

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

**PRESCOTT CITY COUNCIL  
REGULAR VOTING MEETING  
TUESDAY, FEBRUARY 14, 2012  
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** Reverend Julia McKenna Johnson, Each One Reach One

◆ **PLEDGE OF ALLEGIANCE:** Councilman Blair

◆ **ROLL CALL:**

Mayor Kuykendall  
Councilman Arnold  
Councilman Blair  
Councilman Carlow

Councilman Hanna  
Councilman Kuknyo  
Councilman Lamerson

◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

**I. CONSENT AGENDA**

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

A. Approval of the Minutes of the Workshop of the Prescott City Council held January 17, 2012 and the Regular Voting Meeting held January 24, 2012.

**II. REGULAR AGENDA**

A. Public Hearing and consideration of a liquor license application from Noel Arturo Flores, applicant for Arturo's Mexican Restaurant, Inc., for a Series 12, *Restaurant*, license for Arturo's Mexican Restaurant located at 503 Miller Valley Road.

- B. Purchase of SCBA cylinders for the Fire Department and acceptance of a reimbursement grant from the 100 Club.
- C. Adoption of Resolution No. 4120-1230 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott Fire Department to enter into a Base Hospital Agreement with the Yavapai Regional Medical Center for medical control, direction and administrative oversight of all providers relating to paramedic level care (Advanced Life Support) and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- D. Purchase of a tractor and flail mower for Streets Division right-of-way maintenance in the total amount of \$71,709.80.
- E. Purchase of one Automated Side-Load (ASL) body to refurbish an existing ASL truck for the Solid Waste Division in an amount not to exceed \$110,000.00.
- F. Purchasing of an articulating loader (“tool carrier”) for the Solid Waste Transfer Station from Empire Machinery in the amount of \$157,330.00 plus tax.
- G. Special Use Permit to add an emergency generator to an existing cell site at 218 East Willis Street, File No. SUP11-001.
- H. Award of bid and contract for the Willow Creek 14” Transmission Main Reconstruction Project to Earth Resources Corporation, in the amount of \$424,027.48, requiring Davis-Bacon wages.

### 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

<b>COUNCIL AGENDA MEMO – February 14, 2012</b>
<b>DEPARTMENT:</b> City Clerk
<b>AGENDA ITEM:</b> Public Hearing and consideration of a liquor license application from Noel Arturo Flores, applicant for Arturo's Mexican Restaurant, Inc. for a Series 12, <i>Restaurant</i> , license for Arturo's Mexican Restaurant located at 503 Miller Valley Road

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Elizabeth A. Burke, City Clerk	
<b>Finance Director:</b> Mark Woodfill	
<b>Acting City Manager:</b> Craig McConnell 	1-25-12

A Liquor License Application, City No. 12-192, State No.12133508, has been received from Noel Arturo Flores, applicant for Arturo's Mexican Restaurant, Inc., for a Series 12, *Restaurant*, license for **Arturo's Mexican Restaurant** located at 503 Miller Valley Road.

The public hearing will be held at the Regular Council Meeting of Tuesday, February 14, 2012. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

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

<b>Recommended Action:</b> (1) <b>MOVE</b> to close the Public Hearing, and (2) <b>MOVE</b> to approve/deny Liquor License Application No.12133508, for a Series 12, <i>Restaurant</i> , license, for Arturo's Mexican Restaurant located at 503 Miller Valley Road
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## **R19-1-102. Granting a License for a Certain Location**

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

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

### **Historical Note**

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

**ARIZONA STATE LIQUOR LICENSES  
TYPES / PURPOSES  
AS OF 09/10**

**SERIES 01 -- *In-State Producer's License***

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

**SERIES 02 -- *Out-of-State Producer's License***

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

**SERIES 02L -- *Limited Out-of-State Winery Application License***

Allows an out-of-state winery to sell 50 cases of wine or less per calendar year and ship the wine into the state to an Arizona licensed wholesaler.

**SERIES 02L -- *Limited Out-of-State Domestic Farm Winery Application License***

Allows an out-of-state domestic winery within or outside of the U.S. to produce less than 20,000 gallons of wine annually and ship the wine into the state to a licensed wholesaler.

**SERIES 02L -- *Limited Out-of-State Domestic Microbrewery Application License***

Allows an out-of-state domestic microbrewery within or outside of the U.S. to ship beer into the state to a licensed Arizona wholesaler.

**SERIES 03 -- *Domestic Microbrewery License***

Allows the licensee of a microbrewery to manufacture or produce at least 5,000 gallons but less than 310,000 gallons of beer annually.

**SERIES 04 -- *Wholesaler's License***

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

**SERIES 05 -- *Government License***

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

**SERIES 06 -- *Bar License – TRANSFERABLE***

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

**SERIES 07 -- *Beer and Wine Bar License - TRANSFERABLE***

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

**SERIES 08 -- *Conveyance License (Airplanes, Trains, and Boats)***

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

**SERIES 09 -- Liquor Store License (All spirituous liquors) - TRANSFERABLE**

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. (Also available a Series 09S – Sampling Privileges)

**SERIES 10 -- Beer and Wine Store License (Beer and wine only)**

Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. (Also available a Series 10S – Sampling Privileges)

**SERIES 11 -- Hotel/Motel License (with Restaurant)**

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

**SERIES 12 -- Restaurant License**

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

**SERIES 13 -- Domestic Farm Winery License**

Allows a domestic farm winery licensee to manufacture or produce more than 200 gallons, but less than 40,000 gallons on wine annually.

**SERIES 14 -- Club License**

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

**SERIES 15 -- Special Event License**

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

**SERIES 16 -- Wine Festival/Wine Fair License (Temporary)**

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

**SERIES 17 -- Direct Shipment License**

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

<b>COUNCIL AGENDA MEMO – February 14, 2012</b>	
<b>DEPARTMENT:</b> Fire	
<b>AGENDA ITEM:</b> Purchase of SCBA cylinders and acceptance of a reimbursement grant from the 100 Club	

<b>Approved By:</b>	<b>Date:</b>
<b>Department Director:</b> Bruce Martinez, Fire Chief	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	2-3-12

**Background**

The Fire Department needs to replace 24 Self Contained Breathing Apparatus (SCBA) air cylinders. The air cylinders have a maximum service life of 10 years per the National Institute of Occupational Safety and Health (NIOSH) and the Occupational Safety and Health Administration (OSHA) standards. Our cylinders are reaching their expiration date this year. The International Safety Instruments (ISI) brand SCBA air pack units that we have today were purchased in 2003 from FDC Rescue Products.

