

PRESCOTT CITY COUNCIL REGULAR VOTING MEETING A G E N D A

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, SEPTEMBER 28, 2010
3:00 P.M.**

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

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

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:** Pastor Hylyard Irvin, Church of Nazarene
- ◆ **PLEDGE OF ALLEGIANCE:** Mayor Kuykendall
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Kuykendall	
Councilman Blair	Councilwoman Linn
Councilman Hanna	Councilwoman Lopas
Councilman Lamerson	Councilwoman Suttles

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

I. CONSENT AGENDA

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

- A. Award of contract to Ninyo & Moore for quality assurance and testing services in an amount not to exceed \$80,000.00; award a contract to Western Technologies, Inc. for quality assurance and testing services in an amount not to exceed \$80,000.00; and award a contract to Engineering & Testing Consultants, Inc. for quality assurance and testing services in an amount not to exceed \$80,000.00.**

- B. Approval of the minutes of the Prescott City Council Joint Workshop/Special Meeting of September 7, 2010 and the Regular Voting Meeting of September 14, 2010.

II. REGULAR AGENDA

A. Review of Golf Committee’s Final Report.

B. Alarm Ordinance.

- 1. Adoption of Resolution No. 4045-1115 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled “*Chapter 5-6, Alarm Systems, of the Prescott City Code.*”
- 2. Adoption of Ordinance No. 4760-1111 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona amending the Prescott City Code by deleting Chapter 5-6, *Installation of Police Alarm Equipment and Prohibition of Telephone Alarm Systems*, and replacing it by adopting by reference that certain document entitled “*Chapter 5-6, Alarm Systems, of the Prescott City Code,*” made a public record by Resolution No. 4045-1115; and setting penalties therefore.

C. Discussion and direction for amendments to City boilerplate contract provisions for implementation of Public works Capital Projects.

III. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, MMC, City Clerk

COUNCIL AGENDA MEMO – September 28, 2010

DEPARTMENT: Public Works

AGENDA ITEM: Award of three professional services agreements for quality assurance and testing services for City capital construction projects, (1) to Ninyo & Moore, (2) to Western Technologies, Inc., and (3) to Engineering & Testing Consultants Inc., each in an amount not to exceed \$80,000.00.

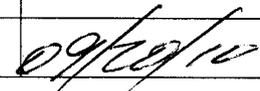
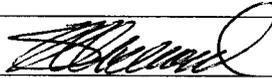
Approved By:

Date:

Department Head: Mark Nietupski

Finance Director: Mark Woodfill

City Manager: Steve Norwood



Item Summary

This item is to award three (3) separate professional services agreements for quality assurance (QA) testing services on an as-required basis for City street and utility capital improvement projects. Construction QA tests include soil characteristics, earthwork compaction, concrete and asphalt paving material properties and composition.

The first contract, is recommended for award to Ninyo & Moore with the second contract recommended for award to Western Technologies, Inc. and third contract, is recommended for award to Engineering & Testing Consultants Inc. This will allow the City flexibility when assigning new projects for QA testing while addressing the respective concerns of each company over competition for work in the current economy. Under these QA testing contracts the firm selected to work on a City project cannot work for the contractor under contract to the City for construction of the same capital project.

Background

On May 20, 2010, the Public Works Department advertised for Statements of Qualifications (SOQs) from geotechnical firms interested in providing on-call materials testing for the City's capital construction projects. Eight responses were received:

- ATL, Inc. (Phoenix)
- Quality, Testing. LLC (Phoenix)
- Western Technologies, Inc. (Flagstaff/Prescott)
- Ninyo & Moore (Phoenix/Prescott)
- AMEC Earth Environmental Inc. (Tempe)
- Engineering & Testing Consultants Inc. (Prescott)
- ATC Associates Inc. (Tempe)
- Foree & Vann, Inc. (Phoenix)

Pursuant to professional services selection procedures, three firms were short listed and interviewed: Western Technologies, Inc., Ninyo & Moore and Engineering & Testing, Inc. Upon completion of the interview process the following ranking was established:

AGENDA ITEM: Award of three professional services agreements for quality assurance and testing services for City capital construction projects, (1) to Ninyo & Moore, (2) to Western Technologies, Inc., and (3) to Engineering & Testing Consultants, Inc., each in an amount not to exceed \$80,000.00.

1. Ninyo & Moore
2. Western Technologies, Inc.
3. Engineering & Testing, Inc.

Subsequent negotiations with Ninyo & Moore, Western Technologies and Engineering & Testing Consultants, Inc., the top ranked firms were successfully concluded. The contracts provide for ordering and performance of the required "on-call" services on an "as needed" basis (project by project); billing is at fixed unit prices for tests and hourly rates for on site technician services and in-place materials testing and sampling when required.

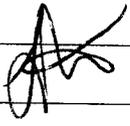
Budget

The maximum cost of services to be provided under each contract is not to exceed the amount of \$80,000.00 each through the initial contract term (September 2010). Billings are charged to each project for which the services are accomplished, and then allocated to the specific budget accounts funding the project (i.e., One Cent Sales Tax for Streets and Open Space, Water and Sewer Funds).

Attachments - Schedules of Fees

Recommended Action: (1) **MOVE** to award a contract to Ninyo & Moore for quality assurance and testing services in an amount not to exceed \$80,000.00; (2) **MOVE** to award a contract to Western Technologies, Inc. for quality assurance and testing services in an amount not to exceed \$80,000.00; (3) **MOVE** to award a contract to Engineering & Testing Consultants, Inc. for quality assurance and testing services in an amount not to exceed \$80,000.00.

COUNCIL AGENDA MEMO – September 28, 2010
DEPARTMENT: City Manager/ City Council
AGENDA ITEM: Review of Golf Advisory Committee Final Report

Approved By:	Date:
Department Head: Laurie Hadley 	September 23 2010
Finance Director:	
City Manager:	

Summary -

The Advisory Group held its first meeting in January 7, and concluded in September 2010. The committee was chaired by Joe Baynes and had six additional members. Members represented a wide range of professions and community interests. The membership consisted of:

- Barbara Bruce – Ponderosa Hotels
- Jason Gisi – Central Arizona Partnership
- Wayne Howell – Retired PUSD Athletic Director
- Allen Hurt – Owner of Prescottonian Hotel
- Ross Jacobs – Yavapai County Treasurer
- Brenda Martinez – V.P. Yavapai Title

The Committee was charged with evaluating all aspects of the golf course operations, City staff presented the committee with issues and projects that they felt needed attention. Chair, Joe Baynes, also met with the president of each of the five golf associations to gather their input. The Committee's focus landed on five areas ~ *rates, selection and service in pro-shop, need for capital improvements, marketing/public relations, and the employee/volunteer policy.*

The report covers each area, outlines the issues and solutions or recommendations. Most of the recommendations have already been implemented or in the process of being put into action.

The members of the committee have agreed to remain a committee and act on "as needed basis" by the golf course management team.

Recommended Action: For review and discussion only.
--



To: Honorable Mayor and City Council
From: Antelope Hills Golf Course Advisory Committee
Date: September 2010

The Antelope Hills Mayor's Advisory Committee is pleased to submit its final report. The Committee met biweekly from January 2010 to September 2010. The meetings addressed specific issues and concerns as identified by the City, golfers, and community stakeholders. The committee was chaired by Joe Baynes and had six additional members. Members represented a wide range of professions and community interests. The membership is comprised of:

Barbara Bruce – Ponderosa Hotels
Jason Gisi – Central Arizona Partnership
Wayne Howell – Retired PUSD Athletic Director
Allen Hurt – Owner of Prescottonian Hotel
Ross Jacobs – Yavapai County Treasurer
Brenda Martinez – V.P. Yavapai Title

The Committee had staff support from Mic Fenech, Mack McCarley, Jerry Walsh, Kevin Kellogg and Laurie Hadley. City staff presented the committee with a number of areas and issues/projects that needed attention. Chair, Joe Baynes, also met with the president of each of the five golf associations to gather their input. The top five areas of concern were; *rates, selection and service in pro-shop, need for capital improvements, marketing/public relations, and the employee/volunteer policy.* This report will address each area and the steps that were taken, or planned to be taken, to address the issues.

The Committee would like to thank the Mayor and City Council for giving us the opportunity to work on such an important project. The golf course is a community wide investment and asset, one which we all feel will only get better with time.

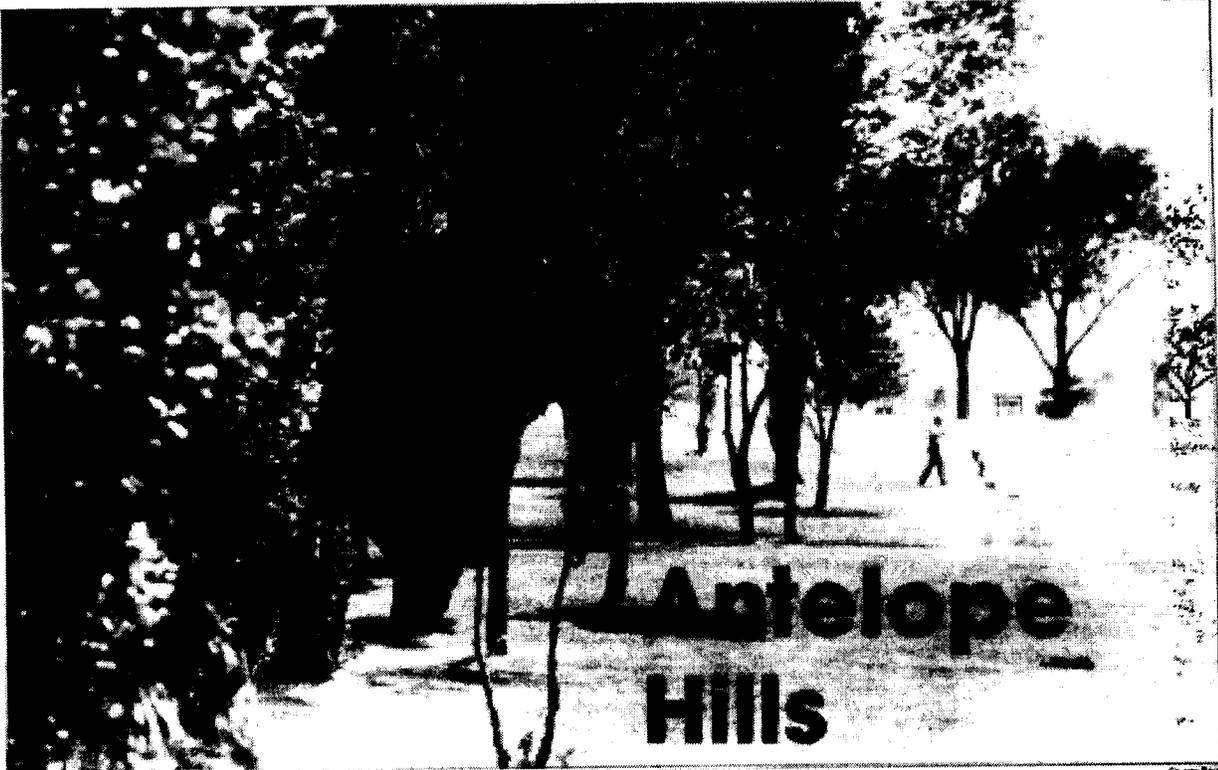
Antelope Hills History -

In the early 1950's, five determined Prescott men set out to build a golf course. According to an archived newspaper article from the "Prescott Evening Courier", they were tired of playing in cottonseed "meal" greens and dirt fairways that were offered at the Hassayampa's nine hole course. Two prominent Prescott families donated the land where the North course is located. The first nine holes were built and opened in 1956, the second followed in 1957 and within a week of its opening the course held its first tournament with 106 players.

- In June of 1956, the City Council named Hampton Auld as the golf professional for Antelope Hills. In the courses first eight days it brought in \$1222.00, and its first weekend had just over 200 golfers.
- Although information is sketchy, it appears that by 1960 a new pro, Doug Allen, was on the scene.
- In a February 1, 1965 article in the Prescott Evening Courier, it announced that 35 year old Thomas Langston Jr. was taking over the position of pro, replacing Doug Allen. Langston submitted his resignation in August 1969.
- Mack McCarley came to the course in April 1970, replacing Langston and stayed with Antelope Hills until 1981.
- Tim Gray took the pro position following Mack and held that position until August 1993.
- Jim Noe came on board in October 1993 and stayed until January 2004.
- Paul Parker replaced Noe in July 2004 and resigned in February 2010.
- Mack McCarley returned in March 2010 and is currently the pro.

During the succession of golf pro's, the course experienced growing pains, meaning the golfers were outgrowing the capacity of the course. By the mid 1980's the course was at capacity and golfers were asking the City to build an additional course. In 1987 the City purchased 165 acres, which now house the South Course and adjacent housing subdivision. The South Course was opened in the summer of 1992, and the current clubhouse followed in 1993.

Antelope Hills has the reputation of being one of the finest municipal courses in Arizona. The Manzanita Grille not only provides a vital service to the golfers, but has become a favorite for people working and living in the area. This fiscal year the old clubhouse will go through a badly needed renovation. The result will be a facility that will benefit the golf course as well as any city department or citizen needing a meeting room or banquet facility. The future looks bright for Antelope Hills.



Antelope Hills

Trees now flourish on what was an empty plain

Golf course began as a cooperative project

By DONNE WALKER
Courier Staff Writer

Earl Mayer is standing outside, peering in a tree that marks the property line between his backyard and the Antelope Hills Golf Course.

"That's a golf ball tree there... I've picked a lot of golf balls out of it," he says jokingly.

If anyone is likely to own a golf ball tree it is Earl Mayer, the man who hit the first golf ball on the greens at Antelope Hills as well as the first ball on the greens of Encanto Park in Phoenix. And, he also had a hand in planting many of the now full-grown trees, elm, spruce and Lombardy poplars which line the greens on the city's municipal course.

Antelope Hills has recently been the focus of controversy between golfers and the city, which decided to use several acres of land at Antelope Hills to develop a hotel and convention center. The course will celebrate its 20th birthday in August.

One of the state's first municipal courses, Antelope Hills came into existence in large part because of the interest and efforts of several local golfers looking for a better playing field than the enhanced municipal greens and dirt fairways offered at the Phoenix-area Country Club's 9-hole course.

Mayer was one of these golfers. Lesser "Budge" Ruffner was another. Others, including Fred Crowell, Grant May-Curdy, the airport manager, and Harold Fisher, no longer alive. And many other golfers, members of the Antelope Hills Men's Club as well as the city of Prescott, have had their hands in the development since its beginning.

At the time, Mayer was the president of the Prescott Chapter of Oremco. He says there were other reasons, though, that the group of golfers and the city were looking forward to an 18-hole grass course.

"It was recreation—and recreation is a big industry. We wanted to get this in for the city, not necessarily for profit or to get our names up on the clubhouse," Mayer recalls.

Since that time, the course has played a part in drawing at least two major employers to the Prescott area, Mayer says.

The city also had some cash on "seed money," recalls former Prescott Mayor and former Mayor A. C. Williams, from the sale of an old Victorian house on Garden Street. Land adjacent to Ernest A. Love Field was chosen. The



Earl Mayer



Budge Ruffner

city owned a portion. A newspaper article written at the course's 20th anniversary mentions that George Latta purchased and made available the land for the first nine holes. The Ruffner family donated another 11 acres, Ruffner says. As they go, the golf course could not have been better situated. Views of Granite Mountain are visible to the west, the rolling hills of Chino Valley are to the north, Mt.ias Mountain is to the east and the wooded hills of Granite Delta lay to the south.

The five men also put up a share of capital, say Ruffner and Mayer, and architects Frank and Larry Hagler of Mason Valley, Calif., were subsequently chosen to design the course.

What followed from that point on, says Williams, was a year-by-year effort to build up the course, greens with money as it became available, using city labor and machinery. The first 9 holes were completed in 1966. The

second nine in 1967. The first Antelope Hills Tournament followed this opening within a week, with 106 entries.

Mayer and Ruffner take personal responsibility, though for planting most of the trees on the course.

"That land had not one tree on it. Not one damn tree, except for some scrubby oaks. I went out and begged, borrowed and stole—spruce, trees, whatever—and planted many of them myself," Ruffner says.

Mayer, too, will drive through the course and point out a poplar or blue spruce he planted—recalling just how much he paid for it, too.

Water for the greens comes from off-hand ponds near the course. Antelope Hills was one of the first golf courses to use off-hand water for the fairways, a project which caught the interest of many out-of-towners, Williams says. Water lines were purchased as a lease-option agreement, paid off over a period of years. The city financed the property through a "strip-amortization" which included the water lines. The water was not filtered at first, but later a Teepee for a designed a system of sand filters which is still used, Williams says.

The clubhouse originally was built for a few thousand dollars out of air lock loans.

The fact a good women's system at the golf course have been the job contributors over the years, says Mayer. They have purchased shares in for the clubhouse (in back has been expanded and includes a restaurant and pro-shop) benches and sponsored dozens of tournaments.

The subdivision surrounding the golf course was developed by private effort after the land was purchased by a syndicate for about \$20,000. Stockholders included many Prescott residents. The sale of lots was handled by the Dun-Lap Land and Investment Co.

The immediate success of the city's plan to lease 4.8 acres to Jim Mack and Don Thend is up in the air.

Opponents of the lease plan, approved last month by the City Council, have succeeded in obtaining enough valid signatures to force a referendum on the issue. That matter will be decided at the next regularly scheduled election or perhaps earlier, if the city's legal staff finds it possible.

The developers say they may be able to obtain some of their plans, which had included lease payments to the city of 2 percent of the gross receipts of the hotel and accompanying operations. The developers and the city had said the revenues would be used to construct another nine holes for the golf course.

Opponents are concerned about placing a business on the city recreational area.



Clubhouse at Antelope Hills



A trophy between them

Alan McCarry, left, professional, of the Ardara Hills golf course, gives his partner trophy to Phil Fyfe, who was captain of the City Champs, and was last Sunday

McCarry and the present Fyfe and the present Fyfe, presented the trophy to the City Champs by Charles Clouston



Football
 continue

Carrfare



Steve Carr

Antelope Hills a good experience for McCarty

In the past history for the two Presidential Golf and Country Club in Phoenix, Steve McCarty says he did not realize the Antelope Hills Club would be so good.

Things will be done, however, on a larger scale than in Phoenix, Steve says.

McCarty, who for the past 11 years has been the Antelope Hills course manager, says he is the most respected in the Southwest. He has been in the position of the club since 1972, having been at the time of Cambridge Mountain in 1971.

He talks with me and says a little bit about the club, but he is not a professional, but a person who is interested in the game.

When the city of Phoenix first built the club, it was a very good club, but it was not a very good club. It was a very good club, but it was not a very good club. It was a very good club, but it was not a very good club.

As far as the investment, Steve says, there were only about \$100,000 in the club. This year, however, it was \$1,000,000. It was a very good club, but it was not a very good club.

The Phoenix, however, will be a very good club. It will be a very good club, but it was not a very good club. It was a very good club, but it was not a very good club.

Prescott is not for the club. It is not for the club, but it was not a very good club. It was a very good club, but it was not a very good club.

The Antelope Hills is a very good club. It is a very good club, but it was not a very good club. It was a very good club, but it was not a very good club.

Steve says, however, that a very good club is not a very good club. It is a very good club, but it was not a very good club.



Steve McCarty

Steve McCarty, who for the past 11 years has been the Antelope Hills course manager, says he is the most respected in the Southwest.

McCarty, who for the past 11 years has been the Antelope Hills course manager, says he is the most respected in the Southwest. He has been in the position of the club since 1972, having been at the time of Cambridge Mountain in 1971.

He talks with me and says a little bit about the club, but he is not a professional, but a person who is interested in the game.

When the city of Phoenix first built the club, it was a very good club, but it was not a very good club. It was a very good club, but it was not a very good club.

As far as the investment, Steve says, there were only about \$100,000 in the club. This year, however, it was \$1,000,000. It was a very good club, but it was not a very good club.

The Phoenix, however, will be a very good club. It will be a very good club, but it was not a very good club. It was a very good club, but it was not a very good club.

Prescott is not for the club. It is not for the club, but it was not a very good club. It was a very good club, but it was not a very good club.

The Antelope Hills is a very good club. It is a very good club, but it was not a very good club. It was a very good club, but it was not a very good club.

Steve McCarty, who for the past 11 years has been the Antelope Hills course manager, says he is the most respected in the Southwest.

McCarty, who for the past 11 years has been the Antelope Hills course manager, says he is the most respected in the Southwest. He has been in the position of the club since 1972, having been at the time of Cambridge Mountain in 1971.

He talks with me and says a little bit about the club, but he is not a professional, but a person who is interested in the game.

When the city of Phoenix first built the club, it was a very good club, but it was not a very good club. It was a very good club, but it was not a very good club.

As far as the investment, Steve says, there were only about \$100,000 in the club. This year, however, it was \$1,000,000. It was a very good club, but it was not a very good club.

The Phoenix, however, will be a very good club. It will be a very good club, but it was not a very good club. It was a very good club, but it was not a very good club.

Prescott is not for the club. It is not for the club, but it was not a very good club. It was a very good club, but it was not a very good club.

The Antelope Hills is a very good club. It is a very good club, but it was not a very good club. It was a very good club, but it was not a very good club.

Steve McCarty, who for the past 11 years has been the Antelope Hills course manager, says he is the most respected in the Southwest.

McCarty, who for the past 11 years has been the Antelope Hills course manager, says he is the most respected in the Southwest. He has been in the position of the club since 1972, having been at the time of Cambridge Mountain in 1971.

He talks with me and says a little bit about the club, but he is not a professional, but a person who is interested in the game.

When the city of Phoenix first built the club, it was a very good club, but it was not a very good club. It was a very good club, but it was not a very good club.

As far as the investment, Steve says, there were only about \$100,000 in the club. This year, however, it was \$1,000,000. It was a very good club, but it was not a very good club.

The Phoenix, however, will be a very good club. It will be a very good club, but it was not a very good club. It was a very good club, but it was not a very good club.

Prescott is not for the club. It is not for the club, but it was not a very good club. It was a very good club, but it was not a very good club.

Klemmedson Named All-Star

Prescott falls short in attempt at BCI crown

Prescott, however, will be a very good club. It will be a very good club, but it was not a very good club. It was a very good club, but it was not a very good club.

Prescott is not for the club. It is not for the club, but it was not a very good club. It was a very good club, but it was not a very good club.

Sports Scope

By Associated Press

The President, Robert Taft, is the center of sport in the United States, and the action is taking place here, it is not in a foreign land, as was suggested and reported by the American press in the past. After the war, the American press has been reporting on the sports of a foreign land, and the American press has been reporting on the sports of a foreign land, and the American press has been reporting on the sports of a foreign land.

National Guard Captures Rac Cops Upset Victory

Albany, N.Y. (AP) — National Guardsmen today captured a victory in the fight against the Ku Klux Klan in Albany, N.Y., after a day of rioting and burning of property.

Law Legion Murry Alton Chosen

Albany, N.Y. (AP) — Murry Alton, a member of the Law Legion, has been chosen as the new president of the Albany chapter of the organization.

The organization was organized in Albany, N.Y., in 1914, and has since that time been active in the promotion of the law and the maintenance of the public peace.

Albany, N.Y. (AP) — The Albany chapter of the Law Legion, a national organization of lawyers, has elected Murry Alton as its new president.



A GROUP OF MEN, including the members of the Albany chapter of the Law Legion, are seen shaking hands after the election of Murry Alton as president.

Floyd Decisions Chivalo; Seeks The Go With Clay

Albany, N.Y. (AP) — Floyd Decisions, a prominent figure in the Albany community, has announced his decision to support the candidacy of Clay in the upcoming election.

Prescott Evening Courier

Published daily except on Sundays and public holidays.

Subscription price, \$1.00 per year in advance.

The Daily Courier

Thursday, February 25, 2010

Prescott appoints McCarley as Antelope Hills manager

By Cindy Barks

The Daily Courier

Thursday, February 25, 2010

PRESCOTT - A veteran golfer and one-time golf professional at Antelope Hills Golf Course is back at the city course - this time as general manager.

Prescott City Manager Steve Norwood announced this week that he has appointed Mack McCarley as manager of Antelope Hills.

McCarley, who served as head golf pro at Antelope Hills from 1970 to 1981, returned earlier this month to work as interim manager.

Although the city already had received about 70 applications from people interested in the permanent job, Norwood said he decided to halt the selection process and appoint McCarley.

Initially, "Mack offered to do a brief agreement to help screen applicants," Norwood said. "After a few weeks, he said, 'Would you consider me permanently?'"

At that point, Norwood said he opted to stop the manager search and appoint McCarley.

"Credential-wise, there's nobody better," Norwood said. "Mack is a known quantity, and he knows Arizona golf."

McCarley, 70, is a recent inductee into the Arizona Golf Hall of Fame and long-time PGA member, and has about 40 years of experience working in the golf industry.

