Riddle Aeronautical University and the Orme School for participation in a library network and integrated library system and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- D. Award of contract for library periodical subscription services to EBSCO Subscription Services for three years at a discount of 3% off list resulting in a total cost of \$15,264.74 for FY2010, with the option to renew for two additional one-year extensions.
- E. Approval to purchase a replacement sanitation truck with extended warranty from Trucks West of Phoenix in the amount of \$227,850.00.
- F. Adoption of Ordinance No. 4696-0939 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the sale of miscellaneous surplus property including vehicles and equipment that were replaced in FY08 and authorizing the Administrative Services Director to execute any and all documents to effectuate said sales.
- G. Adoption of Resolution No. 3955-0961 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an amended Intergovernmental Agreement with the Arizona State Land Department-Fire Management Division for a Cooperative Agreement for fires on forest, wild and agricultural lands, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- H. Adoption of Ordinance No. 4698-0941 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona authorizing the purchase of utility easements from Robin R. Gregor and James G. Gregor; John E. Partin and Elisabeth R. Partin; Yahya R. Kamalipour and Mahboobeh Kamalipour; Reeds Restin Ranch LLC; Donald L. Fisk and Janet K. Fisk; Floriberto Gonzalez and Irene Gonzalez; Alabama Farmers Cooperative, Inc. and Greg Baker for the Big Chino Water Ranch Project,

authorizing the Mayor and staff to execute any and all documents to effectuate said purchases, and declaring an emergency.

- I. Approval of a Special Use Permit for 105 S. Cortez Street – SUP09-001 – to allow the 20' flagpole on the rooftop of the Knights of Pythias building.
- J. Approval of a professional services agreement with Post Buckley Schuh & Jernigan for engineering support services for the Zone 39 Water Mains and Pump Station Upgrade Project in an amount not to exceed \$54,987.00.
- K. Award of bid to Spire Engineering, LLC for the Demerse Avenue Reconstruction Project, Whetstine Avenue to Montebello Lane, in an amount not to exceed \$2,548,937.00.
- L. Adoption of Ordinance No. 4697-0940 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona amending Title XIII, Floodplain Regulations, of the Prescott City Code.
- M. Adoption of Ordinance No. 4699-0942 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the purchase of real properties, easements and improvements from Ronald R. & Billie Jo Nelson and Randall & Mary Beth Woods (Woods Family Trust) and Daniel & Julie Pentico and Michael & Marjorie Strasser for the widening of Williamson Valley Road, and authorizing the Mayor and staff to execute any and all documents to effectuate said purchases.
- N. Adoption of Resolution No. 3953-0959 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, adopting a policy for an identity theft prevention program as set forth herein, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- O. Approval of a contract with Gervasio and Associates in the amount of \$30,000.00 to serve as a testifying expert in Brighton Patio Homes v. City of Prescott.
- P. Approval of a contract in the amount of \$75,000.00 with Jones, Skelton & Hochuli for legal services regarding the 89A/Granite Dells Parkway (Side Road) Traffic Interchange Project.
- Q. Notice of Public Hearing (April 28, 2009) and consideration of liquor license application from Bradley Christensen, applicant for Prescott Hotel Group LLC, for a Series 07, Beer & Wine Bar, license for Residence Inn by Marriott located at 3599 Lee Circle.

- R. Approval of the Minutes of the Prescott City Council Joint Study Session/Special Meeting of April 7, 2009 and the Regular Voting Meeting of April 14, 2009.
- S. Selection of items to be placed on the Regular Voting Meeting Agenda of April 28, 2009.

III. ADJOURNMENT

SPECIAL MEETING

I. Call to Order.

II. Recess into Executive Session.

III. EXECUTIVE SESSION

- A. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to ARS 38-431.03(A)(4).
 - 1. Asphalt Paving & Supply, Inc. v. Granite Dells Estates Properties, Inc., Granite Dells Estates Properties II, Inc.; City of Prescott.
 - 2. High Gate Senior Living Center.

IV. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, City Clerk

COUNCIL AGENDA MEMO – April 21 & 28, 2009

DEPARTMENT: City Manager - Grants

AGENDA ITEM Public Hearing Draft FY 2009 Annual Action Plan and Amendment to the 2005 – 2009 Consolidated Plan (CDBG Program)

Approved By:

Date:

Department Head: Linda Hartmann *LHartmann*

16 April 2009

Finance Director:

City Manager: Steve Norwood *SNorwood*

04/16/09

The Public Comment Draft of the FY2009 Annual Action Plan is the City's fifth Action Plan for CDBG funds. The Amendment to the Consolidated Plan updates our Goals and Strategies as identified in the plan. The development of the 2005-2009 Consolidated Plan and this FY 09 Action Plan provide a foundation for the use of federal, state and local resources to address community development priorities. For this fifth Program year the City has access to an estimated \$320,000. (We are anticipating a 10% increase over last year)

<u>Program Name</u>	<u>Program Type</u>	<u>Funding Amount</u>
Project Aware- Homeless and Temporary Shelter for Men including Vets who are working.	*Case Mgmt for supportive housing vets who are working. *166 Bed nights @12.00 ea Public Service Support Special Needs Population Low to Moderate Income Benefit	<u>FY09 Funds: \$7,000</u>
Prescott Area Women's Shelter (Year round shelter for women and children under 12)	*Shelter Coordinator, new position Public Services Support Special Needs Population, Benefit to Low to Moderate Income Area	<u>FY09 Funds \$32,000</u>
Coalition for Compassionate Justice Mobile Home Roof Repair	Repair/Replace of Mobile Home Roofs for Seniors LMH Improved Living Environment/Quality of Life	<u>FY09 Funds \$15,000</u>
Single Family Housing Rehabilitation	Rehabilitation of Housing Units located in the Dexter Neighborhood LMH Improved Living Environment /Quality of Life	<u>FY09 Funds \$100,000</u>
Campbell Street Improvements continuation	Pavement continuation Low to Moderate Income Area Benefit	<u>FY09 Funds \$102,000</u>
CDBG Grants Administration (includes salaries, public notices, mailings, reproduction/binding costs, training, oversight)	Administration	<u>FY09 Funds \$64,000</u>
ANTICIPATED ALLOCATION		<u>\$320,000</u>

Although these projects do not create affordable housing, they do improve the existing single family housing stock; provide repairs for the elderly in low mod neighborhoods and the ongoing paving project

on Campbell all work toward of creating/retaining jobs in the current environment. These projects, meet a National Objective: Low/Mod Income Area Benefit with a desired Outcome: Accessibility and job retention. Further, these projects are directly related to Council suggestions that CDBG funds be used with the intent to benefit the greater number of people and to allow opportunities for neighborhood infrastructure improvements.

The projects identified as public service support are provided for in HUD regulations. They are capped at 15% of our total grant dollars. The case management creates a job opportunity and the 166 bed nights will assist the shelter in continuation of emergency shelter services. (Project Aware recently lost bed night assistance through another agency due to funding cuts).

The shelter coordinator position identified for the Women's Shelter does indeed provide job creation for this now year round shelter. This homeless shelter has 12 adult beds and beds for children under the age of 12. This is the only year round women's shelter in Prescott.

The two Public Service support projects meet a National Objective: Low Mod Special Clientele with a desired Outcome: Accessibility. It also creates job opportunity

The amendment to the Consolidated Plan is to add to Goals and Objectives #14. Revitalize the Dexter Neighborhood a. Programs that concentrate the rehabilitation of housing stock on the older housing units in the neighborhood. b. Support programs that upgrade the existing housing units.

The 30 day public comment period began April 01, 2009 and concludes on May 01, 2009. Public comments will be addressed and the Plan will be presented to Council for approval on May 5, 2009 The Plan will reach HUD on May 11, 2009. HUD's review and comment period will occur between May 15 and June 30, 2009

Recommended Action: No action at this time.

COUNCIL AGENDA MEMO – April 21 and 28, 2009

DEPARTMENT: Parks, Recreation and Library

AGENDA ITEM: Award Contract for Rooftop Solar Panels for the Prescott Downtown Library

Approved By:

Date:

Department Head: Debbie Horton

Finance Director: Mark Woodfill

City Manager: Steve Norwood



04/16/09

Background

The Purchasing Division issued a request for proposals for a minimum 8.2 kW solar panel system on March 17, 2009. The library proposes to use this installation both as a means of reducing electrical bills and as a solar demonstration project for municipalities, non-profits, and citizens considering solar options for themselves.

On March 25, 2009 15 firms were represented at a mandatory pre-proposal meeting. Contractors were asked to design a rooftop installation which could easily be enlarged as additional funds became available. Contractors were also urged to include value-added services, such as assistance in obtaining available renewable energy incentives.

13 proposals from 8 firms were opened on April 9, 2009. Cost per installed kW ranged from \$5,450 to \$11,955 before applying APS up-front incentives of up to \$2.50 per Watt. Of the three low bidders, only EV Solar of Chino Valley offered to factor the APS incentives into the system cost, thus reducing the contract amount by \$24,806. Of the three low bidders, only EV Solar proposed a solution that responded directly to the library's request for an easily and incrementally expandable system.

EV Solar proposes Enphase inverters at each module, meaning rooftop solar panels can be expanded in small increments, as funding permits. Based on expertise, price, and value-added services, staff recommends the selection of EV Solar Products, Inc. to provide the solar panels.

The APS up-front incentives will result in an 11kW system priced at \$79,297.39 installed for a total cost of \$54,491.39. Over the 25 year system life, the City of Prescott should see an average monthly utility savings of \$956, for a total life-cycle payback of 522%. Over this same 25 year period, the library will also reduce green house gas emissions by 305 tons of CO2.

If authorized, these projects will be funded from Yavapai County Library District property tax monies designated for library automation and special projects (1-82004). Per the FY 2008/2009 Library Service Agreement between Yavapai County Library District and the City of Prescott, remaining FY2009 funds must be spent by June 30, 2009.

Recommended Action: Should Council approve, **MOVE** to authorize award of a contract for \$54,491.39 for installation of a grid-tie solar system to EV Solar Products, Inc.

COUNCIL AGENDA MEMO – April 21 & 28, 2009

DEPARTMENT: Parks, Recreation and Library

AGENDA ITEM: Approve Participating Library Agreements with members of the Yavapai Library Network

Approved By:

Date:

Department Head: Debbie Horton

Finance Director: Mark Woodfill

City Manager: Steve Norwood



04/15/09

Background

The Yavapai Library Network (YLN) was established in 1985 for the purpose of providing cost-effective library automation services to the residents of Yavapai County. The consortium is housed at and staffed by Prescott Public Library. In 1993 the City of Prescott approved Participating Library Agreements with the fiscal agencies responsible for the 13 libraries of the Yavapai Library Network. These Inter Governmental Agreements detail services provided to participating libraries, as well as their financial obligation to the City.

Thanks to forward-thinking decision makers, since 1993 the Yavapai Library Network has grown to include 41 public, school and college libraries. The joint holdings of the Yavapai Library Network now include over a million items. On average each item is checked out 2.2 times each year.

Each participating library contributes to shared Yavapai Library Network costs per the formula developed in 1993, at the time the original IGAs were drafted. Since then, between computers and the internet, the way libraries do business has changed dramatically, and the original funding formula has become outmoded.

In 2008 the YLN Management Committee worked with a library automation consultant to develop a new funding formula based on dynamic factors. The new formula increases costs for heavy users of network resources and decreases costs for less busy libraries. Because the new formula bills more costs out to member libraries, the City of Prescott's share of Library Network Division (822) costs will be reduced when the formula takes effect in FY2010. The Yavapai Library Network Management Committee believes the new funding formula is fair to all members, and approved it unanimously.

The new formula requires new IGAs between member libraries and the City of Prescott. Since two public presentations in early December, the Boards and Councils of member libraries have approved and signed the thirteen Participating Library Agreements covered by this resolution.

Recommended Action: MOVE to adopt Resolution No. 3950-0956.

YLN INTERGOVERNMENTAL AGREEMENTS

Camp Verde Public Library

Chino Valley Unified School District

CV High School

Chino Valley Public Library

Cottonwood Public Library

Embry Riddle University

Humboldt Unified School District

Bradshaw Mtn

Prescott Unified School District

Abia Judd Elem

Granite Mtn Middle

Lincoln Elem

Miller Valley Elem

Prescott High School

Prescott Mile High

Taylor Hicks Elem

Washington Elem

Orme School

Prescott College

Prescott College-Tuc

Prescott Valley Public Library

Sedona Public Library

Beaver Creek

Village of Oak Creek

Yavapai College

Yavapai County Library District

Ash Fork

Bagdad

Black Canyon City

Clarkdale

Congress

Cordes Lakes

Crown King

Dewey-Humboldt

Jerome

Mayer

Seligman

Wilhoit

Yarnell

RESOLUTION NO. 3950-0956

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS ("IGAs") WITH THE YAVAPAI COUNTY LIBRARY DISTRICT, YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, THE TOWN OF CHINO VALLEY, THE TOWN OF PRESCOTT VALLEY, THE TOWN OF CAMP VERDE, THE CITY OF COTTONWOOD, HUMBOLDT UNIFIED SCHOOL DISTRICT, PRESCOTT UNIFIED SCHOOL DISTRICT, THE CHINO VALLEY UNIFIED SCHOOL DISTRICT, AND THE SEDONA PUBLIC LIBRARY BOARD OF TRUSTEES, AND AUTHORIZING AGREEMENTS WITH PRESCOTT COLLEGE, EMBRY RIDDLE AERONAUTICAL UNIVERSITY, AND THE ORME SCHOOL FOR PARTICIPATION IN A LIBRARY NETWORK AND INTEGRATED LIBRARY SYSTEM AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott operates and maintains a library within the corporate limits of the City of Prescott; and

WHEREAS, the Prescott Public Library has been designated as the central site and administrative agency for an integrated library system; and

WHEREAS, the parties hereto wish to enter into an agreement for the cooperation in providing certain library services to residents of Yavapai County.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the Intergovernmental Agreements with the Yavapai County Library District, Yavapai County Community College District, the Town of Chino Valley, the Town of Prescott Valley, the City of Cottonwood, the Town of Camp Verde, Humboldt Unified School District, Prescott Unified School District, Chino Valley Unified School District, and the Sedona Public Library Board of Trustees for participation in a library network and integrated library system, in the form attached hereto as Exhibit "A".

Section 2. THAT the Mayor and staff hereby approve the Agreements with Prescott College, Embry Riddle Aeronautical University, and The Orme School for participation in a library network and integrated library system, in the form attached hereto as Exhibit "A".