The 100 Club is a 501(c) (3) non-profit organization. Their mission is to give financial aid to public safety personnel who have been seriously injured and to help the families who have lost a loved one in the line of duty. One of their new programs is to provide financial aid, in the form of safety enhancement stipends, to public safety departments throughout the State. The 100 Club is funded by membership dues, endowments, and charitable campaigns. Prescott Fire submitted a safety enhancement stipend application to the 100 Club on November 24, 2011, to aid in the purchase of SCBA cylinders.

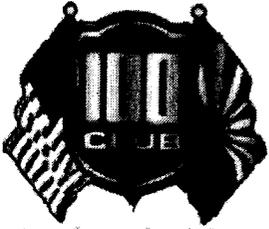
**Status**

On January 12, 2012, Prescott Fire was notified that it was granted a safety enhancement stipend award from the 100 Club. The award is not to exceed \$19,000, and is specifically for the purchase of 24 ISI SCBA cylinders. The Fire Department will purchase the cylinders from FDC Rescue Products, the distributor of the ISI brand. No other brand of cylinder is interchangeable with the City's ISI air packs. Attached are the FDC Rescue Products quote in the amount of \$18,483.20, and the award letter from the 100 Club which specifies the reimbursement procedures and stipulations.

**Financial**

With Council approval, the Fire Department will order the cylinders from FDC Rescue Products prior to the April 12, 2012, deadline set forth by the 100 Club. The 100 Club then will reimburse the City within 14 days of receiving the paid invoice.

**Recommended Action:** **MOVE** to approve (1) the purchase of 24 SCBA cylinders from FDC Rescue Products in the amount of \$18,483.20; and (2) acceptance of a reimbursement from the 100 Club in an amount not to exceed \$19,000.00 for the cylinders.



*Standing Behind the Men  
and Women Who Stand  
Behind the Badge*

**HOME OFFICE LOCATION**

**PHOENIX**  
5033 N 19th AVENUE  
Suite 123  
PHOENIX, AZ 85015  
PHONE: 602-485-0100  
FAX: 602-242-1715

**BRANCH OFFICE - TUCSON**  
520-248-7626

[www.100club.org](http://www.100club.org)

**Executive Director:**  
Sharon Knutson-Felix

**President:** John Jennings  
**Vice President:** George Weisz  
**Secretary:** Diane Scherer  
**Treasurer:** Jack Cross

**2010-2011 Board of Directors**

Sharon Allen  
Hal Becker  
David Bradley  
Bud Davidson  
Mark Hester  
Russ Homes  
Steve Horrell  
Thomas Jonovich  
Bob Khan  
Sue Klima  
Howard Lang  
Kathy Mayberry  
Chris Moore  
Rick Romley  
Jim Ryan  
Joe Scheid  
Scott Wede  
Ronald Westad

100 CLUB OF ARIZONA  
Is a charitable non-profit  
Arizona Corporation  
(Az Corp #00082094-4)  
Federal 501 (C)(3)  
TIN 23-7172977

January 12, 2012

Chief Bruce Martinez  
Prescott Fire Department  
1700 Iron Springs Rd.  
Prescott, AZ 86305

Re: 100 Club Safety Enhancement Stipend

Dear Chief Martinez:

The 100 Club is pleased to announce that the Prescott Fire Department is a recipient of the 100 Club of Arizona's Safety Enhancement Stipend Awards for the 4th Qtr. 2011.

The award is not to exceed \$19,000.00, for the purchase of 24 ISI SCBA (Self Contained Breathing Apparatus Cylinders). Please follow the procedures and specifications below to secure your safety equipment.

1. The equipment must be ordered within 60 days of notification of the stipend approval, (04/12/2012).
2. The 100 Club will reimburse your agency within 14 days of receiving a paid invoice.
3. If a reimbursement is requested, all invoices are to be dated and signed by the head of the requesting agency or their designee and must be submitted for reimbursement within 120 days of this notice. Delays directly responsible by the agency may result in forfeiture of the stipend.
4. Upon the agency receiving the items ordered, the invoice and letter of confirmation signed by the authorized person for that agency should be sent to the 100 Club.  
  
(You must note in the letter that the items were received in satisfactory condition )
5. The 100 Club will verify the invoice with the original request. Reimbursements or payments will only be made for the original amount requested and approved and will not exceed the amount of the invoice.

If you have any questions, please call or email Patti Ballentine, Operations Manager at 602-485-0100 or [pattib@100club.org](mailto:pattib@100club.org).

Sincerely,

Sharon Knutson-Felix  
Executive Director

The 100 Club of Arizona is a non-profit organization that provides immediate financial assistance to families of public safety officers and firefighters who are seriously injured or killed in the line of duty and to provide resources to enhance their safety and well-being.



# Estimate # 2188

Bill To: Prescott Fire Department  
Accounts Payable  
1700 Iron Springs Road  
Prescott, AZ 86305

Ship To: Prescott Fire Department  
Attn: Chad Dougan  
1700 Iron Springs Road  
Prescott, AZ 86305

Date	Terms	<i>All estimates valid for 30 days unless otherwise indicated.</i>	F.O.B.		Rep
12/23/2011	Net 30		Lawrenceville, GA		DAP
Part Number	Description		Qty	Cost	Total
124002	Spare Cylinder, 30-Minute, 4500 PSI Carbon Fiber		24	690.00	16,560.00T
Shipping	Shipping & Handling		1	350.00	350.00
This estimate valid for 45 days from date of estimate.					
Shipping Charges are provided as an ESTIMATE ONLY. Actual S/H will be added to your invoice.			<b>Subtotal</b>		\$16,910.00
<a href="http://www.FDCrescue.com">www.FDCrescue.com</a>			<b>Sales Tax (9.5%)</b>		\$1,573.20
			<b>Total</b>		\$18,483.20



To accept quotation, sign here. \_\_\_\_\_

Your Purchase Order No. \_\_\_\_\_

**COUNCIL AGENDA MEMO – February 14, 2012**

**DEPARTMENT:** Fire

**AGENDA ITEM:** Resolution No. 4120-1230 approving renewal of Base Hospital Agreement

**Approved By:**

**Date:**

**Department Head:** Bruce Martinez, Fire Chief

**City Manager:** Craig McConnell

*for Craig McConnell 2-8-12*

**Background**

State Statutes require that the Arizona Department of Health Services (ADHS) regulate Emergency Medical Services (EMS) in the State of Arizona. One of the ADHS' regulations is to ensure that providers of Paramedic level care (Advanced Life Support) have an agreement with a Base Hospital for medical control, direction, and administrative oversight. For more than 30 years, the City of Prescott has had an agreement with Yavapai Regional Medical Center (YRMC) for this purpose. The agreement requires City Council annual approval and of any amendment or revision requested by either party. The agreement sets out the expectations for the Provider Agency (City of Prescott Fire Department) and the Base Hospital (YRMC).