After leaving Prescott in 1981, McCarley said he moved to the Phoenix area, where he worked as director of golf at the Phoenician Resort and the Superstition Springs Resort. In 1990, he took a job with a Denver-based golf development company that financed and built courses all over the U.S.

McCarley later returned to the Phoenix area to work as director of golf at Sun Lakes, before teaching for several years at the Golf Academy of America in Chandler.

For the past eight years, McCarley said he has been largely retired, although he worked recently as a teaching pro in a suburb of Salt Lake City.

McCarley headed back to Prescott after hearing from Mayor Marlin Kuykendall, who approached



Photo courtesy/ Russell Christ, AZ Golf News

him about a job at Antelope Hills.

At that time, McCarley said he was not interested in taking on the manager position, but he did agree to a temporary consulting job.

Then, after Kuykendall and Norwood "shared with me their vision for Antelope Hills - about how it could play a role in tourism promotion - I got excited and said I want to be a part of it," he said.

Among McCarley's goals for the course is to give locals a "pride of ownership" and to foster an atmosphere that helps players "have as much fun as possible, so they want to come back."

In addition, McCarley said, "We haven't even scratched the surface of what we can do with tourism and marketing. That's a high priority with me."

A native of Litchfield Park, McCarley has a bachelor's degree in mass communications from [Arizona State University](#).

McCarley replaces former Antelope Hills Manager Paul Parker, who resigned in January.

Related Links:

">Content © 2010

">Software © 1998-2010 **1up! Software**, All Rights Reserved

Rates –

Issue – Too many rates, confusing structure, not competitive in today's market.

Setting rates that are viewed as fair was a difficult challenge. It is not as simple as picking a number and charging that as a rate, but rather a financial Rubik's cube where expenditures must match revenue, and somehow still be viewed as reasonable to the golfing public. When the committee began examining the rates there were over 50 combinations resulting in confusion for golfers and employees. Simplifying the rates was a top priority along with attracting new golfers.

The committee recognized the largest under tapped market for new business was the north Phoenix/Scottsdale area. The courses non-resident fee was seen by the Course General Manager, Mack McCarley, as a roadblock to attracting the north Phoenix market. The non-resident fee was adjusted down by \$15, from \$60 to \$45.

One of the most sweeping changes made to rates was the elimination of a summer/winter rate. Rates will remain static year round. So while residents are only seeing a \$3 decrease in the winter, the decrease is \$8 for the summer months.

The Players Card (PC) was kept in its current form. The PC can be purchased for \$150 and is good for one calendar year, and may only be used by the person named on the card. The PC gives an \$8.00 discount on 18-holes with cart, \$4.00 on a 9-hole twilight game with cart. For our regular golfers this can be a dramatic savings over a year. The course also initiated a Rapid Rewards Program. One point for every dollar spent on green fees or carts is accrued. Points can be used for green fees for carts. There is no charge to join this program.

Several courses in the area have dramatically dropped rates, and one course closed temporarily. The committee agreed that cutting rates too drastically at first could mean disaster should the course need to raise them due to lagging rounds. A conservative approach was taken with the thinking they could be lowered much easier than they could be raised. Attached is a sheet of all newly adopted rates as compared to current fiscal years rates.

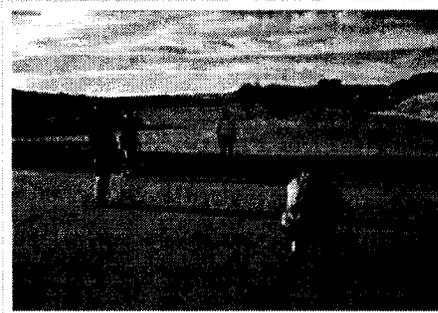
Volunteer/Employee Rates –

Issue – Too many tiers, confusing.

While addressing the rates for the golfing public, the committee also reviewed rates for golf course employees. Past management had a very confusing "formula" for determining rates for employees and it was not seen as fair. The committee suggested a flat year round fee of \$10.00. The fee comes with a few restrictions, such as no advance tee-times, cannot be used for tournament play, and can be used for employees only (no family). The employees seem happy and appreciative of the change.

CITY OF PRESCOTT, ARIZONA

Rates & Fees



old rates

Antelope Hills is open everyday, excluding Christmas. You may call **928-776-PUTT (7888)** or **800-972-6818**, as early as one week in advance for your tee time reservations.

Resident rates are available to Yavapai County residents.

The rates and fees for the courses are:

- Green Fees
- Cart Fees
- Senior Discount
- Players Card
- Driving Range
- Golf Lessons

The Golf Course accepts **VISA** for payments.

Green Fees

	All Weekdays & Weekends (Nov 1 - Apr 30)	Weekends (May 1 - Oct 3)
Resident (18 holes)	\$27	\$32
Resident Twilight (After 1:00)	\$21	\$26
Resident (9 holes)	\$17	\$22
Resident Super Twilight (After 3-4-5:00)	\$13	\$16
Non Resident (18 holes)	\$45	\$45
Non Resident Twilight (After 1:00)	\$32	\$32
Non Resident (9 holes)	\$30	\$30
Non Resident Super Twilight (After 3-4-5:00)	\$20	\$20
Juniors (17 & under, After 12:00)	\$7	\$7

Cart Fees (Per Rider)

All Year		
Resident (18 holes)	\$14	
Resident Twilight (After 1:00)	\$9	
Resident (9 holes)	\$8	
Resident Super Twilight (After 3-4-5:00)	\$7	
Non Resident (18 holes)	\$15	
Non Resident Twilight (After 1:00)	\$10	
Non Resident (9 holes)	\$10	
Non Resident Super Twilight (After 3-4-5:00)	\$8	
Private Cart	\$9/18 holes	\$6/9 holes
Non-Players/Junior w/ Adult	\$9/18 holes	\$6/9 holes

Senior Discount

After 12:00 Mon-Thr, 60 & over	
18 holes (includes cart fee)	\$25

Players Card (On Sale April 21)

Yavapai residents only

Expires 1 year from purchase date. For use by named individual only.

	All Weekdays & Weekends (Nov 1 - Apr 30)	Weekends (May 1 - Oct 31)
18 Hole Green Fee	\$22	\$27
9 Hole/Twi Green Fee	\$14	\$17
18 Hole Cart	\$11	\$11
9 Hole/Twi Cart Fee	\$7	\$7
Pro Shop Merchandise	10% off Retail Price	

Driving Range Rates

Large	
Approx. 70 balls	\$7.00
Small	

	All Year	
Resident (18 holes)	\$14	
Resident Twilight (After 1:00)	\$9	
Resident (9 holes)	\$8	
Resident Super Twilight (After 3-4-5:00)	\$7	
Non Resident (18 holes)	\$15	
Non Resident Twilight (After 1:00)	\$10	
Non Resident (9 holes)	\$10	
Non Resident Super Twilight (After 3-4-5:00)	\$8	
Private Cart	\$9/18 holes	\$6/9 holes
Non-Players/Junior w/ Adult	\$9/18 holes	\$6/9 holes

Senior Discount

	After 12:00 Mon-Thr, 60 & over	
18 holes (includes cart fee)	\$25	

Players Card (On Sale April 21)

Yavapai residents only

Expires 1 year from purchase date. For use by named individual only.

	All Weekdays & Weekends (Nov 1 - Apr 30)	Weekends (May 1 - Oct 31)
18 Hole Green Fee	\$22	\$27
9 Hole/Twi Green Fee	\$14	\$17
18 Hole Cart	\$11	\$11
9 Hole/Twi Cart Fee	\$7	\$7
Pro Shop Merchandise	10% off Retail Price	

Driving Range Rates

	Large
Approx. 70 balls	\$7.00
	Small

CITY OF PRESCOTT, ARIZONA

Rates & Fees



Antelope Hills is open everyday, excluding Christmas. You may call **928-776-PUTT (7888)** or **800-972-6818**, as early as one week in advance for your tee time reservations.

Resident rates are available to Yavapai County residents.

The rates and fees for the courses are:

- Green Fees
- Cart Fees
- Senior Discount
- Players Card
- Driving Range
- Golf Lessons

Check out our Rapid Rewards Card Program. Every time you play a round or rent a cart you can earn points that are redeemable for greens fees and cart rentals.

The Golf Course accepts **VISA** for payments.

Green Fees

	Rates Effective May 1st 2010
Resident (18 holes)	\$24
Resident Twilight (After 3:00)	\$20
Resident (9 holes)	\$16
Resident Senior (over 60, afternoon Sun-Thr)	\$17
Resident Junior (17 & under, After 3:00)	\$7
Non Resident (18 holes)	\$30
Non Resident Twilight (After 3:00)	\$30
Non Resident (9 holes)	\$22
Non Resident Senior (over 60, afternoon Sun-Thr)	\$17
Non Resident Juniors (17 & under, After 3:00)	\$7

Cart Fees

	Rental Fe
Resident (18 holes)	\$14
Resident Twilight (After 3:00)	\$9
Resident (9 holes)	\$8
Resident Senior (over 60, afternoon Sun-Thr)	\$8
Cart Rider (18 holes)	\$9
Cart Rider (9 holes)	\$6
Non Resident (18 holes)	\$15
Non Resident Twilight (After 3:00)	\$10
Non Resident (9 holes)	\$10
Non Resident Senior (over 60, afternoon Sun-Thr)	\$8
Cart Rider (18 holes)	\$9
Cart Rider (9 holes)	\$6

Players Card

\$150 - Expires 1 year from purchase date. For use by named individual only.

	Discounted Price
18 Hole Green Fee	\$5 off
9 Hole/Twi Green Fee	\$3 off
18 Hole Cart	\$3 off
9 Hole/Twi Cart Fee	\$1 off

Driving Range Rates

	Large	
Approx. 70 balls		\$7.00
	Small	
Approx. 35 balls		\$4.50
	Individual	
3-month	\$145.00	
6-month	\$225.00	

Annual	\$375.00
	Family
3-month	\$175.00
6-month	\$290.00
Annual	\$495.00
	Junior
3-month	\$75.00
6-month	\$115.00
Annual	\$185.00

Golf Lessons

Antelope Hills Professional Teaching Staff. Call for quotes (usually \$45.00 for 1 lesson):

- Kim Haddow, LPGA: 928-710-9647
- Ed Compton, PGA: 928-533-8638
- Mike Carter, PGA: 928-777-1888

[Home](#) → [City Services](#) → [Golf Course](#) → [Rates & Fees](#)

Copyright © 2005-2010 City of Prescott. All rights reserved.



Antelope Hills GOLF COURSES

“Rapid Rewards Card”

SIGN UP FOR YOUR FREE REWARDS CARD AND EARN POINTS

FREE GOLF...HERE'S HOW IT WORKS:

Receive 1 point for every dollar spent on Green Fees, and Carts Fees - They are worth 10% value. Points can be **redeemed on Carts and Green Fees.**

EXAMPLES:

A Senior walker paying \$17 playing 10 times = 170 points = 1 free Senior walking round!
Resident with cart paying \$38 playing 10 times = 380 points = 1 free round including cart!
Only have 140 points? Take a cart for free!

Resident Walking 240 Points	Resident Riding 380 Points	18 Hole Cart 140 Points
Senior Walking 170 Points	Senior Riding 250 Points	9 Hole Cart 80 Points
Players Card Walking 190 Points	Players Card Riding 300 Points	Twilight Cart 90 Points

RESTRICTIONS:

- Card and Points are non-transferable, points can only be redeemed by the cardholder, card also serves as way to receive other benefits. Please be prepared to present card and ID at check in.
- Points expire after one year of inactivity.
- Points cannot be redeemed for Pro Shop merchandise, range balls or food and beverages. Points are not earned for free rounds, Player's Card purchases or other non-green/cart fee related purchases.
- Points cannot be redeemed when participating in outside tournament events. They can be used for AHGC Association events.
- Card must be presented at check-in to earn points. Card/points have no cash value and may not be redeemed for cash or change.
- Management reserves the right to make changes or suspend the points program at any time.
- Player's cards remain valid until expiration and available for sale/renewal.

Pro-shop Service/Selection-

Issue –Long waits at the counter and/or on the phone, no ability to book online.

One of the complaints the committee received was with the pro-shop's customer service. One problem identified was the phone ringing constantly and the caller or golfer having to wait long periods. The other complaint was the inability to book tee times on line, which most every course provides. The committee wanted to find a service that could help with both of the issues.

Several companies offer such services. The committee and staff conducted research and unanimously decided that EZ Links was the top provider. As Council is aware, a contract was entered into and EZ Links the program became operational the first week of May.

The golfing public is now able to book Tee times online directly via the City's website. At this time, we do not ask for a credit card to hold the reservation. Should we start experiencing a large number of cancellations, we can add that feature.

One of the greatest assets EZ Links provides is phone answering. When pro-shop staff is busy checking in golfers, callers were often put on hold or the line rang several times before it was answered. EZ Links call center will pick up our phone lines after three rings. This provides a much higher level of customer service for those in the pro-shop and our callers. *

Issue – Poor selection of soft and hard goods.

In terms of inventory, the committee deferred to Mack McCarley. Mack has been working with his staff on reducing the inventory and bringing it to a manageable level. Inventory in the pro-shop is important. The national average for dollars spent per round in a pro-shop is \$3.00. This doesn't include cart rental. At the end of FY2010, Antelope Hills had averaged \$2.52. Mack worked with a few of the associations to determine what type of inventory they desired. New inventory was introduced to the pro-shop the beginning of May and sales have been brisk. The new inventory includes clothing, hats, shoes, golf balls and golf clubs. With the new inventory, the goal is to hit the \$3.00 national average.

* See following page for more details.

COUNCIL AGENDA MEMO – September 18, 2007

DEPARTMENT: Administrative Services

AGENDA ITEM: Three year agreement between Antelope Hills Golf Course and E-Z Links Golf Inc., for an integrated Point of Sale, Tee Sheet and Marketing system.

Approved By:

Date:

Department Head: Mic Fenech

Finance Director:

City Manager: Steve Norwood

BACKGROUND:

E-Z Links Golf Inc. has been in business since the mid 1990's providing integrated point-of-sale (POS) to internet and telephone call center answering, Tee-sheet coordination and multi-stepped marketing programs to the golf industry. Staff has compared E-Z Links to Antelope Hills current system (Smyth and Links-Time) and to Chelsea systems. Neither of the other systems can compare in breadth and scope to what is provided by E-Z Links.

The key highlights are:

1. 24/7 telephone answering and tee sheet booking.
2. Direct Internet booking by golfers.
3. Updated course conditions to both call center and Internet link, i.e. frost delays, deep tinning, top dressing, etc.
4. 90% capture of golfer profile to include email address, age, birthday, anniversary, course preferences, day preferences, etc.
5. Direct link to City's web site
6. Integrated credit card swipe, gift card, player's card, and scanner to expedite golfer check-in, gift card and discount program tracking, and inventory control.
7. Powerful marketing component based on email and client profile capture.

FINANCIAL:

There is no "out of pocket cost" for E-Z Links. The cost to the golf course is accomplished by providing up to two tee times per day to E-Z Links. E-Z Links may re-sell these tee times (up to 4 golfers per tee time) for whatever price the market will bear. E-Z Links keeps the revenue from those tee times. Tee times not sold by 3:00 am the day of play are forfeited back to Antelope Hills to sell. E-Z Links will negotiate the tee times with AHGC. The approximate value of the contract if purchased over 3-years is \$42,000. The contract includes all software, hardware, upgrades and support over the three year period which becomes the property of AHGC. The contract may be renewed every three years and includes all new hardware and software. The contract may be terminated prior to three years with the un-depreciated amount due from AHGC to E-Z Links.

AGENDA ITEM: Three year agreement between Antelope Hills Golf Course and E-Z Links Golf Inc., for an integrated Point of Sale, Tee Sheet and Marketing system.

ENDORSEMENT:

A review of the capabilities of the E-Z Links system and programs were discussed by the Mayor's Golf Advisory Committee. During this vetting period, advisory committee members contacted various E-Z Link installations both in and outside of the state of Arizona. All indications of both the staff and customers that frequently use the system are that it is by far the best system on the market today.

REFERENCES:

E-Z Links is currently used by all Phoenix municipal golf courses and are in their 5th year of service. Phoenix reports having captured over 60,000 valid email addresses and reports both immediate and significant increases in booking tee times since installing E-Z Links. Tucson municipal courses are in their 3rd year of service.

Both the City's IT and Budget and Finance departments have reviewed E-Z Links system and have approved its application. It integrates with the City's MUNIS finance system thus eliminating daily faxes and transfer of paper reports. Support for the system is 24/7 and the available reports are exceptional. Custom reports can also be created at our request.

Recommended Action: Approve a three year agreement between Antelope Hills Golf Course and E-Z Links Golf Inc., for an integrated Point of Sale, Tee Sheet and Marketing system.



Online Tee Times Made EZ™

[Login to My Account](#)

Sign up for the EZLinks Tee Time Newsletter

[CLICK HERE ►](#)

- [Home](#)
- [Book Tee Times](#)
- [Courses](#)
- [Course Operators](#)
- [Newsletter](#)
- [Advertise](#)
- [About](#)
- [Contact](#)

- [NAME YOUR PRICE](#)
- [TEE TIME SPECIALS](#)
- [REGULAR TEE TIMES](#)

TEE TIME SPECIALS

[Your Account](#) [Logoff](#) [How to Purchase](#) [Policies](#) [FAQs](#)



- [Search](#)
- [Specials](#)
- [Your](#)
- [Account](#)
- [Logoff](#)

Rules for EZLinks Specials:

- All pricing is **per player** for 18 holes (unless listed as 9 holes) and riding cart (unless noted).
- Single-player tee times are only available on a fill-in basis.
- The final amount is paid at the completion of the reservation process.
- A Confirmation Number will be emailed to you. You must present it at the golf shop.
- To cancel or view your active tee times, click "Your Account".
- Cancellations can only be made up to 24 hours prior to the tee time.
- Click [here](#) for additional details.

Please select a date and region to begin your search:

Date of Play:

July 7, 2010 - Wed

Arizona

Find EZLinks Special Rates

Please wait, searching for specials ... search complete.

Date	Time	Golf Course	Course Info	Nine Holes Only	Cart Included	Regular Rate	EZLinks Rate	One Player	Two Players	Three Players	Four Players
07/07	08:28a	Agulla GC Laveen, AZ	info			\$26.00	\$10.40 !!		Book 2	Book 3	Book 4
07/07	09:48a	Agulla GC Laveen, AZ	info			\$26.00	\$10.40 !!		Book 2	Book 3	Book 4
07/07	12:28p	Agulla GC Laveen, AZ	info			\$22.00	\$8.80 !!		Book 2	Book 3	Book 4
07/07	09:37a	Ahwatukee CC Phoenix, AZ	info			\$35.00	\$14.00 !!		Book 2	Book 3	Book 4
07/07	11:00a	Ahwatukee CC Phoenix, AZ	info			\$35.00	\$14.00 !!		Book 2	Book 3	Book 4
07/07	10:30a	Antelope Hills GC - South Prescott, AZ	info			\$45.00	\$27.00 !!		Book 2	Book 3	Book 4
07/07	01:00p	Antelope Hills GC - North Prescott, AZ	info			\$45.00	\$27.00 !!		Book 2	Book 3	Book 4
07/07	10:30a	Arizona Biltmore Golf Club - Adobe Phoenix, AZ	info			\$49.00	\$24.50 !!	Book 1			
07/07	09:16a	Arizona Grand Phoenix, AZ	info			\$39.00	\$17.55 !!		Book 2	Book 3	Book 4
07/07	10:12a	Arizona Grand Phoenix, AZ	info			\$39.00	\$17.55 !!		Book 2	Book 3	Book 4
07/07	10:33a	Camelback (Padre Course) Scottsdale, AZ	info			\$39.00	\$15.60 !!		Book 2	Book 3	Book 4
07/07	11:58a	Canoa Hills Golf Club Green Valley, AZ	info			\$27.00	\$13.50 !!		Book 2	Book 3	
07/07	01:02p	Canoa Hills Golf Club Green Valley, AZ	info			\$27.00	\$13.50 !!		Book 2	Book 3	Book 4
07/07	09:56a	Cave Creek GC Phoenix, AZ	info			\$26.00	\$13.00 !!		Book 2	Book 3	Book 4
07/07	11:48a	Cave Creek GC Phoenix, AZ	info			\$22.00	\$11.00 !!		Book 2	Book 3	Book 4
07/07	12:52p	Cave Creek GC Phoenix, AZ	info			\$22.00	\$11.00 !!		Book 2	Book 3	Book 4
07/07	11:09a	Copper Canyon Buckeye, AZ	info			\$45.00	\$20.25 !!		Book 2	Book 3	Book 4
07/07	12:57p	Copper Canyon Buckeye, AZ	info			\$45.00	\$20.25 !!		Book 2	Book 3	Book 4
07/07	12:30p	Corte Bella Sun City West, AZ	info			\$30.00	\$18.00 !!		Book 2	Book 3	Book 4
07/07	10:03a	Crooked Tree GC Tucson, AZ	info			\$36.00	\$18.00 !!		Book 2	Book 3	Book 4
07/07	12:14p	El Conquistador (Pusch Ridge Nine) Tucson, AZ	info			\$15.00	\$7.50 !!		Book 2	Book 3	Book 4
07/07	11:02a	El Conquistador (Canada Course) Tucson, AZ	info			\$39.00	\$19.50 !!		Book 2	Book 3	Book 4
07/07	10:00a	El Rio GC Tucson, AZ	info			\$21.00	\$13.65 !!		Book 2	Book 3	Book 4
07/07	11:00a	El Rio GC Tucson, AZ	info			\$21.00	\$13.65 !!		Book 2	Book 3	Book 4
07/07	08:28a	Encanto GC Phoenix, AZ	info			\$26.00	\$14.30 !!		Book 2	Book 3	Book 4
07/07	10:12a	Encanto GC Phoenix, AZ	info			\$26.00	\$14.30 !!		Book 2	Book 3	Book 4
07/07	12:12p	Encanto GC Phoenix, AZ	info			\$22.00	\$12.10 !!		Book 2	Book 3	Book 4
07/07	09:16a	Encanto 9-Hole Course Phoenix, AZ	info			\$8.00	\$3.20 !!	Book 1			

Encanto 9-Hole Course



[Tee Time Search](#)

[Your Account](#)

[Logoff](#)

1. Select the course(s) to search. For course details, click information icon.

Antelope Hills GC - South ⓘ **Prescott, AZ**

Antelope Hills GC - North ⓘ **Prescott, AZ**

2. Select the Search Date, Desired Time, and # Golfers and click "Search for Tee Times".

Search Date: **Desired Time:** **# Golfers:**



Copyright © 2010 EZLinks Golf, Inc. All Rights Reserved.
[Privacy Statement](#)
Send questions and feedback to info@ezlinks.com.
For personal assistance with reservations, contact EZLinks at 888-216-8640.



Marketing/Public Relations/Tourism

Issue – Not attracting new golfers, not showcasing the golf course as asset to community and state.

Between the efforts of the Committee, Mack and local businesses, much has been accomplished in this area, including:

- Collaborating with hoteliers to create the “Stay and Play” hotel /golf packages, as well as efforts to attract corporate clients to host conferences that include golf.
- Special events and tournaments – beginning with the sold out 1st Annual Leprechaun Open.
- Increased public communications – newsletter to golfers, appearances from Mack on radio and talk shows, Chamber Mixers, etc.
- New Sunday event starting in May- Nine and Wine. Play nine holes then come into the restaurant/lounge for wine tasting. This event is co-sponsored by the Lady Twilighters Association.
- Weekend golf specials that packed the courses in March and April.
- Greatly improved relationships with our five golf associations. Both Mack and the Committee have engaged the associations, asked for input and feedback. All of our associations report an increase in membership in the past three months.
- Creation of Friends of Antelope Hills – volunteer group who will work with course management to organize people who want to volunteer, screen project ideas and help with fund raising efforts.
- May 1st was a big day for Antelope Hills. It was the start of the two-day Spring Classic Golf Tournament, which brought xxx golfers; the unveiling of the remodeled pro-shop including the new soft goods inventory, the start of our new rates – reward point system – EZ Link’s reservation system, and Demo Day with representatives from seven major golf suppliers.
- One-third page ad in the July edition of Phoenix Magazine.
- Targeted appointments and group rate promotions to PGA Golf Pros in Phoenix & Scottsdale; appointments conducted by Mack and supported by Prescott area hotels with PGA Pro/special rates
- Targeted promotion of Antelope Hills Golf Course to Scottsdale/Phoenix golf courses & hotels as alternate venue during over-seeding of Phoenix courses in late September/early October.
- Potential cross-promotion between Antelope Hills and Phoenix municipal golf courses for off-season/peak season specials to database members for EZ Link.
- Potential AZ Society of Association Execs & Meeting Professionals International familiarization tour of Antelope Hills Golf Course and Manzanita Grill in Fall 2010.

