

- B. Approval of agreement for legal services related to investigation of issues of employment law with Green and Baker Law Firm in the amount of \$13,000.00.
- C. Approval to purchase meter reading equipment from Mountain States Pipe & Supply in the amount of \$15,575.20.
- D. Approval of the minutes of the Prescott City Council Workshop of May 1, 2012, and the Regular Voting Meeting of May 8, 2012.

II. REGULAR AGENDA

- A. Public Hearing and consideration of liquor license application submitted by Benjamin Alvarez, applicant for Ben Monica Serafin Management, Inc., for a Series 12, *Restaurant*, license for The Dinner Bell located at 321 West Gurley Street.

RECOMMENDED ACTION: (1) *MOVE to close the Public Hearing; and (2) MOVE to approve/deny a liquor license application submitted by Benjamin Alvarez, applicant for Ben Monica Serafin Management, Inc., for a Series 12, Restaurant, license for The Dinner Bell located at 321 West Gurley Street.*

- B. Adoption of Resolution No. 4127-1237 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, repealing Resolution No. 3920-0926 relating to the formation and operation of an Enterprise Zone.

RECOMMENDED ACTION: *MOVE to adopt Resolution No. 4127-1237.*

- C. Approval of Comprehensive Sign Plan for the “Willow Creek Shopping Center” located at 1048 Willow Creek Road (Owner: Willow Creek Plaza, LLC., Agent/Applicant: Morgan Sign Co., APNs:115-09-091C and 115-09-095B; File No. CC12-002).

RECOMMENDED ACTION: *MOVE to approve Comprehensive Sign Plan CC12-002 in accordance with Exhibit “A” dated February 8, 2012, with the Willow Creek Road sign to be set back a minimum of 11 feet from the Willow Creek Road curb.*

- D. Approval of Comprehensive Sign Plan for “The Shops at the Boulders” located at 1320 Willow Creek Road (Owner: Gisi Enterprises; Applicant/Agent: Morgan Sign Co., APNs: 115-05-166M, N & P, CC12-001).

RECOMMENDED ACTION: *MOVE to approve Comprehensive Sign Plan CC12-001.*

- E. Approval of an extension of City Contract No. 2011-422 with Roadsafet Traffic Systems, Inc., for City street pavement markings in the amount of \$77,515.24.

RECOMMENDED ACTION: MOVE to award an extension of City Contract No. 2011-422, with Roadsafet Traffic Systems, Inc., of Phoenix, Arizona, requiring all work to be completed by June 30, 2012, in the total amount of \$77,515.24.

- F. Award of bid and contract to Fann Environmental, LLC, for the Sundog Wastewater Treatment Plant Nitrification/DeNitrification Upgrades Project in the amount of \$1,150,128.00.

RECOMMENDED ACTION: MOVE to award the bid and contract to Fann Environmental, LLC, for the Sundog Wastewater Treatment Plant Nitrification/DeNitrification Upgrades Project in the amount of \$1,150,128.00.

- G. Adoption of Resolution No. 4129-1239 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona authorizing the City of Prescott to enter into an Intergovernmental Agreement with the Yavapai County Flood Control District (District) and providing for the construction of sewer main relocation in conjunction with the Forbing Park Drainage Improvements Project to be constructed by the Flood Control District within County right-of-way.

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4129-1239.

- H. Award of bid and contract to Truesdell Corporation for the Concrete Dams Repair Project in the amount of \$945,945.00.

RECOMMENDED ACTION: MOVE to award the bid and contract to Truesdell Corporation for the Concrete Dams Repair Project in the amount of \$945,945.00.

- I. Approval to perform night work along portions of Gurley Street, Cortez Street, and Montezuma Street associated with the FY 2013 Pavement Rehabilitation Project.

RECOMMENDED ACTION: MOVE to approve the performance of night work along portions of Gurley Street, Cortez Street, and Montezuma Street for the FY 2013 Pavement Rehabilitation Project.