Section 3. THAT the Mayor and Staff are hereby authorized to execute the attached Intergovernmental Agreements and other Agreements and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28th day of April, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT "A"

YAVAPAI LIBRARY NETWORK PARTICIPATING LIBRARY AUTOMATION AGREEMENT

This Participating Library Automation Agreement ("Agreement"), made and entered into this 26 day of February, 2009, by and between the City of Prescott ("City"), a municipal corporation in the of State of Arizona, on behalf of the Prescott Public Library acting as both a party to the agreement and as an agent for each participating library within the consortium of libraries, solely for the purpose of entering into this agreement on behalf of the Yavapai Library Network, hereafter referred to as "YLN" or "Network", and pursuant to the authority of Article 1, Section 3 of the Prescott City Charter, and the **TOWN OF PRESCOTT VALLEY**, a participating member in the Yavapai Library Network, for the purpose of including **Prescott Valley Public Library** as part of the Network's Integrated Library System.

WHEREAS, the purpose of the Yavapai Library Network is to develop, share in the purchase, operation, and benefits of an integrated library system including: the charging and discharging of library materials, the collection and reporting of circulation statistics, the sending of overdue and reserve notices to library patrons, the maintenance of patron files including delinquencies, the maintenance of library catalogues, the acquisition of materials, serials control, community bulletin boards, and gateways to other libraries. In addition, the integrated library system will facilitate intralibrary loans between these parties, as well as other participating libraries, and to other library systems in the State of Arizona. It is intended to include all library materials held by the participating libraries;

WHEREAS, it is in the best interest of the general public as well as the library patrons, and library staff of **Prescott Valley Public Library** that they be entitled to reciprocal use privileges with the participating libraries of the Yavapai Library Network;

WHEREAS, the Yavapai County Library District, a participating library in the Yavapai Library Network, has purchased an Integrated Library System to serve the Yavapai Library Network;

WHEREAS, the Prescott Public Library, referred to as the "Central Site" will house, operate, and maintain the system on behalf of the **Yavapai County Library District** and the Yavapai Library Network; and provide centralized administrative coordination for the participating libraries in the Yavapai Library Network, including entering into and administering a Maintenance Agreement with YLN's Integrated Library System vendor;

WHEREAS, the City on behalf of the Prescott Public Library and **Prescott Valley Public Library** desire to share in the cost both of automated services made possible and provided by the Integrated Library System, and other services as determined and agreed to by the Yavapai Library Network.

NOW THEREFORE, the parties agree as follows:

1. **GOVERNING COMMITTEE:** All participating libraries shall agree to abide by the Bylaws and the policies of the governing committee, hereafter called the "Network Management Committee" composed of the Library Directors and the Library Network Manager.

This committee will meet regularly to discuss such matters as file maintenance, telecommunications, standards for database maintenance and operating protocols, equipment needs, service objectives, fees, and enhancements, including: software and hardware upgrades or additions. The cost of such upgrades or additions for the exclusive use of one participating library will be the responsibility of that library. The cost of such upgrades or additions for shared use will be borne by the parties based on the formula in effect at the time.

2. INTEGRATED LIBRARY SYSTEM: Each participating library agrees to acquire, license, and install, at its sole expense, staff and public access workstations and peripherals as needed by the participating library as well as the necessary cabling and hardware to make the connection to the integrated library system at the Central Site, and to procure and arrange for the necessary telecommunications to connect the participating library to the integrated library system at the Central Site as prescribed, planned and approved by the Yavapai Library Network Management Committee.

3. OPERATION OF THE SYSTEM:

(A) Prescott Public Library will operate the integrated library system continuously, as well as other Network-approved additions to the system. When maintenance and backup routines are required, Network members will be notified in advance of scheduled shutdowns.

(B) Prescott Public Library shall cause the integrated library system to produce reports and notices specified by participating libraries, according to accepted protocols and instructions and authorized by the Library Network Manager, in a timely fashion. Where appropriate, participating libraries will be authorized to produce reports and notices at their library.

(C) The Network Management Committee will continuously review telecommunications options for maximum benefit to users and cost efficiencies to the participating libraries. The Committee will implement such changes as deemed appropriate and consistent with Network Bylaws (Addendum #1) and distribute costs that are of a Network nature utilizing the formula in effect at the time.

(D) Interfaces between the bibliographic utilities in use locally and the integrated library system are included in the current system configuration; subsequent interfaces will be the responsibility of each participating library in consultation with the Library Network Manager.

4. MAINTENANCE:

(A) Participating libraries may execute and maintain in effect at their own expense a separate Maintenance Agreement relating to the maintenance of their own circulation stations and peripherals referred to in Section 2 (Integrated Library System) above, or may provide maintenance at their own expense on their own equipment.

(B) Prescott Public Library will enter into and maintain in effect the Integrated Library System vendor's Maintenance Agreement relating to the Central Site hardware, Central Site software, and peripheral (client) software.

(C) In the event of the future expansion of Central Site hardware, or an event not covered under the terms of the Maintenance Agreement for the Integrated Library System, all participating libraries shall share in the capital and/or maintenance costs of such expansion or repair on the basis of their proportional share under the funding formula laid out in Section 8 of this Agreement.

5. ACCESS TO DATA:

A) The participating libraries agree that full and free access shall be allowed to the information stored in the integrated library system relating to the bibliographic descriptions of library materials at each of the libraries and relating to the holdings, availability, and circulation status of such library materials.

(B) The participating libraries each agree to maintain the confidentiality of the information stored in the integrated library system relating to patrons of each library.

(C) Prescott Public Library shall allow participating libraries access to the machine-readable information stored in the integrated library system relating to the patrons, titles, holdings, and circulation status of each respective participating library, and shall provide and maintain facilities to extract and/or copy said information in machine-readable or other form. Actual extraction of data shall be at the sole expense of each requesting library.

6. SUPPLIES, LICENSES AND TELECOMMUNICATIONS: All participating libraries shall purchase supplies, licenses and telecommunication connectivity to the Central Site at their sole expense. Supplies should be cleared with the Library Network Manager prior to purchase to confirm compatibility with the system. Licenses must be approved and ordered by the Library Network Manager and purchased through the Yavapai County Library District, as fiscal agent for the Network. Said licenses may be purchased either by each participating library or by the Network as a whole with the approval of the Network Management Committee. Installation costs and monthly charges for connectivity to the Central Site, as well as any maintenance costs for locally purchased and installed telecommunications equipment, are the sole responsibility of each participating library. Costs for Network-authorized telecommunication projects, such as frame relay, will be based on the formula for shared costs in effect at the time as described in Section 8.

Participating libraries shall pay telephone installation costs and monthly bills on their dedicated lines (if any) located at the Central Site, as well as any maintenance contracts for equipment installed locally and at their request (if any), and shall share in future Network-authorized telecommunication projects, such as frame relay, based on a cost distribution formula outlined below in Section 8.

7. MARC RECORDS: All participating libraries agree to comply with the Yavapai Library Network protocols with regard to machine-readable cataloging; to requirements for conversion and authority control; and to supplemental inclusion of foreign or locally constructed databases. The costs associated with authority control will be shared on the basis of the proportional number of titles each participating library has in the database at time of authority control processing.

8. FORMULA FOR SHARED COSTS: The Yavapai Library Network has agreed on a method for assessing participating libraries for costs associated with the purchase, maintenance, and

operation of the shared integrated library system. This method is detailed in Exhibit A to this Agreement and is incorporated here by reference to Exhibit A.

The formula included in Exhibit A may be recalculated and its weights and weighting factors revised on an annual basis. The authority to recalculate the formula in Exhibit A rests with the Network Management Committee. The vote for any such revision must be a majority of those present, which shall require a quorum. As required by Article 3, Section 7 of the Bylaws of the Yavapai Library Network, a quorum is two-thirds of the voting members. The City of Prescott will provide any revision in writing to the **Town of Prescott Valley**, accompanied by a document prepared by the Network Management Committee outlining a rationale for and details of any changes. Annual review of the formula and notification of changes will take place on a schedule agreed to by the Network Management Committee.

Whenever a participating library joins or withdraws from the Network, the assessment amounts will change to the benefit or detriment of existing members.

The annual maintenance obligation of each participating library will be calculated each year based on current values in effect at the time for each participating library and the Network as a whole, using the formula in Exhibit A. The annual calculation will occur on a schedule that meets City of Prescott invoicing requirements. Notification of maintenance obligation amount will be provided by the Network Management Committee to participating libraries at the same time the information is provided to the City of Prescott.

Maintenance costs arising from the exclusive use of any upgrade or addition to the system that is not system-wide will be billed back to that library, or libraries, making such sole use of the addition and/or upgrade.

Prescott Public Library will underwrite the cost of the Central Site, including utilities, backup tapes, and Central Site supplies.

Other costs determined to be of a general Network nature; e.g. upgrades, authority control, added interfaces, added databases and other peripheral services will be reviewed by the Network Management Committee and assessed on a prorated basis to all, or such subgroup of members, consistent with the formula for the distribution of Network costs in effect at the time such cost commitments are made.

9. INVOICES: Prescott Public Library shall submit invoices for maintenance costs as reflected by the Maintenance Agreement entered into between the City of Prescott and the Integrated Library System vendor, and assigned to participating libraries as per the formula in effect on July 1 of each year, as well as other maintenance related to the integrated library system such as uninterrupted power supply, routers, hubs, switches, and other system-related elements not maintained by the vendor.

Invoices will be submitted during the first quarter of each calendar year. Yavapai County Library District as fiscal agent for the Network will bill each participating library annually for the proportional share of the membership assessment as determined by the Network Management Committee as per the Bylaws and distributed as per formula in Section 8 of this Agreement.

Payments are due and payable for all invoices and billings pursuant to this Agreement within thirty days of said billing or invoice.

10. INCLUSION OF ADDITIONAL LIBRARY AGENCIES: If any participating library elects in the future to sign on or include a library agency not heretofore encompassed by this Agreement but located within its jurisdiction or library system, additional fees will be charged under this Agreement for each library agency added. These extra charges shall include those costs set forth by Sections 8 and 9 above. For example, if the Prescott Unified School District #1 decided to add Prescott Mile High Middle School to the system, it would be charged these additional fees set by the Network and in effect at that point in time for this installation site.

In addition each new participating library will be obligated for one-time fees to the Network's Integrated Library System vendor for various costs associated with software modules, data loading and/or conversion, and custom programming that they select.

11. PARTICIPATING LIBRARY AGREEMENT AND BYLAWS: The parties contemplate that there may be other libraries within Yavapai County which may join in the use of the automation system in the future. Participation in the Network is in accordance with the Yavapai Library Network Bylaws and is conditional on entering into a Participating Library Agreement with the City of Prescott.

12. LICENSES: Licenses remain the property of the participating library and are transferable within the Network.

13. OWNERSHIP: Ownership of the Integrated Library System license will reside with the Yavapai County Library District in trust for the Network on the same basis as costs having been assessed. The residual value of the system is expected to be minimal. Ownership of system components shall be the property of the entity purchasing the component.

14. TERM: The initial term of this Agreement shall be for one (1) year to commence as of the date first above written and shall automatically continue for consecutive annual renewal terms unless terminated by either participant upon giving written notice to the other participant six (6) months prior to their effective date of withdrawal. However, any existing contracts shall remain binding upon all other participating libraries under this Agreement. Termination shall forfeit any rights and interests of the withdrawing party to any property held jointly by the members.

Pursuant to A.R.S., Section 38-511, any political subdivision 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 political subdivision is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other part to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, such political subdivision may elect 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 said political subdivision from any other party to the agreement arising as a result of this agreement.

IN WITNESS WHEREOF, executed this _____ day of _____, 2009.

CITY OF PRESCOTT
individually and as agent for YLN

By _____
Jack Wilson
Mayor

ATTEST:

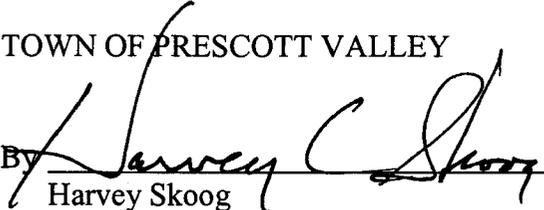
Elizabeth A. Burke, MMC
City Clerk

APPROVED AS TO FORM:

Gary Kidd
City Attorney

IN WITNESS WHEREOF, executed this _____ day of _____, 2009.

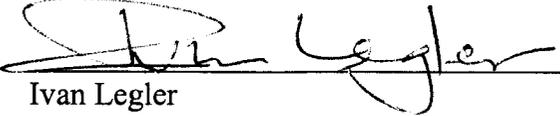
TOWN OF PRESCOTT VALLEY

By 
Harvey Skoog
Mayor

ATTEST:


Diane Russell
Town Clerk

APPROVED AS TO FORM:


Ivan Legler
Town Attorney

Determinations of Counsel

In accordance with A.R.S. § 11-952, this Intergovernmental Agreement has been reviewed by the undersigned legal counsel who has determined that this contract is in appropriate form and within the powers and authority granted to the City of Prescott.

By _____ Date _____
Counsel for the City of Prescott

In accordance with A.R.S. § 11-952, this Intergovernmental Agreement has been reviewed by the undersigned legal counsel who has determined that this contract is in appropriate form and within the powers and authority granted to the Town of Prescott Valley.

By  Date 2/27/09
Counsel for the Town of Prescott Valley

COUNCIL AGENDA MEMO – April 21 and 28, 2009

II-D

DEPARTMENT: Parks, Recreation and Library

AGENDA ITEM: Award Contract for Library Periodical Subscription Services

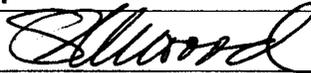
Approved By:

Date:

Department Head: Debbie Horton

Finance Director: Mark Woodfill

City Manager: Steve Norwood



04/16/09

Background

Prescott Public Library utilizes a periodicals vendor to provide library patrons with timely access to approximately 300 subscriptions to magazines and newspapers. Consolidation of these subscriptions with one periodical vendor delegates tracking and renewal of these subscriptions to the vendor, and means staff works with one vendor instead of 300.

In June 2006 the City of Prescott awarded EVA Subscription Services (EVA) a contract for library periodical subscription services, to commence with the 2007 calendar year. EVA's service to Prescott Public Library was unsatisfactory from the start. Almost 100 titles were consistently missing or late. Complaints from library patrons were constant and legitimate.

After consultation with the City of Prescott Legal Department, staff exercised the right to cancel the contract based on breach of contract by not providing published periodicals in a timely manner. Staff sent a registered letter to EVA advising them the City's contract with EVA would cease as of December 31, 2008.

The original request for proposal resulting in the current contract with EVA Subscription Services received additional responses from W.T. Cox Subscriptions (Cox) and Ebsco Subscription Services (EBSCO).

Staff has documented the circumstances in which both EVA and Cox have failed to meet their contractual obligations in past. Additionally, along with Ebsco, these companies comprise the only known qualified bidders after numerous proposals.