Tourism

The City of Prescott hired a Tourism Director in July 2010. Don Prince comes to the City with over 25 years of experience in marketing, tourism and tour operation. Don was the Deputy Director of Tourism for the Arizona Office of Tourism for eight years. His experience includes tour companies, cruise lines, direct marketing and promotion, hotel chains, of course, State tourism efforts.

Don currently has several “irons in the fire” in terms of direct marketing, and most of promotions have a golf component. The promotions are packages including accommodations, golf and spa, or accommodations and a cultural adventure (museums, art galleries, Elk’s Opera House performance, etc.). Don is also working with the City’s Airport in planning a “Fly In” golf tournament. Final plans have not been confirmed, but the goal is for these golfers to stay overnight.

Tourism and the golf course go hand in hand. The number and value of out of town players cannot be discounted. In Fiscal Year 2010 (calendar year ending June 30, 2010) the course had just over 3000 non-resident rounds. Of the 35 tournaments, consisting of 50 or more players, the course hosts each year, 16 are comprised of mainly out of town players. Tournaments like the Father Son, Ping Family, SRP Golf Association., Auto Service Association., Outhouse Open, Shoot the Temperature, SW PGA Jr. Championship, Girls High School Invitational, AZ Amateur, APS Golf Association., Papago Men’s Club, Trek Outing, Kokopelli Golf Club, and MAGA of Phoenix. These tournaments bring in approximately 2800 rounds of golf annually. While the committee does not have any numbers on associated room nights, we know these golfers stay overnight as most tournaments are two-day, and assume they are staying in Prescott.



Home | Golfer's Guide | Golfers Guide Living | Golfer's Guide Travel | Advertise Here | Search

Arizona Regional Info

- About Arizona
- Clubhouse Connections
- Signature Golf Courses
- AZ Golf Course Directory
- Arizona Golf News
- Arizona Golf Scene
- Arizona Golf Blog
- Arizona Golf Schools
- Arizona Golf Shopping

Arizona Hotels / Resorts

The 19th Hole

Golfers Guide Interactive

- Weekend Wine Watch
- Tee-Time Auctions
- Book Tee Time
- Join the Players Club
- Win One Dozen Titleist Golf Balls
- The Goose

Golfers Guide Regions

- Alberta / British Columbia
- Arizona
- Atlanta
- Chicagoland
- Central Texas
- Del Valley
- GTA and Central Ontario
- Houston - Gulf Coast
- Hilton Head
- Indiana
- Jacksonville
- Las Vegas
- Lehigh Valley / Poconos
- Michigan
- Myrtle Beach
- Naples
- Niagara and Southwest
- North Carolina
- Ohio
- Orlando
- Sarasota
- SE Florida / Treasure Coast
- Tampa Bay

Hassayampa Inn

122 East Gurley Street
Prescott, AZ
www.hassayampainn.com

Phone: 800-322-1927

visit website

map



Prescott's "Grand Dame" Since 1927

YOUR COOL STAY TO NEW HEIGHTS

COME STAY & PLAY AT PRESCOTT'S MOST HISTORIC & CELEBRATED HOTEL

Our Golf Package For Two Includes
Your Choice Of Golf Courses:

ANTELOPE HILLS \$299
PRESOTT LAKES \$319

- + One Overnight Stay
- + Full Breakfast on the Terrace Dining Room
- + 18 Holes of Golf (on the 18th hole)

www.hassayampainn.com

Call For Rates, Special Packages & Reservations 800.322.1927

[Back]

Synthetic Putting Greens
4.65 inst. Plays like real grass. Free estimates. Call 480-991-0196.

Prescott Hotel
Affordable Rates, Space & Design. Book SpringHill Suites by Marriott.

Ads by Google

The Goose... (3 Pars in a Row)

Submit your best "Goose" story (your story of recording 3 pars in a row) for a chance to win a professionally framed and matted originally autographed Retief Goosen golf flag.

arizona.golfersguide.com/goose GREY GOOSE
World's Best Tasting Vodka

The PRESCOTT Area

90 public holes,
just 90 miles
north of Phoenix.

www.visit-prescott.com
1.800.266.7534

Award-Winning Challenging Spectacular

Las Sendas Golf Club
Mesa, Arizona • 480.396.4000

Join the Player's Club

Sign Up It's FREE

newsletter...

Receive exciting golf information delivered to your inbox including Golf Course Feature Articles, Local Golf News and Events.

Latest Arizona Golf News

- Enrich Your Travel Experience with the Marriott Brand
- Scottsdale's OB Sports teams up with the Prostate Cancer Foundation in Fight against Prostate Cancer
- TaylorMade Golf Goes Deep For Dad!
- World-Renowned Golf Instructor Open THEgolfacademy at Whirlwind Golf Club
- Greater Phoenix's Best Golf Offer is Back! Play Longbow and Get One Dozen Titleist Pro V1 Balls

Golf Poll

Which course would you most like to play on an Arizona Golf Vacation?

Golf Free in Prescott...because Prescott Rocks!



Stay two nights at any participating hotel and get two free rounds of golf and golf cart for \$240.00 midweek, \$280 weekends. Stay two nights at any participating hotel and get two free rounds of golf and golf cart for \$240.00 midweek (Sunday – Thursday) and \$280.00 weekends (Friday & Saturday). Guests are required to schedule their own tee time directly with Antelope Hills Golf Course.

Enjoy panoramic views of the Granite Dells and Mogollon Rim at Antelope Hills Golf Courses, boasting two challenging, par-72, 18-hole championship courses designed by Gary Panks (South Course) and Lawrence Hughes (North Course). Call Antelope Hills to reserve your tee time at 800-972-6818. Visit them online at www.antelopehillsgolf.com.

Participating hotels are as follows:

- Apple Creek Cottages 1001 White Spar Rd. Prescott, AZ 86303 888-455-8003
<http://www.applecreekcottages.com>
- Best Western Prescottonian 1317 E. Gurley St. Prescott, AZ 86301 928-445-3096
<http://www.bestwesternarizona.com/hotels/best-western-prescottonian>
- Comfort Suites – Prescott Valley 2601 North Crownpointe Dr. Prescott Valley, AZ 86314 928-771-2100 <http://www.comfortsuites.com/hotel/az299>
- Hampton Inn & Suites 2901 N. Glassford Hill Rd. Prescott Valley, AZ 86314 928-772-1800
<http://www.gohamptoninn.com>
- Hampton Inn – Prescott 3453 Ranch Dr. Prescott, AZ 86303 928-443-5505
<http://www.hamptoninn.com/en/hp/hotels/index.jhtml?ctyhocn=PRCHHHX>
- Holiday Inn Express 3454 Ranch Dr. Prescott, AZ 86303 928-445-8900
<http://www.hiexpress.com/prescottaz>
- Prescott Pines Inn 901 White Spar Rd. Prescott, AZ 86303 928-445-7270
<http://www.prescottpinesinn.com>
- Prescott Resort & Conference Center 1500 State Rte. 69 Prescott, AZ 86301 928-776-1666
<http://www.prescottresort.com>
- Residence Inn by Marriott 3599 Lee Circle Prescott, AZ 86301 928-772-2232
<http://www.marriott.com/hotels/travel/prcri-residence-inn-prescott>
- SpringHill Suites by Marriott 200 E. Sheldon St. Prescott, AZ 86301 928-776-0998
<http://www.marriott.com/hotels/travel/prshs-springhill-suites-prescott>

2010 GOLF SEASON IS HERE!

GOLF GETAWAYS IN PRESCOTT... BECAUSE PRESCOTT LOOKS!

APRIL 1, 2010 - OCTOBER 31, 2010

Includes a minimum of 2 nights stay at any of the participating hotels, breakfast and the cart is included. Package rate at \$240.00 midweek and \$280.00 weekends. Package is for two rounds of golf total. Guests are required to schedule their own tee time directly with the golf course.

Call Antelope Hills • 928-777-1888



Apple Creek Cottages • 1-888-455-8009 • www.applecreekcottages.com



Best Western Prescottonian • 1-928-445-3096 • www.prescottbestwestern.com



Comfort Suites - Prescott Valley • 1-928-771-2100 • www.comfortsuites.com/hotel/az299



Hampton Inn and Suites - Prescott Valley • 1-928-772-1800 • www.prescottvalleysuites.hamptoninn.com



Hampton Inn - Prescott • 1-928-445-5500 • www.prescottaz.hamptoninn.com



Holiday Inn Express • 1-928-445-8800 • www.hiexpress.com/prescottaz



Prescott Pines Inn • 1-928-445-7270 • www.prescottpinesinn.com



Prescott Resort & Conference Center • 1-828-776-1888 • www.prescottresort.com



Residence Inn by Marriott • 1-828-775-2232 • www.marriott.com/prci



Spring Hill Suites by Marriott • 1-928-776-8888 • www.marriott.com/prosh

* No refunds for early check out; vouchers valid until October 31, 2010.
Blackout periods apply during golf tournaments and high demand holiday weekends.

Glendale's Oldest
Unsolved Murder

Meet Arizona's
'Lightning Lady'

Gov. Jan Brewer
Sounds Off

PHOENIX

Hiking
Gear for
Your Dog
p. 47

Summer Hiking Guide

21 of the state's
coolest spots
to hit the trail

Exclusive!

Our award-winning
reporter's new book
uncovers the lives
of illegal immigrants
in Phoenix p. 112

July 2010

phoenixmag.com \$4.99



photo by Franz Rothberger

WHY-PRESCOTT-ROCKS

You don't have to go far, Prescott has something for everyone



around every corner, from the city at Gurley and Sheldon the unique display in the sculpture at Yavapai College.

th Friday Art Walk also shows galleries, hundreds of artists and works of art. Visit artthe4th for more information. In addition, antique stores can be found from the Plaza on North et.



forming arts are alive and too, with Prescott Fine Arts, Blue Rose Theater, Yavapai Performance Hall and Elks Opera offering the best in dramatic and live concerts, living history and family entertainment. its grand opening on February the Elks Opera House has been several times over its 105-year including an amazing renovation under way to restore the magnificent town theater to its original and reopening is scheduled for more information, visit house.com.



photo by Kim M. Koppin

house renovation

**GREAT FOOD • CRAFT BREWED BEER
FINE WINE • ESPRESSO & COFFEE
LIVE MUSIC • LOCAL ART**

Join Us For Some Fresh Air Dining, Have One of Chef Tony's Tasty Creations and Enjoy One of Arizona's Largest Selections of Wine and Craft Brewed Beers
CHECK FOR COMING EVENTS • WWW.RAVENCAFE.COM

ENJOY COOL, HIGH COUNTRY GOLF



- * 36 HOLES *VOTED ONE OF AZ'S TOP MUNICIPAL COURSES
- * SCENIC SETTING * MANZANITA GRILLE CLUBHOUSE WITH SPORTS BAR * INDOOR & OUTDOOR DINING

**TO BOOK TEE TIMES & GROUP RESERVATIONS
PLEASE CALL (800) 972-6818**

BOOK TEE TIMES ON-LINE AT:
WWW.CITYOFPRESCOTT.NET/SERVICES/GOLF

Capital Improvement -

Issue – Due to funding constraints several areas of the golf course were being ignored, this dramatically impacted the appearance and playability of the course, which in turn affects rounds and revenue.

The committee visited the course on three separate occasions to view the condition of the course, they also met with maintenance staff. Needs were identified as:

- Asphalt or concrete cart paths in certain areas of the course
- Bunker repair and replacement
- Tree replacement program for the North course
- Renovation or replacement of restrooms on the North course
- Replacement of course maintenance equipment.
- Renovation of the old clubhouse
- Fencing around the course

The Committee has limited means to address these issues, but has been working with golf course and other city staff on recommendations. In addition, the City has plans to address several of these issues as outlined below.

Cart paths -

Most of the cart paths at Antelope Hills are dirt. There are concrete areas, but not many. Golfers generally prefer asphalt or concrete paths over dirt, which after a monsoon can become mud. An estimate was provided to the course for both concrete and asphalt cart paths. To provide concrete in areas with significant drainage issues (approximately 13,000 linear feet) is estimated at \$400,000. To provide asphalt to all the paths (approximately 22,000 linear feet) the estimate is \$450,000.

The committee does not recommend either of these options. Rather they support Mack McCarley's plan to work with the newly formed group, "Friends of Antelope Hills", on combining the efforts of volunteers and local asphalt and concrete suppliers to build some paths. This method will surely take longer to complete, but could be done at a fraction of cost.

Mack also suggests that in many areas we get away from paths and have golfers "scatter" and drive on grass. Course Superintendent Jerry Walsh, is going to try this approach on a couple holes on the North course this coming spring.

Bunker Repair –

The bunkers on both courses are in need of attention, with the bunkers on the North course needing replacement. Total renovation/relocation of only the North course greenside bunkers is estimated at \$150,000. The committee is well aware of the

financial constraints facing the course, and in light of those constraints, recommends taking a slower approach.

Superintendent Walsh recommends the green side course bunkers be renovated this fiscal year. This would entail removing the rocks currently in the bunkers and capping them with new sand. The type of sand placed in bunkers is very important, and unfortunately is not found locally. Ideal bunker sand is very clean washed sand containing 3% or less total silt plus clay. Greater amounts of silt and clay in bunker sands make them susceptible to crusting and set-up which increases the amount of maintenance required to keep the bunkers in playable condition. In addition, high amounts of silt and clay tend to make the sand slow to drain and may lead to ponding of water in the bunkers. This sand is expensive and due to its costs, limits how many bunkers can be rebuilt. In FY2011, \$15,000 has been allocated to repair bunkers and replace the existing sand.

Tree Replacement for North Course –

Trees influence the game of golf in many ways. They frame the golf course and define the field of play; offer golfers privacy and seclusion from adjoining tees, fairways, and greens and also protect golfers, homes, buildings, and cars from errant golf shots. Trees cause golfers to choose their strategies for playing a hole. Because of their importance to the game, they must be maintained and a plan for replacement put in place.

The North course is over 50 years old, as are most of the trees on the course. Due to the age of the trees they are more susceptible to disease and storm/snow damage. The course has lost several trees over the years, leaving stumps, which are unattractive and can be a hazard to golfers. So many of the trees are strategically placed as to make for a more challenging hole, and replacement trees must be planted soon to keep the hole challenging when the existing tree dies.

Golf Course maintenance has allocated \$5,000 in FY2011 for tree replacement. This may need to be a yearly line item if all trees are to be replaced. An additional \$5,000 had been budgeted for stump grinding and/or removal. In addition, \$7,500 will be spent on tree trimming before the winter of 2011. The Antelope Hills Men's Golf Association has talked with Jerry and Mack about making an annual donation of at least one hearty sized tree for the course. Other Associations may consider this as well.

Renovation of restrooms on the North course and main clubhouse –

Again the age of the North course is showing. The restrooms are in need of renovation. The plumbing fixtures are relatively new, but the buildings themselves are old and unsightly. Although restrooms certainly are not the most important aspect of a golf course, the Committee heard from every association that the restrooms needed to be upgraded.

The restrooms in the main clubhouse are also in need of a remodel. Hundreds of people frequent these restrooms each day. Most are golfers still wearing their golf shoes, which over time cause damage to the flooring. As with the North Course restrooms, the fixtures are in good shape, but the floor, counters and paint all need replacing. The remodel is especially important in the main clubhouse as this building serves as the main "hub" for golfers as well as groups who book the clubhouse for social functions.

Funds were set aside in FY2011 for the remodel/renovation of the restrooms on both the North Course and the main clubhouse. The amount, \$15,000, will be sufficient to cover both areas. The committee and staff met with the Field Operations Superintendent, Chad McDowell, to discuss having internal city crews perform much of the work needed on the Course restrooms. The restrooms are currently under construction. The worn wood siding will be covered and stucco applied, new paint on the floors, new toilets and vanities will be added.

Bids have been received for the remodel of the main clubhouse restrooms, and work will begin in September. The restrooms will receive new countertops, tile, toilets, sinks, faucets and paint. In addition, one of the stalls in the women's restroom will be converted into a dressing room since the pro-shop does not have space for one.

Replacement of course maintenance equipment

The Committee recognizes that the maintenance of our golf course has an important impact on investment protection. In order to increase revenues in today's highly competitive situation, the course must be groomed and always keep up in best condition. Presentation must be perfected, and in order to accomplish this, we must have the proper equipment.

Greens Superintendent, Jerry Walsh, has been very conservative in his requests for new equipment. In FY2011, the only piece of equipment requested was a new greens roller. The one the crew currently uses is old and in constant need of repair. A green roller is necessary to keep the greens firm and fast, which to a golfer is critical. The request, which was granted, was for \$14,179, however, Jerry was able to find a demo from Tru-Flow, for only \$10,000. The item will be purchased this summer.

In terms of the remainder of our maintenance equipment, our newest is now three years old. The superintendent is requesting a new TORO equipment package in FY 2014. The package would consist of two of the following: green mowers, bunker rakes, fairway mowers and rough mower units. The anticipated cost for this package is \$325,000. The committee unanimously supports the funding of this package.

As the equipment needed for maintaining a golf course have become increasingly sophisticated, so have the mechanics who are relied on to keep all of the golf course equipment running. A top-notch mechanic is no longer a luxury; rather, highly skilled

equipment technicians are essential to their operations. Superintendent Walsh is keenly aware of the need for expert mechanics, and with the beginning of FY11, greens keeper position was reclassified into a service technician, who will be the mechanics right hand. Keeping the equipment in top condition will help it last until a new package can be budgeted and purchased.

Renovation of old clubhouse –

This project was being handled by City Staff. The golf committee agreed with the plans for the renovation and believes it will be a community asset when completed. The only concern the committee expressed was with funding, and ensuring the golf course wouldn't assume the debt as the clubhouse will be used by all city departments and available for the public to rent. This project is currently in the construction drawing phase and should begin actual construction in early fall.

Fencing around the course –

The course is bordered by an airport, two highways, a large church, residential neighborhoods, and an industrial park. A single type of fencing is not appropriate for the entire course. It is the opinion and recommendation of the committee, that a true fence, may not be needed.

In the south area of the course, facing The Heights Church, a split rail fence, mingled with rolling mounds of landscaped dirt and boulders would be appropriate. Currently this area has a worn out wire fence. The Church would like the course to upgrade this fence, but have not offered to help with any costs.

The eastern edge of the course(s), faces a heavy industrial park. This area would be best served by a "living fence" of trees and shrubs. A large chain link or wood fence might provide better screening, but would give the course and golfers a boxed in feeling – like a fortress.

The area of the North course that borders the airport and fire station area have a split rail fence. This is an appropriate style fence and should be continued. It is critical that the fence be maintained and posts/rails be replaced if they become damaged or deteriorated.

The western edge of the course is seen by more people than any other side, it also contains the entrance to the course. This exposure is a golden opportunity as well as a humongous challenge. The Arizona Department of Transportation has included the widening of Highway 89 in their five year capital plan. The widening may be the best time to work on the entrance to the Course and to add greenery to the western edge.

The Committee worked with local landscape architect, Barnabus Kane, to come up with several ideas for the entrance to the Course. (Renderings attached). Having a true entrance into the course serves several purposes. Of course, it indicates the location,

but it also serves as advertising to motorists along Highway 89. Highway 89 carries not just commuters to and from Prescott, but also tourists who may be coming to our area from the Grand Canyon, Las Vegas, or other northern destinations.

Although Antelope Hills is municipal course, our regular golfers are very proud of the course and our five associations treat the course as if it were a "membership" club. A distinguished entry way feature would give the course a polished look and a feeling of "coming home" for our home town golfers.

Landscaping and Entry

Recommendations for landscaping at the main entry and key areas will improve the approach and arrival experience. Landscaping at the entry is non-existent. In addition to a new monument sign, plantings and rock work would add a sense of arrival and assist in continuing landscape themes existing elsewhere, especially the main entry to the clubhouse.

Landscape must be improved between the tee box on hole no. 1 and an adjacent parking lot. This should be screened with evergreen trees, a feature that would also improve first impressions upon entry.

The landscape strip on the south side of the main entry drive needs some re-grading and additional low shrub plantings to enhance the existing stand of trees. Screening with fencing and vines and/or shrubs is required to mitigate the view of the kitchen cooler and loading dock from the public entrance and parking lot.

One last area of landscape improvements is the large planter next to the south parking lot, west of the clubhouse. The existing redwood trees are beautiful and should remain but additional rock and shrub plantings are necessary to improve and finish the area.



PRICE QUOTE

DATE: April 5, 2010

TO: Mr. Jerry Walsh
Antelope Hills Golf Course
5930 Wilkinson Drive
Prescott, AZ 86301

TEL: +1 (928) 777-1120

FAX: +1 (928) 771-5889

PROJECT: Cart Path Construction

SCOPE OF WORK

We hereby propose to furnish all necessary labor, materials and equipment to complete the following work:

- Grade existing dirt & gravel for new concrete cart paths
- Construct 13,000 linear feet of 8' wide concrete cart paths
- Backfill edges of path with on-site dirt

SPECIFICATIONS

Cart Path Thickness: 4"
 Concrete Mix: 3,000 PSI
 Reinforcement: Fiber at 1 lb per cubic yard
 Color: None Added
 Placement Method: Hand-formed mostly directly from truck – very little buggy use
 Score Joints: Tooled every 10 LF
 Expansion Joints: Premolded felt every 100'
 Finish: Heavy broom
 Wage Basis: Private, Non-union
 Mobilizations: One
 Permits & Bonds: Excluded
 Testing: Excluded

COST BREAKDOWN

Subgrade Preparation	13000 LF x	8' Wide @	\$ 0.24 per SF	24,960.00
4" Cart Path	13000 LF x	8' Wide @	\$ 2.09 per SF	217,360.00
Backfilling	13000 LF x	8' Wide @	\$ 0.20 per SF	20,800.00
SUBTOTAL				\$ 263,120.00
Sales & Excise Tax			8.35%	21,970.52
TOTAL COST				\$ 285,090.52

D.H.R. Construction, Inc.

TERMS

To be arranged. A late fee of 1 ½% per month will be added to all past due balances.

OTHER CHARGES

Removal & replacement	\$ 4.25 per square foot - Excludes disposal -
Safety Curb	\$ 5.50 per LF
Rolled Curb	\$ 4.25 per LF
Drain box placement	\$100.00 each - Labor only –
Buggy Use	\$100.00 per Hour

INSURANCE

Insurance we carry includes Automobile, Workers Compensation, and Liability. Insurance certificates will be furnished upon request.

Prices subject to change upon site inspection and final specifications.

All jobs are scheduled on a "first-come first-served" basis.

This bid, if not accepted in writing, may be withdrawn within 30 days.

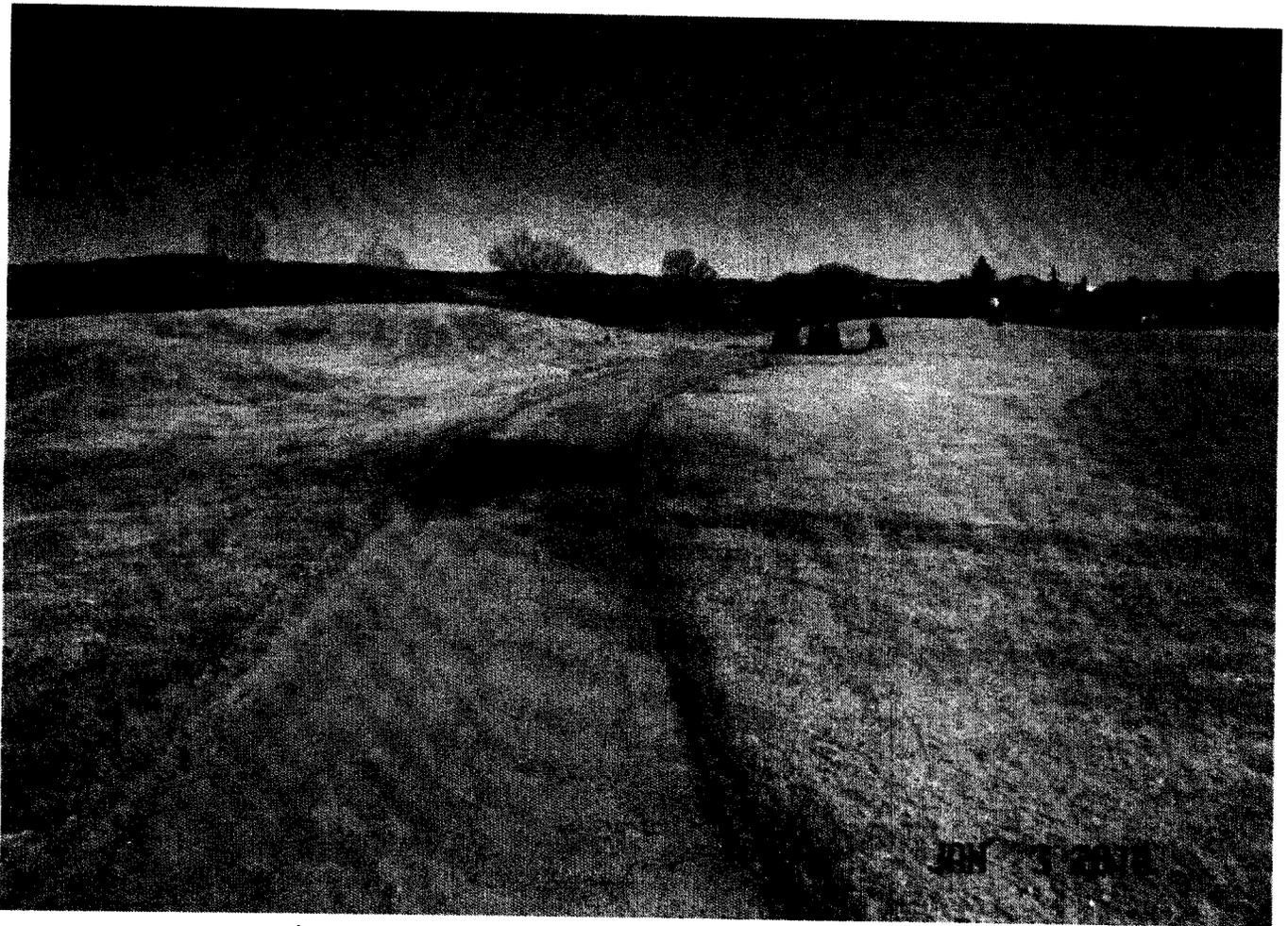
Respectfully submitted by:

D.H.R. CONSTRUCTION, INC.