- J. Adoption of Resolution No. 4128-1238 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Intergovernmental Agreement with the State of Arizona, through its Department of Transportation (ADOT), and providing for the construction and maintenance of improvements to SR89/White Spar Road, Copper Basin Road to Peterson Lane, with State right-of-way and City jurisdiction.

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4128-1238.

- K. Award of individual contracts to three companies to provide analytical laboratory services: 1) XENCO Laboratories, Inc., in the amount \$24,200.00; 2) TestAmerica, Inc., in the amount of \$44,700.00; and 3) Bradshaw Mountain Essentials, LLC, in the amount of \$20,000.00

RECOMMENDED ACTION: MOVE to award unit price contracts for analytical laboratory services to: XENCO Laboratories, Inc., in the amount of \$24,200.00; TestAmerica, Inc., in the amount of \$44,700.00; and Bradshaw Mountain Essentials, LLC, in the amount of \$20,000.00, according to the unit prices in their respective bids.

- L. Adoption of Ordinance No. 4832-1232 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending the Prescott City Code by amending Sections 1-20-15, *Leave Policy*, and 1-20-21, *Present Benefits*, thereof; and adding Section 1-20-25, *Modifications*, thereto.

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4832-1232.

- M.* Approval of Land Use Agreement No. AG-94TZ-P-12-50XX with the USDA Forest Service providing for the use of Upper Goldwater Lake as a source of water for suppression of the Gladiator Fire.

RECOMMENDED ACTION: MOVE to approve Land Use Agreement No. AG-94TZ-P-12-50XX with the USDA Forest Service for use of Upper Goldwater Lake.

III. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, MMC, City Clerk

COUNCIL AGENDA MEMO – May 22, 2012

PROCUREMENT ITEM FOR CONSENT AGENDA (\$10,000 - \$20,000)

DEPARTMENT: Human Resources

AGENDA ITEM CAPTION: Agreement for legal services related to employee benefits

Approved By:

Date:

Department Director: Mary Jacobsen

5/03/2012

City Manager: Craig McConnell



5-10-12

Good(s) or Service(s) to be Purchased

Description of Item(s)
Check if Prof. Services

Legal services related to employee benefits research, advisement, and policy review.

Quantity

Agreement for services on an as-needed basis, at \$175/hour for attorneys and \$125/hour for paralegals, plus standard reimbursable costs; total amount not to exceed \$15,000.

Necessity/Use

Outside legal services specializing in municipal/employment law needed to assist City with transition from the current sick and vacation leave program to a combined "Paid Time Off" (PTO) plan and other benefits changes.

Summary of Written Quotes (exclusive of tax) or Professional Services Proposals

		** See Note (1) below for professional services **	
X	Vendor (Name and Location)	Price	Delivery/Schedule
X	Boyle, Pecharich, Cline, Whittington and Stallings, PLLC	\$15,000	As-needed

x = recommended award

Notes: (1) Professional services may not be selected by price; indicate the price & delivery only for the vendor selected on the basis of qualifications, after which the final price and schedule were negotiated.

Budget Information

Human Resources (1002205-8413)

Additional Comments: City of Prescott Procurement Code, Section 1-27-1.16 (A.):

Personal services provided by members of professions that require specialized knowledge and expertise acquired by advance training and/or experience may be procured or retained on an as-needed basis or for a particular project by the purchasing agent without the formal bidding requirements set forth in Section 13 of the City of Prescott Procurement Code.

Attachments

- Professional Services Contract with Boyle, Pecharich, Cline, Whittington, and Stallings, PLLC to provide legal services for employment related matters.
- Offer Letter

PROFESSIONAL SERVICES AGREEMENT
Contract No. 2012-195

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

WHEREAS Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C. (hereinafter referred to as "BPCW&S") has expertise in providing legal services (including training/education), specifically in the area of employment law.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That BPCW&S shall provide to the City legal assistance and/or representation in employment matters depending on availability of funds, and as requested by the City Manager, Deputy City Manager, Human Resources Director; or her designee and the City Attorney's office. As provided by City Code, BPCW&S will work under the direction and control of the City Attorney's office, unless a conflict of interest exists, in which case BPCW&S will report to the City Manager and/or his or her designee.