**Status**

The attached agreement has not been changed from the current one approved by Council on January 25, 2011. The Base Hospital Agreement meets all of the ADHS regulations and statutes, and has been approved by the City Legal Department. The term of this agreement is January 1, 2012, to December 31, 2012.

**Financial**

There are no financial implications to these agreements.

**Recommendation: MOVE** to adopt Resolution No. 4120-1230.

**RESOLUTION NO. 4120-1230**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT FIRE DEPARTMENT TO ENTER INTO A BASE HOSPITAL AGREEMENT WITH THE YAVAPAI REGIONAL MEDICAL CENTER FOR MEDICAL CONTROL, DIRECTION AND ADMINISTRATIVE OVERSIGHT OF ALL PROVIDERS RELATING TO PARAMEDIC LEVEL CARE (ADVANCED LIFE SUPPORT) AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE**

**RECITALS:**

WHEREAS, for more than 30 years the City of Prescott Fire Department and the Yavapai Regional Medical Center (YRMC) have had an annual agreement for medical control, direction, and administrative oversight of all providers relating to Paramedic level care (Advanced Life Support); and

WHEREAS, the City of Prescott Fire Department and the Yavapai Regional Medical Center wish to enter into the attached Base Hospital Agreement, Exhibit "A", hereto, which has had no changes since approval by Council on January 25, 2011, and the Agreement mirrors current state guidelines and meets all the current rules under the Arizona Department of Health Services (ADHS) regulations and statutes; and

WHEREAS, there are no financial obligations of this Agreement.

**ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby approves the attached Base Hospital Agreement (Exhibit "A") between Yavapai Regional Medical Center and the City of Prescott Fire Department for medical control, direction, and administrative oversight of all providers relating to Paramedic level care (Advanced Life Support).

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 14<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ELIZABETH A. BURKE, City Clerk

\_\_\_\_\_  
GARY D. KIDD, City Attorney

## BASE HOSPITAL AGREEMENT

This AGREEMENT is made between **YAVAPAI COMMUNITY HOSPITAL ASSOCIATION dba YAVAPAI REGIONAL MEDICAL CENTER**, a health care facility licensed under the laws of the State of Arizona, hereinafter referred to as "Base Hospital", and **PRESCOTT FIRE DEPARTMENT**, hereinafter referred to as "Provider Agency", licensed to provide pre-hospital care services under the laws of the State of Arizona.

### Base Hospital shall:

1. Be designated and referred to as "Base Hospital" for the purpose of being identified as the regional facility with primary responsibility for medical control with respect to the services provided under its auspice.
2. Execute a written contract with an agency that employs emergency medical technicians in a prehospital setting, to be reviewed and updated yearly. The base hospital shall maintain written verification that the yearly review and update was performed.
3. Provide both administrative and on-line medical direction to the prehospital emergency medical technicians that are employed by the agency.
4. Establish a procedure to replace disposable, medical (fire only), and pharmaceutical supplies for the contracted provider agency after the patient care has been terminated by the agency.
5. Establish a provision to dispose of contaminated waste that meets federal and state regulation.
6. Base hospital agrees to investigate and resolve agency complaints about the base hospital, its procedures, the medical director, emergency physician, nurse, or other base hospital employees by referring the complaint to the Administrative Medical Director or his/her designee. Complaints about the Administrative Medical Director will be directed to the Emergency Department Medical Director.
7. Contain a provision that establishes;
  - A. Written procedures to withdraw or suspend medical direction
  - B. Written medical direction requirements for the emergency medical technicians; and
  - C. Written procedure for notifying the employing agency and the emergency medical technician of the withdrawal or suspension of medical direction.
8. Appoint an administrative medical director that meets the qualifications and responsibilities of AZDHS rules and regulations R9-25-204.
  - A.. An individual shall not act as an administrative medical director unless the individual:
    1. Is a physician; and
    2. Meets one of the following:
      - a. Has emergency medicine certification from a specialty board recognized by the Arizona Medical Board or the Arizona Board of Osteopathic Examiners in Medicine and Surgery;

- b. Has completed an emergency medicine residency training program accredited by the Accreditation Council for Graduate Medical Education or approved by the American Osteopathic Association; or
  - c. Is practicing emergency medicine and has:
    - i. Proficiency in advanced emergency cardiac life support,
    - ii. Proficiency in advanced trauma life support, and
    - iii. Proficiency in pediatric emergency care.
- B. An administrative medical director shall act only on behalf of:
  - 1. An emergency medical services provider;
  - 2. An ambulance service;
  - 3. An ALS base hospital certified under this Article;
  - 4. A centralized medical direction communications center; or
  - 5. The Department, as provided in A.R.S. 36-2202(J).
- C. An administrative medical director:
  - 1. Shall coordinate the provision of administrative medical direction to EMT's; and
  - 2. May delegate responsibilities to an individual as necessary to fulfill the requirements in this Section, if the individual is:
    - a. A physician,
    - b. A physician assistant,
    - c. A registered nurse practitioner,
    - d. A registered nurse,
    - e. A practical nurse, or
    - f. An EMT-1 or EMT-P
- D. An administrative medical director shall:
  - 1. Ensure that an EMT receives administrative medical direction as required under A.R.S. Title 36, Chapter 21.1 and this Chapter;
  - 2. Approve, ensure implementation of, and annually review treatment protocols, triage protocols, and communications protocols for an EMT to follow that are consistent with:
    - a. A.R.S. Title 36, Chapter 21.1 and this Chapter; and
    - b. The EMT's scope of practice as identified under Article 4 & 5 of this Chapter;
  - 3. Approve, ensure implementation of, and annually review policies and procedures that an EMT shall follow for medical recordkeeping, medical reporting, and completion and processing of prehospital incident history reports that are consistent with:
    - a. A.R.S. Title 36, Chapter 21.1 and this Chapter; and
    - b. The EMT's scope of practice as identified under Article 4 & 5 of this Chapter;
  - 4. Approve, ensure implementation of, and annually review policies and procedures governing the administrative medical direction of an EMT, including policies and procedures for:

- a. Monitoring and evaluating an EMT's compliance with treatment protocols, triage protocols, and communications protocols;
  - b. Monitoring and evaluation an EMT's compliance with medical recordkeeping, medical reporting, and prehospital incident history report requirements;
  - c. Monitoring and evaluating an EMT's performance as authorized by the EMT's scope of practice as identified under Article 4 & 5 of this Chapter;
  - d. Ensuring that an EMT receives ongoing education, training, or remediation necessary to promote ongoing professional competency and compliance with EMT standard or practice established in R9-25-410;
  - e. Withdrawing an EMT's administrative medical direction; and;
  - f. Reinstating an EMT's administrative medical direction; and;
5. Approve, ensure implementation of, and annually review policies and procedures for a quality assurance process to evaluate the effectiveness of the administrative medical direction provided to EMT's.
- E. An administrative medical director shall
1. Annually document that the administrative medical director has reviewed A.R.S. Title 36, Chapter 21.1 and this Chapter; and
  2. Ensure that an individual to whom the administrative medical director delegates authority to fulfill the requirements in this Section annually documents that the individual has reviewed A.R.S. Title 36, Chapter 21.1 and this Chapter.
9. Assure that all emergency physicians who provide on-line medical direction to prehospital personnel meet requirements of AZDHS regulation (R9-25-203):
10. Have necessary communications equipment that is operational, compatible with EMSCOM system (if available in their area), located in the emergency room, has a dedicated line, with the capability of recording communication between base hospital and emergency medical personnel. Base hospital shall also have policy and procedures in place for communication notification and alternative communications. Flagstaff Medical Center will act as an alternate.
11. Communicate as soon as it is practically possible all pertinent patient management information when a patient is to be transported to a receiving facility other than base hospital. In that event, care of the patient and direct communications, with the emergency medical technician rendering that care may be transferred to the medical control of authority of said receiving facility, if it is a hospital medical control authority. Exception to this will be a mass casualty incident.
12. Respond to all requests for radio or telephone medical direction by emergency medical technicians of provider agency as promptly as possible in a cooperative and responsible manner.

13. Medical direction shall be consistent with NAEMS Field Treatment Protocols and with the rules and regulation of AZDHS.
14. Provide adequate structural and facility resources to allow for the training of emergency medical technicians, to include:
  - A. Process integration of information, access contact supervisor at station.
  - B. Hospital will continue to meet requirements as a training center for the re-certification of EMTs. This training center would be available for Y.R.M.C. personnel and agency personnel.
  - C. Hospital to provide space for run review. Hospital and agencies to jointly determine issues to be reviewed. The Base Hospital will provide a separate area for completion of documentation and of re-supplies for agency personnel.
15. Provide for on-line medical direction, (if applicable) to field units in remote assignments outside the jurisdiction of the fire department boundaries. (Fire only)
16. Upon arrival to the emergency center, the hospital staff will assist with the effective transfer of the patient in an orderly and timely manner.
17. Provide Base Hospital orientation to new ALS providers within a 5-day period from time of request.
18. Provide a mechanism for timely notification of potential infectious disease exposure to agencies personnel.
19. Will indemnify the Administrative Medical Director and/or any physician acting as the Administrative Medical Director, and Medical Services of Prescott Emergency Physician Group harmless for liability not directly caused by the Base Hospital.

**Provider Agency Shall:**

1. Provide an emergency vehicle staffed by basic emergency technicians twenty-four (24) hours per day, and by ALS personnel, whenever possible. Volunteer agencies that do not incorporate emergency medical technicians must have first responders available for purpose of delivering emergency care.
2. Agencies will notify the Base Hospital immediately regarding separation of ALS personnel.
3. Agency personnel will have identification with name and agency.
4. Have working communication equipment that allows base hospital medical direction communication with emergency medical technicians in the field.
5. Utilize NAEMS Field Treatment Protocols to determine patient treatment in the event of the unavailability of on-line medical direction or contact alternate base hospital.
6. Provide the administrative medical director with adequate and appropriate access to prehospital personnel and records for purposes of performance evaluation, and training.

7. When ALS skills have been instituted, the emergency medical technician with the highest skill level shall be in charge of patient care. This ALS provider will contact the Base Hospital and communicate specific components of the patient's assessment, treatment, and other pertinent information. Upon the consent of the Physician, patients may be designated BLS and transported accordingly.
8. Upon arrival to the emergency center, ALS personnel shall, in an orderly and timely manner, transfer the patient (s) to the hospital's emergency medical staff. Provider Agency personnel shall assist and cooperate in the transferring of the patient (s) into the treatment area of the emergency center, and assist with continued treatment if needed or requested by the hospital staff. The Provider Agency shall have no further duty to the patient upon completion of the transfer. Transfer shall be defined as completion of verbal and required documentation report with signature of accepting physician or nursing personnel.
9. Whenever Provider Agency personnel are performing service on the premises of Base Hospital, such personnel shall be considered independent contractors and not as agency or physician or hospital staff. Provider Agency personnel shall not be under the supervision, management, direction, or control of Base Hospital in the performance of their duties, except as provided for in this agreement.
10. That the ALS personnel assigned to the Base Hospital shall not be assigned concurrently to any other facility for administrative medical direction.
11. Provider Agency agrees to cooperate with the Base Hospital to investigate and resolve patient, physician, and nurse complaints about the agency, its procedures, and agency personnel.
12. Nothing in this Agreement shall prohibit Base hospital from entering into similar agreements with other parties.
13. Will indemnify the Administrative Medical Director and/or any physician acting as the Administrative Medical Director, and Medical Services of Prescott Emergency Physician Group harmless for liability not directly caused by the Provider Agency.

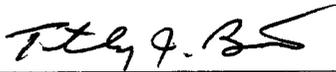
**Base Hospital and Provider Agency shall:**

1. Conduct themselves pursuant to this Agreement based on integrity, respect, and professionalism. Utilizing the five values list of YRMC; Respect, Integrity, Accountability, Commitment, and Quality.
2. Implement a process to develop and review policies and procedures that all emergency medical personnel must follow.
3. Develop a written quality improvement process in consultation with Y.R.M.C. Q.I. department.
4. Have a written process for evaluation of each EMT, to assess the EMT's clinical competency and compliance with protocols, by the Administrative Medical Director. The basis for clinical competency will be established utilizing current data relating to specific procedures within the EMT's scope of practice.
5. Participate in Pre-Hospital Committee.
6. To each maintain adequate public and professional liability insurance with a company licensed to do business in Arizona to cover personal injury and property damage caused by the acts or omissions of their respective personnel in

an amount not less than \$1,000,000.00 per occurrence. Each party shall forward to the other a certificate of such insurance, or be self-insured. Thirty days advance written notice of cancellation, non-renewal, or substantial change shall be given.