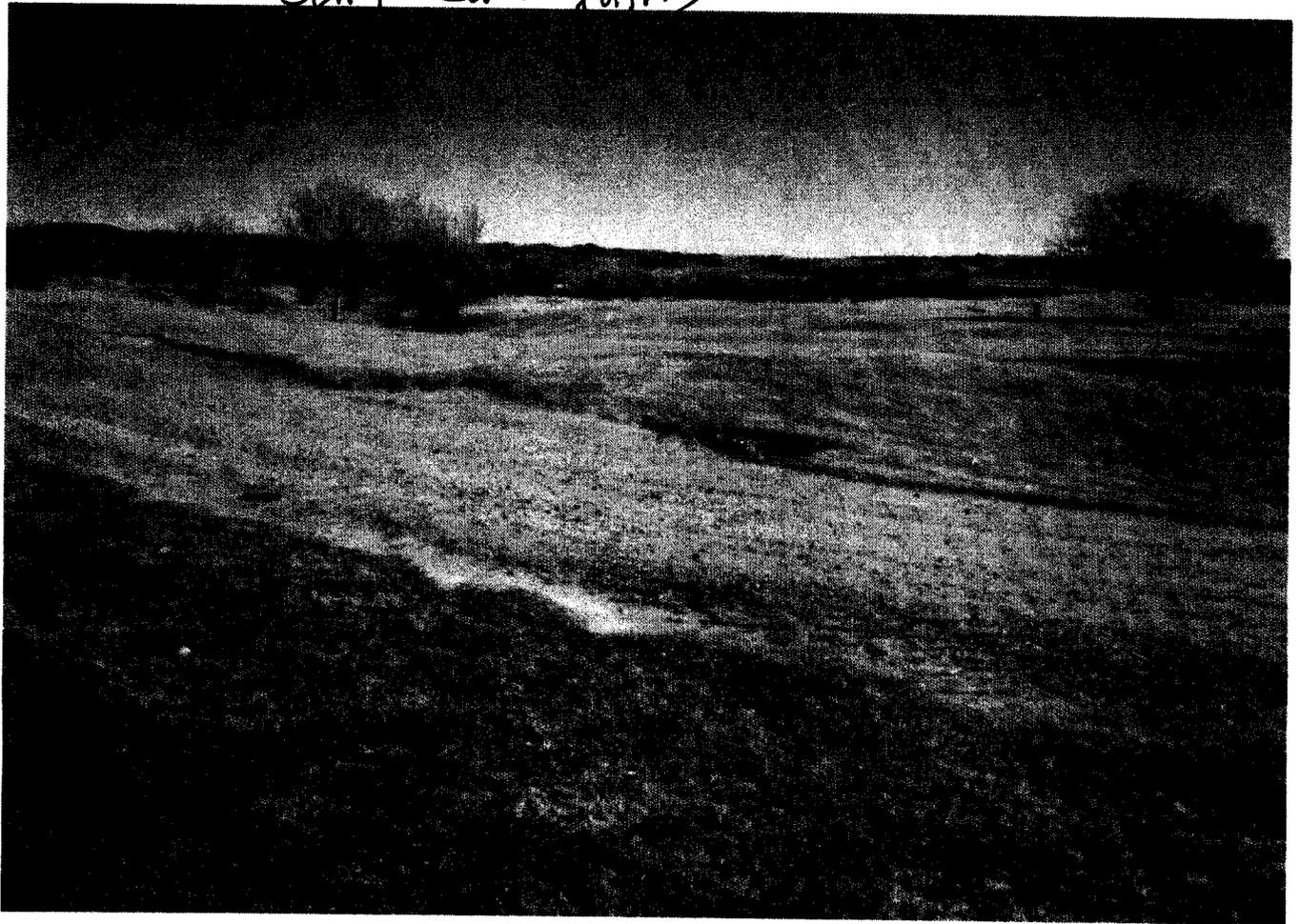
Joy Ramos

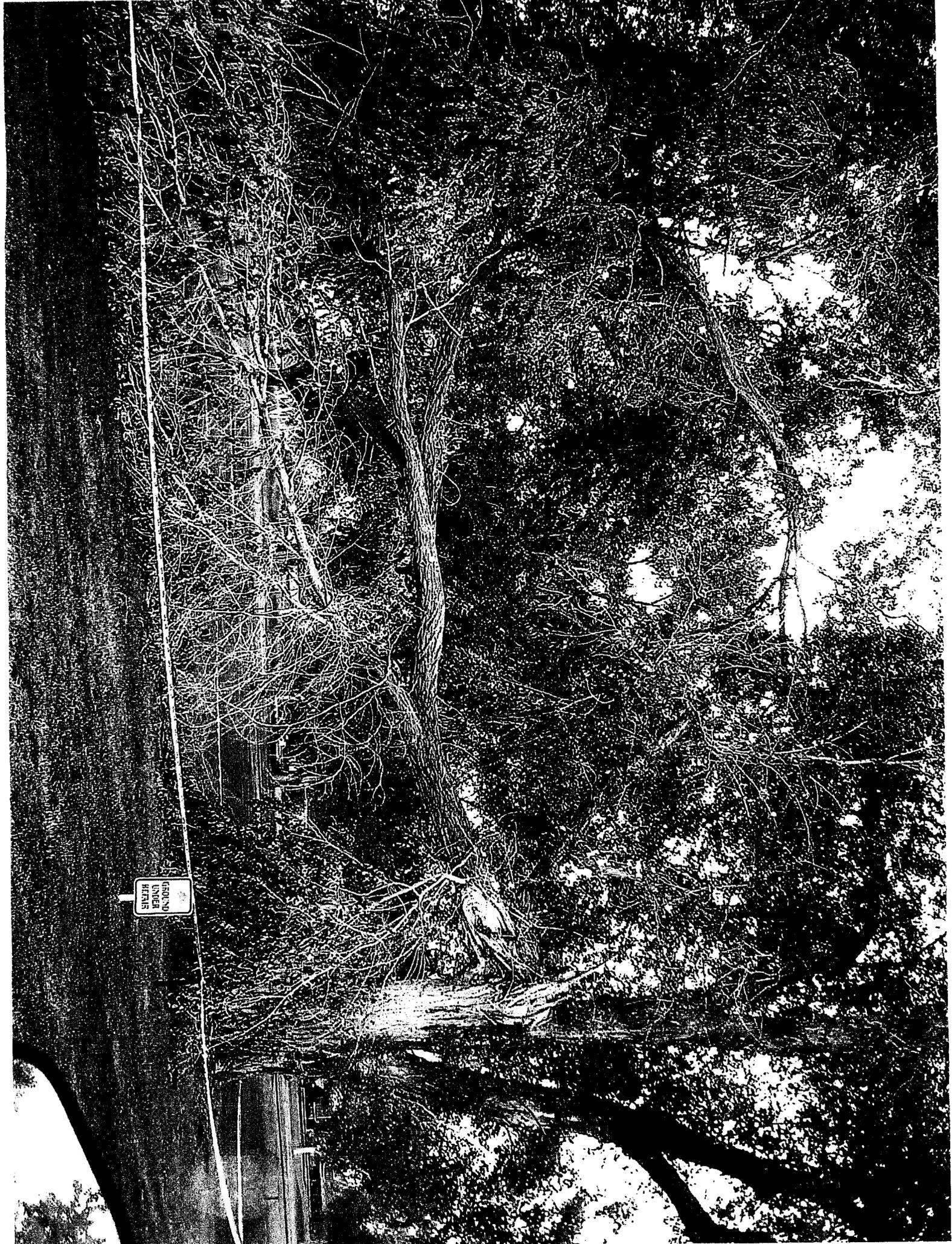
Joy E. Ramos
Vice President

ACCEPTANCE:	
_____ Signature	_____ Date
_____ Name	_____ Title

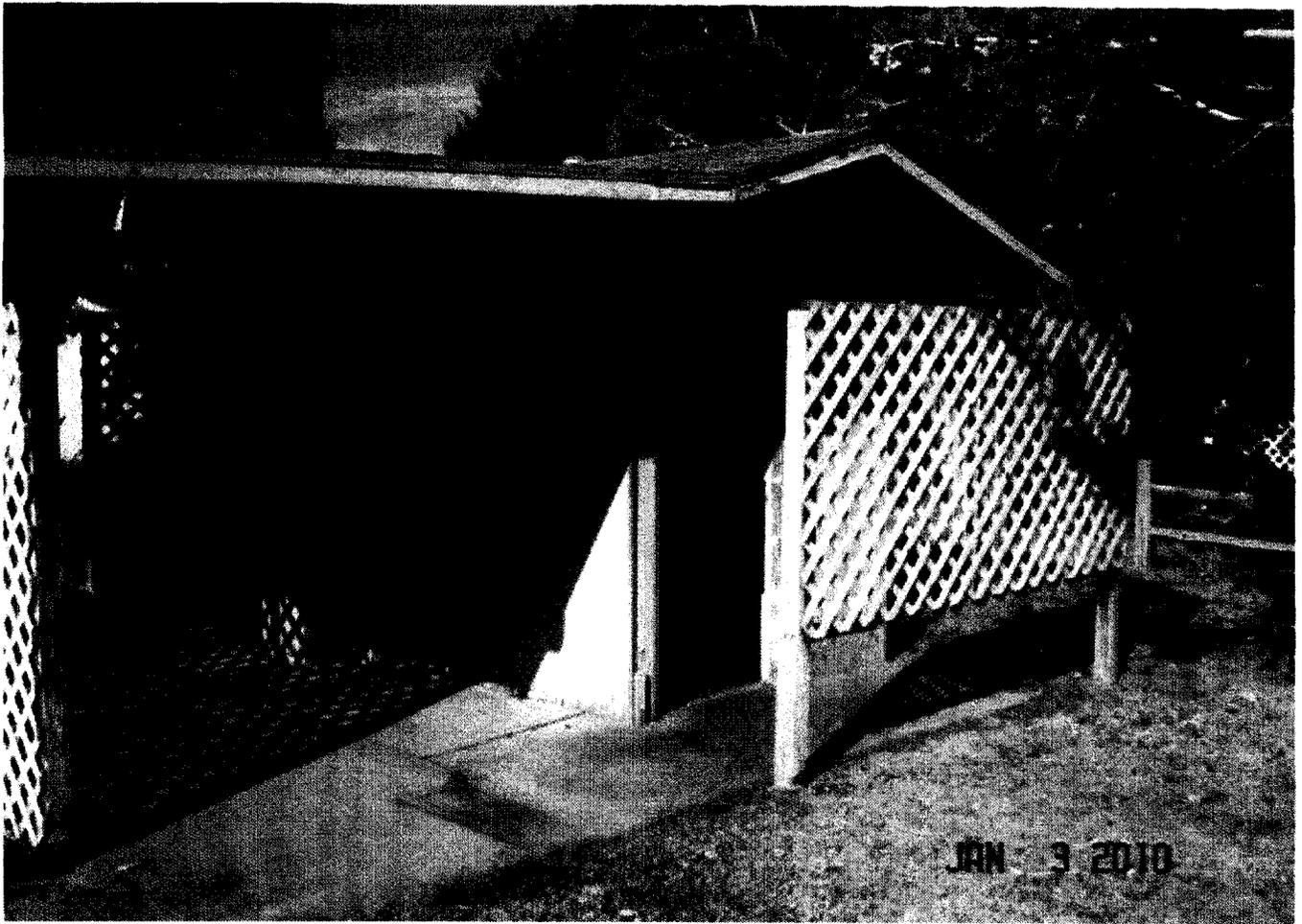


dirt cart paths



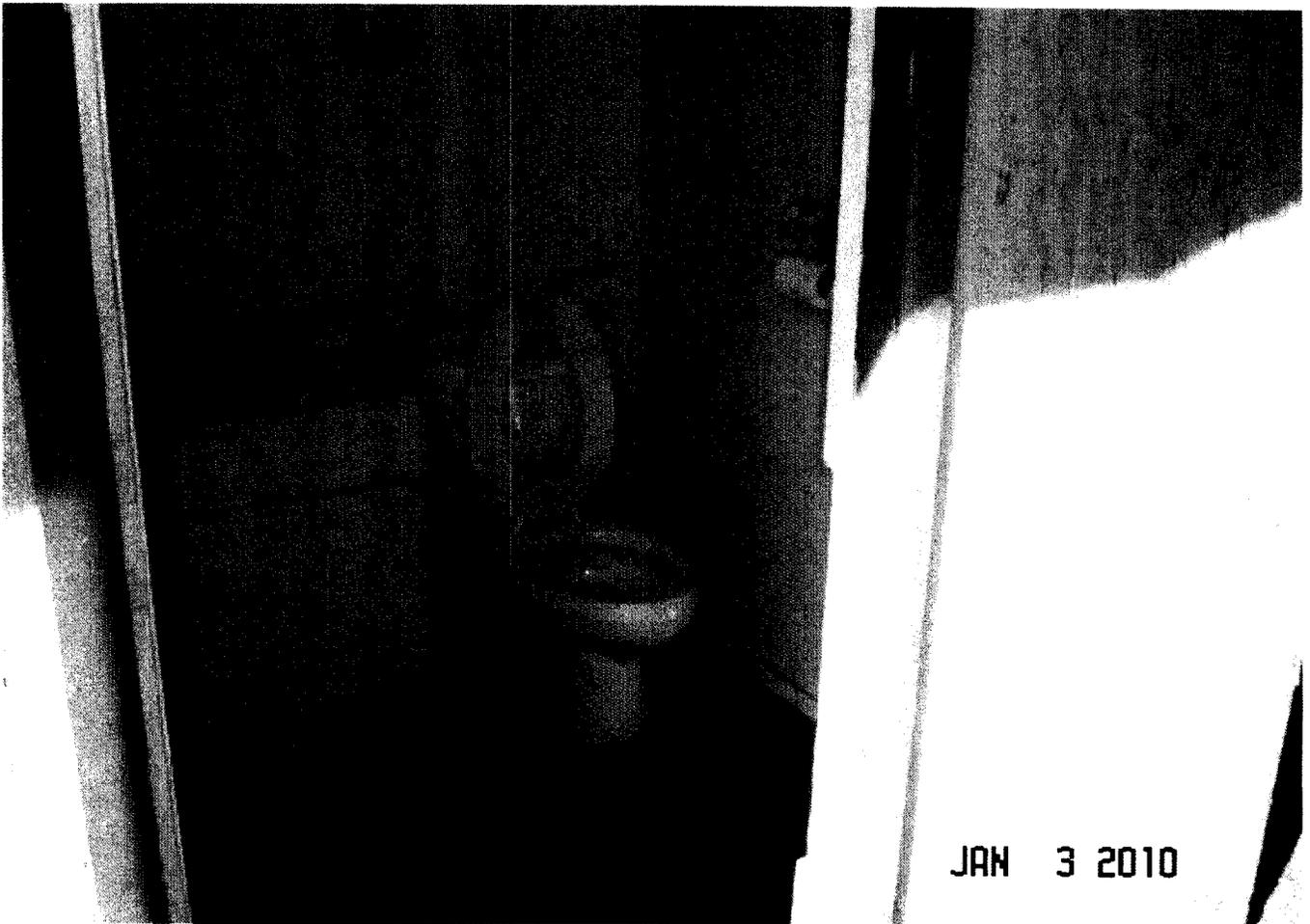
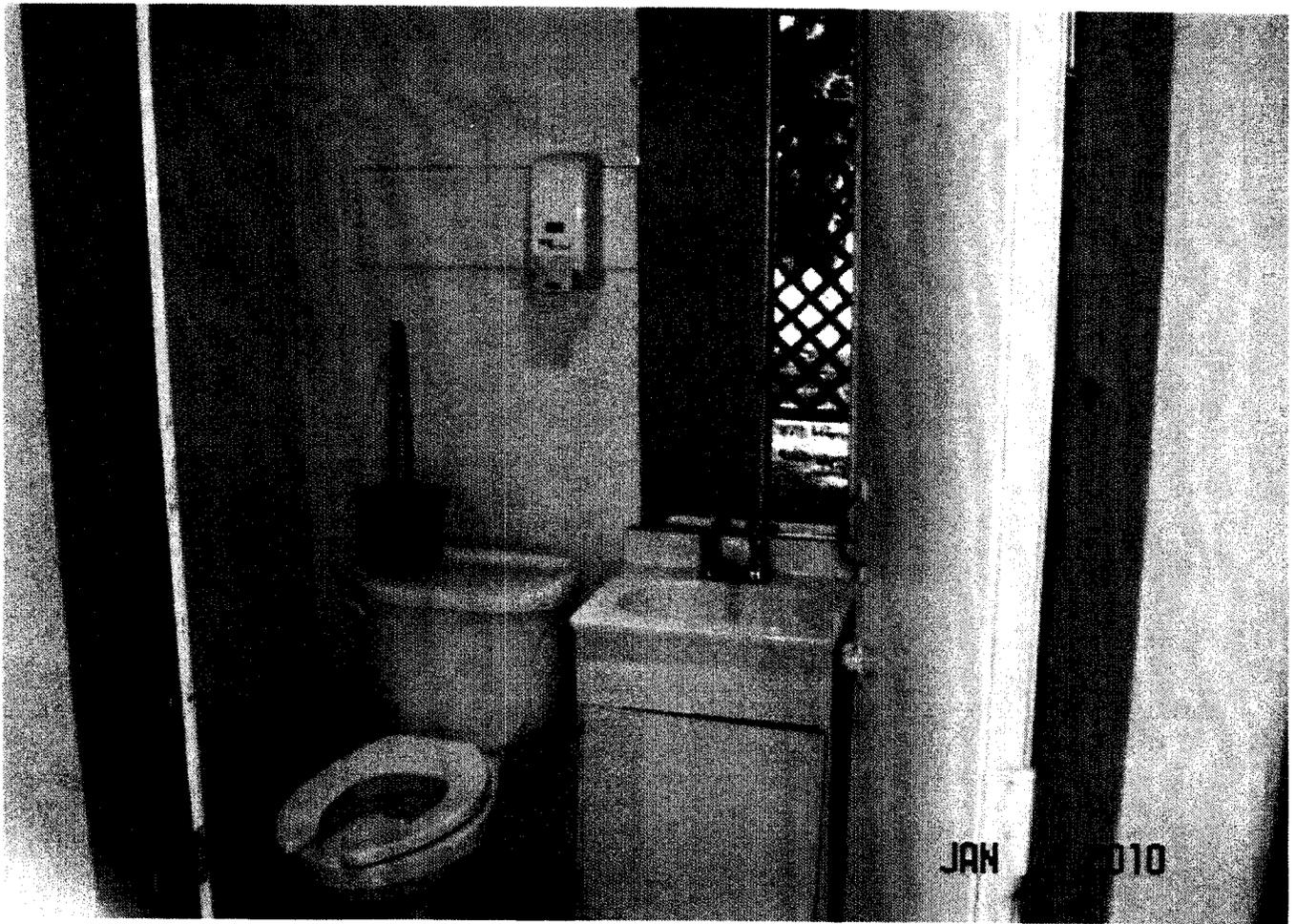


GROUND
UNDER
HEAVS



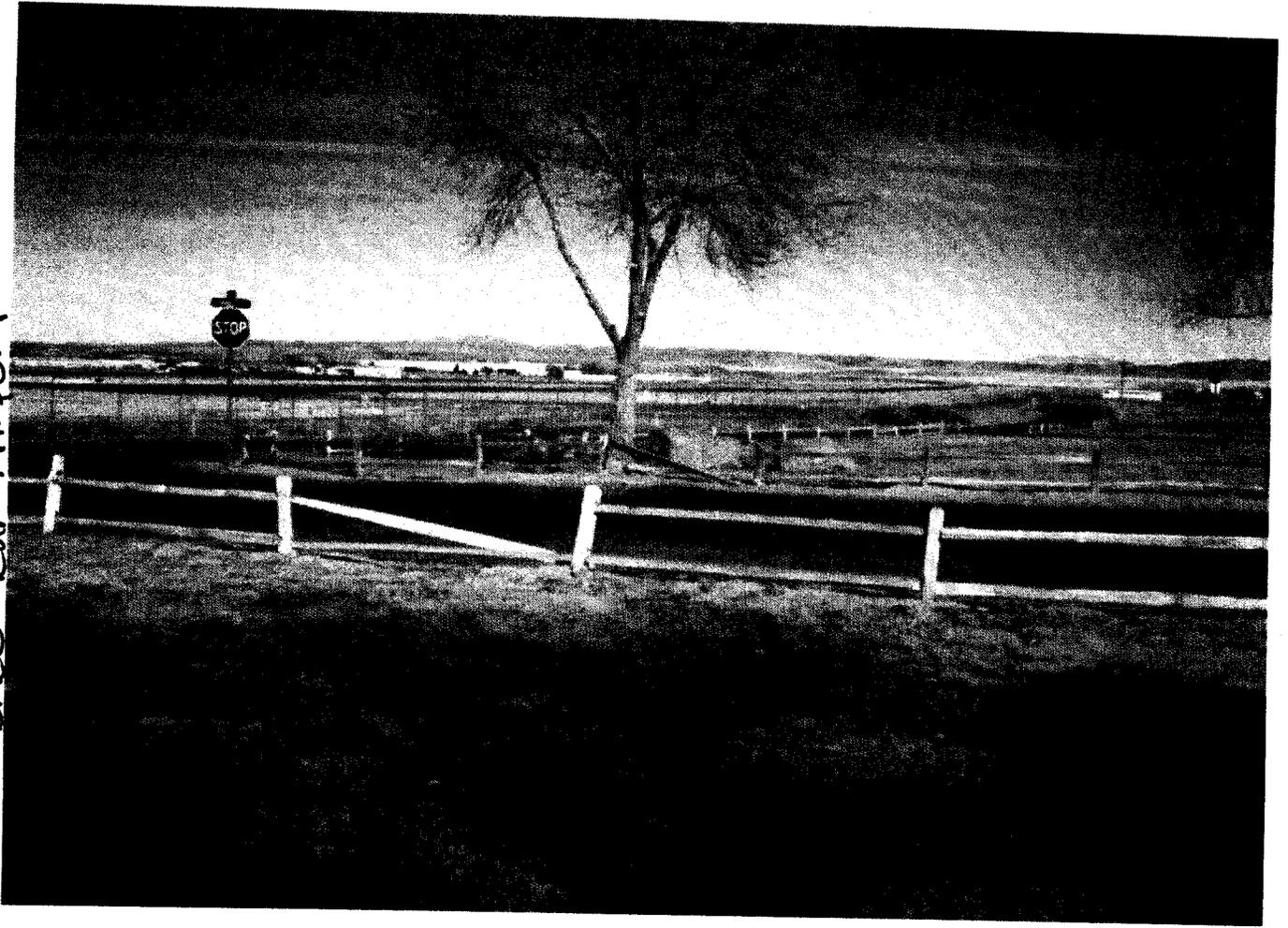
North Course Restrooms







Fence near Airport



Restroom - North Course



Turf Equipment Source

PROPOSAL

TO:

Jerry Walsh / Fred

FROM:

John Jensen 602-739-6697

COMPANY:

Antelope Hills

DATE:

3-26-10

EMAIL:

928-771-5860

FAX:

602-442-6608

PHONE NUMBER:

928-777-1120

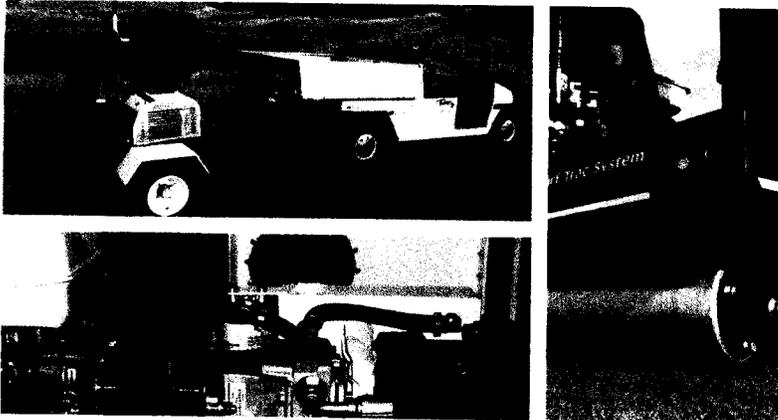
RE:

Woodbay GreensIron 3900

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Thanks for your interesting the Woodbay GreenIron 3900. This unit has just been serviced to ensure long term use.