2. In addition to those services identified, BPCW&S shall also perform all subordinate tasks not specifically referenced but necessary to the full and effective performance of the task specifically referenced.

3 BPCW&S shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, as reasonably requested by representatives of the City.

4. (A) The term of this agreement shall be from December 1, 2011, through December 31, 2012. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City no later than mutually agreed upon dates.

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

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

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

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

To the City: City of Prescott
City Manager
201 South Cortez Street
Prescott, AZ 86301

BPCW&S: Boyle, Pecharich, Cline, Whittington &
Stallings, P.L.L.C.
125 North Granite Street
Prescott, AZ 86301-3001

7. It is expressly agreed and understood by and between the parties that BPCW&S is an independent contractor, and as such BPCW&S employees shall not become City employees, and are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an independent contractor, BPCW&S further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, BPCW&S further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

8. This Agreement is non-assignable by the BPCW&S.

9. (A) The City shall provide compensation in an amount not to exceed \$15,000.00 to BPCW&S for the complete performance of all services specified in Sections 1, 2 and 3 of this Agreement and covered in attachment "A".

(B) Should the City request in writing additional services beyond that specified in Sections 1, 2 and 3, then BPCW&S shall charge and City shall pay a mutually agreed fee.

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

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

12. This Agreement shall represent the entire and integrated Agreement between the City and BPCW&S and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the BPCW&S. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

13. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

14. BPCW&S shall, within ten (10) calendar days after the execution of the Agreement and before awarding any subcontract, furnish the City with a list of proposed subcontractors, and shall not employ any that the City may object to as incompetent or unfit.

15. The BPCW&S hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of BPCW&S's negligent participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. BPCW&S further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which BPCW&S has or may have against the City, its agents or employees, arising out of or in any way connected with the BPCW&S's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents. The Parties agree that BPCW&S' obligation to indemnify the City shall be limited to the amount of coverage under BPCW&S' professional liability coverage as provided for in Section 17 below.

16. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

17. (A) BPCW&S agrees to maintain in effect during the term of, and until final acceptance of all work under, this Agreement a Professional (Errors and Omissions) Liability Insurance Policy or policies with limits not less than \$1,000,000.00 per claim, \$2,000,000 aggregate, or a \$1,000,000 Combined Single Limit. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, BPCW&S warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

(B) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Insurance. A copy of the Certificate of Insurance must be provided to the City prior to beginning work under the Agreement.

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

18. The BPCW&S, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The BPCW&S will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Order 99-4.

19. 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. BPCW&S further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this Agreement. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute. BPCW&S further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

20. BPCW&S understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The BPCW&S must also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, as amended, "Residence Requirements for Employees." Under the provisions of A.R.S. §41-4401, BPCW&S hereby warrants to the City that the

BPCW&S and each of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Contractor Immigration Warranty”).

A breach of the Contractor’s Immigration Warranty shall constitute a material breach of this Contract and shall subject the BPCW&S to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any BPCW&S or Subcontractor or employee who works under this Agreement to ensure that the BPCW&S or Subcontractor is complying with the Contractor’s Immigration Warranty. BPCW&S agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the BPCW&S and any of its Subcontractors to ensure compliance with the Contractor’s Immigration Warranty. BPCW&S agrees to assist the City in regard to any random verification performed.

Neither the BPCW&S nor any Subcontractor shall be deemed to have materially breached the Contractor’s Immigration Warranty if the BPCW&S or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214 Subsection A.

The provisions of this Article must be included in any contract BPCW&S enters into with any and all of its subcontractor who provide services under this Agreement or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by any subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

DATED this _____ day of _____, 2012.

CRAIG MCCONNELL
City Manager

ATTEST:

APPROVED AS TO FORM:

ELIZABETH BURKE
City Clerk

GARY D. KIDD
City Attorney

Boyle, Pecharich, Cline, Whittington &
Stallings, P.L.L.C.