Previous experience with EBSCO had been trouble-free. To restore public confidence in library periodical services, Council approved awarding a contract for provision of library periodical subscription services to EBSCO Subscription Services for FY2009.

Recommended Action: Should Council approve, **MOVE** to award a three-year contract for periodical services to EBSCO at a discount of 3% off list resulting in a total cost of \$15,264.74 for FY2010 periodical subscriptions, with the option to renew for two additional one-year extensions.

COUNCIL AGENDA MEMO – April 21/28, 2009

II-E

DEPARTMENT: Field Operations

AGENDA ITEM: Purchase of one one side-load refuse truck. Replacement for vehicle #1028.

Approved By:

Date:

Department Head: Chad McDowell

Finance Director: Mark Woodfill

City Manager: Steve Norwood



04/24/09

Background:

As part of Fleet Management's vehicle replacement program, we are requesting authorization to purchase a new side-load refuse truck for the Solid Waste Division. Vehicle #1028 is past due for replacement. The replaced vehicle will become a back-up for vehicles under repair; the current back-up will go to auction when this vehicle is received.

Financial:

On March 12, 2009, fourteen bids from four different vendors were received for the automated side-load refuse truck. The Bid Tab is attached. Trucks West of Phoenix is the most responsive bidder. This truck, in addition to fulfilling all aspects of the specifications, has the soonest delivery time, and is essentially the same as the remainder of our side-load fleet. The hidden benefit to this choice is NOT having to stock a minimum of \$4,000 in a new brand of replacement parts. Two of the trucks were bid at a lower price than the selected truck. These trucks are prototype vehicles; only one similar truck is in use in Arizona, on a low-use recycle route. Fleet Management and Solid Waste personnel are more than reluctant to spend precious resources on a test of an unproven piece of equipment.

The dealer offers a package including extended warranties, which are recommended by Fleet Maintenance and have proven very cost-effective in the past. We would like to include the package with this purchase for a total price of \$227,850.00

The selected truck is under budget. Monies are available in Fund 10-88402-721. If the truck were ordered in May, we would expect delivery in August 2009.

Recommended Action: MOVE to approve purchase of replacement sanitation truck with extended warranty from Trucks West of Phoenix in the amount of \$227,850.00.

COUNCIL AGENDA MEMO – April 21 & 28, 2009

M

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DEPARTMENT: ADMINISTRATIVE SERVICES

AGENDA ITEM: ORDINANCE AUTHORIZING THE SALE OF SURPLUS PROPERTY

Approved By:

Date:

Department Head: MIC FENECH

Finance Director: MARK WOODFILL

City Manager: STEVEN NORWOOD

SNorwood

04/14/09

BACKGROUND:

Fleet Maintenance is preparing to dispose of surplus vehicles and equipment that were replaced in FY09. For the past several years, the City has used online auction services provided successfully by Rene Bates Auctioneers for disposal of surplus vehicles and equipment. This contract allows Bates a 10% commission and specifies that Bates will collect and distribute all applicable Arizona taxes (State, County and City). The benefits of online auctioning are as follows:

- Sale items are exposed to a larger market and longer auction time.
- National advertising results in higher prices paid for items.
- Reduces manpower and overtime expenses.
- Eliminates guesswork regarding foul weather on auction day.

Per the City's Procurement Code, Council authorization is required for any item with auction proceeds expected to exceed \$3,000. A list of such vehicles and equipment is attached to this memo and identified as Attachment 'A'. Please note that the number of auction items is quite small due to the reduction in the City's replacement budget and the subsequent limited replacement of vehicles.

Also attached as Attachment 'B' is a compilation of past auction data. This data is not intended as a guarantee of auction performance but more as historical information only. Council should also note that the current economy may inhibit the bidding to below past auction levels.

Recommended Action: MOVE to adopt Ordinance No. 4696-0939.

ORDINANCE NO. 4696-0939

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SALE OF MISCELLANEOUS SURPLUS PROPERTY INCLUDING VEHICLES AND EQUIPMENT THAT WERE REPLACED IN FY08 AND AUTHORIZING THE ADMINISTRATIVE SERVICES DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID SALES

RECITALS:

WHEREAS, the City Council has determined that the personal property, including vehicles and equipment, as listed on the attached Attachment "A" is not needed or not likely to be needed by the City within a reasonable future time; and

WHEREAS, an annual auction of surplus property will be scheduled at a determined time and whereas Renee Bates Auctioneers conducts regular auctions of surplus governmental properties and has successfully conducted such online auctions on behalf of the City of Prescott, and

WHEREAS, notice of the foregoing auction will comply with the requirements of Article VIII, Section 12 of the City Charter.

ENACTMENTS:

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

SECTION 1. THAT the property listed on Attachment "A", attached hereto and made a part hereof, is hereby declared to be surplus.

SECTION 2. THAT City staff is hereby directed to sell the property listed on Attachment "A" at an online auction to be conducted through a public auction and bidding process annual auction of surplus property by Renee Bates Auctioneers at a 10% commission rate to be held on a date to be determined.

SECTION 3. THAT City Staff is hereby empowered to accept the highest responsible bid for each of the items listed on Attachment "A".

SECTION 4. THAT City staff is hereby authorized to execute any and all documents in order to effectuate the foregoing sales, and to deliver title to said properties upon payment by the successful bidder of the total bid price.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 28th day of April, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

Rene Bates ~ April 2009

Asset	Vin Serial	Year	Description	Aprox. Mileage	Aprox. Hrs	C.C	Replacement Criteria
469	16DHK34W5DV529901	1983	GMC CAB_CHASSIS TRUCK 4x4	88,152		O	MEETS AGE REQ. & CAB CHASSIS ONLY
733	44KFT4287PWZI7675	1993	HME FIRE TRUCK CENTRAL STATES	102,144	10,000	I	MEETS AGE REQ., ENG INOP & PARTS MISSING
791	1FALP52UOS6Z36234	1995	FORD TAURUS	78,078		O	MEETS AGE REQ. UNRELIABLE & HIGH MANT
821	1A9S24DR3SR059095	1995	MOBIL ATHEY M9B STREET SWEEPER	92,507	11,652	I	MEETS AGE REQ. INOP & HIGH MAINT COST
882	1FTRF18L6WKA67760	1998	FORD Pick-Up F-150 4X4	100,887		O	MEETS AGE REQ. & AGE
897	2FAPF71W7WX147921	1998	FORD CROWN VIC	109,582		O	MEETS AGE REQ. & AGE
920	2FAFP71W8XX190276	1999	FORD CROWN VIC	101,996		O	MEETS AGE REQ. & AGE
929	1FDEE14N7JHC19507	1988	FORD VAN E-150	106,460		O	MEETS AGE REQ. & AGE
951	1FMPU16LOYLB62503	2000	FORD EXPEDITION	116,002		O	MEETS MILEAGE
			I = Inoperative	W = Wrecked	? = Unknown		
			C.C = Condition Codes				

Rene Bates ~ July 10 2008

1	996	\$73,200.00
2	944	\$33,000.00
3	885	\$2,201.00
4	647	\$2,000.00
5	522	\$700.00
6	739	\$1,850.00
7	950	\$2,800.00
8	888	\$2,800.01
9	845	\$1,700.00
10	801	\$2,000.00
11	784	\$1,702.00
12	782	\$1,700.00
13	814	\$1,350.00
14	778	\$1,751.00
15	455	\$910.00
16	780	\$1,051.00
17	1050	\$1,850.00
18	918	\$902.00
19	916	\$1,025.00
20	896	\$901.00
21	900	\$901.00
22	899	\$950.00
23	794	\$802.00
24	763	\$360.00
25	486	\$410.00
26	Truck Bed A	\$85.00
27	Truck Bed B	\$103.00
		\$139,004.01
	COST	\$13,900.00
	TOTAL	\$125,104.25

#

							Location
x	393	12-840	TCM33AV568987	GMC	1979	Cab Chassis	golf course
x	464	01-836	1GCEK14H8DJ1606	Chevy	1983	Cheyenne 1500	WWTP
x	515	12-840	MAMMT750D	Misub	1984	Tractor	golf course
x	526	01-832	1GCEC14H3FS174757	Chevy	1985	1/2 Ton PU	WWTP
na	551	02-911	149550-u85-957	IR	1985	Ingersol - Rand Compressor	WWTP
na	592	02-911	159762-u87-957	IR	1987	Ingersol - Rand Compressor	WWTP
x	619	11-900	1GBGR34K8JJ121618	Chevy	1988	1 Ton	WWTP
x	627	10-884	6BHR34KXJJ121589	Chevy	1988	1 Ton	WWTP
x	652	01-863	A000501989 / TS4dr	Sutphen	1989	Fire Truck w/ 75 ' ladder	WWTP
x	684	13-921	2HTTEG8R2MCO45204	IT	1991	Sewer Cleaner	WWTP
x	689	01-852	2HTTEG8R2MCO20XX	KAW	1991	PD MOTORCYCLE	WWTP
na	695	02-910	T0410CG772547	JD	1990	John Deere Backhoe	WWTP
na	700	02-911	JJG0206422	Case	1991	Case 590 Backhoe 4x4	WWTP
x	704	07-886	4V2JCBMD2NR815594	GMC	1992	Dump Truck	WWTP
x	712	07-886	2FDKF38GONCA54226	Ford	1992	F-350 4X4	WWTP
x	725	01-832	1FTEF15N4NPB02947	Ford	1992	F-150	WWTP
x	743	02-911	1GBJC34kOPE203271	Chevy	1993	Chevy C30	WWTP
x	744	01-867	1GNDT13W3R2129891	Chevy	1994	Chevy Blazer	WWTP
x	763	01-854	1FALP52U0SG236234	Ford	1995	Taurus	WWTP
x	785	07-886	2FDKF38G8SCA24340	Ford	1995	F-350 4X4	WWTP
x	832	12-840	JT4RN50A0J5181605	Toyota	1988	PU	golf course
x	833	07-886	1HTSEAAR7TH410512	IH	1996	IH 4800 4X4 Sewer Cleaner	WWTP
x	837	29-887	1B7HC16Y2TJ152096	Dodge	1996	Dodge 1500 4x2	WWTP
x	853	07-886	3FEKF38G5VMA14580	Ford	1997	1 ton 4X4	WWTP
x	861	01-867	1FTEX14NXLKA73436	Ford	1990	F-150 4X4	WWTP
x	1011	01-867	1FTHF25H5SNB26193	Ford	1995	F-250	WWTP
x	1054	01-855	2FAHP7W43X190990	Ford	2003	CROWN VIC	WWTP
na	Tires					6 - TIRES	WWTP
x	849	1-854	JKAKZCP26TB514560	KAW	1996	MC Parts only	WWTP

COUNCIL AGENDA MEMO – April 21 & 28, 2009

I-G

DEPARTMENT: Fire

AGENDA ITEM: Amendment to Cooperative Intergovernmental Agreement with Arizona State Forestry Division to allow direct purchasing from US General Services Administrative (GSA) for the purchase of Wildland fire equipment.

Approved By:

Date:

Department Head: Darrell Willis

Finance Director: Mark Woodfill

City Manager: Steve Norwood



04/15/09

BACKGROUND

Since March of 1988 the City of Prescott Fire Department has had an agreement with Arizona State Forestry Division (ASFD) for the prevention and suppression of wildland fires. The agreement covers not only incorporated land within the city, but state lands and also federal lands around the state and country. ASFD is our conduit to the federal government for the use and payment for federal resources such as aircraft, hot shot crews, and incident management teams. The agreement also allows us to tap into excess equipment from both the state and federal agencies. Without this agreement we cannot be reimbursed for fighting wildland fires out of our jurisdiction.

STATUS

Under the current agreement, we pay an additional 10% surcharge to ASFD for the purchase of wildland fire equipment. With the new amendment, the City of Prescott will be able to purchase directly with GSA saving the 10% charge. Most of the equipment purchased from GSA is specialized and cannot be purchased locally. Items that are available locally are purchased from our local retailers.

Recommended Action: MOVE to adopt Resolution No. 3955-0961.

RESOLUTION NO. 3955-0961

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN AMENDED INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE LAND DEPARTMENT–FIRE MANAGEMENT DIVISION FOR A COOPERATIVE AGREEMENT FOR FIRES ON FOREST, WILD AND AGRICULTURAL LANDS, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the parties hereto are empowered to enter into cooperative intergovernmental agreements pursuant to ARS Section 37-623(E) for the prevention and suppression of wildfires on forest, wild and agricultural lands; and

WHEREAS, the City of Prescott operates a fire department within the corporate limits of the City of Prescott, and in close proximity to forest, wild and agricultural lands; and

WHEREAS, the parties previously entered into an a Cooperative Intergovernmental Agreement (“IGA”) on March 11, 1997 and now wish to amend the IGA to add pertinent provisions in order to allow the City of Prescott Fire Department access to the Federal Purchasing system to purchase fire protection equipment and supplies.

WHEREAS, it would be to the benefit of the citizens of Prescott and the citizens of the community for the City of Prescott to enter into an amended cooperative intergovernmental agreement for the prevention and suppression of wildfires on forest, wild and agricultural lands with the State Forester.

ENACTMENTS:

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

Section 1. That the City of Prescott hereby approves the Amended Intergovernmental Agreement with the Arizona State Land Department–Fire Management Division for the prevention and suppression of wildfires on forest, wild and agricultural lands, attached hereto as Exhibit “A.”

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28th day of April, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT 'A'**Amended Arizona State Forestry Division Intergovernmental Agreement****For****GSA Federal Purchasing System Activity Code****AG Contract No. KR95-1311-LNR**

The State Forester and the **City of Prescott** hereby amend the Cooperative Intergovernmental Agreement ("IGA") identified as **KR95-1311-LNR** between the State Forester and the City of Prescott entered under authority of A.R.S. 37-622, A.R.S. 37-623.01(A), A.R.S. 37-623(F), and A.R.S. 11-952 to add the following provisions in order to allow the City of Prescott Fire Department access to the Federal Purchasing System to purchase fire protection equipment and supplies. This Amended IGA will become effective upon filing with the Secretary of State.

THE STATE FORESTER AGREES TO:

1. Make recommendation to the USDA Forest Service that the CITY OF PRESCOTT FIRE DEPARTMENT be authorized access to the GSA Federal Purchasing System to purchase fire protection equipment and supplies.
2. Monitor purchases of the City of Prescott Fire Department pursuant to these amendment guidelines.