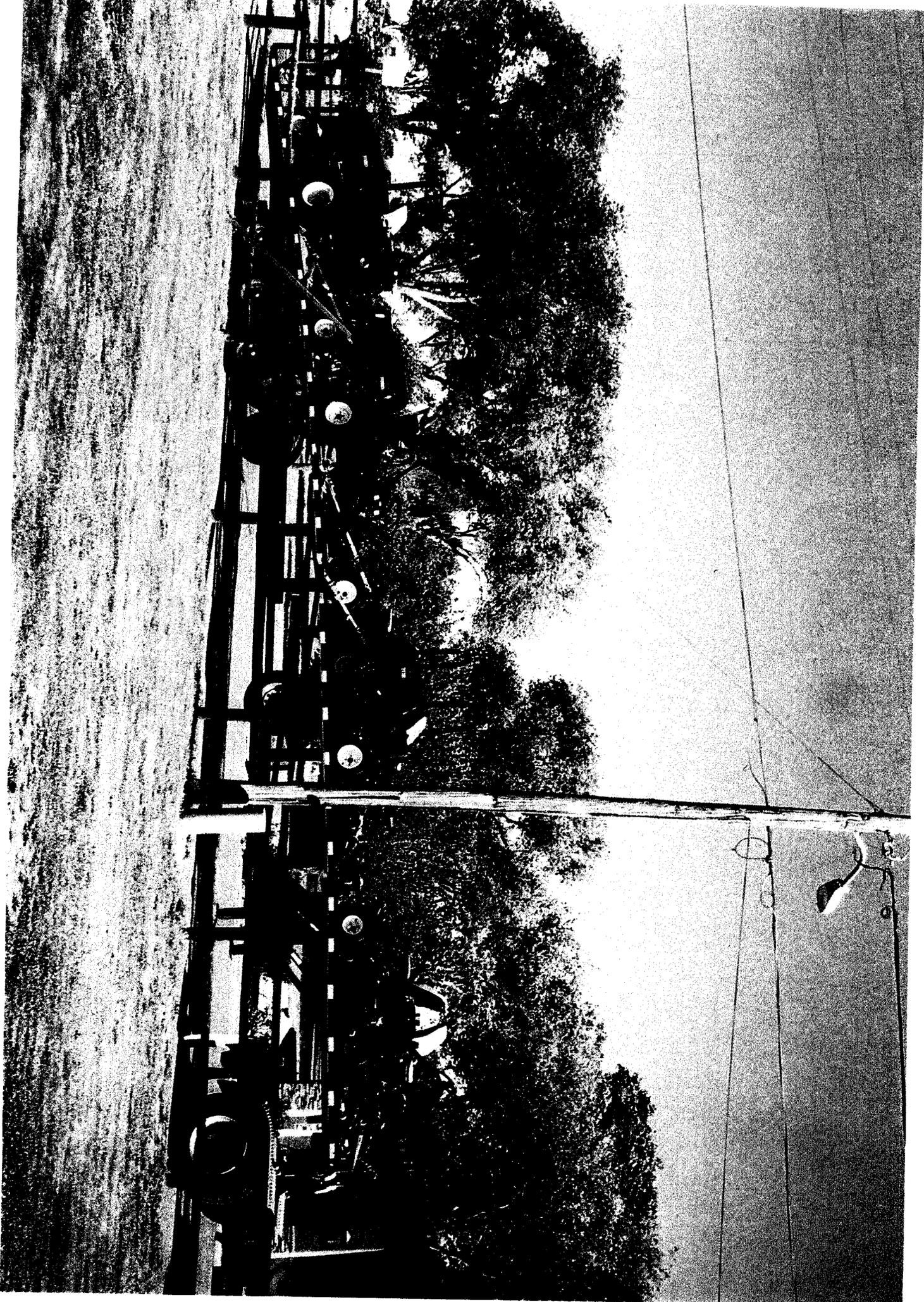


Model : Woodbay GreensIron 3900

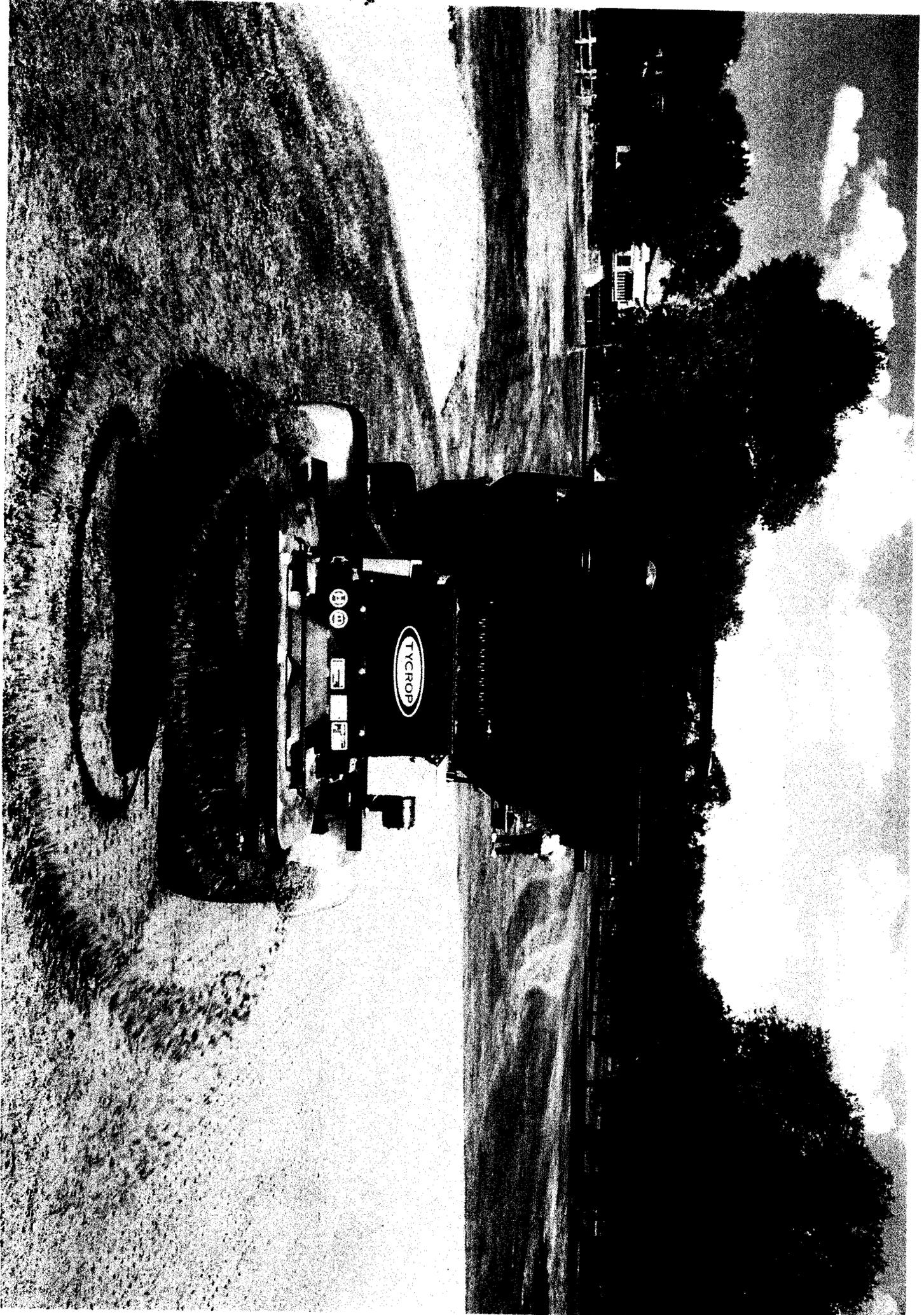
Condition : Demo Model – New – comes with trailer – electric start

List Price - \$10,500

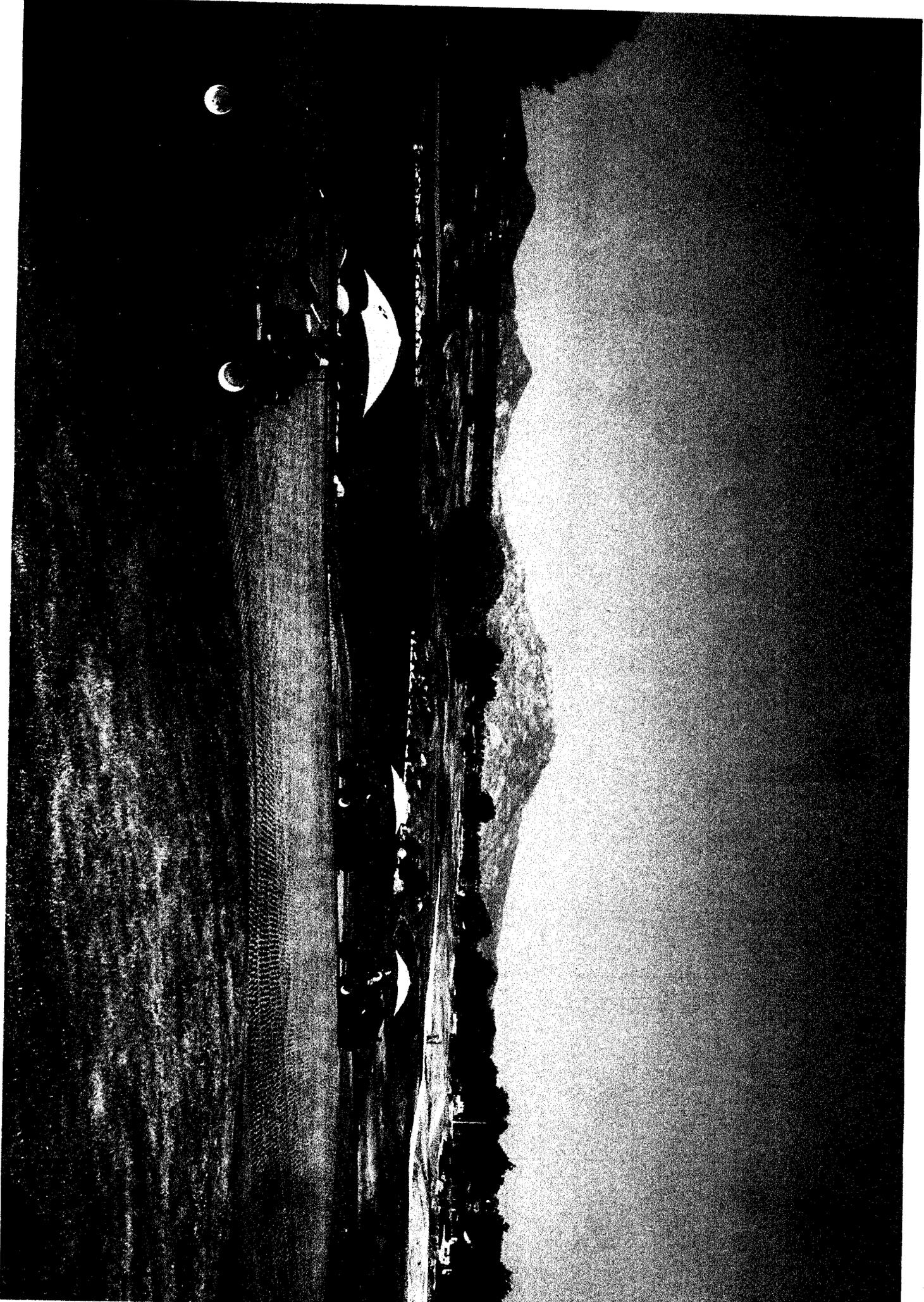
Sale Price : \$8,900 + 738.70 tax + FREE DELIVERY = \$9638.70



Top Dressing

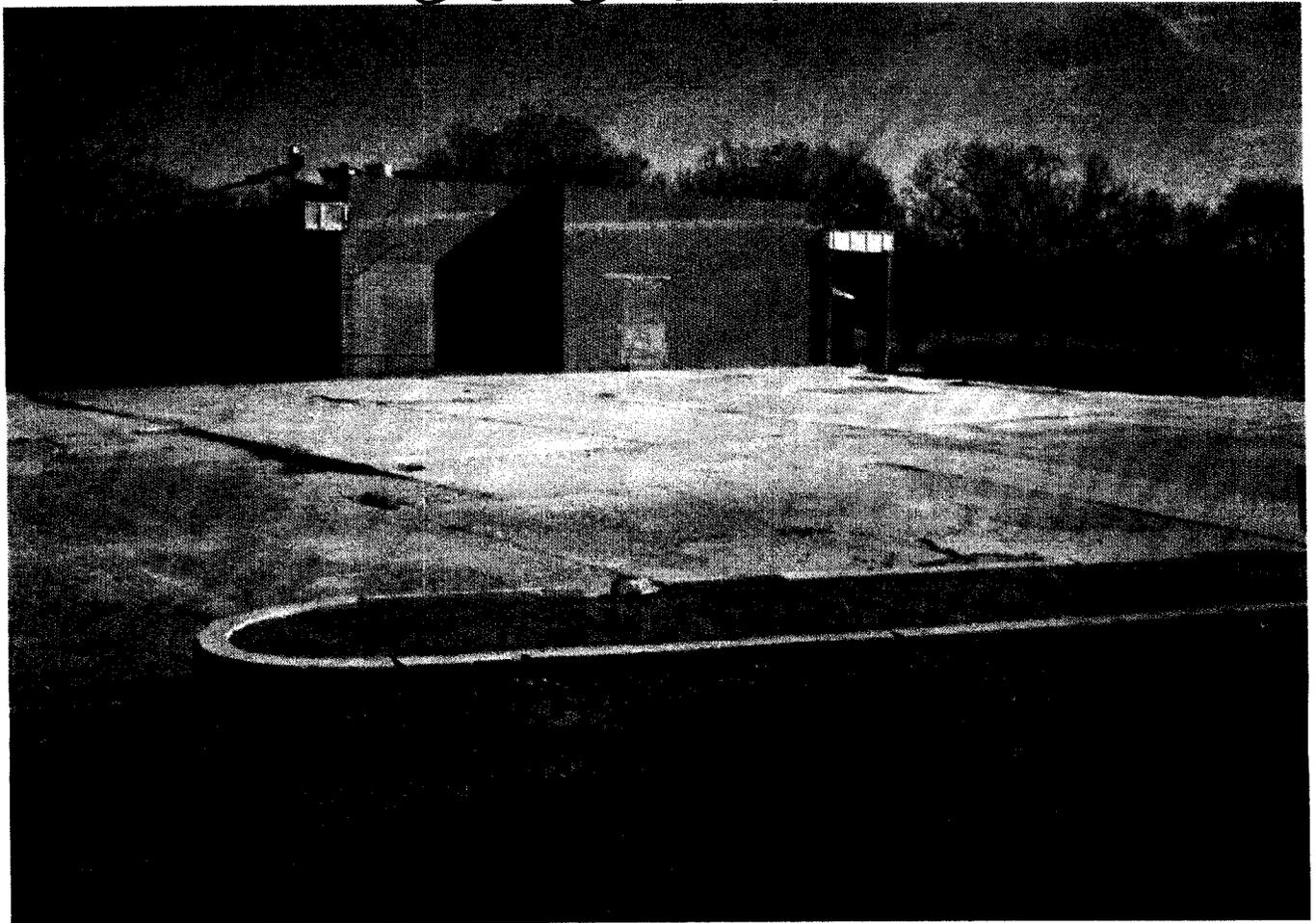


Deep Drivings



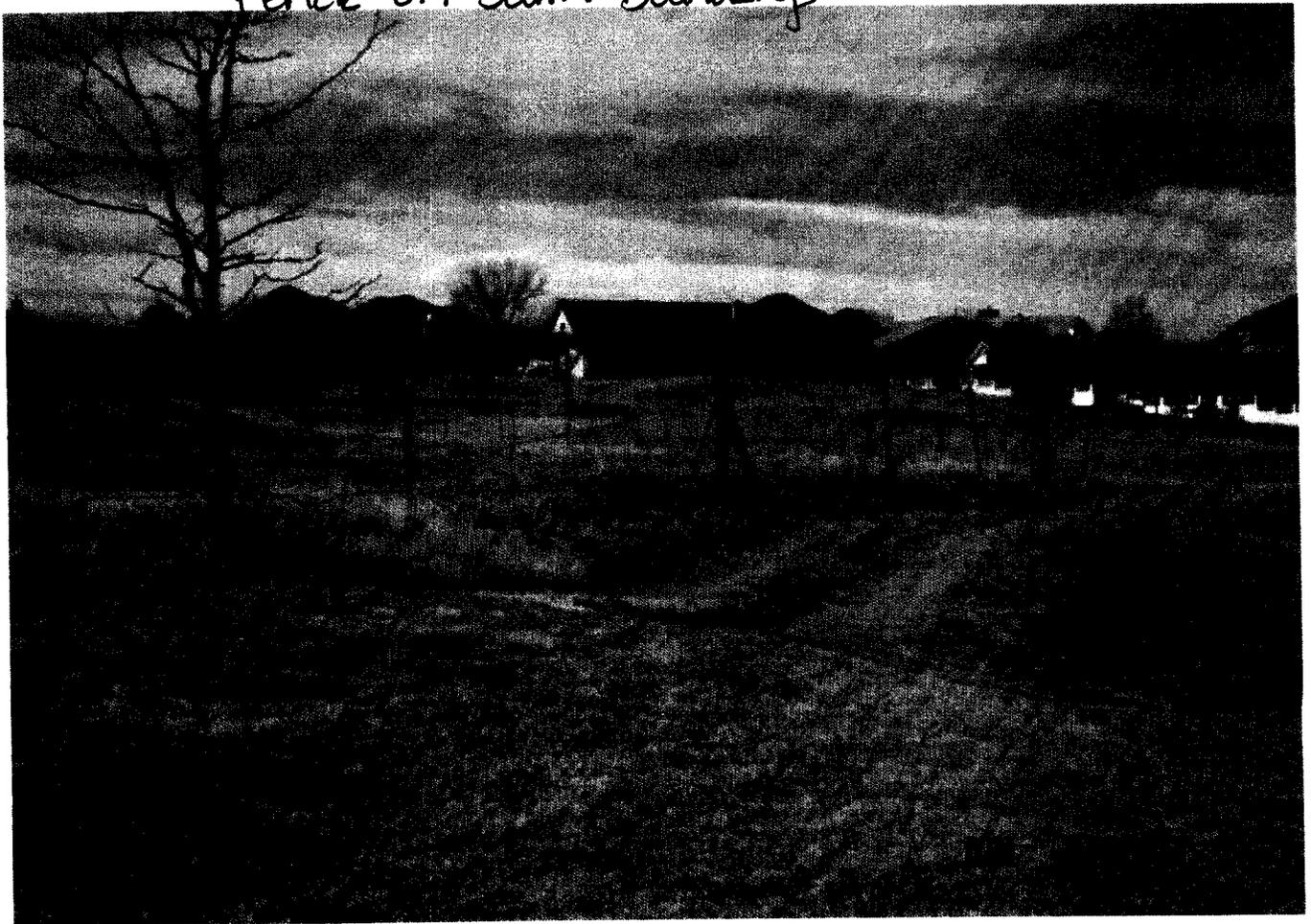


Old Clubhouse





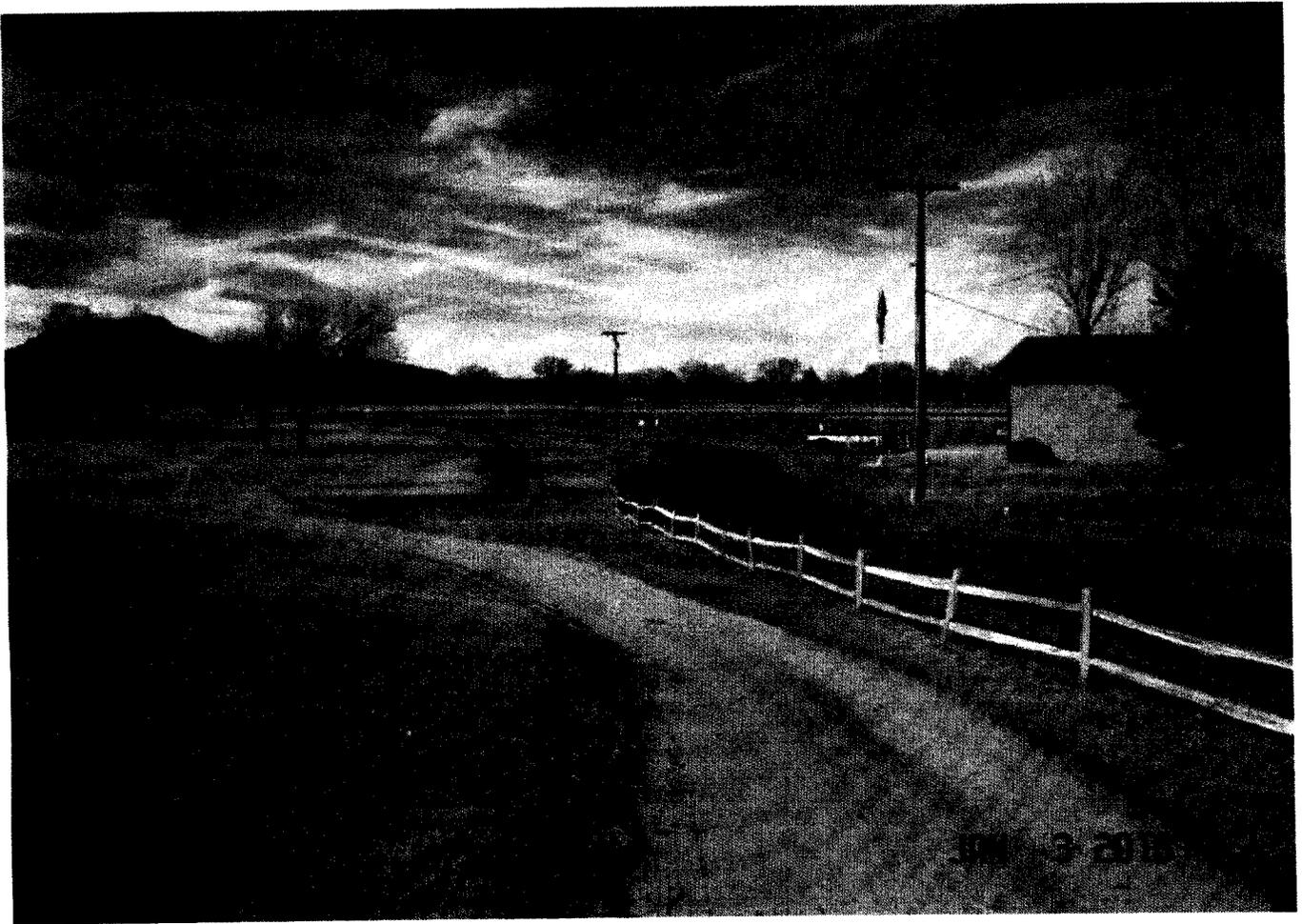
Fence on South Boundary





dirt paths





dirt paths





Monument sign Concept
1/4" = 1'-0"

Summary

The Committee has made many recommendations over the past nine months. Many of these recommendations have already been implemented and have proven successful. Due to financial constraints, the more expensive items recommended may not be implemented for a year or longer. These items are mainly equipment and course condition improvements.

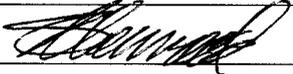
Antelope Hills is more than just a municipal golf course. It is a tourist destination, a recreational opportunity for the community and the state, a beautiful setting, great restaurant and clubhouse, but more importantly it is a financial investment for the City. The Prescott City Council should be commended on its foresight in assembling this committee and looking at the golf course's future.

The "Money" segment of Arizona Central reported this month that since mid-2008, at least 15 standalone and residential golf properties in the state have entered into foreclosure or bankruptcy. Market analysts in the industry said across the U.S. about 100 courses have shut down during the past two years, compared with less than 40 closures during the previous decade. In a time where golf courses are facing huge financial struggles, Antelope Hills is holding its own, and for that we can all be proud.