By: _____

Printed Name: _____

Title: _____

LAW OFFICES
**BOYLE, PECHARICH, CLINE,
WHITTINGTON & STALLINGS, P.L.L.C.**

Robert S. Pecharich
Barry B. Cline
William R. Whittington
John C. Stallings
Donald C. Zavala, Jr.
G. Eugene Neil
Jonathan A. Millet

125 North Granite Street
Prescott, Arizona 86301-3001
Telephone: (928) 445-0122
Facsimile: (928) 445-8021

James P. Boyle, Jr. (1913-2003)
John S. Regan (1952-2002)

OF COUNSEL:
John D. Napper
Angela M. Bradshaw Napper

May 4, 2012

Via Email

Mary Jacobsen
Human Resources Director
City of Prescott
201 South Cortez
Prescott, AZ 86303

RE: LEGAL REPRESENTATION RE: PTO CONVERSION

Dear Mary:

Thank you for contacting us with regard to providing representation for the City's conversion to a paid time off system. For this engagement, we will provide the City of Prescott with a discounted rate of \$175 per hour for attorneys and \$125 per hour for paralegals, plus costs. From time to time our rates may change, if that happens we will let you know. This retention letter will cover legal work not to exceed \$15,000 total (including costs).

All legal fees will be reflected on a monthly billing statement that will break down the time spent by attorneys and paralegals. The billing statement you receive will also outline any costs we have incurred in our representation, such as filing fees, required travel, long distance telephone calls, copying charges, and any other fees incurred by any specialist or consultants, if needed. Monthly bills are due upon receipt.

If at any time during our representation you have questions about your matter or your monthly billing statement, please contact me. I will be happy to discuss your concerns and respond to your questions.

As we discussed, from time to time we represent clients in matters that are adverse or potentially adverse to the City (i.e., other City departments not the Human Resources department).

Mary Jacobsen
May 4, 2012
Page 2 of 2

File Retention Policy: It is our policy to keep client files for 5 years after completion of your matter, after which time they are destroyed. Your execution of this retention letter signifies your consent to this policy. If you want your file returned at the conclusion of our representation, please notify us in writing.

If you desire our firm to continue this representation on the basis outlined, please sign and date the original of this letter and return it to our office. Please retain a copy of this letter for your records.

Sincerely,

BOYLE, PECHARICH, CLINE
WHITTINGTON & STALLINGS, P.L.L.C.



Donald C. Zavala, Jr.

DCZ/les

APPROVED AND ACCEPTED BY:

_____, this ____ day of May, 2012.
Mary Jacobsen, Human Resources Director
City of Prescott

COUNCIL AGENDA MEMO – May 22, 2012
 PROCUREMENT ITEM FOR CONSENT AGENDA (\$10,000 - \$20,000)

DEPARTMENT: Human Resources

AGENDA ITEM CAPTION: Agreement with Green and Baker for legal services related to investigation of issues of employment law

Approved By:	Date:
Department Director: Mary Jacobsen	5/07/2012
City Manager: Craig McConnell <i>Craig McConnell</i>	5-11-12

Good(s) or Service(s) to be Purchased	
Description of Item(s) Check if Prof. Services <input checked="" type="checkbox"/>	Legal services related to investigation of issues of employment law.
Quantity	Agreement for services to complete investigation, at a unit cost of \$150/hour for attorney fees for interviews and \$75/hour for paralegal fees, plus standard reimbursable costs for a total amount not to exceed (NTE) \$13,000.00.
Necessity/Use	Outside legal services specializing in employment law and public entity defense to conduct investigation and interviews on behalf of the City of Prescott related to issues of employment law.

Summary of Written Quotes (exclusive of tax) or Professional Services Proposals			
		** See Note (1) below for professional services **	
x	Vendor (Name and Location)	Price	Delivery/Schedule
X	Green and Baker Law Firm	NTE \$13,000.00	As required

x = recommended award

Notes: (1) Professional services may not be selected by price; indicate the price & delivery only for the vendor selected on the basis of qualifications, after which the final price and schedule were negotiated.