THE COOPERATOR AGREES:

1. To **Purchase ONLY fire protection equipment and supplies.** Fire protection equipment and supplies which includes personal protective equipment, hand tools related to fire fighting, pumps, hose and water handling accessories, brush truck slip-in units, various fire apparatus and other items directly related to fire suppression.
2. The City of Prescott Fire Department assumes all responsibility for ordering said fire protection equipment and supplies and for payment of such supplies in full. The City of Prescott Fire Department and/or agency agrees that the State of Arizona or any of its affiliates is not responsible for payment or reimbursement of such fire protection equipment or supplies purchased.
3. For auditing purposes, a copy of all orders placed must be sent to:

Arizona State Forestry Division
Office of the State Forester
Procurement Officer
1110 West Washington, Suite 100
Phoenix, AZ 85007

4. Failure to comply with the terms and conditions of this amendment may result in immediate cancellations of this amendment outlined herein.

IT IS MUTUALLY AGREED:

1. That the foregoing provisions for purchase GSA wildland fire suppression equipment through the State Forester may be terminated upon thirty days notice by either party;
2. That every obligation of the State under this amendment is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this, this amendment may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
3. Dispute Resolution: In the event of a dispute, the parties agree to arbitrate the Dispute to the extent required by A.R.S. Section 12-1518;
4. Inspection and Audit of Records: Pursuant to A.R.S. Section 35-214 and 215, the Cooperator shall retain all books, accounts, reports, files, and other records ("records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the Original of any and all such records at the offices of the State Forester.
5. Nondiscrimination: The parties agree to comply with Arizona governor's Executive Order 99-4 – "Prohibition of Discrimination in Contracts Non-Discrimination in Employment in Employment by Government Contractors and Subcontractors.
6. To the fullest extent permitted by law, the Cooperator shall defend, indemnify, and hold harmless the State Forester, the State of Arizona, and the Arizona State Forestry Division, its agents and employees from and against all claims, damages, losses, and expenses relating to or arising out of, resulting from, or alleged to have resulted out of any fire training activity or course conducted pursuant to this amendment, except each party shall bear responsibility for its own negligence and the negligence of its employees or agents.

This Amendment is to be read as if incorporated to and part of the Cooperative Fire Agreement denominated **KR95-1311-LNR**, and general provisions (i.e. insurance, amendment) of the Cooperative Fire Agreement are applicable to this Agreement.

In **WITNESS WHEREOF** the parties by and through their duly qualified acting officials have hereunto set their hands.

COOPERATOR:

(Print Name)

Address

City, State, Zip

Business Phone

Signature

Witness

Title

Witness

Date

STATE FORESTER:

Print Name

Signature

Title

Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who have determined that this agreement is in appropriate form and is within the powers and authority of the respective parties.

Attorney General

Attorney for the Fire Department, District or City

By: _____
Assistant Attorney General

By: _____

Date

Date

COUNCIL AGENDA MEMO – April 21, 2009

II-H

DEPARTMENT: Water Resource Management

AGENDA ITEM: Approval of an ordinance authorizing purchase and acceptance of utility easements and temporary construction easements from various owners for the Big Chino Water Ranch project.

Approved By:

Date:

Department Head: James Holt	
Deputy City Manager: Craig McConnell	
City Manager: Steve Norwood 	04/16/09

Item Summary

Approval of this ordinance would acquire various utility easements and temporary construction easements for the Big Chino Water Ranch Project. Exhibit "A" (attached) provides a summary of the acquisitions, involving eight (8) parcels of real property. Exhibit "B" (attached) depicts the locations of these easements necessary for construction of a pipeline to convey groundwater from the Big Chino Water Ranch to the City's existing Chino Valley Water Production Facility. Upon approval of the ordinance and associated closing, 28 of 128 will have been acquired.

Background

The City of Prescott, in partnership with the Town of Prescott Valley, in December 2004 purchased lands north of the Prescott Active Management Area in the Big Chino Subbasin of the Verde River Groundwater Basin referred to as the Big Chino Ranch (BCR). The Big Chino Water Ranch is comprised of 4,582.1 acres of deeded lands and 1,948.6 acres of Arizona State Land within Yavapai County located in Townships 19 and 20 North-Range 4 West and Township 20 North-Range 5 West, G&SRB&M.

The City of Prescott is a 55% partner and the Town of Prescott Valley a 45% partner in the cost and the water from the BCWR. The communities intend to develop the infrastructure necessary to transport groundwater from the Big Chino Subbasin for use inside the Prescott AMA by 2012.

A.R.S. § 45-555 allows for the transportation of groundwater by Prescott AMA municipalities from the Big Chino Subbasin for use inside the AMA. In October 2007 the City of Prescott filed its Application for Modification of Designation of Assured Water Supply (AWS) to recognize imported Big Chino groundwater with the Arizona Department of Water Resources (ADWR).

Agenda Item: Approval of an ordinance authorizing purchase and acceptance of utility easements and temporary construction easements from various owners for the Big Chino Water Ranch project.

On November 12, 2008, ADWR issued a draft decision and order (D&O) finding that the City's application satisfied all of the requirements for a Designation of Assured Water Supply. More specifically, ADWR determined that the City has the right to withdraw 8,067 af/yr of groundwater from the Big Chino Sub-basin and transport it for use within the Prescott AMA. ADWR's Decision and Order further confirms that the groundwater to be transported from the Big Chino Sub-basin is physically, continuously and legally available for at least 100 years, and is consistent with the long-term water management goal of the Prescott AMA.

Exhibit "A" identifies property owners, addresses, assessors parcel numbers, compensation (including where applicable real property improvements and severance), and other terms and conditions for each acquisition. The agreement amounts are based on appraisal or competitive market data provided by Roger L. Dunlap & Associates, LTD., the appraisal firm retained by the City for this project. Copies of the actual agreements are available in the City Clerk's Office; compensation worksheets are on file at the Utilities Department office.

Financial Impact

The total amount required for the acquisitions listed on Exhibit "A" is \$22,015.00 plus closing costs estimated between \$200 and \$1,000 for each of the eight (8) closings. The actual closing costs will determine the final amount for each transaction.

Funding for these easement acquisitions is available in Account No. 4-90504 (Alternate Water – Water Ranch). Pursuant to Agreement #04-255 (December 7, 2004), Intergovernmental Agreement for the Sale of Water and Cost Participation, the City share of these easement acquisitions will be \$11,910.12 (54.1%) and the Town of Prescott Valley share will be \$10,104.88 (45.9%), excluding closing costs to be determined and then similarly apportioned.

The emergency clause is requested on behalf of the property owners to expedite the escrow process and closing.

Attachments Exhibit "A" summary of acquisitions
 Exhibit "B" Map of Easements
 Ordinance No. _____ (to be provided by City Attorney)

Recommended Action: Move to adopt Ordinance No. 4698-0941

**EXHIBIT A - Big Chino Water Ranch Project Utility Easements
Acquisition Summary
Date of Council Meeting: April 21, 2009**

ORDINANCE _____

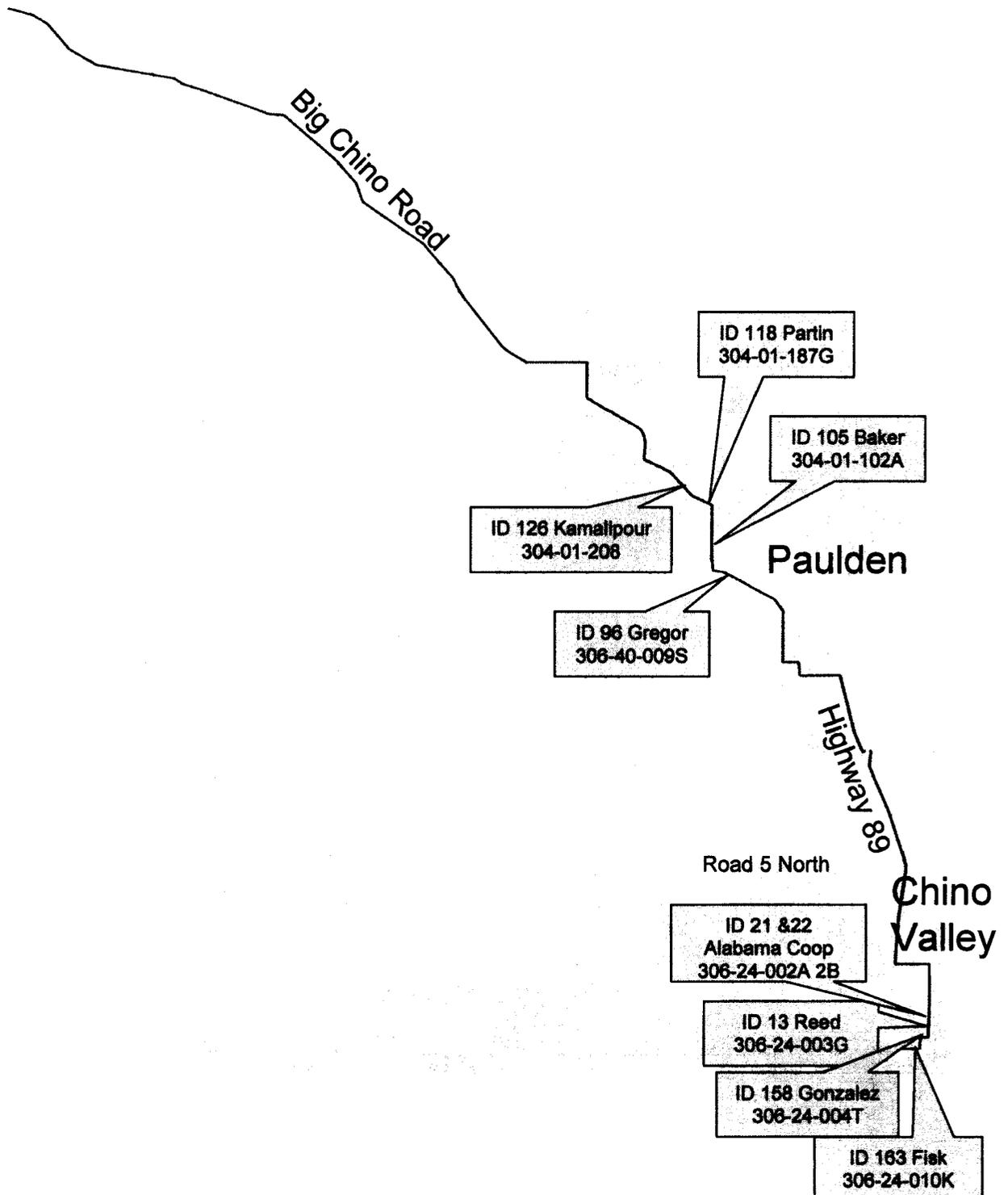
Owner Name	Property Address	ID	Assessor Parcel No	Type of Easement	Sq Ft.	Compensation	Other Terms and Conditions
Robin R. Gregor and James G. Gregor	Along Curtis Ranch Road Paulden Arizona 86334	96	306-40-009S	Utility Easement =	29,899 SF	500.00	
John E. Partin and Elisabeth R. Partin	25120 North Feather Mountain Road Paulden, Arizona 86334	118	304-01-187G	Utility Easement =	29,040	2,450.00	
Yahya R. Kamalipour and Mahboobeh Kamalipour	25575 N. Cabernet Lane Paulden, Arizona 86334	126	304-01-208	Utility Easement =	13,850	600.00	
Reeds Restin Ranch LLC	629 N. Road 1 East Valley, Arizona 86323	13	306-24-003G	Utility Easement =	9,097	2,300.00	
Donald L. Fisk and Janet K. Fisk	335 N. Road 1 East Valley, AZ 86323	163	306-24-010K	Utility Easement =	16,145	5,575.00	
Floriberto Gonzalez and Irene Gonzalez	1070 E. Road 1 North Valley, AZ 86323	158	306-24-004T	Utility Easement =	6,716	5,450.00	
Alabama Farmers Cooperative, Inc.	1096 E. Road 2 North Chino Valley, AZ	21 & 22	306-24-002A 306-24-002C	Utility Easement = Utility Easement =	24,040 17,197	4,640.00	
Greg Baker	24275 North Feather Mountain Rd. Paulden, AZ 86334	105	304-01-102A	Utility Easement =	16,223	500.00	
						22,015.00	

Big Chino Water Ranch Project

Location of Utility Easement Acquisition

Exhibit B

April 21, 2009



ORDINANCE NO. 4698-0941

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF UTILITY EASEMENTS FROM ROBIN R. GREGOR AND JAMES G. GREGOR, JOHN E. PARTIN AND ELISABETH R. PARTIN, YAHYA R. KAMALIPOUR AND MAHBOOBEH KAMALIPOUR, REEDS RESTIN RANCH LLC, DONALD L. FISK AND JANET K. FISK, FLORIBERTO GONZALEZ AND IRENE GONZALEZ, ALABAMA FARMERS COOPERATIVE, INC. AND GREG BAKER FOR BIG CHINO WATER RANCH PROJECT AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASES, AND DECLARING AN EMERGENCY

RECITALS:

WHEREAS, the City Council has determined that certain utility easements are needed by the City for the Big Chino Water Ranch Project; and

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

WHEREAS, the purchase of these utility easements in for the public's health, safety and welfare.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the offer to purchase that utility easement more particularly described in that certain Agreement for Sale of Utility Easement(s) dated September 19, 2008, from Robin R. Gregor and James G. Gregor, pursuant to the terms and conditions as set forth therein, for the purchase price of \$500.00 plus closing costs.

SECTION 2. THAT the City Council hereby accepts the offer to purchase that utility easement more particularly described in that certain Agreement for Sale of Utility Easement(s) dated August 25, 2008, from John E. Partin and Elisabeth R. Partin pursuant to the terms and conditions as set forth therein, for the purchase price of \$2,450.00 plus closing costs.

SECTION 3. THAT the City Council hereby accepts the offer to purchase that utility easement more particularly described in that certain Agreement for Sale of Utility Easement(s) dated August 14, 2008, from Yahya R. Kamalipour and Mahboobeh

Kamalipour pursuant to the terms and conditions as set forth therein, for the purchase price of \$600.00 plus closing costs.

SECTION 4. THAT the City Council hereby accepts the offer to purchase that utility easement more particularly described in that certain Agreement for Sale of Utility Easement(s) dated August 13, 2008, from Reeds Restin Ranch LLC pursuant to the terms and conditions as set forth therein, for the purchase price of \$2,300.00 plus closing costs.

SECTION 5. THAT the City Council hereby accepts the offer to purchase that utility easement more particularly described in that certain Agreement for Sale of Utility Easement(s) dated March 5, 2009, from Donald L. Fisk and Janet K. Fisk pursuant to the terms and conditions as set forth therein, for the purchase price of \$5,575.00 plus closing costs.

SECTION 6. THAT the City Council hereby accepts the offer to purchase that utility easement more particularly described in that certain Agreement for Sale of Utility Easement(s) dated April 3, 2009, from Floriberto Gonzalez and Irene Gonzalez pursuant to the terms and conditions as set forth therein, for the purchase price of \$5,450.00 plus closing costs.