The Committee members have agreed to stay together as a Golf Advisory Committee, meeting quarterly, unless additional meetings are needed. We encourage the Council and golf course management to utilize the committee as a sounding board, and a recommending body. All of our members, golfers and non-golfers, have a vested and sincere interest in seeing our course succeed. We will continue to monitor the courses progress and can update the report at any time.

Again, thank you for the opportunity to serve the City and our community.

COUNCIL AGENDA MEMO – 09/28/2010
DEPARTMENT: POLICE
AGENDA ITEM: Adoption of Resolution No. 4045-1115 and Ordinance No. 4760-1111 providing for permitting of identified alarm systems and encouraging improved reliability of these systems through assessments for recurring false alarms requiring police response.

Approved By:	Date:
Department Head: Michael Kabbel	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	09/28/10

Summary:

The attached ordinance will require all users of identified alarm systems to obtain an alarm user's permit from the City of Prescott. Moreover, this ordinance will identify specific responsibilities of both alarm users and alarm businesses during the installation, maintenance, and use of the alarm systems.

Background:

During a prior workshop, Council supported the establishment of an alarm ordinance as a means to identifying residential and business alarm system users within the City, and to reduce the high level of false alarms occurring annually. Such action is necessary to prevent substantial Police Department resources from being diverted to false alarms, thus reducing available public safety personnel needed to maximize protection of the peace, safety and welfare of the public.

In addition, this new ordinance will reimburse the City of Prescott for Police Department involvement by establishing an assessment for every false alarm requiring response by the Police Department. Such assessments are expected to increase the dependability of installed alarm systems by encouraging owners to become more proactive in the use, training, and maintenance of their alarm systems.

On August 31, 2010, the proposed alarm ordinance was brought before Council for consideration. At that time, Council members made several recommendations toward clarifying and improving the ordinance and a subcommittee of the Council consisting of Councilwomen Suttles and Linn (in place of Councilman Blair) and Councilman Lamerson further discussed various options. Listed below are the recommendations, along with proposed changes to address each issue:

- Part-time Alarm Coordinator vs. Volunteer Personnel.

Coordinator's position is expected to be self-funding through the proposed fine schedules. Additionally, this will be a part-time temporary position for the first year and evaluated after year-end. The permit application fees will also offset initial operation costs.

AGENDA ITEM: Adoption of Resolution No. 4045-1115 and Ordinance No. 4760-1111 providing for permitting of identified alarm systems and encouraging improved reliability of these systems through assessments for recurring false alarms requiring police response.

- Mandating of alarm permits to all alarm users.

Proprietary Alarms will be excluded from the permitting process. Proprietary Alarms are those alarm system in which response is provided solely by the user or his own security force, and which does not emit an outside audible alarm.

All alarm systems in which owners desire to have a police response to a silent or audible alarm will require a permit.

- Mandating annual alarm permit fees.

Alarm Systems that require police response will require a \$15 initial permitting fee.

Annual permit renewals will have no fees assessed with the exception of a permit that has expired beyond 30 days of the expiration date, and the alarm user failed to voluntarily renew and update their permit.

- Mandating fine schedule and funding of program.

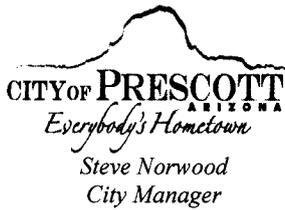
The ordinance will continue on a trial basis for a 2-year period. After this period, the fine schedule and program funding, along with the reimbursement of funding for police services regarding false alarms, will be evaluated.

This item is being presented as a resolution and ordinance because of the length of the Code changes. The resolution will adopt the changed wording as a Public Document and then the Ordinance repeals the prior City Code wording and adopts the Public Document by reference. Once the ordinance becomes effective all of the wording will be inserted into the City Code. This process is permitted by Arizona Revised Statutes for lengthy documents because statutes require that an ordinance be published.

Financial Impact:

The Police Department will hire a part-time Alarm Coordinator that will administer the provisions of this ordinance.

Recommended Action: (1) MOVE to adopt Resolution No. 4045-1115; and (2) MOVE to adopt Ordinance No. 4760-1111.



Prescott Police Department MEMORANDUM



Michael Kabbel
Chief of Police

To: City Council
From: Mike Kabbel, Chief of Police
Date: September 14, 2010
Subject: Alarm Ordinance Revision 5-6-1

After discerning through concerns brought forward during the September 8th, 2010 meeting, we narrowed down the focus to four specific issues as outlined below. Included are solutions to these issues that I believe will make this ordinance successful. This evaluation will be brought before council in a presentation at the end of our first trial year.

- 1) **Issue:**
Part-time Alarm Coordinator vs. Volunteer Personnel.

Solution:
Coordinator's position is expected to be self funding through fine schedules. This will be a part-time temporary position for the first year and evaluated after the year end. The permit application fees will address initial operation costs.
- 2) **Issue:**
Mandating of alarm permits to all alarm users.

Solution:
We will have Proprietary Alarms excluded from the permitting process. Proprietary Alarms are those alarm system for which response is provided solely by the user or his own security force, and which does not emit an outside audible alarm.

All alarm systems which individuals desire to have a police response to a silent or audible alarms will require a permit.
- 3) **Issue:**
Mandating annual alarm permit fees.

Solution:
Mandating a \$15 initial permitting fee for those Alarm Systems that require police response.

Annual permit renewals have no fees assessed with the exception of a permit that has expired beyond 30 days of the expiration date and the alarm user failed to voluntarily renew and update their permit.
- 4) **Issue:**
Mandating Fine schedule and funding of program.

Solution:
This ordinance will be on a trial basis for a 2-year period and this fine schedule and program funding along with the reimbursement of funding for police services for false alarms will be evaluated at this time.

RESOLUTION NO. 4045-1115

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “CHAPTER 5-6, ALARM SYSTEMS, OF THE PRESCOTT CITY CODE”

RECITALS:

WHEREAS, that certain document entitled the “*Chapter 5-6, Alarm Systems, of the Prescott City Code,*” three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the city clerk.

ENACTMENTS:

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

Section 1. THAT certain document entitled “*Chapter 5-6, Alarm Systems, of the Prescott City Code*” is hereby declared to be a public record.

Section 2. THAT the City Clerk is hereby directed to maintain three (3) copies of the above referenced public documents on file at all times for inspection by the public.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28th day of September, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT 'A'**CHAPTER 5-6: ALARM SYSTEMS****SECTIONS:**

- 5-6-1: PURPOSE:**
- 5-6-2: DEFINITIONS:**
- 5-6-3: EXEMPTIONS:**
- 5-6-4: LIABILITY:**
- 5-6-5: ALARM BUSINESS EQUIPMENT STANDARDS:**
- 5-6-6: ALARM BUSINESS RESPONSIBILITIES:**
- 5-6-7: ALARM USER PERMITS REQUIRED:**
- 5-6-8: ALARM USER RESPONSIBILITIES:**
- 5-6-9: RESPONSIBLE PARTIES:**
- 5-6-10: FALSE ALARMS:**
- 5-6-11: AUDIBLE ALARMS:**
- 5-6-12: PROHIBITED DEVICES:**
- 5-6-13: PAYMENT OF FEES AND ASSESSMENT:**
- 5-6-14: APPEAL PROCEDURE:**
- 5-6-15: CONFIDENTIALITY:**
- 5-6-16: INTENTIONAL MISUSE:**
- 5-6-17: ASSESSMENTS AND PENALTIES:**
- 5-6-18: SEVERABILITY:**

5-6-1: PURPOSE:

This Chapter is intended to regulate the activities and responsibilities of those persons who purchase, own, lease or rent alarm systems or devices and those persons who own or conduct the business of selling, installing, leasing, renting, maintaining, servicing or monitoring alarm systems, devices or services. It is further intended to encourage the improvement in reliability of these systems, devices and services and to insure that public safety personnel will not be unduly endangered, diverted from responding to actual emergency activity or other required duties as a result of responding to false alarms. This ordinance specifically encompasses all alarm systems monitoring a structure, including but not limited to burglar alarms and robbery and panic alarms, both audible and inaudible.

5-6-2: DEFINITIONS:

For the purposes of this Chapter, the following terms, phrases, words, and their derivations shall have the meanings given herein.

“Acts of nature.” An unusual, extraordinary, sudden and unexpected manifestation of the forces of nature, which cannot be prevented by reasonable human care, skill or foresight.

“Alarm” or “alarm system.” Any mechanical, electrical or other device or assembly of equipment designed or arranged to signal the occurrence of an illegal entry, criminal activity or other activity requiring urgent attention and to which Police Department personnel are needed or expected to respond.

“Alarm agent.” Any person who is employed by an alarm business either directly or indirectly, whose duties include any of the following: selling, leasing, installing, maintaining, servicing, altering, replacing, moving, repairing or monitoring any alarm or alarm system. Any person whose duties consist solely of resetting an alarm following activation shall not be deemed to be an alarm agent.

“Alarm business.” Any person, partnership, firm, corporation, or other entity conducting or engaging in any of the following businesses: selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing and/or monitoring, an alarm located in or on any building, structure, place or premises.

“Alarm coordinator” or “coordinator.” Police Department employee designated by the Chief of Police to represent the City of Prescott in administration of this chapter.

“Alarm monitor.” Any person or business that provides among his or its services the watching or monitoring of alarms, relaying of alarm information to City of Prescott Police Department and/or contacting the alarm user, his designated agents or other responsible person.

“Alarm user.” Any person, firm, partnership or corporation which leases, rents, utilizes or purchases any monitored alarm system, device or service from an alarm business, or otherwise arranges for the installation or service of an alarm system, or who is responsible for the premises where an alarm system is located and is required to be a permit holder, except as provided for herein.

“Audible alarm.” A device which, when activated, generates an audible sound on or in the premises.

“Automatic dialer.” A device which is interconnected to a telephone line, cellular telephone service or radio link and is programmed to select a predetermined telephone number and transmit an emergency message indicating a need for emergency response either by voice methods or coded signals or by maintaining an open line with emergency services.

“Burglar Alarm.” Any alarm system, which is activated automatically upon entry into buildings or onto premises, and is designed to alert Police Department personnel of unauthorized entry.

“City.” The City of Prescott, Arizona, or it’s authorized employees or agents.

“Common cause.” A common technical difficulty or malfunction which causes an alarm system to generate a series of false alarms. Such series of false alarms shall be counted as one false alarm only if the false alarms have occurred within a forty-eight (48) hour period, and the responsible alarm business has documented to the Chief of Police the action taken to rectify the cause, and a thirty (30) day period expires with the alarm system generating no additional false alarms from the documented cause.

“False alarm.” Any activation of an alarm eliciting a response by Police Department personnel when a situation requiring a response does not in fact exist. It does not include activation for testing purposes when the appropriate public safety personnel have been given advance notice of such testing. It also does not include activation caused by Police Department personnel. A false alarm may be caused by any one or more of the following:

- ▶ Mechanical failure or malfunction.
- ▶ Improper installation or maintenance.
- ▶ Accidental or negligent acts of an alarm user or of a person under his control or direction.
- ▶ Intentional activation of an alarm when no criminal or other emergency condition exists. (Routine testing and installation conducted by the operator or technician that may include audible sounding of an alerting device shall not be construed to be a false alarm under this Chapter so long as advance notice is given to the Police Department and it does not sound for longer than five minutes during such test.)
- ▶ Any other cause not related to an actual or attempted criminal act; provided, however, that any alarm caused by a severe act of Nature, or by malicious acts of persons not under the direction or control of the alarm user shall not be considered a false alarm.

“Monitored alarm.” An alarm system that transmits signals to an alarm business or monitoring agency for the purpose of alerting Police Department personnel.

“Non-monitored alarm system.” Those alarms that are not monitored by a monitoring agency and depend on local audible devices to summon help.

“Primary alarm user.” The person responsible for the operation of the alarm system and training of any other alarm users on the premises on an alarmed site.

“Proprietary alarm system.” An alarm system for which response is provided solely by the user or his own security force, and which does not emit an outside audible alarm.

“Robbery or panic alarm.” Any alarm system which is designed for the detection of a robbery or the commission of an unlawful act within the premises protected by an alarm

system, and which may be intentionally activated by a person, generates an inaudible signal to the monitoring station and may or may not generate an audible sound at the premises, and is designed to alert or cause to be alerted Police Department personnel to an emergency situation occurring to or against an individual or premises.

5-6-3: EXEMPTIONS:

The provisions of this Chapter are not applicable to:

- A. Fire alarm systems.
- B. Audible alarms affixed to a motor vehicle, watercraft, or aircraft.
- C. Proprietary alarm systems.
- D. Independent, stand-alone alarm systems installed or placed by or at the direction of the City of Prescott Police Department for law enforcement purposes.
- E. Governmental agencies.
- F. Alarm or alarm signals caused by the testing, repair or malfunction of telephone equipment lines or electrical utility equipment or lines that are not reasonably subjected to control by the alarm user.

5-6-4: LIABILITY:

- A. A person or entity that violates any provision of this Chapter shall be liable to the City for all losses and costs incurred by the City, and/or recoveries from or claims against the City for any damages to person or property which occur as a result of a violation of this Chapter.
- B. By adopting the provisions as set forth in this Chapter, the City of Prescott, its officers, employees and agents shall not assume any greater duty or obligation to an alarm user than that which is owed to the public in general by the City, its officers, employees and agents.

5-6-5: ALARM BUSINESS EQUIPMENT STANDARDS:

- A. The following equipment standards, technical standards and standards of operation shall be followed by the alarm business or any individual installing or using an alarm system.
 - 1. All alarm systems shall be installed using good workmanship and shall be designed to reduce false alarms.

2. All alarm system equipment, which are subject to this chapter, must be UL listed, FM approved or equivalent, and used only for the purpose intended by the manufacturer, installed per manufacturer specifications.
3. All components of alarm systems shall be installed by qualified and experienced service personnel. Examples of qualified personnel shall include individuals who are:
 - (a) Factory trained and certified; or
 - (b) Certified by the National Institute for Certification in Engineering Technologies; or
 - (c) International Municipal Signal Association alarm certified; or
 - (d) Certified by a state or local authority; or
 - (e) Personnel trained and employed by an organization listed by a national testing laboratory for the servicing of alarm systems; or
 - (f) Personnel holding the appropriate Arizona State Contractor's license.
 - (g) Personnel employed by an alarm business which business meets the criteria under Subsections (a) through (f) above, and acting under the direction or control of a qualified person as defined in those subsections.
4. Alarm systems shall be designed to alert the monitoring company and/or user of possible system problems.
5. Alarm systems shall be provided with at least two independent and reliable power supplies, one primary and one secondary (standby), each of which shall be of adequate capacity for the application.
6. No alarm business shall place in service or monitor an alarm system that is defective or contains defective components.
 - (a) The alarm business is responsible for inspecting all burglar and panic alarm systems and for determining that the system is operating as designed and will not be a source of additional false alarms caused by system or component failure prior to placing the system in service or commencing monitoring services.

5-6-6: ALARM BUSINESS RESPONSIBILITIES:

- A. Businesses that only sell alarm systems and devices but do not operate, install, maintain, service or monitor them are not subject to the provisions of this section; provided, however, that the remaining portions of this Chapter shall apply where applicable.
- B. The following are responsibilities of any alarm business operating within the City limits.
1. Alarm businesses conducting alarm business in this jurisdiction shall maintain the appropriate Arizona State Contractor's License(s).
 2. An alarm business that installs and/or maintains an alarm or alarm system shall ensure the alarm or alarm system is in good working order and take reasonable measures to prevent the occurrence of false alarms.
 3. An alarm business that installs an alarm system shall provide the primary alarm user with complete instruction, including specific written operating instructions that provide reasonable guidelines to aid the user in correctly using the alarm system installed by the alarm business. Such instruction will specifically include all necessary instructions in turning the alarm on and off and in avoiding false alarms. Documentation of such training shall be retained by the alarm business as long as the business services, maintains or monitors the alarm system for the primary alarm user, and for one year thereafter.
 4. Prior to installation of a new alarm system, the alarm business shall notify the primary alarm user of:
 - (a) The need for an alarm permit for any system, monitored or non-monitored. The alarm business shall provide the alarm user with a permit application for the City of Prescott.
 - (b) A copy of this Alarm Ordinance.
 - (c) Documentation that the permit and ordinance was distributed shall be retained by the alarm business as long as the business services, maintains or monitors the alarm system for the primary alarm user, and for one year thereafter.
 5. At the completion of the installation of an alarm system, the alarm business shall inspect and test all equipment and features and take or cause to be taken corrective action necessary to prevent the occurrence of false alarms. The results of such tests and corrective actions shall be documented and maintained by the alarm business as long as services or

monitoring is provided to users of the alarm system, and for one year thereafter.

6. An alarm business which leases, monitors, services, or provides maintenance and/or service to an alarm system with an audible sounding device shall:
 - (a) Maintain records of the location of these alarm systems, devices or services and the name and telephone number of the person and alternate to be notified whenever the alarm is activated, and to readily report such information and changes to the Police Department upon request.
 - (b) Deactivate or cause to be deactivated the audible alarm within fifteen (15) minutes of the notification of its activation in the event a responsible party listed on the alarm user permit cannot be contacted or does not respond.
7. An alarm business which leases, monitors, services, or provides maintenance and/or service to an alarm system with an inaudible device shall:
 - (a) Establish a central receiving station in order to monitor these alarm systems.
 - (b) Organize its central receiving station in order to be able to readily and positively identify the type of alarm, i.e. burglary, robbery or panic and the location of the alarm, if there is more than one system.
 - (c) Maintain records as to each of these alarm systems, devices or services, which shall include the name of the owner or occupant of the premises, the name and telephone number of the subscriber, a primary person and at least one alternate responsible for responding to the premises when the alarm is activated, and information concerning whether the alarm system includes an audible alarm.
 - (d) Arrange for the alarm subscriber, alarm agent or other responsible representative to go to the premises of an activated alarm system within 30 minutes of activation in order to be available to assist the police in determining the reason for activation and securing the premises when requested by the Police Department.
8. Prior to the notification of the Police Department of the need for its response in reference to a burglar alarm, the alarm business shall attempt

to contact a responsible party at two separate phone numbers to verify the validity of the alarm.

9. Promptly notify responding Police Department personnel of an alarm cancellation.

5-6-7: ALARM USER PERMITS REQUIRED:

- A. Every alarm user shall obtain an alarm user's permit from the City of Prescott prior to activation, for each business or residence in which an alarm system is installed.
 1. All permits shall be valid for one year from the date issued. Such permit shall be obtained from the City of Prescott alarm coordinator or their alarm business for existing alarms by the effective date of this Chapter or prior to a new alarm system becoming operational which is installed subsequent to the effective date of this Chapter.
 2. A permit shall be granted upon receipt of a completed application, compliance with this Chapter, and a \$15 payment to the City of Prescott of the permit fee as prescribed by the City for each such permit obtained. Permits are not transferable from one user to another user or from one address to another address. There are no fees associated with renewals of permits.
 3. The alarm user shall be responsible to keep the City alarm coordinator advised of the user's current mailing address at all times while the permit is in effect. Prior to expiration of the user's permit, the alarm user shall also be responsible for renewing his/her alarm permit.
 4. Permits not renewed within thirty (30) days after expiration will no longer be valid. Alarm users will again be required to make initial application to reacquire a valid permit and pay all applicable fees.
- B. For public safety considerations, permits and information contained in said permits shall be considered confidential and may only be used by the City of Prescott for City purposes.

5-6-8: ALARM USER RESPONSIBILITIES:

The following are the duties and responsibilities of all alarm users operating alarm systems in the City of Prescott:

- A. Train or cause to be trained any and all persons, who might have reason and authority to control the alarm system, in the proper operation of the system.

- B. To inform persons who are authorized to place the alarm system into operation of the provisions of this Chapter, emphasizing the importance of avoiding false alarms.
- C. The alarm user shall keep a copy of the approved permit at the premise where the alarm system is located. Said copy shall be made available upon request by and to City representatives during normal business hours or during response to an alarm.
- D. To notify the alarm coordinator, within ten (10) days, of any changes in the information contained in the application or permit, or when the alarm user has moved from the location of the alarm system and is no longer responsible for its operation.
- E. To maintain a record of all activities and actions taken to correct or prevent false alarms for the permit.
 - 1. Non-residential alarm users shall maintain records of any alarm activities or actions for at least two years.
 - 2. Residential alarm users shall maintain records of any alarm activities or actions for at least two years.
- F. To adhere to the equipment standards as set forth in Section 5-6-5.

5-6-9: RESPONSIBLE PARTIES:

- A. Any person who operates or uses an alarm system within the City shall maintain and provide to both the alarm coordinator and the user's alarm monitor a current list of three (3) responsible parties for commercial alarms, or for residential alarms, at least two (2) responsible party and/or alarm company.
 - 1. A responsible party for an audible alarm system shall respond to the scene of the alarm within fifteen (15) minutes after being notified of a possible intrusion. A responsible party for an inaudible alarm system shall respond to the scene of the alarm within thirty (30) minutes after being notified of a possible intrusion.
 - 2. Reset the alarm system.
- B. The requirements as set forth in Section 5-6-9(A)(2) shall be satisfied if the alarm system is either automatically reset or is reset from a central location in such a way that the alarm does not reactivate until the alarm user, a responsible party or an alarm company physically responds to the scene of the alarm.

- C. In the event that a responsible party cannot be contacted by the Police Department, or does not arrive at the scene of an alarm within the time specified in 5-6-9(A)(1), or does not accept responsibility for the premises within said time frame, then and in that event, the Police Department shall have no further obligation to remain on scene or to otherwise secure the premises at which the alarm is activated.

5-6-10: FALSE ALARMS:

- A. In order to reimburse the City of Prescott for Police Department response, an alarm user shall be assessed in accordance with section 5-6-17 for each and every false alarm response by the Police Department.
- B. Upon receipt of the second false alarm within a permit year, the alarm coordinator shall notify the alarm user in writing to the User's permit address that subsequent false alarms may result in an additional fee. The user shall submit a False Alarm Prevention Report, on a form provided by the City, to the alarm coordinator outlining the action taken by the user to prevent further false alarms. The False Alarm Prevention Report shall be returned to the alarm coordinator within thirty (30) days and will outline the actions taken to discover and eliminate the cause of the false alarms and any violation of this Chapter.
- C. Any unpaid balance of an assessment shall be subject to a charge of EIGHTEEN percent (18%) per year.

5-6-11: AUDIBLE ALARMS:

Burglar, robbery or panic alarm systems shall not emit audible sounds longer than fifteen (15) minutes from the time the alarm is activated.

5-6-12: PROHIBITED DEVICES:

- A. Dialer Alarms. No person or business shall operate or use any alarm system which is equipped with a direct dial device that when activated, automatically dials any City of Prescott Police Department trunk or emergency telephone line, including the 911 phone system, or transmits a prerecorded message reporting a crime or other emergency.
- B. Vision Obscuring Devices. No person or business shall operate or use any alarm system that is equipped with a vision-obscuring device, which purpose is to obscure the vision of individuals on or entering the premises, that when activated automatically releases a vaporous substance.

5-6-13: PAYMENT OF FEES AND ASSESSMENTS:

Except as provided for herein, any and all fees and assessments provided for by this Chapter shall be paid to and received by the City of Prescott within thirty (30) days from the date a bill is deposited in the regular first class U.S. Mail with postage fully paid and addressed to the user at the mailing address listed on the alarm user's permit.

5-6-14: APPEAL PROCEDURE:

- A. The alarm user may, within twenty (20) days of the date of the mailing notice of assessment, appeal to the Police Chief (hereinafter "Chief") by filing a petition in writing with the Chief or his designee.
1. The petition shall contain specific defenses to the assessment. Affirmative defenses to a false alarm service fee assessment may include evidence that a false alarm was caused by an act of nature, action of the telephone company, telephone line outage, power outage lasting longer than the life of a fully charged battery, and other extraordinary circumstances not reasonably subject to control by the alarm user.
 2. Any petition submitted pursuant to paragraph A.1 of this section shall be received by the Chief or his designee within the time specified. If the petition is not timely submitted, any petitioner shall be deemed to have waived the right to any further review or hearing as provided herein and the initial assessment shall be final.
- B. If a petition is timely submitted pursuant to paragraph 1 of this section, the Chief or his designee shall review the defenses, if any, set forth in the petition.
1. If it is determined that a valid defense to the initial determination of false alarm assessment has been set forth, a notice will be sent to the alarm user that no assessment will be made for that particular alarm activation. The notice shall specifically set forth the findings and conclusions of the Chief or his designee with respect to the review of the initial assessment.
 2. If the Chief or his designee determines that a defense to the initial notice of assessment has not been set forth, a notice of decision shall be sent by mail to the alarm user that he will be assessed pursuant to the appropriate section. The notice of decision shall contain the specific findings and conclusions of the Chief or his designee with respect to the review of the initial assessment.

5-6-15: CONFIDENTIALITY:

To the full extent permitted by law, the information furnished by an alarm user to the alarm coordinator or alarm company pursuant to this Chapter shall be confidential and shall not be subject to public inspection.