Budget Information	General Fund - Human Resources
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Additional Comments: City of Prescott Procurement Code, Section 1-27-1.16 (A.):
 Personal services provided by members of professions that require specialized knowledge and expertise acquired by advance training and/or experience may be procured or retained on an as-needed basis or for a particular project by the purchasing agent without the formal bidding requirements set forth in Section 13 of the City of Prescott Procurement Code.

Attachment	Professional Services Agreement with Green and Baker Law Firm to provide legal services for employment related matters.
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PROFESSIONAL SERVICES AGREEMENT

City Contract No. _____

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

WHEREAS Green and Baker, Ltd, (hereinafter referred to as "Consultant") has expertise in providing legal and investigative services, specifically in the area of employment law.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. **SERVICES.** The Consultant shall provide services to the City, on an as-needed basis, for the investigation, interviews, correspondence and preparation of reports related to issues of employment law.

2. **PERFORMANCE.** In addition to those services identified in Paragraph 1 above, the Consultant shall also perform all subordinate tasks not specifically referenced but as requested by the City relating to this Project necessary to the full and effective performance of the tasks specifically referenced herein.

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

4. **TERM OF AGREEMENT.**

(A) The term of this Agreement shall begin on January 2, 2012, and extend through June 30, 2012. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City.

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

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

To the City: City of Prescott
Human Resources
Mary Jacobsen
201 South Cortez Street
Prescott, AZ 86301

To the Consultant: Green and Baker, Ltd
Suite D-250
7373 N. Scottsdale Road
Scottsdale, Arizona 85253

6. **INDEPENDENT CONTRACTOR.** It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an independent contractor, Consultant further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Consultant further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

7. **NO DELEGATION OR ASSIGNMENTS.** This Agreement is non-assignable by the Consultant to any other party. The Consultant shall not delegate any duty under this Agreement, and no right or interest in this Agreement shall be assigned by Consultant, without prior written permission of the City. The City, at its option, may cancel this Agreement in the event the Consultant undertakes a delegation or assignment without first obtaining the City's written approval. Consultant agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Agreement or an increase of cost to the City.

8. PAYMENT UNDER THE AGREEMENT.

(A) The City shall pay to Consultant a total sum not to exceed **\$13,000.00** for the complete performance of all services specified in this Agreement.

(B) Should the City request additional services beyond those specified herein, then Consultant shall charge and City shall pay \$150.00 per hour for interview services and \$75.00 per hour for paralegal services.

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

10. **WORK PRODUCTS.** All original and/or sealed drawings, specifications, and other work product of the Consultant for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the City or its agents, or from their use for any purpose other than that for which they were intended and furnished. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof furnished by the City shall remain the property of the City. They are not to be used on other work and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.

11. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, negotiations, representations, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, on in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this Agreement shall be void and of no effect. In the event of a discrepancy between this Agreement and any Exhibits thereto, this Agreement shall control.

12. **SEVERABILITY.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

13. **INDEMNIFICATION.** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Consultant, its employees, agents, or any tier of subcontractors in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any

claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Consultant or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Consultant may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

14. **MODIFICATIONS TO AGREEMENT.** No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

15. **INSURANCE.**

(A) The Consultant shall obtain and maintain in effect during the term of, and until final acceptance of all work under, this Agreement a policy or policies of liability insurance with limits not less than \$1,000,000.00. Liability insurance shall provide the following:

- (1) Professional Liability (Errors and Omissions Liability)
Each Claim \$1,000,000
- (2) In the event that any professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

(B) All insurance and bonds required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, by an A.M. Best A-VII rated insurance company.

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

(D) Within ten (10) days of signing this Agreement and prior to commencing work under this Agreement, the Consultant shall provide the City with Certificates of Insurance

or formal endorsements as required by this Agreement, issued by the Consultant's insurer(s) as evidence that the policies providing the required insurance coverage, conditions and limits required by this Agreement are in full force and effect.