7. To comply, where applicable, with the requirement of Arizona Revised Statutes of the Rules and Regulations of the Arizona Department of Health Services in the performance of their respective functions under the agreement. Said ADHS regulations are incorporated herein by the reference.
8. To comply with Federal regulation and HIPAA requirements: Whereas the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. §§ 160, 164 ("HIPAA"), adopted by the United States Congress, requires confidentiality of protected health information received by a Covered Entity, for the purpose of this agreement both parties are considered 'Covered Entities'.
9. That this writing constitutes the entire Agreement entered into by and between the parties and supersedes any prior Agreement or understanding of the parties in this matter whether oral or written. Any modification of this Agreement shall be invalid unless stated in writing and signed by both parties.
10. That this agreement shall commence on **January 1, 2012** and shall be reviewed sixty (60) days prior to end date of **December 31, 2012** and signed by hospital and Provider Agency for renewal, and shall not be terminated unless terminated in writing by either of the parties at least thirty (30) days prior to the end of any one year period.
11. That this Agreement is executed in original and one more counterparts, any of which may be considered an original agreement if signed in original.
12. Pursuant to ARS Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of the City is, at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in writing, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of the Agreement.

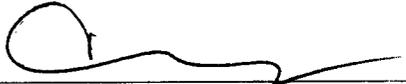
IN WITNESS WHEREOF, the parties have set their signature,



\_\_\_\_\_  
Timothy J. Barnett  
Chief Executive Officer  
Yavapai Regional Medical Center  
Base Hospital

1-3-12

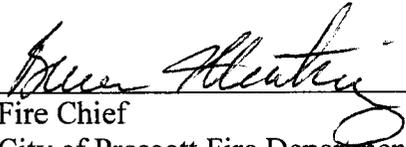
Date



\_\_\_\_\_  
Christopher Lampe, M.D.  
EMS Administrative Medical Director  
Yavapai Regional Medical Center  
Base Hospital

1/30/12

Date



\_\_\_\_\_  
Fire Chief  
City of Prescott Fire Department  
Provider Agency

1-16-12

Date

\_\_\_\_\_  
City Manager  
City of Prescott  
Provider Agency

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Prescott  
Provider Agency

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
City Clerk  
City of Prescott

\_\_\_\_\_  
Date

**COUNCIL AGENDA MEMO – February 14, 2012**

**DEPARTMENT:** Field and Facilities Services

**AGENDA ITEM:** Purchase of a tractor and flail mower for right-of-way maintenance in the total amount of \$71,709.80

**Approved By:**

**Date:**

**Division Head:** Bobbie King, Streets Superintendent

**Finance Director:** Mark Woodfill

**City Manager:** Craig McConnell



2-2-12

**Summary**

The Streets Division is seeking approval to purchase a tractor and flail mower to replace a 40-year-old John Deere 300 series tractor and "Brush Hog" attachment currently in use.

**Background**

Citywide, more than 24 acres are maintained with this equipment. This acreage is located in proximity to pedestrian and motor traffic. The flail mower design is much safer and more efficient than the "Brush Hog." The existing John Deere requires increased maintenance each year – upwards of 48 hours by the operators for minor maintenance and to keep the blades sharp, and an average of 27 hours by the Central Garage mechanics to keep the tractor operating. The new machine will enable the crews to improve the year-round appearance of the City, with less routine equipment maintenance required.

**Bid Information**

Per the bid tabulation below Bingham Equipment Company out of Cottonwood, Arizona is the low, responsive, responsible bidder. Purchase of the tractor and flail mower from Bingham Equipment is recommended in the total amount of \$71,709.80. Sales tax is included in the bids.

<b>Company</b>	<b>Location</b>	<b>Item Bid</b>	<b>Bid</b>
Bingham Equipment Co	Cottonwood, AZ	New Holland T5040/Alamo	\$71,709.80
Arizona Machinery Co	Avondale, AZ	John Deere 5085M/Tiger	\$85,266.56
United Procurement	Red Oak, TX	John Deere 5083/Tiger	\$88,130.00

**Financial Impact**

Funding for the purchase of this equipment is included in the approved Streets Division FY12 budget.

**Recommended Action: MOVE** to approve the purchase of one New Holland T5040 tractor and Alamo flail mower from Bingham Equipment Company in the total amount of \$71,709.80.

**COUNCIL AGENDA MEMO – February 14, 2012**

**DEPARTMENT:** Field Operations – Solid Waste Division

**AGENDA ITEM:** Purchase of One Automated Side-Load (ASL) body to refurbish an existing ASL truck for the Solid Waste Division in an amount not to exceed \$110,000.00

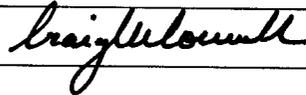
**Approved By:**

**Date:**

**Division Head:** Brad Frisk, Solid Waste Superintendent

**Finance Director:** Mark Woodfill

**City Manager:** Craig McConnell



1-30-12

**Summary**

The Sanitation Division is requesting authorization to purchase a replacement body for the purpose of refurbishing an existing Automated Side-Load (ASL) truck.

**Background**

Vehicle #1185 has reached its six-year life span, and needs to be replaced or refurbished due to increasing maintenance costs. After six years, refuse collection trucks require a total floor replacement as well as a total arm assembly replacement in order to reduce the cost of maintenance and continue effective operations. The maintenance cost forward for a truck that has been in service for six years can be expected to nearly double to total between \$50,000 and \$75,000 per year.

Rather than purchase a completely new replacement vehicle at a cost of between \$225,000 and \$250,000, the Sanitation Division is requesting authorization to purchase a replacement ASL body only and to refurbish vehicle #1185. Refurbishment of the existing vehicle, through replacement of the body and side arm, is expected to extend its service for up to an additional six years, at half the cost of replacing the entire vehicle.