SECTION 7. THAT the City Council hereby accepts the offer to purchase that utility easement more particularly described in that certain Agreement for Sale of Utility Easement(s) dated March 30, 2009, from Alabama Farmers Cooperative, Inc. pursuant to the terms and conditions as set forth therein, for the purchase price of \$4,640.00 plus closing costs.

SECTION 8. THAT the City Council hereby accepts the offer to purchase that utility easement more particularly described in that certain Agreement for Sale of Utility Easement(s) dated March 25, 2009, from Greg Baker pursuant to the terms and conditions as set forth therein, for the purchase price of \$500.00 plus closing costs.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 28th day of April, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

A COUNCIL AGENDA MEMO – 4/21/09 & 4/28/09

II-I

DEPARTMENT: COMMUNITY DEVELOPMENT

AGENDA ITEM: SPECIAL USE PERMIT request to install a 20-foot tall flagpole on the rooftop of the Knights of Pythias building, extending above the maximum 50' height in the DTB zoning district--SUP09-001

Approved By:

Date:

Department Head: Tom Guice

Finance Director:

City Manager: Steve Norwood



04/14/09

Subject: SP09-001 - Special Use Permit **Parcels:** 109-01-021A (±.4,500 sq. ft)

Location: 105 South Cortez. St. **Zoning:** DTB

Applicant: Otwell Associates Architects, 121 East Goodwin Street, Prescott, AZ

Owner: TIS Holdings LLC, c/o Quinton Lindsmith, 100 South 3rd St., Columbus, OH

REQUEST. Request for a Special Use Permit to install a 20-foot tall flagpole on the rooftop of the Knights of Pythias building, and which will extend above the maximum 50' height allowed in the DTB zoning district.

The flagpole will be installed 3' to 5' back of the parapet, centered from north to south on the roof, and will rise ±18'-3" above the height of the parapet to a total height of ± 73'-6" above grade. The flagpole will be cast aluminum, medium or dark bronze in color. The flag is electronically raised, lowered and stored automatically at sunrise and dusk. No lighting of the flag will then be needed.

Prior Council SUP Approvals of Height Increases in the Downtown Area

2007, July. SUP07-002. Approved an overall building height of 55'-0" (including a 1' high parapet) along the rear of the proposed multi-use building at 202 S. Montezuma.

2004, Aug. SUP04-001. Approved an increase in the building height for the Granite Street Parking Garage in 2004 to a height of 68' to account for the 5th level parking level parapet wall (8' above the parking level surface which is 50' above ground level) and the elevator shaft enclosure (18' above the 5th level surface).

2004, Jan. SUP 03-006. Approved a 58-foot high mixed-use commercial/residential building (McCormick Place) in order to allow the use of prefabricated components over site-built components, and because of floodplain and adjoining building foundation issues..

STAFF ANALYSIS

Existing Conditions. The Knights of Pythias Building was built in 1892-94 and is a survivor of the Fire of 1900. It is a contributor to the Courthouse Plaza Historic District and is listed in the National Register of Historic Places (1978) as a significant example of Territorial Architecture in Prescott. Good historic photographs exist of the building—

one of which is attached. The building is undergoing extensive restoration and renovation with the 'Tis retail shop and art gallery expecting to open sometime in May.

Land Development Code Criteria for Special Use Permits

Staff comments are in *italics* following the LDC section.

Sec 4.9.3.E Height (Downtown Business District)

Notwithstanding other provisions to the contrary, building height up to 100 feet may be allowed subject to the approval of a Special Use Permit pursuant to Sec. 9.9. Issues to be considered as part of such reviews shall include:

1. Compatibility of the size and scale of the proposed structure with other like structures in the vicinity where such structures are substantially in compliance with this LDC. *The flagpole is compatible with other existing building flagpoles located in the downtown area.*
2. Topography of the site and vicinity -- the Community Development Director shall determine the site area to be displayed. *(See attached building elevations).*
3. Effect on the viewshed from surrounding areas. *Adjoining properties will not be significantly impacted.*
4. Fire and public safety considerations. *All are addressed through the Building Permit process.*
5. Adequacy of parking to serve the proposed structure. *Not applicable.*
6. Effect on the streetscape, including but not limited to, proposed setbacks and landscaping. *All are addressed through the Building Permit process and also by the current approval of the Prescott Preservation Commission.*

Section 9.9.5 / Special Use Review Criteria

The City Council may approve an application for a special use where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the public. The City Council shall consider the following criteria in its review:

A. Effect on Environment

The location, size, design, and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property. *There are no detriments. There are other existing flagpoles in the downtown area—the most notable being on top of the Palace Restaurant.*

B. Compatible with Surrounding Area

The proposed site plan, circulation plan, and schematic architectural designs shall be harmonious with the character of the surrounding area with relationship to scale, height, landscaping and screening, lot coverage, and density. *The proposed use will be compatible with the commercial fabric of the downtown business district. There are no building setbacks in the DTB zoning district.*

C. External Impacts Minimized

The proposed use shall not have negative impacts on existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts. *None.*

D. Infrastructure Impacts Minimized

The proposed use shall not have negative impacts on existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately. *None.*

E. Consistent with General Plan and Code

The proposed use will be consistent with the purposes of this LDC, the General Plan, Area Plans, and any other statutes, ordinances or policies that may be applicable, and will support rather than interfere with the uses permitted outright in the zone in which it is located.

General Plan and Land Development Code Consistency. *This commercial project is consistent with the 2003 General Plan Land Use Map which designates the project area "Commercial." (p36). The project is also consistent with the Land Development Code.*

Conformance with the Prescott Historic Preservation Master Plan. *The property is located within the boundaries of the Courthouse Plaza Historic Preservation District (#1). The HPD takes precedence over the requirements of the City of Prescott Land Development Code. Improvements requiring a Building Permit are required to be reviewed and approved by the Prescott Preservation Commission. **The project was reviewed by the Prescott Preservation Commission and approved by a vote of 5:0 at its meeting on February 13, 2009 as being in compliance with the City of Prescott Historic Preservation Master Plan and the provisions of Chapter 8, Courthouse Plaza Historic District.***

F. Parcel Size

The proposed use may be required to have additional land area, in excess of the minimum lot area otherwise required by the underlying zoning district, as necessary to

Agenda Item: SUP09-001 Special Use Permit for 105 S. Cortez

ensure adequate mitigation of impacts on surrounding land uses and the zoning district.
No additional land is required.

G. Site Plan

The proposed use shall comply with the procedures and requirements of Section 9.8, Site Plan Review. *This is addressed through the Building Permit Process.*

PLANNING COMMISSION RECOMMENDATION. The Commission voted 7:0 to recommend approval at its April 9th meeting.

Recommended Action: MOVE to recommend approval of the Special Use Permit for 105 S. Cortez Street–SUP09-001–to allow the 20' flagpole on the rooftop of the Knights of Pythias building to fly the U. S. and State of Arizona Flags, with Flag size limited to not more than 3ft by 5ft.

OTWELL
ASSOCIATES
ARCHITECTS

1.26.2009

City of Prescott
201 S. Cortez
Prescott, Arizona 86303

Re: Special Use Permit

To Whom It May Concern,

The Owners of the Knights of Pythias building located at 105 South Cortez Street would like to add a flagpole to the top on their building. A flagpole at this location can be dated back to the early 1900's (see photo).

As you know this building has been undergoing a major remodel which includes stabilization of existing exterior walls, addition of Code compliant Fire Sprinklers and exiting along with the addition of spaces and HVAC systems that will make it functional both as an art gallery and rental property.

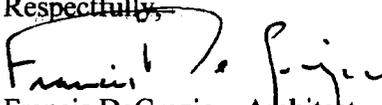
As the building has progressed the Owners are fine tuning the appearance and feel the addition of a flagpole on this historically significant building would be appropriate. The Current Building Code for the Downtown Business District limits building heights to fifty feet (50'). It also considers a flagpole as an extension to the building. If a flagpole is permitted this would bring the height to approximately seventy-three feet six inches (73'-6") and thereby require a Special Use Permit. We are requesting approval from the City of Prescott to grant this Special Use Permit.

Currently the idea is being presented to the Prescott Historical Commission for their approval at the February 13th meeting as the first step in the process prior to going to Planning and Zoning and then onto the City Council for their approval.

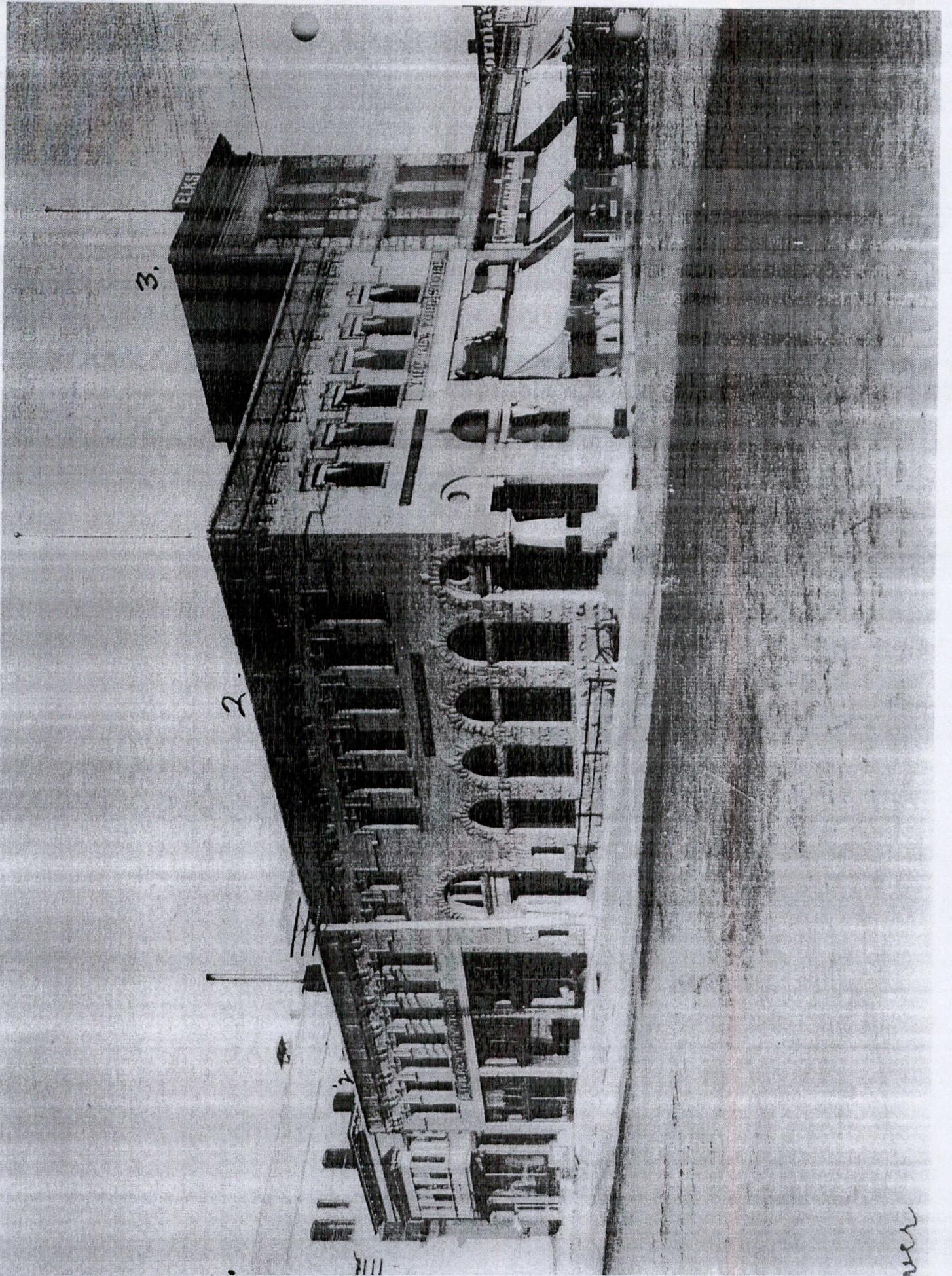
We are submitting along with this letter drawings and renderings to help visually show and explain what the final product will look like.

Thank you for your time and consideration on this matter. Please feel free to contact me should you have any questions.

Respectfully,


Francis DeGrazia - Architect
Otwell Associates Architects

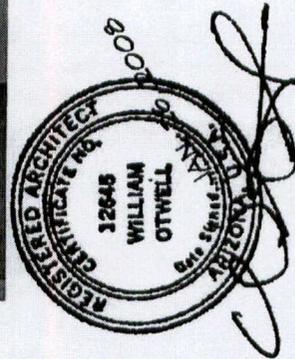
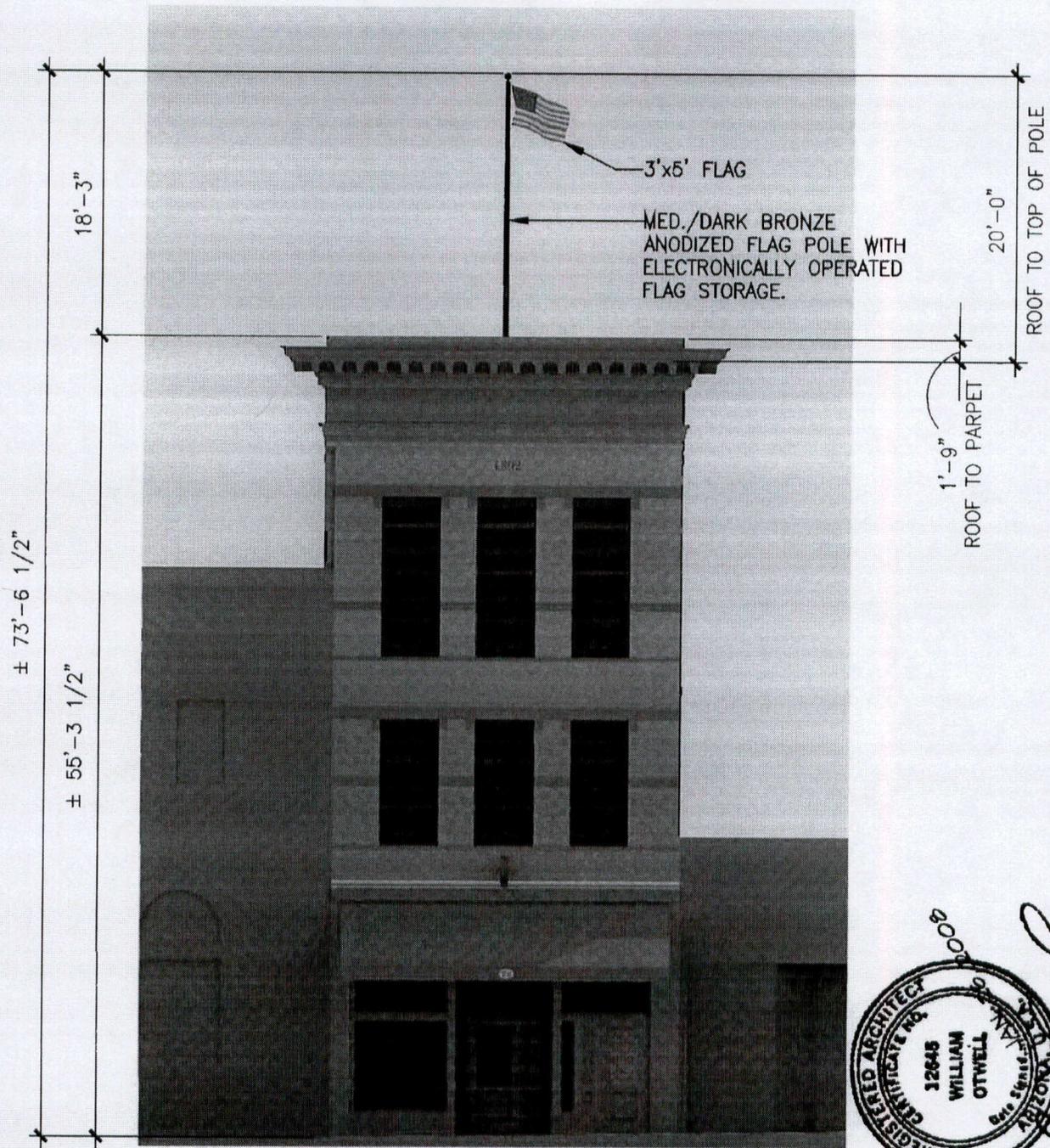
121 EAST GOODWIN
PRESCOTT, ARIZONA 86303
PHONE (928) 445-4951
FAX (928) 778-6120



3.