5-6-16: INTENTIONAL MISUSE:

No person shall intentionally cause the activation of an alarm system without prior notification to the alarm coordinator of at least one (1) hour if such activity may result in the dispatch of public safety personnel or equipment, when no criminal or other emergency situation exists.

5-6-17: ASSESSMENTS AND PENALTIES:

- A. Any person who violates any provision of this Chapter shall be guilty of a civil violation and shall be subject to the provisions of Section 1-3-2 of the Prescott City Code for each day that the violation continues.
- B. In addition to the foregoing penalty, the following assessments shall apply pursuant to Section 5-6-10(A):
1. Failure to acquire an alarm user permit as required per Section 5-6-7 will result in an assessment of not to exceed twenty-five dollars (\$25) per day.
 2. If neither the alarm user nor a listed responsible party nor the alarm company can be contacted, refuses to respond, or does not respond as required in Section 5-6-9(A), or if the alarm reactivates before there is a physical response as required in 5-6-9(A), the user shall be assessed Twenty Five Dollars (\$25.00) for residential alarms or Fifty Dollars (\$50.00) for commercial alarms for each such incident.
 3. The failure to file False Alarm Prevention Report as required in Section 5-6-10(B) will result in an assessment of not to exceed \$100 per violation.
 4. The following assessments shall be levied against the alarm user for each response by the Prescott Police Department to a false alarm within a twelve month period. These assessments are in addition to any other assessments or penalties which may be levied.

(a)	Initial assessment for first 2 false alarms:	\$ 0
(b)	Assessment for third false alarm:	\$100
(c)	Assessment for fourth false alarm:	\$200
(d)	Assessment for fifth false alarm:	\$300
(e)	Assessment for sixth false alarm:	\$400

- (f) Assessment for seventh and subsequent false alarms will continue to increase at \$100 per false alarm
- 5. Violations of section 5-6-11 (Audible Alarms) shall result in an assessment of \$100 for the first violation and a \$100 increase for each subsequent violation.
- 6. Any person who violates Section 5-6-12 shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in Section 1-3-1 of the Prescott City Code, provided, however, that notwithstanding the foregoing, the minimum fine for said violation shall be not less than One Hundred Dollars (\$100.00), which fine shall not be waived or suspended. Each and every day any such violation continues shall be deemed and considered a separate offense.
- 7. Any person who violates Section 5-6-16 shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in Section 1-3-1 of the Prescott City Code, provided, however, that notwithstanding the foregoing, the minimum fine for said violation shall be not less than Five Hundred Dollars (\$500.00), which fine shall not be waived or suspended.. Each and every day any such violation continues shall be deemed and considered a separate offense.

5-6-18: SEVERABILITY:

The provisions of this Chapter are hereby declared to be severable, and if any section, sentence, clause or phrase of this Chapter shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Chapter, but they shall remain in effect, it being the legislative intent that this Chapter shall stand notwithstanding the validity of any part thereof."

ORDINANCE NO. 4760-1111

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA AMENDING THE PRESCOTT CITY CODE BY DELETING CHAPTER 5-6, *INSTALLATION OF POLICE ALARM EQUIPMENT AND PROHIBITION OF TELEPHONE ALARM SYSTEMS*, AND REPLACING IT BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "*CHAPTER 5-6, ALARM SYSTEMS, OF THE PRESCOTT CITY CODE*," MADE A PUBLIC RECORD BY RESOLUTION NO. 4045-1115; AND SETTING PENALTIES THEREFOR

RECITALS:

WHEREAS, numerous false alarms occur annually as a result of negligent installation, maintenance, or operation of the alarm system; and

WHEREAS, the time spent by the Police Department personnel in responding to alarms, when no such response is actually required, is substantial, costly and wasteful; and

WHEREAS, the Council of the City of Prescott finds it necessary to control or discourage false alarms within the City so that all available Police Department resources can be maximized to protect the peace, safety and welfare of the public.

ENACTMENTS:

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

Section 1. Chapter 5-6, *Installation of Police Alarm Equipment and Prohibition of Telephone Alarm Systems*, of the Prescott City Code is hereby deleted in its entirety and replaced with "*Chapter 5-6, Alarm Systems, of the Prescott City Code*," made a public record by Resolution No. 4045-1115.

Section 2. Section 5-6-17, *Assessments and Penalties*, of the above-referenced public record is set forth in full as required by Arizona Revised Statutes 9-803.

5-6-17: ASSESSMENTS AND PENALTIES:

- A. Any person who violates any provision of this Chapter shall be guilty of a civil violation and shall be subject to the provisions of Section 1-3-2 of the Prescott City Code for each day that the violation continues.
- B. In addition to the foregoing penalty, the following assessments shall apply pursuant to Section 5-6-10(A):

1. Failure to acquire an alarm user permit as required per Section 5-6-7 will result in an assessment of not to exceed twenty-five dollars (\$25) per day.
2. If neither the alarm user nor a listed responsible party nor the alarm company can be contacted, refuses to respond, or does not respond as required in Section 5-6-9(A), or if the alarm reactivates before there is a physical response as required in 5-6-9(A), the user shall be assessed Twenty Five Dollars (\$25.00) for residential alarms or Fifty Dollars (\$50.00) for commercial alarms for each such incident.
3. The failure to file False Alarm Prevention Report as required in Section 5-6-10(B) will result in an assessment of not to exceed \$100 per violation.
4. The following assessments shall be levied against the alarm user for each response by the Prescott Police Department to a false alarm within a twelve month period. These assessments are in addition to any other assessments or penalties which may be levied.
 - (a) Initial assessment for first 2 false alarms: \$ 0
 - (b) Assessment for third false alarm: \$100
 - (c) Assessment for fourth false alarm: \$200
 - (d) Assessment for fifth false alarm: \$300
 - (e) Assessment for sixth false alarm: \$400
 - (f) Assessment for seventh and subsequent false alarms will continue to increase at \$100 per false alarm
5. Violations of section 5-6-11 (Audible Alarms) shall result in an assessment of \$100 for the first violation and a \$100 increase for each subsequent violation.
6. Any person who violates Section 5-6-12 shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in Section 1-3-1 of the Prescott City Code, provided, however, that notwithstanding the foregoing, the minimum fine for said violation shall be not less than One Hundred Dollars (\$100.00), which fine shall not be waived or suspended. Each and every day any such violation continues shall be deemed and considered a separate offense.
7. Any person who violates Section 5-6-16 shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in Section 1-3-1 of the Prescott City Code, provided, however, that notwithstanding the foregoing, the minimum fine for said violation shall be not less than Five Hundred Dollars (\$500.00), which fine shall not be waived or suspended. Each and every day any such violation continues shall be deemed and considered a separate offense.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28th day of September, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

ALARM ORDINANCE REVIEW
COMMITTEE MEETING
WEDNESDAY, SEPTEMBER 8, 2010
PRESCOTT, ARIZONA

MINUTES OF THE MEETING OF THE ALARM ORDINANCE REVIEW COMMITTEE held on WEDNESDAY, SEPTEMBER 8, 2010, in the CITY MANAGER'S CONFERENCE ROOM, located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

A. Call to Order.

Due to a conflict in schedules, the meeting was called to order by Member Suttles in the Lower Level Conference Room.

B. Roll Call.

COMMITTEE MEMBERS PRESENT:

ABSENT:

Member Suttles
Member Blair (represented by Member Linn)
Member Lamerson

None

C. Discussion of alarm ordinance.

Chief Kabbel began the discussion by stating that people have the right to defend their personal property. Law enforcement is not charged with protecting their personal property. If a burglary happens, law enforcement investigates and tries to find the person that did it. The International Association of Chiefs of Police's first recommendation is a verified response which means that when a property owner hires an alarm company to monitor their property, it is on them to first verify that a crime has occurred, and then contact police.

He said that their second recommendation is that if a community wants the police to monitor private property, then they should pay a fee so they know who they are and if they get an alarm sounded they can contact the owners.

Member Lamerson said that during the last Council meeting no one said they had an issue with charging for false alarms. What they did not support was requiring everyone to register their alarms.

Member Suttles said that if Mr. Lamerson did not want the Police Department to know he had an alarm and his alarm went off, it would then go through the alarm company. Chief Kabbel explained that the problem is that the alarm company calls the Police Department. If the owner was only calling the alarm company there would be no problem. He said that the permit is to help the Police

Department provide better customer service so they can secure the house and notify the owner.

Member Suttles said that her issue with the process was the additional staffing. Chief Kabbel said that when they presented it at the Council meeting he had recommended a trial period of one year, but they would like to change that to two years to see how it rolls out and provide an honest assessment at the end of the two years.

Member Lamerson said that he had no problem with paying a fee for the service; he had a problem with a mandatory requirement.

Lieutenant Reinhart said that the problem is that once the Police Department is called to the site they are responsible for making contact with the owner. If people want to involve the Police Department then they should give them an opportunity of having current information on file. He said that a lot of agencies throughout the country have a permitting process for alarms. Member Lamerson said that there were a lot of people that register their guns, but it was not mandatory.

Member Suttles asked how they would make a party responsible if it was not mandatory. Member Lamerson said that if they chose to not be on file, and the Police Department was called for a false alarm then they should be charged for the service.

Member Suttles asked how they would pay for the program if it was voluntary. Chief Kabbel said that it would be done off of the fines. He said that in looking at the goal, to reduce the number of officers and hours going out on false alarms, if they had a permit and knew whose house it was, they could shorten the call to 15 minutes and get their officers back on the street.

Chief Kabbel said that if people do not want to have a permit and provide the City the information to help them, then they should go through their alarm companies and not involve the Police Department until it has been verified that a crime has occurred.

Member Suttles asked how many alarm companies there were in the area. Chief Kabbel said that there were around 50 from all over the country. He said that they cannot mandate the alarm companies to give the City the contact information.

Member Suttles asked if they could take the Police Department out of it altogether. Chief Kabbel said that once the alarm goes off the alarm companies contact the Police Department. Lt. Reinhart added that if it is a private alarm the neighbors will call in if it goes off and then it is affecting the entire community.

Member Linn asked if most the problems were from businesses or residences. Chief Kabbel said that it was from both. He said that they average nine alarms a day that were false.

Member Linn asked if they were set up to do the billing. Chief Kabbel said that was what the computer module would do. It works with the current records management system, pulls the specific information and does the billing.

Member Linn said that she had a problem with it being mandated. Lt. Reinhart said that the information requested was very limited. He said that the charge for the permit was to cover the administrative costs and allows them to get updated information to keep the records currently.

Discussion was held on the possibility of having those that did not want to provide the information sign a waiver eliminating a response from the Police Department unless it was verified by their alarm company. After some discussion it was agreed that such a process could become cumbersome for the Police Department in knowing who they were and were not to respond to. Mr. Kidd noted that it would be difficult in those instances where there is no alarm company involved; when someone has privately installed an alarm.

Chief Kabbel noted that before the change was made they would have a concerted education effort to notify everyone of the need for a permit.

Discussion then began on the fee involved. Member Lamerson said that he thought the fee should be structured based on whether it was residential or commercial. Chief Kabbel noted that they do the same job regardless. He said that the biggest difference would be between an alarm and a panic alarm as they would respond in a different manner. He said that if they have a panic alarm, someone has to be pushing the button. It could be a home invasion or a bank robbery.

Brief discussion was held on fire alarms. Chief Kabbel noted that since the Fire Department has mandated businesses to have fire alarms, the businesses are doing a better job of making sure they work properly.

Member Linn said that she had a problem with the \$15. She would not have a problem mandating it, but without a fee.

Chief Kabbel asked Member Lamerson if he would support a permit without a fee. Member Lamerson said that he did not like the mandate. If the ordinance allowed someone to choose whether they register or not, he would support it.

Discussion was held on the fee itself. Chief Kabbel said that he would not have a problem doing \$15 for the first year and have it free thereafter as long as there was no change in the information. Once someone moved, or changed ownership,

they would file for a new permit at \$15. Member Suttles said she would support that.

Member Suttles asked how someone would be corrected if they do not know about it. Lt. Reinhold said that one of the things in the ordinance was that after the second false alarm they have to fill out a "corrected action" report to outline what steps were taken to correct the problem.

Discussion was held on a two year trial period. Chief Kabbel said that they could still come back at the end of the first year and give a report. Member Linn said she had no problem with the two years. Member Suttles said that her concern was with bringing on a part-time temporary person and after two years it becoming a full-time permanent employee with benefits. Chief Kabbel said that after the first year they would have a better idea of whether it would need to be a part-time permanent position.

Chief Kabbel noted that the computer software cost was a one-time \$6,000 and an annual support cost of \$900. He said that with the permitting fees up front, they could use those to purchase the equipment.

Member Linn asked if they had anyone in the department working part-time that would like to work full-time. Chief Kabbel said that their crime prevention person is part-time and would be interested, and it would fall into her realm.

Member Suttles said that they will have to convince her that they need a person permanently. It was agreed that it could be reviewed at the end of the first year.

Discussion was held on whether they could have a voluntary program. Chief Kabbel was asked to prepare an ordinance for both a voluntary program and a mandatory program. He said that he would try to get that done within the next week and circulated to the members. If they were comfortable with it, they would place the item back on the September 28, 2010 Council meeting for further consideration.

D. Adjournment.

There being no further business to be discussed, the meeting of the Alarm Ordinance Review Committee of September 8, 2010, adjourned at 11:00 a.m.

ALARM ORDINANCE REVIEW
COMMITTEE MEETING
WEDNESDAY, SEPTEMBER 22, 2010
PRESCOTT, ARIZONA

MINUTES OF THE MEETING OF THE ALARM ORDINANCE REVIEW COMMITTEE held on WEDNESDAY, SEPTEMBER 22, 2010, in the CITY MANAGER'S CONFERENCE ROOM, located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

A. Call to Order.

The meeting was called to order at 10:04 a.m.

B. Roll Call.

COUNCIL APPOINTMENT MEMBERS:

Member Lamerson	Present
Member Linn	Present
Member Mary Ann Suttles	Present

C. Approval of the minutes of the September 8, 2010 meeting.

MEMBER LINN MOVED TO APPROVE THE MINUTES OF SEPTEMBER 8, 2010; SECONDED BY MEMBER SUTTLES; PASSED UNANIMOUSLY.

D. Discussion of alarm ordinance.

Member Lamerson said that he did not agree with what was being proposed. If they had a problem with false alarms they should tax those that create the problem, not require everyone to register their alarm.

Member Suttles asked Chief Kappel to review the proposed changes.

#1 Part-time Alarm Coordinator vs. Volunteer Personnel

Chief Kappel said that they would like to use a part-time coordinator that is funded through the program and bring it back to the Council after one year for evaluation of that part-time position. The overall program would be reviewed after a two-year trial period. Member Linn said that she agreed that it needed to be a staff person rather than a volunteer.

#2 Mandating of Alarm Permits to All Alarm Users

Chief Kabbel said that the proposed ordinance would not mandate alarm permits for everyone with alarms, just those users that require police response services. If they have a proprietary alarm between themselves and the alarm company, whether a camera system or other, the alarm company would contact the property owner and if it did not invoke a police response it would not need to be registered. Member Linn asked if that would apply to a lot of them. Chief Kabbel said that they did not know.

Member Suttles asked how they would separate those. Chief Kabbel said that the ordinance states that, "a proprietary alarm user is the person responsible for the operation of the alarm system and training of any other alarm users on the premises on an alarmed site."

#3 Mandating Annual Alarm Permit Fees

Chief Kabbel said that they have reworded the ordinance to require a \$15 first-time permit fee and as long as the information is current they would not have to pay for the permit each following year. Member Suttles asked what would happen if a business stayed in place for five years with no changes and then sold the business. Chief Kabbel replied that the new person coming in would be required to obtain a new permit for \$15 with the new contact information. He added that both the new property owner and the alarm company would be responsible for obtaining this new permit.

Member Lamerson referenced Sec. 5-6-7A which stated that, "every alarm user shall obtain an alarm user's permit...." He said that it did not have any exception. Chief Kabbel explained that the definition of an alarm user had an exception for proprietary alarm users. Mr. Kidd said that even though it was covered in the definitions, they could add wording to this section to make it clearer.

Member Lamerson conveyed a story of when he managed Peterson's Jewelry Store and someone had snipped the direct wire between their store and the Police Department, which is no longer permitted (and which he did not agree with). He said that the alarm company had contacted him and that night the store was burglarized. He asked if that would be considered a false alarm. He reiterated that he did not have a problem paying for false alarms; his issue was with mandating people to register them.

Member Linn asked Member Lamerson if he could think of another way to address them. Member Lamerson said that they should fine those that have the false alarms; those that were responsible for creating a hazard to the public. Member Linn said that she agreed, but it still took manpower to look up the contact information for the 2,700 false calls.

Member Lamerson said that it was another tax on the people that have done nothing wrong. It was over-regulation and extra taxation to address an issue that could be handled by addressing those creating the problem.

#4 Mandating Fine Schedule and Funding of Program

Chief Kappel said that they would bring it back to Council after the one-year period to see how effective it was and address the part-time coordinator position. They would bring it back after two years and review it along with the funding, fines, etc.

Member Suttles said that this issue has been out in the public for years and has been discussed a couple of times since she came on Council. She said that they talked about it during the budget session and agreed that they needed to look at the alarm ordinance. She said that each Council person had a different opinion and that was why the subcommittee was created. She said that the changes in the wording presented cleared things up for her and she believed they were ready to take it back to Council.

Mr. Kidd noted that the more they look at it and start using it, they would probably be back to clarify things. They have never done it and they know they will have a definition that does not quite work and the wording will need to be adjusted. He said that a lot of Member Lamerson's concerns were core policy issues. They could fine those with false alarms but it would not deal with reducing the call loads at the same rate.

Member Lamerson asked that before they take it back to Council that Chief Kappel explain Sec. 5-6-6 to him. Chief Kappel said that it was to address those businesses that sell systems but do not install them, such as Radio Shack. He said that they still get false alarms from those but the responsibility falls on the alarm user.

Member Linn referred to 5-6-6B and asked if all of the alarm companies had Arizona State Contractor's licenses. Chief Kappel said that this ordinance was put together by looking at several ordinances from around the State. He said that this would refer to an alarm business that installed the system, and they would be required to have a contractor's license. Member Linn asked what would happen if they did not have such a license and if the State Registrar of Contractor would come down on them. Chief Kappel said that was a possibility.

Member Linn asked if they could develop a database of the 2,700 false alarms and update that information as it comes in. She said that it would be hard for the first year, but perhaps they could have a part-time coordinator just build the database.

Member Suttles said that they were still looking at one year to see if it is going to work for the abusers. Member Linn asked how they would analyze after the first year and how they would know if they were registered. She said they could go to

the frequent abusers first. Member Lamerson said that the Police Department would know who the frequent abusers were. Chief Kabbel said that they would know a portion of them.

Member Lamerson said that it was a knee-jerk reaction. The most righteous way to approach it was also the simplest way. Chief Kabbel said that he understood Member Lamerson's point of view, but disagreed with the tactic because they would still have 2,700 alarms being responded to.

He said that two years ago they had 75 officers; now they have 68. Crime scene response now takes more time. DUI's used to take one hour; now they take four to five hours. They have looked at ways to make their officers' time more productive rather than come in and ask for more officers. He said that having this information will allow the Police Department to provide good customer service.

Chief Kabbel said that if they did not want the Police Department to respond they could deal with their alarm companies directly. Mr. Kidd said that Member Lamerson's prevention would be through citations for false alarms; the ordinance was trying to obtain the information ahead of time and reduce the officers' time. Chief Kabbel said that if they go to just fining people, they would still be taking time and only reduce the time to 40% or less. The other way they could get closer to reducing up to 60% of their time.

Member Lamerson said that he did understand the problem but he did not think that going after everyone in the world would fix the problem. They need to deal with those creating the problem. He said that when they approached the high water users, they raised rates and it has brought down water usage.

Mr. Kidd noted a past event in Prescott Valley where an alarm was sounded, the officers went to the house and when no one answered they broke into the house. It ended up that the homeowner was taking a shower. He said that if they had the information up front it would reduce the officer's liability.

Member Suttles said that they were trying to get some ownership by the owners and providers with a year trial. They have a tendency to take the softer approach. She said that she wants to hone in on the trial time and work through it. There were situations that come up and they should try to handle this so it does not keep coming up.

Member Lamerson said that he had a proprietary system and works through the alarm company, but he has a problem going after everyone. He asked how long they would abuse the system if they were getting fined each time there was a false alarm.

Member Suttles asked that the summary sheet provided with the proposed changes be included with the packet item. It was also requested that both sets of the meeting minutes be provided for the Council's review.

E. Adjournment

There being no further business to be discussed, the meeting of the Alarm Ordinance Review Committee of September 22, 2010, adjourned at 10:43 a.m.

DRAFT

COUNCIL AGENDA MEMO – September 28, 2010

DEPARTMENTS: Public Works / Legal

AGENDA ITEM: Discussion and direction for amendments to City boilerplate contract provisions for implementation of Public Works Capital Projects

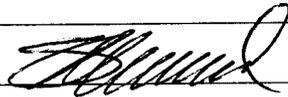
Approved By:

Date:

Department Heads: Mark Nietupski
Gary Kidd

Finance Director: Mark Woodfill

City Manager: Steve Norwood



09/28/10

Background

The subject of Contract provisions associated with City Public Works capital improvement projects has generated much discussion by City Council in recent meetings.

Some noted items of concern include: Contractor pre-qualification, Contractor verification of physical inspection of site, Contract amount / change orders, Errors and omissions, Other work in project area, Suspension of work, Delays and extension of time, Notification of changed conditions and dispute resolution/attorneys fees.

City contracts for Public Works projects consist of a number of components which make up the contract documents. These include the following: 1) Supplemental Agreements, 2) Formal Contract, 3) Notice Inviting Bids, 4) Information for Bidders, 5) Special Provisions, 6) Technical Specifications, 7) Plans, 8) General Conditions and 9) Contractor Proposal. The sequential order of precedence of the contract documents is represented above. In the event of there being a conflict between one contract document and any of the other contract documents the document highest in precedence shall control and supersede the document which is contrary to it.

Public Works staff, including engineering and project managers, follows specific guidelines with activities for the development and implementation of projects including: scoping, design engineer selection, construction management and bid opening. Evaluation of night work for all projects has been added to the list as well as additional investigation of complaints found on reports from the Registrar of Contractors.

In response to the concerns raised by Council, Public Works and Legal Departments have collaborated on draft changes to the existing contract documents based on our understanding of past discussions. The following sections of text are provided for Council's consideration. Regular text with ~~single line strikethrough~~ indicates possible deletion while **BOLDED TEXT** indicates new language for consideration.

Agenda Item: Discussion and direction for amendments to City boilerplate contract provisions for implementation of Public Works Capital Projects

Contractor Prequalification:

A Contractor Questionnaire is attached which would require prospective bidders for each and every project to address a number of questions related to contractor experience and performance of similar projects and their familiarity with Prescott or nearby areas. This document would be required with each bid submitted.

Contractor Verification of Physical Inspection of Site:

Contractor Questionnaire:

- 18. HAS A DULY AUTHORIZED REPRESENTATIVE FROM THE COMPANY MADE A SITE VISIT AND INVESTIGATION AS TO THE SITE CONDITIONS? IF SO, PLEASE PROVIDE THE FOLLOWING INFORMATION:**

PERSON(S) CONDUCTING SITE VISIT: _____

DATE OF SITE VISIT: _____ PHOTOS TAKEN? YES ___ NO ___

- 19. HAS THE UNDERSIGNED UNDERTAKEN ANY PROJECTS IN THE PRESCOTT OR NEARBY AREAS? IF SO, HAS THE UNDERSIGNED DEVELOPED EXPERIENCE WITH AND IS THE UNDERSIGNED FAMILIAR WITH CUSTOMARY AND COMMON TOPOGRAPHICAL, SUBSURFACE, ROAD TRAFFIC CONDITIONS, AND OTHER TYPES OF DRAINAGE, SOIL, AND OTHER GEOGRAPHIC/TOPOGRAPHIC ISSUES COMMON IN THE PRESCOTT AREA? ___ IF YES, PLEASE PROVIDE THE PROJECT(S), EXTENT AND NATURE OF THE COMPANY'S EXPERIENCE _____.**

Proposal:

EXAMINATION OF DOCUMENTS AND SITE.

The Undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid or bids.