Fleet Services will perform the disassembly of the existing truck, inspect the cab and chassis for any necessary repairs and salvage the old ASL body for disposal. The cost of the remaining refurbishment of the vehicle is estimated at \$110,000 and includes the cost of equipment, parts and labor necessary to purchase and install a Scorpion ASL body, arm and accessories for one ASL truck.

**Bid Information**

The refurbishment of one ASL truck will be arranged through use of City of Tucson Contract # 110051. Tucson's contract is with Arizona Refuse Sales, LLC, and includes all costs for a DaDee Manufacturing Scorpion ASL body, arm and accessories to be installed on an existing cab and chassis. Tucson conducted a competitive bid process for which Arizona Refuse Sales was the successful bidder. Tucson's contract is part of the SAVE program, a co-op group of cities, schools and counties in Arizona which have

**Agenda Item:** Purchase of One Automated Side-Load Truck (ASL) body to refurbish an existing ASL truck for the Solid Waste Division in an amount not to exceed \$110,000.00

banded together to “piggyback” off of each other’s contracts. The City of Prescott is a participant in the SAVE Co-op.

## **Financial**

The FY 2012 Solid Waste Administration Budget includes \$110,000 for refurbishment of one front-load refuse truck. In evaluating the front-load truck it became apparent that the cab and chassis are not viable and refurbishment would not be cost-effective. In order to maximize fleet performance and reliability, the Division is recommending refurbishment of Vehicle #1185 (ASL truck) as a substitution for the front-load unit, which will be budgeted for replacement in a future fiscal year.

**Recommended Action:** MOVE to approve the purchase of one Automated Side-Load (ASL) truck body from Arizona Refuse Sales, LLC, including refurbishment of Vehicle #1185, in an amount not to exceed \$110,000.00.

**COUNCIL AGENDA MEMO – 02/14/2012**

**DEPARTMENT:** Field & Facilities – Solid Waste Division

**AGENDA ITEM:** Purchase of an articulating loader (“tool carrier”) for the Solid Waste Transfer Station from Empire Machinery in the amount of \$157,330.00 plus tax

**Approved By:**

**Date:**

<b>Division Head</b>	Brad Frisk, Solid Waste Superintendent	
<b>Finance Director:</b>	Mark Woodfill	
<b>City Manager:</b>	Craig McConnell <i>Craig McConnell</i>	1-26-12

**Summary**

The Solid Waste Division is requesting approval for the purchase of one (1) articulating loader, also known as a tool carrier, to replace an existing unit used by the Solid Waste Transfer Station.

**Background**

An articulating loader, also known as a tool carrier for its ability to easily change loading tools from pusher to bucket to fork lift, is used constantly at the Transfer Station on Sundog Ranch Road to move refuse and recyclable materials, which are dumped onto the transfer station floor and loaded onto transfer trailers for ultimate disposal at the Grey Wolf Landfill. The tool carrier that is being replaced is a 2001 Caterpillar 930G with 13,000 hours of use. Replacement is recommended at 10,000 hours of use. The current equipment is operating past its reliable service life expectancy and is becoming unreliable. If replaced, the 2001 Caterpillar will be put into “back-up service” and the current “back-up” tool-loader will be sold for trade-in credit as shown in the bid tab.

**Bid Results**

Four sealed bids were opened on November 17, 2011. As listed in the following Bid Tab, three of the four bids received contained numerous critical exceptions that resulted in those three bidders not meeting the minimum specifications of the bid. These exceptions resulted in the bidders quoting on equipment that does not meet the requirements of use in the solid waste operation. Because the minimum specifications were not met, these three bids were deemed non-responsive.

<b>Vendor</b>	<b>Vehicle Bid (Unit)</b>	<b>Unit Bid Price</b>	<b>Credit for Trade-In</b>	<b>Net Unit Cost</b>	<b>Critical Exceptions</b>
Medley Material Handling <i>(Non-Responsive Bid)</i>	2011 JCB 426 HT	\$ 164,800.00	\$(20,000.00)	<b>\$144,800.00</b> plus tax	13
RDO Equipment <i>(Non-Responsive Bid)</i>	2012 John Deere 544 KWH	\$ 187,301.88	\$(20,445.00)	<b>\$166,856.88</b> plus tax	21
Falcon Power <i>(Non-Responsive Bid)</i>	2012 Case 721 FXT	\$ 212,100.00	\$ (5,000.00)	<b>\$207,100.00</b> plus tax	29
<b>Empire Machinery*</b> <b>*Successful Bidder</b>	<b>2011 Caterpillar</b> 930 H	<b>\$ 181,830.00</b>	<b>\$(24,500.00)</b>	<b>\$157,330.00</b> plus tax	<b>0</b>

**Agenda Item:** Purchase of an articulating loader (“tool carrier”) for the Solid Waste Transfer Station from Empire Machinery in the amount of \$157,330.00 plus tax

Empire Machinery is recommended as the successful bidder with a net unit cost for one 2011 Caterpillar 930 H of \$157,330 plus tax. The net unit cost is the result of a unit bid price of \$181,830 for the new equipment, plus a credit for the guaranteed trade-in value that the City will receive for the existing “back-up” tool carrier.

**Budget**

The Solid Waste Division FY 2012 budget includes \$200,000 for the purchase of a new articulating loader.

**Recommended Action:** **MOVE** to approve the purchase of an articulating loader (“tool carrier”) for the Solid Waste Transfer Station from Empire Machinery in the amount of \$157,330.00 plus tax.

<b>COUNCIL AGENDA MEMO – February 14, 2011</b>
<b>DEPARTMENT:</b> Community Development
<b>AGENDA ITEM:</b> Special Use Permit to add an emergency natural gas generator to an existing cell site at 218 East Willis Street, File No. SUP11-001

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Tom Guice, Community Development Director	
<b>City Manager:</b> Craig McConnell, City Manager <i>Craig McConnell</i>	2-2-12

**Request**

Verizon Wireless is requesting a Special Use Permit to place an emergency natural gas generator unit at its existing cell site at 218 E. Willis Street. The unit will be concealed behind a new 6-foot tall block wall enclosure which measures 12-ft. long by 12-ft. wide. The generator will be run for a minimum of one hour each month for maintenance and will operate during periods of power outages to insure network viability in case of an emergency. The projected average decibel level measured at the property line will be approx. 65Db.

**Background**

This cell site was first developed in the mid 1990's. In July, 1998, the City adopted Ordinance No. 3770 which included language regulating wireless communication facilities. The Special Use Permit (SUP09-004) for this location was approved in October, 2009, and comprises a 50' tall Core-ten steel mono pole with top mounted antennas. The associated electronic equipment room is located in the adjacent garage. The subject property is the location of Country Wide Communications, a local communications service provider.