2.

WCH



EXP. 12-31-04

WEST ELEVATION

3/32"=1'-0"

	<p>KNIGHTS OF PYTHIAS ROOF MTD. FLAG POLE</p>	DATE: 1/26/09	DWG NO.
		DWG BY: BMP	<p>F1</p> <p>OF</p>
		JOB NO.: 0738	
		REVISIONS:	
<p>121 East Goodwin Street, Prescott, Arizona 86303 (928) 446-4961</p>			



M
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COUNCIL AGENDA MEMO – April 21 & 28, 2009

DEPARTMENT: Public Works

AGENDA ITEM: Approval of a professional services agreement with Post Buckley Schuh & Jernigan for construction phase engineering support services for the Zone 39 Water Mains and Pump Station Upgrade Project in an amount not to exceed \$54,987.00

Approved By:		Date:
Department Head:	Mark Nietupski	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood <i>SNorwood</i>	<i>04/15/09</i>

Item Summary

This item is to contract for engineering support services with Post Buckley Schuh and Jernigan, Inc., (PBS&J) on an "as-needed" basis during construction and start-up of the Zone 39 Water Main and Pump Station Up-grade Project. (location map attached)

Project improvements include:

- 3,471 Linear Feet of New 20-inch Water Main in Aubrey street from south Pleasant to the new pump station at Pioneer Drive
- Construct a new pump station at Pioneer Drive and south Hassayampa Drive
- 930 Linear Feet of new 16-inch DIP Water Main in Hassayampa Drive from new pump station to Park Avenue.
- 1,411 Lineal Feet of New 12 inch DIP Water Main in White Spar Road from Granite Street to Copper Basin Road

Background

PBS&J has completed the design and plans for the water mains, pump station building and future tank. The construction contract to construct the pump station building, perform necessary site work, and integrate the associated complex mechanical, electrical and auxiliary equipment into the building has been bid and awarded to A. Miner Contracting Inc.

Due to PBS&J's intimate knowledge of the project electrical and mechanical elements, the degree of coordination required during submittal review and approval, and for actual proper installation of these associated pump station systems, it is prudent for the City to engage their participation during the construction period.

Agenda Item: Approval of a professional services agreement with Post Buckley Schuh & Jernigan for construction phase engineering support services for the Zone 39 Water Mains and Pump Station Upgrade Project in an amount not to exceed \$54,987.00

PBS&J's scope of services will include attending select project meetings, responding to and documenting requests for information and material substitutions during construction, approving shop drawings mechanical and electrical equipment used in the construction, inspection of specialized work, start-up and operational testing, staff training and other services as required and directed by the City.

Schedule

Construction is scheduled to commence in late April 2009 and be completed in Spring 2010.

Attachments	Scope of Work	Exhibit A
	Cost Breakout	Exhibit B
	Location Map	Exhibit C

Recommended Action: **MOVE** to approve a contract with Post Buckley Schuh and Jernigan Inc., for construction phase engineering support services for the Zone 39 Water Mains and Pump Station Upgrade Project, in an amount not to exceed \$54,987.00.

Exhibit "A"
SCOPE OF SERVICES

PBS&J

**ZONE 39 WATER SYSTEM IMPROVEMENTS – CONSTRUCTION SUPPORT SERVICES
(Project)**

PROJECT NO:
DATE : MARCH 4, 2009

I. SCOPE OF SERVICES

Construction Support Services

Provide engineering construction support services for the Zone 39 Water System Improvements (Project).

The Project includes the following facilities:

- 20" Aubrey pipeline
- 16" Hassayampa pipeline
- White Spar pipeline
- Pioneer Pump Station

The extent of engineering support during construction is based upon the following construction phase schedule assumptions. It is assumed that the construction contract will require sixteen (16) months for completion. Based on our experience on similar construction projects, we anticipate that there will be a three (3) month mobilization and start-up phase involving submittal review, materials procurement, and site preparation. There will then be a ten (10) month period of major construction and a three (3) month period of operational testing, punch-list activities and project close-out.

The following scope of services is proposed, based upon our experience with similar projects and describes the anticipated tasks and level of effort anticipated for the construction phase of the Project. All construction support services are proposed on an "as-needed" and "as-requested" time and materials basis. The City at its option may elect not to proceed with some or all of these tasks.

The construction support services will include the following tasks:

A. CONSTRUCTION ENGINEERING AND TECHNICAL SUPPORT SERVICES

For the purposes of this proposal PBS&J has assumed that the City will furnish daily construction inspection and quality control on their behalf. PBS&J will furnish "as-needed" and "as-requested" coordination to facilitate resolution of construction issues and/or concerns that may be raised by the Project team during the course of construction.

During the construction of the project, PBS&J will be providing the following construction engineering services:

Task 100 : Pre-construction Meeting. Prepare for and attend the Project's pre-construction

meeting. It is assumed that one representative from PBS&J, Thumb Butte Engineering, and DLT&V Systems Engineering will attend. It is assumed that the City Construction Project Manager will organize, prepare the agenda, chair, and prepare the minutes for the pre-construction meeting.

Task 200 : Contractor Material Submittals. Process, track, review and provide written comments for selected materials submitted by the Contractor for use in the Work. It is assumed that City Staff will review a majority of the submittals and request that PBS&J or its subconsultants review certain materials. A total of twelve (12) submittals and three (3) resubmittals are included. Consult and advise the City on the acceptability of substitute materials and equipment proposed by the Contractor. This task also includes the review of six (6) electrical and instrumentation submittals by DLT&V Systems Engineering.

Task 300 : Request for Information (RFI's). Review and prepare written responses to address Requests for Information (RFI's) for interpretations and clarifications of the Contract Documents. It is assumed that up to seven (7) RFI responses will be issued. This task also includes DLT&V Systems Engineering addressing an additional five (5) RFI's relating to the electrical and instrumentation systems.

Task 400 : Contract Change Orders. PBS&J will provide as-needed assistance to the City's Project Manager in evaluation of contract change orders submitted by the Contractor. It is assumed that a total of two (2) change orders for the Project may be reviewed and processed.

Task 500 : Start Up and Operational Testing. One (1) representative from PBS&J will provide operational and testing assistance to the City's Project Manager during start up and testing of the Pioneer Pump Station. A total of eight (8) hours has been estimated. The task also includes eight (8) hours of start up assistance per station from DLT&V Systems Engineering.

Task 600 : Field Changes. Prepare contract revisions, if required, during construction to resolve problems due to unanticipated field conditions or other field changes. It is assumed that up to two (2) contract document revisions may be issued.

Task 700 : Monthly Construction Progress Meetings and Site Visit. During the course of construction, one (1) representative of PBS&J or Thumb Butte Engineering will periodically attend the construction progress meeting and perform a site visit with the Project Manager, the City staff and/or Contractor. The engineering representative will visit the Project site to assist in addressing any field related issues, assess the general construction progress, and monitor the installation quality. Observation reports will be prepared and submitted to the City for their records. The representative will also meet with the City's inspector to review the daily inspection reports for the week. Based on the estimated project schedule, a total of ten (10) construction progress meetings and site visits are estimated. It is assumed that Thumb Butte Engineering will attend half of the construction progress meetings and site visits. This task also includes attendance at two (2) construction progress meetings and observation site visits performed by DLT&V Systems Engineering.

II. ADDITIONAL CONSTRUCTION SUPPORT SERVICES

If requested and authorized by Client, PBS&J will provide the following additional Construction Support Services, beyond the services included in the Section I, Scope of Services:

1. Additional meetings beyond those identified in Section I above.
2. Preparation and processing of environmental and other permits for the Project, if

required.

3. Furnishing daily on-site project observation and field quality monitoring services during the construction.
4. Preparing O&M Manuals (beyond Contractor equipment submittals) for the Project. Prepare and conduct facility-training sessions for City staff.
5. Construction Staking including providing necessary benchmark stakes for the Contractor's use in constructing the force main.
6. Final Inspection and Punchlist. If requested, PBS&J and its subconsultants could assist the City's Project Manager in performing a final inspection and preparing a punchlist of items for the Project closeout..
7. Asbuilt Plan Preparation. Utilizing the Contractor supplied redline record drawings that show field construction changes to the original contract documents, PBS&J will prepare the final asbuilt plans by inking the revisions on the original mylar drawings.

Exhibit "B"
FEES AND CONDITIONS

PBS&J

**ZONE 39 WATER SYSTEM IMPROVEMENTS – CONSTRUCTION SUPPORT SERVICES
(Project)**

PROJECT NO:
DATE : MARCH 4, 2009

- A. Tasks 100 through 700 – Construction Support Services described in Section I, Scope of Services, will be provided on an hourly rate as-needed basis in accordance with the PBS&J standard rate schedule in effect at the time when work is being invoiced. The initial requested upper limit allowances for Tasks 100 through 700 are per the following schedule:

Task 100 – Pre-construction Meeting: \$680.00

Task 200 – Material Submittals: \$4,685.00

Task 300 – Requests for Information : \$2,850.00

Task 400 – Contract Change Order Review : \$1,480.00

Task 500 – Start Up and Operational Testing : \$1,700.00

Task 600 – Field Changes : \$4,400.00

Task 700 – Construction Progress Meetings and Site Visits : \$4,250.00

Thumb Butte Engineering : \$6,813.00

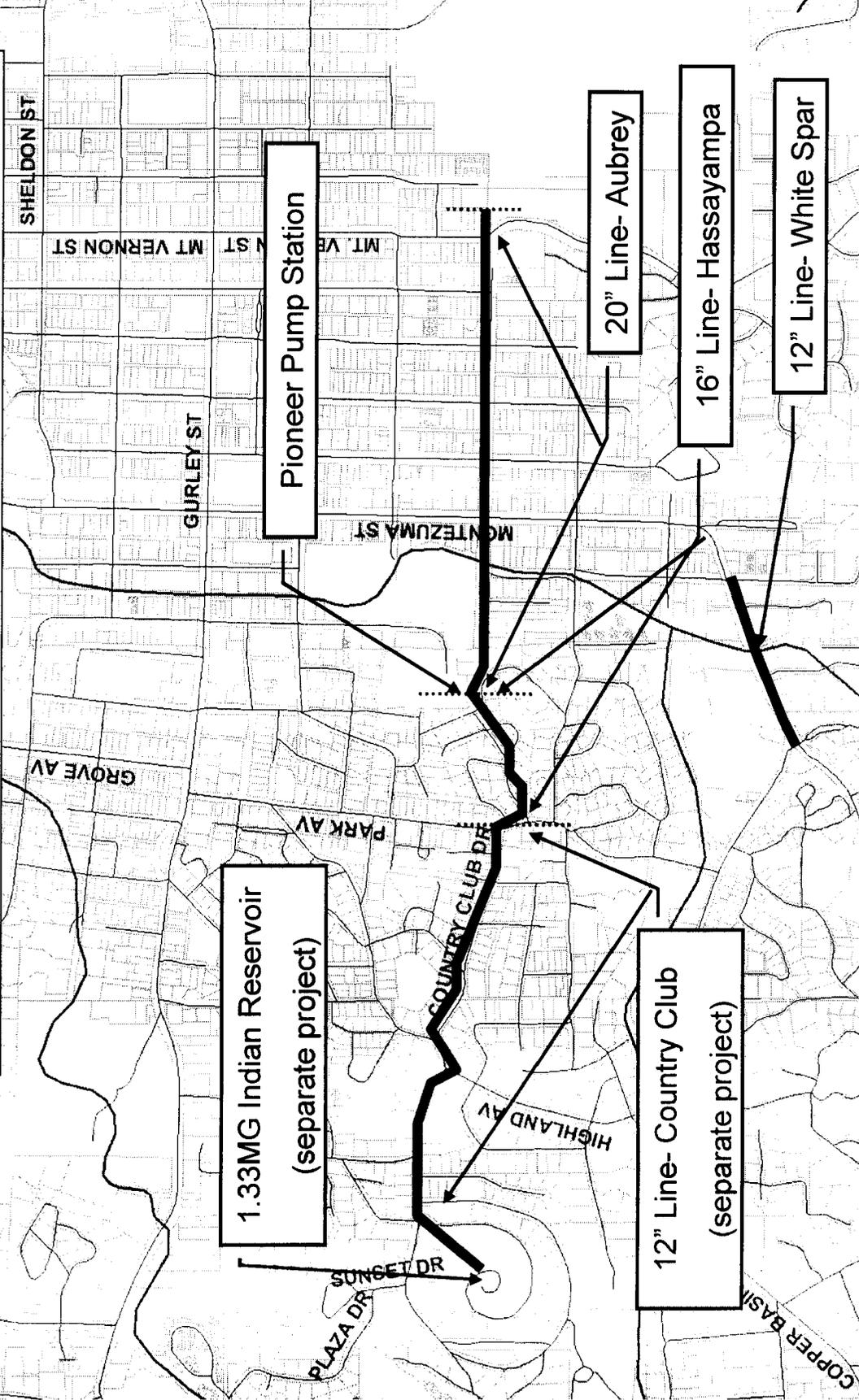
DLT&V Systems Engineering : \$9,800.00

Contingency (if authorized by City) : \$18,329.00

Total Construction Support Services Fee : \$54,987.00

- B. Reimbursable costs including markup will be charged directly to the Client and are not included in the estimated upper limit. For budgetary purposes, these costs have been estimated at \$1,500 (approximately 3.0-percent of the total contract).
- C. The Services described in Section II, Additional Engineering Services, are not included in this proposal. If amended, these tasks could be performed on an hourly rate basis in accordance with the PBS&J Standard Rate Schedule in effect at the time the services are invoiced. A copy of the current Standard Rate Schedule is attached.