CONTRACTOR AGREES THAT BEFORE MAKING HIS PROPOSAL HE CAREFULLY EXAMINED THE CONTRACT DOCUMENTS, TOGETHER WITH THE SITE OF THE PROPOSED WORK, AS WELL AS ITS SURROUNDING TERRITORY, IT IS FULLY INFORMED REGARDING ALL OF THE CONDITIONS AFFECTING THE WORK TO BE DONE AND LABOR AND MATERIALS TO BE FURNISHED FOR THE COMPLETION OF THIS CONTRACT, INCLUDING THE EXISTENCE OF POLES, WIRES, PIPES AND OTHER FACILITIES AND STRUCTURES OF MUNICIPAL AND OTHER PUBLIC SERVICE CORPORATIONS ON, OVER OR UNDER THE SITE,

Agenda Item: Discussion and direction for amendments to City boilerplate contract provisions for implementation of Public Works Capital Projects

INCLUDING ROCK, OTHER SUBTERRANEAN SITE CONDITIONS, INCLUDING NATURAL DRAINAGE, TOPOGRAPHICAL, GEOLOGIC AND OTHER SITE CONDITIONS AND THAT THIS INFORMATION WAS SECURED BY PERSONAL INVESTIGATION AND RESEARCH AND NOT IN RELIANCE UPON OR FROM THE ESTIMATES OR RECORDS OF THE DEPARTMENT, AND THAT HE WILL MAKE NO CLAIM AGAINST THE CITY BY REASON OF ANY ESTIMATES, TESTS OR REPRESENTATIONS OF ANY OFFICER OR AGENT OF THE CITY OF PRESCOTT. CONTRACTOR CERTIFIES THAT HE HAS HAD AMPLE TIME TO CONDUCT A THOROUGH SITE INSPECTION OF THE PROPOSED PROJECT AREA AND ENVIRONS. THE VARIOUS TABLES AND TABULATIONS APPEARING IN THE CONTRACT DOCUMENTS WERE PREPARED BY THE CITY FROM THE BEST INFORMATION AVAILABLE. THE CONTRACTOR'S ATTENTION IS CALLED TO THE FACT THAT CONDITIONS AND QUANTITIES, AS SHOWN ARE ESTIMATED AND NOT ACTUAL, AND IN ANY EVENT THEY ARE NOT TO BE DETERMINED OR CONSIDERED BY THE CONTRACTOR AS A WARRANTY OR A REPRESENTATION BY THE CITY OF ACTUAL FIELD CONDITIONS OR QUANTITIES.

WITH RESPECT TO THE CITY'S PRODUCTION OF SOIL BORING LOGS ALONG WITHIN PLANS, SPECIFICATIONS AND OTHER BID DOCUMENTS, WHICH HAVE BEEN MADE AVAILABLE TO CONTRACTOR IN PREPARING ITS BID: THIS INFORMATION IS INTENDED FOR CITY DESIGN PURPOSES ONLY, AND IS MADE AVAILABLE TO BIDDERS ONLY THAT THEY MAY HAVE ACCESS TO IDENTICAL SUBSURFACE INFORMATION AVAILABLE TO THE CITY. IT IS PRESENTED IN GOOD FAITH, BUT IS NOT INTENDED AS A SUBSTITUTE FOR THE PERSONAL INVESTIGATIONS, INTERPRETATIONS OR JUDGMENTS OF THE CONTRACTOR.

Contract Amount / Change Orders:

Instructions for Preparing Proposal:

The "Total Amount of Bid" must be filled out by the bidder. In case of any discrepancy between the price in figures and price in written words, as written or corrected, the price in written words shall be presumed to be correct unless obviously in error, and shall be considered as the Contractor's correct and intended bid.

THE TOTAL AMOUNT BID SHALL BE CONSIDERED THE FULL AND MAXIMUM COMPENSATION FOR ALL WORK NECESSARY, INCLUDING ANY AND ALL AMOUNTS FOR EXPENSES FOR DAMAGES FOR ANY DELAYS OF ANY TYPE WHATSOEVER, TO COMPLETE THE PROJECT WITHIN THE LIMITS OF CONSTRUCTION TO THE SATISFACTION OF THE CITY.

Agenda Item: Discussion and direction for amendments to City boilerplate contract provisions for implementation of Public Works Capital Projects

Contract: Page 18 Article IV - Compensation

Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of _____ Dollars (\$ _____), ~~plus any approved contract amendments~~ and acknowledges that there shall be **NO CONTRACT AMENDMENTS, THAT THE BID AMOUNT IS UNDERSTOOD AND AGREED TO BE THE TOTAL PROJECT AMOUNT, AND THAT NO ADDITIONAL MONIES SHALL BE PAID** for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

Payment to Contractors:

GENERAL

- A. The basis of payment for construction of this project shall be unit prices **MULTIPLIED BY ESTIMATED QUANTITIES** for all ~~THE work actually performed~~ **NECESSARY TO COMPLETE THE PROJECT** in accordance with the Specifications and Scope of work, and shall include all labor and materials incorporated in the completed work.

THE TOTAL AMOUNT BID SHALL BE CONSIDERED THE TOTAL FULL AND MAXIMUM COMPENSATION FOR ALL WORK NECESSARY TO COMPLETE THE PROJECT WITHIN THE LIMITS OF CONSTRUCTION TO THE SATISFACTION OF THE CITY. THE CONTRACTOR ACKNOWLEDGES THAT ITS BID INCLUDES ALL REASONABLE AND NECESSARY EXPENSES THAT IT MAY INCUR DUE TO PROJECT DELAY.

- B. Upon final inspection and acceptance of the work, the City will pay the Contractor the amount earned under the Contract, as provided herein.

Errors and Omissions:

The written dimensions, calculations and quantities on the plans are presumed to be correct, but the Contractor shall be required to check carefully all dimensions, calculations and quantities before beginning work. If any errors or omissions are discovered, the Public Works Director shall be so advised in writing and will make the proper corrections. ~~If the Contractor claims that any such errors or omissions should change the cost of any Pay Item or the construction as identified in the plans, the Contractor shall also submit to the Public Works Director a written proposed Contract Amendment. Any such adjustments made by the Contractor that are claimed to change the cost of any Pay Item or the construction as identified in the plans, without prior review and acceptance of a proposed Contract Amendment, shall be at the Contractor's own risk. The settlement of any complications or disputed expenses arising from a Contractor's adjustment shall be borne by the Contractor at his own expense.~~

Agenda Item: Discussion and direction for amendments to City boilerplate contract provisions for implementation of Public Works Capital Projects

Other Work in Project Area:

ARTICLE XII – OTHER WORK IN PROJECT AREA

~~The City of Prescott, any other contractors whether under contract with the City or a third party, and/or utilities may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood will occur, due to other work. The Contractor's bid shall be deemed to have recognized and included costs for any and all damages for expenses arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to and experienced contractor exercising due diligence during a thorough inspection of the project documents, the question and answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.~~

THE CITY OF PRESCOTT, ANY OTHER CONTRACTORS WHETHER UNDER CONTRACT WITH THE CITY OR A THIRD PARTY, AND/OR UTILITIES MAY BE WORKING WITHIN THE PROJECT AREA WHILE THIS CONTRACT IS IN PROGRESS. THE CONTRACTOR HEREIN RECOGNIZES AND ACKNOWLEDGES THAT DELAYS AND DISRUPTIONS MAY, AND IN ALL LIKELIHOOD, WILL OCCUR DUE TO OTHER WORK. IN RECOGNITION THAT DELAYS AND DISRUPTIONS WILL INEVITABLY OCCUR, AND THAT THE CITY OF PRESCOTT IS PLACING THE RISK OF ANY AND ALL SUCH DELAYS AND DISRUPTIONS NOT OCCURRING SOLELY DUE TO ACTIONS OF THE CITY OF PRESCOTT, ITS AGENTS AND ASSIGNS, FULLY AND TOTALLY UPON THE CONTRACTOR HEREIN, THE CONTRACTOR HEREIN AGREES TO AND ACCEPTS SUCH RISK. IN ADDITION, THE CONTRACTOR HEREIN SHALL AND DOES ASSUME ALL LIABILITY, FINANCIAL OR OTHERWISE, IN CONNECTION WITH THIS CONTRACT AND SHALL RELEASE, PROTECT AND SAVE HARMLESS THE CITY OF PRESCOTT FROM ANY AND ALL DAMAGES OR CLAIMS, SPECIFICALLY INCLUDING ANY AND ALL CONSEQUENTIAL DAMAGES WHICH MAY ARISE BECAUSE OF INCONVENIENCE, DELAY, DISRUPTION OR LOSS EXPERIENCED BY CONTRACTOR, ITS SUBCONTRACTORS, AGENTS, OR ASSIGNS, BECAUSE OF THE WORK OF OTHERS WITHIN THE PROJECT AREA. THE SOLE REMEDY OF THE CONTRACTOR HEREIN IS TO SEEK AN ADJUSTMENT OF THE CONTRACT TIME IN ACCORDANCE WITH THE DELAYS AND EXTENSION OF TIME, SECTION B REQUIREMENTS. THE CITY OF PRESCOTT WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, OR DAMAGES INCURRED BY CONTRACTOR, CONTRACTORS AGENTS, SUBCONTRACTORS OR ASSIGNS DUE TO

Agenda Item: Discussion and direction for amendments to City boilerplate contract provisions for implementation of Public Works Capital Projects

ANY SUCH DELAYS OR DISRUPTIONS. THE CONTRACTOR'S BID SHALL BE DEEMED TO HAVE RECOGNIZED AND INCLUDED COSTS ARISING FROM AND ASSOCIATED WITH OTHER WORK IN THE PROJECT AREA DISCLOSED BY THE CONTRACT DOCUMENTS OR WHICH WOULD BE APPARENT TO AN EXPERIENCED CONTRACTOR EXERCISING DUE DILIGENCE DURING INSPECTION OF THE PROJECT DOCUMENTS, THE QUESTION AND ANSWER SESSION IN THE PRE-BID PROCESS OR DURING SITE INSPECTION. CONTRACTOR CERTIFIES THAT HE HAS HAD AMPLE TIME TO CONDUCT A THOROUGH SITE INSPECTION OF THE PROPOSED PROJECT AREA AND ENVIRONS. THE TABLES AND TABULATIONS APPEARING IN THE PROJECT DOCUMENTS WERE PREPARED BY THE CITY FROM THE BEST INFORMATION AVAILABLE. THE CONTRACTOR'S ATTENTION IS CALLED TO THE FACT THAT CONDITIONS AND QUANTITIES, AS SHOWN ARE ESTIMATED AND NOT ACTUAL, AND IN ANY EVENT THEY ARE NOT TO BE DETERMINED OR CONSIDERED BY THE CONTRACTOR AS A WARRANTY OR A REPRESENTATION BY THE CITY OF ACTUAL FIELD CONDITIONS OR QUANTITIES. WITH RESPECT TO THE CITY'S PRODUCTION OF SOIL BORING LOGS ALONG WITH PLANS, SPECIFICATIONS AND OTHER BID DOCUMENTS, WHICH HAVE BEEN MADE AVAILABLE TO CONTRACTOR IN PREPARING ITS BID:

CONTRACTOR EXPRESSLY AGREES AND UNDERSTANDS THAT THIS INFORMATION IS INTENDED FOR CITY DESIGN PURPOSES ONLY, AND IS MADE AVAILABLE TO BIDDERS ONLY THAT THEY MAY HAVE ACCESS TO IDENTICAL SUBSURFACE INFORMATION AVAILABLE TO THE CITY. IT IS PRESENTED IN GOOD FAITH, BUT IS NOT INTENDED AS A SUBSTITUTE FOR THE PERSONAL INVESTIGATIONS, INTERPRETATIONS OR JUDGMENTS OF THE CONTRACTOR.

Suspension of Work:

- A. The Public Works Director shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the Contract. The Contractor shall immediately comply with the written order of the Public Works Director to suspend work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as reviewed and accepted in writing by the Public Works Director.
- B. In case of suspension of work for any cause whatsoever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

Agenda Item: Discussion and direction for amendments to City boilerplate contract provisions for implementation of Public Works Capital Projects

C. IN NO EVENT SHALL THE SUSPENSION OF WORK ENTITLE THE CONTRACTOR TO ANY ADDITIONAL COMPENSATION OR MONIES, AND CONTRACTOR ACKNOWLEDGES THAT ITS BID PRICE HAS CONTRACTOR'S ASSUMPTION OF ANY EXPENSES, DAMAGES OR OTHER COSTS WHICH CONTRACTOR MAY INCUR AS A RESULT OF ANY DELAYS. IN NO EVENT SHALL THE CONTRACTOR RECEIVE COMPENSATION FOR LOSS OF ANTICIPATED PROFITS, EXTENDED OVERHEAD, UNABSORBED HOME OFFICE OVERHEAD, OR ANY OTHER PAYMENTS. IN THE EVENT THE CITY TERMINATES THE CONTRACT FOR ANY REASON WHATSOEVER THE CONTRACTOR WILL BE PAID FOR THE WORK PERFORMED AND COMPLETED AS OF THE DATE OF CONTRACT TERMINATION. NO FURTHER COMPENSATION WILL BE MADE.

C. ~~ADOT 104.02 (C) -- (Modified and Added Below)~~

~~If the performance of all or any portion of the work is suspended or delayed by the Public Works Director in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the Public Works Director, in writing, a request for an adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.~~

~~D. Upon receipt, the Public Works Director will evaluate the contractor's request. If the Public Works Director agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Public Works Director will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the Public Works Director's determination whether or not an adjustment of the contract is warranted. In the event an adjustment of the contract is warranted a contract amendment shall be executed by both parties evidencing mutual agreement to same.~~

~~E. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time limits prescribed.~~

~~F. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.~~

Delays and Extension of Time:

MAG Specifications, Section 108.7, including:

D. Any delays in this project, or extensions of time which may be granted, shall not entitle the Contractor to any additional compensation or monies whatsoever,

Agenda Item: Discussion and direction for amendments to City boilerplate contract provisions for implementation of Public Works Capital Projects

including but not limited to compensation for loss of anticipated profits, extended overhead, unabsorbed home office overhead, or any other payments, ~~unless expressly agreed to by the City in a duly executed and approved contract amendment.~~

PAYMENT FOR DELAY

MAG Specifications, Section 108.7 including:

- A. 109.8.2, (B) Any compensation paid to the Contractor shall be in accordance with the General Conditions, Payment to Contractors, section of this Contract.
- B. 109.8.3 Extension of Contract Time: For any such delays, the contract time will be adjusted in accordance with the General Conditions, Delays and Extension of Time, section of this Contract.

DELAY DAMAGES

OTHER THAN THOSE EXPENSES FOR DAMAGES FOR WHICH NEGOTIATION IS EXPRESSLY REQUIRED BY A.R.S. 34-221(F) FOR A DELAY FOR WHICH THE CITY IS SOLELY RESPONSIBLE AND WHICH IS UNREASONABLE UNDER THE CIRCUMSTANCES AND WHICH ALSO WAS NOT WITHIN THE CONTEMPLATION OF THE PARTIES TO THE CONTRACT, THE CONTRACTOR AGREES TO MAKE NO CLAIM OR REQUEST ANY NEGOTIATION FOR DAMAGES OR ANY MONETARY CLAIMS WHATSOEVER FOR ANY DELAYS, INTERFERENCES OR HINDRANCES OF ANY KIND NOT SPECIFICALLY MEETING EACH OF THE THREE CRITERIA SET OUT BY STATUTE, WHETHER FOR ANY OTHER DELAY DAMAGES ARISING FROM OR PERTAINING TO THE PERFORMANCE OF THIS CONTRACT, WHETHER OCCASIONED BY OR ALLEGED TO HAVE BEEN OCCASIONED IN PART BY, ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT(S) OR OMISSION(S) OF THE CITY, OF ANY OF ITS REPRESENTATIVES, EMPLOYEES, AGENTS, OFFICERS OR ASSIGNS AND AGREES THAT ANY SUCH CLAIM SHALL BE OR HAS BEEN FULLY COMPENSATED FOR BY AN EXTENSION OF TIME TO COMPLETE PERFORMANCE OF THE WORK AND/OR BY BEING INCLUDED IN THE TOTAL BID PRICE. NO CONSEQUENTIAL OR OTHER DELAY DAMAGES OF ANY KIND, INCLUDING HOME OFFICE OVERHEAD, LOST PROFITS, OR ANY OTHER EXPENSES, OTHER THAN ACTUAL COSTS FOR THOSE EXPENSES EXPRESSLY REQUIRED TO BE SHALL BE MADE OR ASSERTED AGAINST THE CITY OF PRESCOTT, ANY OF ITS REPRESENTATIVES, EMPLOYEES, AGENTS, OFFICERS OR ASSIGNS FOR ANY REASON WHATSOEVER. EXCEPTING ONLY THOSE DAMAGES WHICH ARE EXPRESSLY REQUIRED BY STATUTE TO BE NEGOTIATED SHALL NOT BE ENTITLED TO AN INCREASE IN THE CONTRACT SUM OR PAYMENT OR COMPENSATION OF ANY KIND FROM THE OWNER FOR DIRECT, INDIRECT, CONSEQUENTIAL, IMPACT OR OTHER COSTS, EXPENSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF ACCELERATION OR INEFFICIENCY, ARISING BECAUSE OF DELAY, DISRUPTION, INTERFERENCE OR HINDRANCE FROM ANY CAUSE WHATSOEVER.. THE CONTRACTORS SOLE REMEDY SHALL BE TO REQUEST AN EXTENSION OF TIME DUE TO ANY SUCH ALLEGED DELAYS, IN

Agenda Item: Discussion and direction for amendments to City boilerplate contract provisions for implementation of Public Works Capital Projects

WRITING, SETTING FORTH THE BASIS AND ALL FACTS PERTAINING TO THE REQUEST.

Notification of Changed Conditions and Dispute Resolution:

MAG 110 as modified herein:

Delete : Sections 110.3.3(B), 110.3.4 and 110.5

Delete Section 110.4 and INSERT the following:

THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT THEY WILL MEET AND ATTEMPT IN GOOD FAITH TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT THROUGH NEGOTIATION. IN THE EVENT THAT PRELITIGATION ALTERNATIVE DISPUTE RESOLUTION SHALL BE REQUIRED BY EXISTING LAWS OR STATUTES, THEN IN SUCH EVENT THE PARTIES SHALL ENGAGE IN MEDIATION IN ACCORDANCE WITH THE ARIZONA RULES OF COURT FOR MEDIATION IN LITIGATION MATTERS. CONTRACTOR AGREES TO BEAR ALL EXPENSES INCLUDING THE COSTS OF ANY MEDIATOR FOR ANY SUCH MEDIATION.

ARTICLE XIV - MISCELLANEOUS

Attorneys Fees:

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

Pending direction from City Council on desired language changes an amended contract will be prepared for implementation of future Capital Projects.

Attachment - Contractor Questionnaire

Recommended Action: Direct staff to amend relative City boilerplate contract provisions for construction of future Public Works Capital Projects.

CONTRACTOR QUESTIONNAIRE

** Project

Pursuant to the City of Prescott – Procurement Code the contractor is required to submit the following information and complete the following questionnaire.

EXPERIENCE

The contractor's statement of experience shall include information as to the contract amount, type of work, date of completion and the name and address of the owner of the work for each contract completed as a prime contractor. In lieu of any prime contract work, a similar statement should be provided for any subcontract work successfully completed. The experience record shall include the major projects completed within three years from the date of application. Additional information covering experience may also be submitted.

How long has the bidder been doing business as a contractor under the applicant name? _____
As a prime contractor? _____ As a subcontractor? _____

Yes - No

- 1. Has the City of Prescott or other governmental entity incurred costs as a result of contested contract amendment (s) from the undersigned company?
- 2. Has the City of Prescott or other governmental entity been involved in litigation relative to contract performance with the undersigned company as a Prime Contractor or a subcontractor?
- 3. Has the undersigned company ever failed to meet bid specifications or time limits on other contracts?
- 4. Has the undersigned company ever abandoned a contract or refused to perform without legal cause after submitting a bid?
- 5. Has the undersigned company had bidding errors or omissions in two or more bid submissions within a thirty-six month period?
- 6. Has the undersigned company failed to perform or performed unsatisfactory of two or more contracts within a thirty-six month period.
- 7. Does the undersigned company have adequate equipment, personnel and expertise to complete the proposed contract within the stated Contract Schedule?
- 8. Does the undersigned company have a record of safety violations in two or more contracts within a thirty-six month period?
- 9. Have any of the principals of the company been convicted of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such a contract or subcontract within a ten-year period?
- 10. Have any of the principals of the company been convicted of a criminal offense within a ten-year period of embezzlement, theft, bribery, falsification or destruction of records,

receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which might affect responsibility as a municipal contractor?

- 11. Have any of the principals of the company been convicted of state or federal antitrust statutes within a ten-year period arising out of submission of bids or proposals?
- 12. Has the undersigned company been disbarred or a similar proceeding by another governmental entity?
- 13. Has the bidder, or any subsidiary or affiliate of the bidder, ever been denied contractor prequalification by any local, state, or federal agency?
- 14. Does any officer or partner of the applicant have a financial interest in and/or serve, in whole or in part, as an officer or partner in any other construction firm, or related entity?
- 15. Does the undersigned company or any of its affiliates have any outstanding or unresolved complaints registered with the ROC?
- 16. Has the undersigned company or any of its affiliates had any interruptions or lapses in workers compensation coverage in the last 36 months?
- 17. Has the undersigned company or any of its affiliates been issued stop-work, cease-and-desist or any other similar orders within the last 36 months for any reason?
- 18. Has a duly authorized representative from the company made a site visit and investigation as to the site conditions? If so, please provide the following information:

Person(s) conducting site visit: _____

Date of site visit: _____ photos taken? Yes ___ No ___

- 19. **HAS THE UNDERSIGNED UNDERTAKEN ANY PROJECTS IN THE PRESCOTT OR NEARBY AREAS? IF SO, HAS THE UNDERSIGNED DEVELOPED EXPERIENCE WITH AND IS THE UNDERSIGNED FAMILIAR WITH CUSTOMARY AND COMMON TOPOGRAPHICAL, SUBSURFACE, ROAD TRAFFIC CONDITIONS, AND OTHER TYPES OF DRAINAGE, SOIL, AND OTHER GEOGRAPHIC/TOPOGRAPHIC ISSUES COMMON IN THE PRESCOTT AREA? ___ IF YES, PLEASE PROVIDE THE PROJECT(S), EXTENT AND NATURE OF THE COMPANY'S EXPERIENCE _____.**

If you answered "yes" to Items 1-6 or 8-17 or answered "no" to Item 7, please attach a full explanation to this questionnaire.

STATEMENT OF EXPERIENCE

1. List the construction experience of the principal individuals of the applicant:

NOTE: List all officers/key individuals that are active in the management and operation of the firm. A company prepared resume of each officer may be attached in lieu of this section.

A. _____
Name: First Middle Last Present Position

Years in Construction Type of Construction Experience: (Owner, Officer, Manager, Supervisor, Etc.)

B. _____
Name: First Middle Last Present Position

Years in Construction Type of Construction Experience: (Owner, Officer, Manager, Supervisor, Etc.)

C. _____
Name: First Middle Last Present Position

Years in Construction Type of Construction Experience: (Owner, Officer, Manager, Supervisor, Etc.)

D. _____
Name: First Middle Last Present Position

Years in Construction Type of Construction Experience: (Owner, Officer, Manager, Supervisor, Etc.)

2. List the major projects completed by the bidder as a prime contractor. Include the largest projects completed for any public agency.

A. _____
Year Completed Type of Work

Contract Amount Owner Name, Address and Telephone Number

B. _____
Year Completed Type of Work

Contract Amount Owner Name, Address and Telephone Number

C. _____
Year Completed Type of Work

Contract Amount Owner Name, Address and Telephone Number

D. _____
Year Completed Type of Work

Contract Amount Owner Name, Address and Telephone Number

E. _____
 Year Completed Type of Work

 Contract Amount Owner Name, Address and Telephone Number

NOTE: A company prepared list of projects may be attached in lieu of this section if it contains the above information and must clearly define prime from subcontractor projects.

3. If work has not been performed as a prime contractor, list the major projects completed by the applicant as a **subcontractor**:

A. _____
 Year Completed Project and Type of Work

 Contract Amount Prime Contractor name, Address and Telephone Number

B. _____
 Year Completed Project and Type of Work

 Contract Amount Prime Contractor name, Address and Telephone Number

C. _____
 Year Completed Project and Type of Work

 Contract Amount Prime Contractor name, Address and Telephone Number

D. _____
 Year Completed Project and Type of Work

 Contract Amount Prime Contractor name, Address and Telephone Number

E. _____
 Year Completed Project and Type of Work

 Contract Amount Prime Contractor name, Address and Telephone Number

NOTE: A company prepared list may be attached in lieu of this section if it contains the above information.

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____)
) ss:
COUNTY OF _____)

_____ being duly sworn, deposes and says that the foregoing application statements are true and that any depository, vendor or agency therein named is hereby authorized to furnish the City Of Prescott with any information necessary to verify this application.

The undersigned also confirms that all answers are true and correct to the best of their knowledge and acknowledges that any false statements may result in the bid being rejected.

(Name of Firm)

(Signature)

(Title)

(Signer's name typed/printed)

Subscribed and sworn to before me this
_____ day of _____ 20__

My Commission Expires: _____

Notary