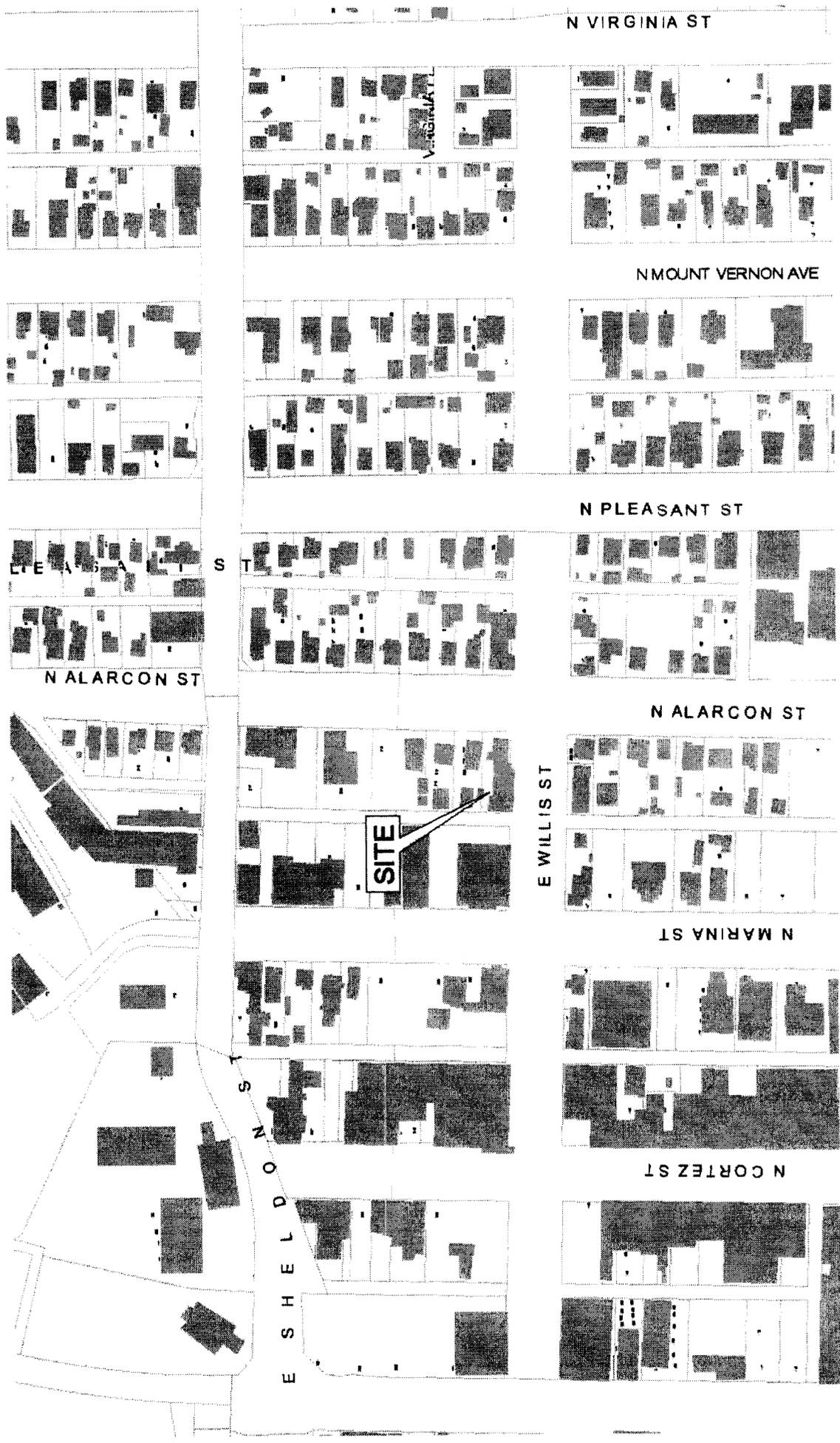
Staff received no written comments from area property owners. One adjacent property owner did speak in support of the request at the Planning and Commission meeting.

**Planning Commission Recommendation**

At their January 27, 2012, meeting, the Commission voted 7:0 to recommend approval with two conditions relating to color of wall and hours for equipment testing.

Attachments: - Location Map  
Site Plans

<p><b>Recommended Action:</b> MOVE to approve SUP 11-001 with the following conditions of approval: 1) Paint block wall a white or grey color to match existing buildings; and 2) Generator testing shall be conducted during business hours 8 AM to 5 PM Monday through Friday.</p>
--



N VIRGINIA ST

N MOUNT VERNON AVE

N PLEASANT ST

L E A S A I T S T

N ALARCON ST

N ALARCON ST

E WILLIS ST

N MARINA ST

N CORTEZ ST

E S H E L D O N

SITE





**COUNCIL AGENDA MEMO – February 14, 2012**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Award of bid and contract for the Willow Creek 14" Transmission Main Reconstruction Project to Earth Resources Corporation, in the amount of \$424,027.48, requiring Davis-Bacon wages

**Approved By:**

**Date:**

<b>Department Head:</b> Mark Nietupski, Public Works Director	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	<i>2-3-12</i>

**Item Summary**

This item is to approve a construction contract with Earth Resources Corporation, Dewey, Arizona, for installation of a new Ductile Iron 14-inch water transmission main in the vicinity of Willow Creek Road and Willow Lake Road (see attached map). The new transmission main will replace a damage-prone, undersized segment of Asbestos Cement Pipe (ACP) that crosses Willow Creek in this area.

**Background**

The existing 12-inch water transmission main was constructed in 1981 between Willow Creek Road and Willow Lake Road, crossing Willow Creek. The portion of water main which crosses Willow Creek has been washed out twice in the last 15 years by high stormwater flows. This project will replace the existing 12-inch transmission main with a new 14-inch Ductile Iron Pipe segment upsized per the City Water Model to ensure adequate sustainable service and fire flows in this area.

This project generally consists of the installation of 1,334 LF of 14-inch Ductile Iron Pipe (DIP) and the abandonment of the existing 12-inch ACP transmission main. The new 14" water main will be mechanically secured to the Willow Creek Road bridge abutment and installed into bedrock and encased with reinforced concrete where it crosses Willow Creek to prevent future washout.