Zone 39 Water Main and Pump Station Upgrade Project



Pioneer Pump Station

20" Line- Aubrey

16" Line- Hassayampa

12" Line- White Spar

1.33MG Indian Reservoir
(separate project)

12" Line- Country Club
(separate project)

COUNCIL AGENDA MEMO – April 21 & 28, 2009

DEPARTMENT: Public Works

AGENDA ITEM: Award of bid to Spire Engineering, LLC for the Demerse Avenue Reconstruction Project, Whetstine Avenue to Montebello Lane, in an amount not to exceed \$2,548,937.00.

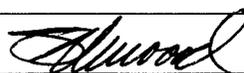
Approved By:

Date:

Department Head: Mark Nietupski

Finance Director: Mark Woodfill

City Manager: Steve Norwood



04/21/09

Item Summary

This item is to award a bid and contract for the Demerse Avenue Reconstruction Project, Whetstine Avenue to Montebello Lane (approximately 4400 LF) with Spire Engineering, LLC, Mesa, AZ (Spire).

Background

Demerse Avenue is a deteriorated street, which requires complete reconstruction from Whetstine Avenue to Montebello Lane. Along with transitions to intersecting side streets the project includes: new 6", 8", 10", and 12" water mains (4300' total); water services, underground storm drainage system, grading, 6" asphalt pavement, curb & gutter, new sidewalk, signing and striping.

Plans were prepared by CivilTec Engineering, Inc. The project advertised for bids March 4, 2009, with the bid closing on April 2, 2009. The results of the bids are listed below.

Bid Results

Company	Location	Amount
Spire Engineering, LLC	Mesa, AZ	\$2,548,937.00
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	\$2,709,044.82
Fann Contracting, Inc.	Prescott, AZ	\$2,799,980.10
Tonto Supply, Inc.	Colorado City, AZ	\$2,851,349.59
Hall Brothers Excavation, Inc.	Yuma, AZ	\$3,036,158.10
McCauley Construction, Inc.	Winslow, AZ	\$3,601,281.94
L. P.'s Excavating Inc.	Williams, AZ	\$3,626,700.68
Engineer's Estimate		\$4,074,465.00

A background check was conducted regarding Spire's past projects and contracting; nothing of concern was found. Spire has provided written confirmation of their bid.

Agenda Item: Award of bid to Spire Engineering, LLC for the Demerse Avenue Reconstruction Project, Whetstine Avenue to Montebello Lane, in an amount not to exceed \$2,548,937.00.

Project Schedule

The project is scheduled for a one hundred forty (140) day construction time with work anticipated to begin the week of May 11, 2009.

Budget

FY 09 budgeted funds for the Demerse Avenue Reconstruction Project are available from the One Cent Sales Tax for Streets and Open Space (\$2,743,454.00) and Water Fund (\$775,836.00).

Attachments - location map

Recommended Action: MOVE to award the bid and contract with Spire Engineering, LLC for the Demerse Avenue Reconstruction Project, Whetstine Avenue to Montebello Lane, in an amount not to exceed \$2,548,937.00

II-L

COUNCIL AGENDA MEMO – 04/21/09 & 04/28/09

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4697-0940 to amend City Code Title XIII Floodplain Regulations

Approved By:

Date:

Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>04/14/09</i>

Item Summary

Approval of this item will amend City Code Title XIII Floodplain Regulations to conform with Federal Emergency Management Agency (FEMA) and Arizona Department of Water Resources (ADWR) regulations.

Background

ADWR conducted a Community Assistance Visit (CAV) to audit the City's management and enforcement of FEMA designated Floodplains. The CAV is a comprehensive review of the Floodplain procedures to ensure the City is in compliance with ADWR and FEMA Regulations and City Code, Title XIII Floodplain Regulations.

Property within a FEMA designated "Special Flood Hazard Area" is subject to specific requirements for minimum finish floor elevations and is restricted with respect to what can and cannot be developed or constructed with the Floodplain.

ADWR noted several areas needing improvement, such as preparation of Standard Operating Procedures, FEMA Questionnaire, and "trigger points" within the Building Permit Process to ensure the Elevation Certificates are prepared and filed on a timely basis, all of which have been implemented. ADWR also requested the following amendments to the City's Floodplain Regulations which are underlined below:

A. Title 13-1-3: Definitions

- Breakaway Wall:** Any type of wall, for use under a manufactured home, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building and which is so designed as to break away, during the base flood, without damage to the structural integrity of the building on which it is used or any structures to which it might be carried by floodwaters.

Agenda Item: Adoption of Ordinance No. 4697-0940 to amend City Code Title XIII Floodplain Regulations

2. **Substantial Improvement:** Any repair reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market values of the structure either:
 - (A) Before the improvement or repair is started; or
 - (B) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of a wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.
 - (C) The Cumulative Improvements will be tracked for the life of the structure to ensure the improvements do not exceed 50% of the market value.

B. Title 13-1-5: Floodplain Requirements

If the site for proposed new construction, substantial improvement, remodel and interior improvement or other development is located in zones A, AE, AH, or AO on the city's flood insurance rate map, the city engineer or floodplain board shall require the following actions in making determinations for control measures:

- C. **Floodplain Regulations**, Title 13 of the City Code is amended to replace all references to the "federal emergency management agency" with "Arizona Department of Water Resources".

Attachment - Ordinance No. 4697-0940

Recommended Action: MOVE to adopt Ordinance No. 4697-0940.

ORDINANCE NO. 4697-0940

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE XIII, FLOODPLAIN REGULATIONS, OF THE PRESCOTT CITY CODE

RECITALS:

WHEREAS, the City Council of the City of Prescott wishes to amend certain portions of City Code, Title XIII, Floodplain Regulations to more closely conform with the Federal Emergency Management Agency (FEMA) and Arizona Department of Water Resources (ADWR) regulations.

ENACTMENTS:

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

SECTION 1. THAT Section 13-1-3 of the Prescott City Code, Definitions, is hereby amended as follows:

13-1-3: DEFINITIONS:

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BREAKAWAY WALL: Any type of wall, for use under a manufactured home, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building and which is so designed as to break away, during the base flood, without damage to the structural integrity of the building on which it is used or any structures to which it might be carried by floodwaters.

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SUBSTANTIAL IMPROVEMENT: Any repair reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market values of the structure either:

- (A) Before the improvement or repair is started; or
- (B) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of a wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

- (C) The Cumulative Improvements will be tracked for the life of the structure to ensure the improvements do not exceed 50% of the market value.

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SECTION 2. THAT, Section 13-1-5 of the Prescott City Code, Floodplain Requirements, be amended as follows:

13-1-5: FLOODPLAIN REQUIREMENTS:

If the site for proposed new construction, substantial improvement, remodel and interior improvement or other development is located in zones A, AE, AH, or AO on the city's flood insurance rate map, the city engineer or floodplain board shall require the following actions in making determinations for control measures:

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SECTION 3. Change all references in Title 13 of the City Code to the "federal emergency management agency" with "Arizona Department of Water Resources".

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28TH day of April, 2009.

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 – April 21 & 28, 2009

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of an ordinance authorizing purchase and acceptance of public right-of-way, drainage and temporary construction easements and quit claim deed from various owners, for the Williamson Valley Road Improvement Project

Approved By:		Date:
Department Head: Mark Nietupski		
Finance Director: Mark Woodfill		
City Manager: Steve Norwood 		04/15/09

Item Summary

Approval of this ordinance would acquire right-of-way, drainage and temporary construction easements and quit claim deed necessary for the Williamson Valley Road Improvement Project. Exhibit "A" (attached) provides a summary of the acquisition, involving six (6) parcels of real property and a total value of \$163,015.00. Upon approval of the ordinance and associated closing, 17 of 35 parcels will have been acquired. 12 of 13 temporary construction easements have been executed by property owners along the roadway.

Background

Design of Williamson Valley Road between Sidwinder Road and Shadow Valley Ranch Road is basically complete except for some modifications required to reduce project impact on private property. Exhibit "A" identifies property owner, addressee, assessors parcel number, areas and type of acquisitions, compensation (including where applicable real property improvements and severance) and other terms and conditions for each acquisition. The agreement amounts are based on appraisal or competitive market data provided by Michael Wolf Real Estate Appraisal Services, State Certified Appraiser, the appraisal firm retained by the City for this project. Copies of the actual agreements are available in the City Clerks Office; compensation worksheets are on file at the Public Works office.

Acquiring right-of-way at this time is prudent because of current real estate market. However, construction of the Williamson Valley Road improvements will be postponed due to a lack of available funds and reduced revenue projections over the remaining term of the One Cent Sales Tax for Streets and Open Space.

Budget

The FY 09 Capital Improvement Program includes \$900,000.00 for the Williamson Valley Road Project (Account No. 66-88614; source – One Cent Sales Tax for Streets and Open Space). The total amount required for the acquisition listed on Exhibit "A" is \$163,015.00 plus closing costs estimated between \$200 and \$1000 for each closing. The actual closing costs will determine the final amount for each transaction.

Attachments - Exhibit "A" summary of acquisitions
- Ordinance No. 4699-0942.

Recommended Action: MOVE to adopt Ordinance No. 4699-0942.

ORDINANCE NO. 4699-0942

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF REAL PROPERTIES, EASEMENTS AND IMPROVEMENTS FROM RONALD R. & BILLIE JO NELSON AND RANDALL & MARY BETH WOODS (WOODS FAMILY TRUST) AND DANIEL & JULIE PENTICO AND MICHAEL & MARJORIE STRASSER FOR THE WIDENING OF WILLIAMSON VALLEY ROAD, AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASES

RECITALS:

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

WHEREAS, the proposed purchase price of the following described property, easement and improvements are deemed to be fair and equitable.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the offer to purchase certain real property and easements more particularly described in that certain Agreement for Sale of Real Property and easements dated December 16, 2008 and agrees to purchase and accept said property and easements from Ronald R. & Billie Jo Nelson, pursuant to the terms and conditions as set forth therein, for the purchase price of \$48,000.00 plus closing costs.

SECTION 2. THAT the City Council hereby accepts the offer to purchase certain real property more particularly described in that certain Quit Claim Deed dated September 25, 2008 and agrees to purchase and accept said real property from Randall & Mary Beth Woods (Woods Family Trust), pursuant to the terms and conditions as set forth therein, for the purchase price of \$200.00 plus closing costs.

SECTION 3. THAT the City Council hereby accepts the offer to purchase certain real property and easements more particularly described in that certain Agreement for Sale of Real Property and easements dated January 26, 2009 and agrees to purchase and accept said property and easements from Daniel and Julie Pentico, pursuant to the terms and conditions as set forth therein, for the purchase price of \$77,815.00 plus closing cost

SECTION 4. THAT the City Council hereby accepts the offer to purchase certain real property and easements more particularly described in that certain Agreement for Sale of Real Property and easements dated January 26, 2009 and agrees to purchase and accept said property and easements from Michael and Marjorie Strasser, pursuant to the terms and conditions as set forth therein, for the purchase price of \$37,000.00 plus closing costs

SECTION 5. THAT upon payment of the foregoing sums, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing purchases and acceptance of rights of way and easements, including the payment of closing and other costs associated with the purchases and recordation of the closing documents.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 28th day of April, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

**Williamson Valley Road Rights-of-Way
Acquisition Summary
April 21, 2009**

Owner Name	Property Address	Assessor Parcel No	Acquisition ROW / Easements	Compensation	Other Terms and Conditions
Nelson, Ronald R & Billie Jo	2012 Williamson Valley Rd Prescott, AZ. 86305	116-03-007S	R/W= 2792.2 SF TCE= 1467.8 SF	\$48,000.00	Includes loss of landscaping, fencing and gate removal and replacement
Woods Family Trust Randall & Mary Beth	2265 LeLoup Drive Prescott, AZ. 86304	115-01-057	QC = 2197.8 SF	\$200.00	Quit Claim Deed for 17' Right-of-Way dedication, according to plat of record
Pentico, Daniel & Julie	1955 Williamson Valley Rd Prescott, AZ. 86302	116-03-005	R/W= 6,153.2 SF Drn Esmt= 1,273.5 SF TCE = 4,020.3 SF	\$77,815.00	Includes loss of landscaping.
Strasser, Michael & Marjorie	1125 E Iron Springs Road Prescott, AZ. 86301	116-03-006	R/W = 4,872.7 SF TCE = 897.1 SF	\$37,000.00	Includes loss of landscaping.
Strasser, Michael & Marjorie	1125 E Iron Springs Road Prescott, AZ. 86301	116-03-007C	R/W = 1,116.20 SF TCE = 174.15 SF		Included in \$37,000.00, parcel 116-03-006
Strasser, Michael & Marjorie	1125 E Iron Springs Road Prescott, AZ. 86301	116-03-008A	R/W = 1,116.20 SF TCE = 174.15 SF		Included in \$37,000.00, parcel 116-03-006
		Sub Total		\$163,015.00	Plus associated closing cost
SF =	Square Feet				
RW =	Right-of-Way				
Drn Esmt =	Drainage Easement				
Slp Esmt =	Slope Easement				
TCE =	Temporary Construction Easement				
SE =	Sewer Easement				
QC =	Quit Claim				

COUNCIL AGENDA MEMO – April 21 and 28, 2009
DEPARTMENT: FINANCE
AGENDA ITEM: Identity Theft Prevention Program (Red Flags Policy)

Approved By:	Date:
Department Head:	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	<i>04/13/09</i>

BACKGROUND

The Red Flags Rules are part of the Fair and Accurate Credit Transactions Act of 2003 which require the establishment of identity theft prevention programs to be in place by May 1, 2009. The act was passed by the United States Congress on November 22, 2003 and signed by President George W. Bush on December 4, 2003.