The 12" main abandonment also requires demolition of a vault structure and installation of approximately 400 lineal feet of 14" DIP along Willow Lake Road to complete the project.

**Bid Results**

A mandatory pre-bid meeting was held on January 4, 2012. On January 19, 2012, nine bids were received from companies around the state, summarized below.

**Agenda Item:** Award of bid and contract for the Willow Creek 14" Transmission Main Reconstruction Project to Earth Resources Corporation, in the amount of \$424,027.48, requiring Davis-Bacon wages

<u>Company</u>	<u>Location</u>	<u>Davis-Bacon Bid</u>
<b>Earth Resources Corporation</b>	<b>Dewey, AZ</b>	<b>\$424,027.48</b>
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	\$448,623.20
CLM Earthmovers, LLC	Prescott, AZ	\$448,968.14
Capital Improvements, LLC	Prescott, AZ	\$465,596.90
CNB Excavating Inc.	Dewey, AZ	\$483,698.00
Grady's Quality Excavating	Dewey, AZ	\$490,920.07
Technology Construction	Prescott, AZ	\$545,000.00
T & T Construction, Inc.	Fountain Hills, AZ	\$608,214.00
Team Fishel Company	Phoenix, AZ	\$616,770.67
Engineer's Estimate		\$545,200.00

Written bid confirmation has been received from the low bidder, Earth Resources Corporation. Verification of the company's license, bonding, references, and successful performance of similar projects in the past has been completed. Earth Resources Corporation has met the bid requirements and has been determined to be the lowest, responsive, responsible bidder.

### **Project Schedule**

Commence Construction	March 2012
Completion	June 2012

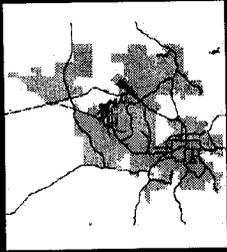
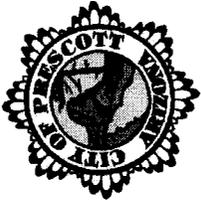
### **Budget**

The project has been financed through Water Infrastructure Finance Authority of Arizona (WIFA), which requires the contractor to pay Davis-Bacon wages to workers on the project.

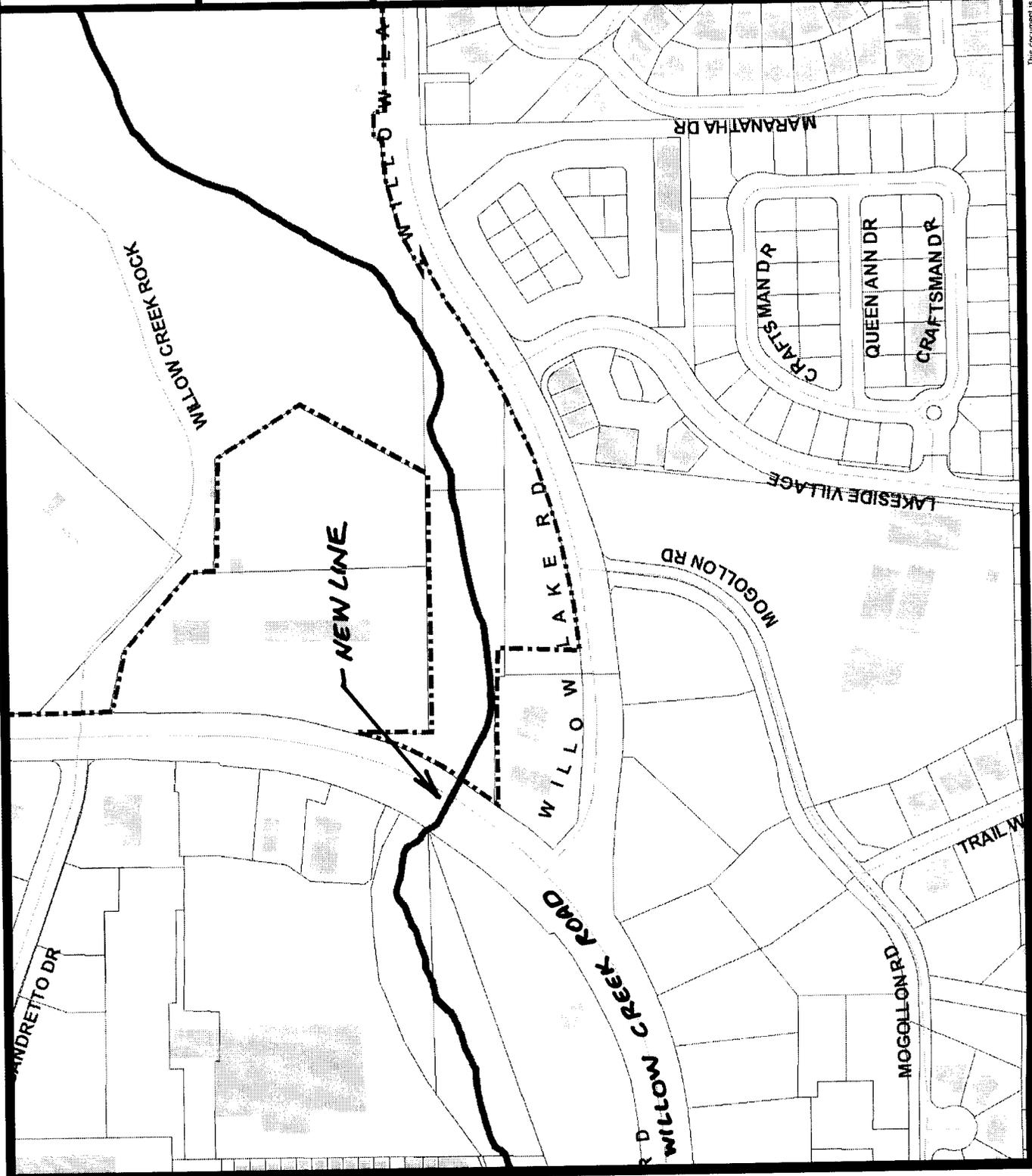
FY 2012 funding for the Surface Water Recharge Pipeline Project is available in the Water Fund: (Accounts #7007810 8930 09530 and #7157810 8930 09530).

### **Attachment - Location Map**

**Recommended Action:** **MOVE** to award the bid and contract for the Willow Creek 14-inch Transmission Main Reconstruction Project to Earth Resources Corporation in the amount of \$424,027.48, requiring Davis-Bacon wages.



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



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