This new regulation – called the Red Flags Rules – requires companies to develop a written “red flags program” to detect, prevent, and minimize the damage that could result from identity theft. The Federal Trade Commission, the nation’s consumer protection agency, enforces the Red Flags Rules. The FTC will begin enforcing the regulation on May 1, 2009. Although there are no criminal penalties for failing to comply with the regulation, violators may be subject to financial penalties. But even more important, compliance with the Red Flags Rules assures your customers that you are doing your part to fight identity theft.

ITEM

Staff has developed the attached policy which applies to the City's utilities and other miscellaneous accounts receivable to comply with these new regulations. In compliance with the requirement this policy is adopted by the City Council and makes the CEO, City Manager, responsible for its implementation.

Recommended Action: MOVE to adopt Resolution No. 3953-0959.

RESOLUTION NO. 3953-0959

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ADOPTING A POLICY FOR AN IDENTITY THEFT PREVENTION PROGRAM AS SET FORTH HEREIN, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the Fair and Accurate Credit Transactions Act of 2003, and 16 C.F.R. § 681.2, the rule implementing such Act requires financial institutions and creditors, as defined by the Act, to establish identity theft prevention programs to be in place by May 1, 2009; and

WHEREAS, the City of Prescott wishes to adopt a policy known as an Identity Theft Prevention Program as set forth in the attached Exhibit "A," which is hereby made part of this resolution.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached City of Prescott Identity Theft Prevention Program, effective April 28, 2009, attached hereto as Exhibit "A", and the City hereby adopts such program as a City policy.

Section 2. THAT the Mayor and staff are hereby authorized to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28th day of April, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT 'A'

City of Prescott
Identity Theft Prevention Program
Effective beginning April 28, 2009

I. PROGRAM ADOPTION

The City of Prescott (City) extends credit to various customers throughout different departments including but not limited to, utilities, airport, and sanitation/transfer station. The City developed this Identity Theft Prevention Program (Program) pursuant to the Federal Trade Commission's Red Flags Rule (Rule), which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003. 16 C. F. R. § 681.2. This Program was developed with oversight and approval of the City Council. After consideration of the size and complexity of the City's operations and accounting systems, and the nature and scope of the City's activities, the City Council determined that this Program was appropriate for the City of Prescott Municipal Water and Sewer City, and therefore approved this Program on April 27, 2009.

II. PROGRAM PURPOSE AND DEFINITIONS**A. Fulfilling requirements of the Red Flags Rule**

Under the Red Flag Rule, every financial institution and creditor is required to establish an "Identity Theft Prevention Program" tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft.

B. Red Flags Rule definitions used in this Program

The Red Flags Rule defines "Identity Theft" as "fraud committed using the identifying information of another person" and a "Red Flag" as a pattern, practice, or specific activity that indicates the possible existence of Identity Theft.

According to the Rule, a municipal utility is a creditor subject to the Rule requirements. The Rule defines creditors "to include finance companies, automobile dealers, mortgage brokers, utility companies, and telecommunications companies. Where non-profit and government entities defer payment for goods or services, they, too, are to be considered creditors."

All the City's accounts that are individual service accounts held by customers of the City whether residential, commercial or industrial are covered by the Rule. Under the Rule, a "covered account" is:

1. *Any account the City offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and*
2. *Any other account the City offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City from Identity Theft.*

"Identifying information" is defined under the Rule as "any name or number that may be used, alone or in conjunction with any other information, to identify a specific person," including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol address, or routing code.

III. IDENTIFICATION OF RED FLAGS.

In order to identify relevant Red Flags, the City considers the types of accounts that it offers and maintains, the methods it provides to open its accounts, the methods it provides to access its accounts, and its previous experiences with Identity Theft. The City identifies the following red flags, in each of the listed categories:

A. **Notifications and Warnings from Credit Reporting Agencies**

Red Flags

1. Report of fraud accompanying a credit report;
2. Notice or report from a credit agency of a credit freeze on a customer or applicant;
3. Notice or report from a credit agency of an active duty alert for an applicant; and
4. Indication from a credit report of activity that is inconsistent with a customer's usual pattern or activity.

B. **Suspicious Documents**

Red Flags

1. Identification document or card that appears to be forged, altered or inauthentic;
2. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
3. Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
4. Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information**Red Flags**

1. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
2. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report);
3. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
4. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
5. Social security number presented that is the same as one given by another customer;
6. An address or phone number presented that is the same as that of another person;
7. A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
8. A person's identifying information is not consistent with the information that is on file for the customer.

D. Suspicious Account Activity or Unusual Use of Account**Red Flags**

1. Change of address for an account followed by a request to change the account holder's name;
2. Payments stop on an otherwise consistently up-to-date account;
3. Account used in a way that is not consistent with prior use (example: very high activity);
4. Mail sent to the account holder is repeatedly returned as undeliverable;
5. Notice to the City that a customer is not receiving mail sent by the City;
6. Notice to the City that an account has unauthorized activity;
7. Breach in the City's computer system security; and
8. Unauthorized access to or use of customer account information.

E. Alerts from Others**Red Flag**

1. Notice to the City from a customer, identity theft victim, law enforcement or other person that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

IV. DETECTING RED FLAGS.

A. New Accounts

In order to detect any of the Red Flags identified above associated with the opening of a **new account**, City personnel will take the following steps to obtain and verify the identity of the person opening the account:

Detect

1. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
2. Verify the customer's identity (for instance, review a driver's license or other identification card);
3. Review documentation showing the existence of a business entity; and
4. Independently contact the customer.

B. Existing Accounts

In order to detect any of the Red Flags identified above for an **existing account**, City personnel will take the following steps to monitor transactions with an account:

Detect

1. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
2. Verify the validity of requests to change billing addresses; and
3. Verify changes in banking information given for billing and payment purposes.

V. PREVENTING AND MITIGATING IDENTITY THEFT

In the event City personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

Prevent and Mitigate

1. Continue to monitor an account for evidence of Identity Theft;
2. Contact the customer;
3. Change any passwords or other security devices that permit access to accounts;
4. Not open a new account;
5. Close an existing account;

6. Reopen an account with a new number;
7. Notify the Program Administrator for determination of the appropriate step(s) to take;
8. Notify law enforcement; or
9. Determine that no response is warranted under the particular circumstances.

Protect customer identifying information

In order to further prevent the likelihood of identity theft occurring with respect to City accounts, the City will take the following steps with respect to its internal operating procedures to protect customer identifying information:

1. Restrict the release of identifying information to individuals associated with the account;
2. Ensure that its website is secure or provide clear notice that the website is not secure;
3. Ensure complete and secure destruction of paper documents and computer files containing customer information;
4. Ensure that office computers are password protected and that computer screens lock after a set period of time;
5. Keep offices clear of papers containing customer information;
6. Request only the last 4 digits of social security numbers (if any);
7. Ensure computer virus protection is up to date; and
8. Require and keep only the kinds of customer information that are necessary for utility purposes.
9. Ensure any data that includes identifying information leaving City premises be encrypted.

VI. PROGRAM UPDATES

This Program will be periodically reviewed and updated to reflect changes in risks to customers and the soundness of the City from Identity Theft. At least once a year, the Program Administrator will consider the City's experiences with Identity Theft situation, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, changes in types of accounts the City maintains and changes in the City's business arrangements with other entities. After considering these factors, the Program Administrator will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Program Administrator will update the Program or present the City Council with his or her recommended changes and the City Council will make a determination of whether to accept, modify or reject those changes to the Program.

VII. PROGRAM ADMINISTRATION.**A. Oversight**

Responsibility for developing, implementing and updating this Program lies with the Program Administrator who is the City Manager. The Program Administrator will be responsible for the Program administration, for ensuring appropriate training of City staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.

B. Staff Training and Reports

City staff responsible for implementing the Program shall be trained either by or under the direction of the Program Administrator in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected.

Training frequency:

1. At the inception of the program, general training will be coordinated with all City Billing staff.
2. Subsequent training will occur any time the Program is amended or once a year, whichever comes first.

Reporting:

1. City staff is required to report any incident of Identity Theft to the Program Administrator.
2. The Program Administrator shall compile all incidents of Identity Theft and determine if any changes need to be made to the Program.

C. Service Provider Arrangements

In the event the City engages a service provider to perform an activity in connection with one or more accounts, the City will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft.

1. Require, by contract, that service providers have such policies and procedures in place; and
2. Require, by contract, that service providers review the City's Program and report any Red Flags to the Program Administrator.

D. Specific Program Elements and Confidentiality

For the effectiveness of Identity Theft prevention Programs, the Red Flag Rule envisions a degree of confidentiality regarding the City's specific practices relating to Identity Theft detection, prevention and mitigation. Therefore, under this Program, knowledge of such specific practices is limited to the Identity Theft Committee and those employees who need to know them for purposes of preventing Identity Theft. Because this Program is to be adopted by a public body and thus publicly available, it would be counterproductive to list these specific practices here. Therefore, only the Program's general red flag detection, implementation and prevention practices are listed in this document.

COUNCIL AGENDA MEMO – (April 21, 2009)

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DEPARTMENT: Legal

AGENDA ITEM: Litigation Expert Contract, Brighton Patio Homes v. City of Prescott

Date: April 15, 2009

Approved By:

Department Head: Gary Kidd *JK for GDK*

Finance Director: Mark Woodfill

City Manager: Steve Norwood *SNorwood* 04/16/09

Item Summary

This is a request to approve a contract for consultant services with Gervasio and Associates, a Phoenix forensics engineering firm to serve as litigation and testifying expert witnesses in the case Brighton Patio Homes v. City of Prescott. The contract amount is \$30,000.

Background

Brighton Patio Homes has sued the City of Prescott claiming \$180,894.84 in damages. The lawsuit alleges that the City improperly located or "Bluestaked" a city waterline on Gurley Street causing them to incur additional costs to excavate for and install a sewer extension for Brighton's townhome development. Brighton has also named a city employee individually in the lawsuit.

Several engineering firms were notified of the availability of this expert litigation contract and two local firms submitted proposals, along with two Phoenix firms. One local firm disqualified itself because of business relationships and a second firm elected not to submit a proposal because of the lack of experience testifying. The other two local firms who submitted proposals presently have ongoing design contracts with the City for large projects. After interviews were conducted, Gervasio and Associates was deemed the most suitable because their staff's broad range of experience matched the needs of the case and their principal engineer has extensive experience testifying. We have consulted with this firm in litigation in the past. The experience of Gervasio's staff includes design and project management of large sewer and water lines, cost estimating of such projects, and testifying as experts in construction and civil engineering cases.

The total amount of the contract to be authorized is \$30,000.

Fiscal Impact:

\$30,000 from budgeted amounts.

Agenda Item: Risk Management Study Contract

Recommended Action: MOVE to approve a contract in the amount of \$30,000 with Gervasio and Associates to serve as a testifying expert in litigation.

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COUNCIL AGENDA MEMO – (April 21, 2009)

DEPARTMENT: Legal

AGENDA ITEM: 89A/Granite Dells Parkway (Side Road) Traffic Interchange Project, Outside Counsel Contract

Approved By: _____ **Date:** 4/14/2009

Department Head: Gary Kidd *TAK for GDK*

Finance Director: Mark Woodfill

City Manager: Steve Norwood *SNorwood* 04/16/09

Item Summary

This is a request to approve a contract for outside legal counsel to advise the City in matters regarding the bidding, bid award, and development agreement as it relates to 89A/Granite Dells Parkway (Side Road) Traffic Interchange Project in conjunction with the Granite Dells Estates development. The proposed contract amount is \$75,000.

Background

The terms of the development agreement with the Granite Dells Estates Properties provide that the developer is to build and the City is to reimburse the developer for the construction of the 89A/Granite Dells Parkway (Side Road) Traffic Interchange Project. Since the bids have been submitted for this project, a dispute has arisen among Granite Dells Estates Properties, Inc., which solicited bids for the project, and the two project bidders, Asphalt Paving and Supply and Fann Contracting. The resolution of this dispute implicates the terms of the development agreement, construing the terms of the contract, and a number of ADOT specifications, which are incorporated into the contract.

The Legal Dept. recommends that the City authorize a legal services contract to assist and advise the City in this dispute and represent the City in any subsequent litigation. The law firm of Jones, Skelton & Hochuli has extensive experience representing and defending public entities, including representing ADOT in legal matters and litigation. One partner and one associate in the law firm will be assigned principal responsibility in this matter. Gary H. Burger, a partner in the firm, specializes in and has experience in construction law and representing public entities. Associate Mark Walberg's specialties include municipal liability, and his experience includes public construction contracts and bidding. Because of the breadth of experience of the Jones, Skelton & Hochuli attorneys, they also have access to a broad array of legal experts in a variety of areas of government law. The billing rate for this contract is \$250/hr.

The total amount of the contract to be authorized is \$75,000.

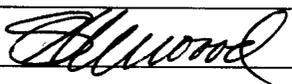
Agenda Item: Risk Management Study Contract

Fiscal Impact:

\$75,000 from budgeted amounts.

Recommended Action: MOVE to approve a contract in the amount of \$75,000 with Jones, Skelton & Hochuli for legal services regarding the 89A/Granite Dells Parkway (Side Road) Traffic Interchange Project.

COUNCIL AGENDA MEMO – (April 21/28, 2009)
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Bradley Christensen, Applicant for Prescott Hotel Group LLC, for a Series 07, Beer & Wine Bar, license for Residence Inn by Marriott located at 3599 Lee Circle

Approved By:	Date:
Department Head: Elizabeth A. Burke	
Finance Director:	
City Manager: Steve Norwood 	04/19/09

A Liquor License Application, City No. 09-138 State No. 07130045, has been received from Bradley Christensen, Applicant for Prescott Hotel Group LLC, for a Series 07, Beer & Wine Bar, License for **Residence Inn by Marriott** located at 3599 Lee Circle.

The public hearing will be held at the Regular Council Meeting of Tuesday, April 28, 2009. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

This license application is a new license due to a person and location transfer.

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

<p>Recommended Action: (1) MOVE to close the Public Hearing. (2) MOVE to approve/deny State Liquor License Application No. 07130045, for a new Series 07, Beer & Wine, Liquor License for Bradley Christensen, Applicant for Prescott Hotel Group LLC, for Residence Inn by Marriott located at 3599 Lee Circle.</p>

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

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

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

Historical Note

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

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

**ARIZONA STATE LIQUOR LICENSES
TYPES / PURPOSES
AS OF 04/07**

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

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

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

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

License Types: Series 03 Domestic Microbrewery License

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

License Types: Series 04 Wholesaler's License

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

License Types: Series 05 Government License

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

License Types: Series 06 Bar License – Transferable

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

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

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

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

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

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

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

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

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

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

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

License Types: Series 12 Restaurant License

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

License Types: Series 13 Domestic Farm Winery License

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

License Types: Series 14 Club License

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

License Types: Series 15 Special Event License

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

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

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

License Types: Series 17 Direct Shipment License

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