16. **APPLICABLE LAW:** In performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Prescott including, but not limited to, Federal and State executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement.

(A) Consultant specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this Agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

(B) Under the provisions of A.R.S. § 14-4401, Consultant hereby warrants to the City that the Consultant and any and all of their Subcontractors will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214 (A), (hereinafter "Contractor Immigration Warranty").

(C) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Consultant to penalties up to and including termination of this Agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Consultant and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(D) Neither Consultant nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Consultant or the subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

(E) The provisions of the Contractor Immigration Warranty must be included in any Agreement or Contract the Consultant enters into with any Subcontractor who provide services under this Agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

(F) Consultant warrants for the term of this Agreement and for six months thereafter, that they have fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

(G) This Agreement shall be governed by the City and Consultant shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

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

17. **DISPUTE RESOLUTION AND JURISDICTION.** 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 in Yavapai County, Arizona. The Consultant further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this Agreement. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Agreement, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

DATED this _____ day of _____, 2012.

CRAIG MCCONNELL
City Manager

ATTEST:

APPROVED AS TO FORM:

ELIZABETH BURKE
City Clerk

GARY D. KIDD
City Attorney

CONSULTANT

Green and Baker, Ltd.

By:

Its:

COUNCIL AGENDA MEMO – May 22, 2012
 PROCUREMENT ITEM FOR CONSENT AGENDA (\$10,000 - \$20,000)

DEPARTMENT: Public Works

AGENDA ITEM CAPTION: Purchase of Meter Reading Equipment

Approved By:	Date:
Department Director: Mark Nietupski	5/10/2012
City Manager: Craig McConnell <i>Craig McConnell</i>	5-14-12

Good(s) or Service(s) to be Purchased	
Description of Item(s) Check if Prof. Services ___	Itron Mobile Collector Lite and FC300 Handheld User Interface
Quantity	1 Each
Necessity/Use	The City of Prescott utilizes electronic water meter reading equipment to complete monthly billing.

Summary of Written Quotes (exclusive of tax) or Professional Services Proposals

** See Note (1) below for professional services **			
	Vendor (Name and Location)	Price	Delivery/Schedule
x	1. Mountain States Pipe & Supply	\$15,575.20	2 Weeks ARO
	2.		
	3.		

x = recommended award

Notes: (1) Professional services may not be selected by price; indicate the price & delivery only for the vendor selected on the basis of qualifications, after which the final price and schedule were negotiated.

(2) Provide justification for sole source purchases in "Additional Comments" below.

Budget Information	Fund Name: Water Fund - 7005810-8325 & 7005810-8214
---------------------------	--

Additional Comments: The City uses electronic radio transmitters and data processing / receiver equipment to collect and record water usage and bill customers accordingly. The collection equipment being replaced is outdated (2005) and no longer supported by the manufacturer. The equipment must be replaced to assure continued accurate and timely meter reading.

Sole Source Comments: The radio transmitters used on the water meters are manufactured by Itron. The meter reading collection equipment requires the use of Itron equipment to ensure proper function and connectivity.

Attachments	1. Price quotes for collector and user interface
--------------------	---

Price Quotation

Mountain States Pipe & Supply

9299 West Olive Ave., #810
 Peoria, AZ 85345
 Office: 623.939.9171
 Fax: 623.939.7100
 Cell: 520.431.6739

Date: 4/21/2012
 Quotation # A0404-2012-1

Quotation Valid Until
 12/31/2012

Quotation For:

City of Prescott
 Scott McClinton

SALESPERSON P.O. NUMBER SHIP DATE SHIP VIA F.O.B. POINT TERMS

Marc Brown

ITEM	ITEM DESCRIPTION	QTY	UNIT PRICE	SUBTOTAL
1	FC3-0004-001 FC300, Sread, Bluetooth w/DataLogging and 100W Support	1	\$4,390.00	\$4,390.00
2	FC3002DSKCRDL Single Dock, w/USB Host	1	\$350.00	\$350.00
3	90000A066CBLPWRAC AC Power Cord	1	\$8.00	\$8.00
4	MX9302PWRSPPLY AC Power Supply f/FC300	1	\$65.00	\$65.00
5	Itron part# FC3058CABLE, FC300 MCLite Communication/Power Cable	1	\$150.00	\$150.00

Line item 1 reflects the \$200.00 discount for FC200 trade-in value . Discount is for a One-to-one trade-in

If you have any question about this quote, please do not hesitate to give me a call.

Sub Total: \$4,963.00
 Tax @ 9.2%: \$456.60
 Total: \$5,419.60

Price Quotation

Mountain States Pipe & Supply

9299 West Olive Ave., #810

Peoria, AZ 85345

Office: 623.939.9171

Fax: 623.939.7100

Cell: 520.431.6739

Date: 4/24/2012

Quotation # 0424-2012

Quotation Valid Until

12/31/2012

Quotation For:

City of Prescott

Scott McClinton

SALESPERSON P.O. NUMBER SHIP DATE SHIP VIA F.O.B. POINT TERMS

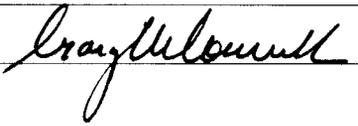
Marc Brown

ITEM	ITEM DESCRIPTION	QTY	UNIT PRICE	SUBTOTAL
1	DCU-5310-201 MCLite RF Unit	1	\$9,300.00	\$9,300.00
2	DCU-5002-211 MCLite for FC300 Ship Kit (Portable Wiring and Mag Mount Antenna)	1	\$0.00	\$0.00

If you have any question about this quote, please do not hesitate to give me a call.

Sub Total: \$9,300.00
Tax @ 9.2%: \$855.60
Total: \$10,155.60

COUNCIL AGENDA MEMO – May 22, 2012	
DEPARTMENT: City Clerk	
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Benjamin Alvarez, applicant for Ben Monica Serafin Management, Inc., for a Series 12, <i>Restaurant</i> , license for The Dinner Bell located at 321 West Gurley Street	

Approved By:		Date:
Department Head:	Elizabeth A. Burke, City Clerk	
Finance Director:	Mark Woodfill	
Acting City Manager:	Craig McConnell 	5-16-12

A Liquor License Application, City No. 12-198, State No.12133522, has been received from Benjamin Alvarez, applicant for Ben Monica Serafin Management, Inc., for a Series 12, *Restaurant*, license for **The Dinner Bell** located at 321 West Gurley Street.

The public hearing will be held at the Regular Council Meeting of Tuesday, May 22, 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.

<p>Recommended Action: (1) MOVE to close the Public Hearing, and (2) MOVE to approve/deny the Liquor License Application for a Series 12, <i>Restaurant</i>, license for The Dinner Bell located at 321 West Gurley Street.</p>
--

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

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

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

Historical Note

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

**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.

COUNCIL AGENDA MEMO – May 22, 2012**DEPARTMENT:** Community Development**AGENDA ITEM:** Resolution No. 4127-1237 closing out participation in the Arizona Enterprise Zone program discontinued by the State of Arizona**Approved By:****Date:****Department Head:** Tom Guice, Community Development Director**Finance Director:** Mark Woodfill**City Manager:** Craig McConnell

5-16-12

Background

The City of Prescott partnered with Yavapai County to join the Arizona Enterprise Zone program in 2004. The program was designed to enhance private business investment opportunities within designated local enterprise zones. Benefits to businesses choosing to locate in enterprise zones included income tax and property tax credits. Local enterprise zones also worked with other governmental and educational service providers to assist with workforce training. In 2008 the zone, which included the City, was renewed by Resolution 3920-0926. During the life of the program, approximately 10 local businesses participated.

The State of Arizona discontinued the program last year, and participating governments and agencies around the state are closing out their local programs. Records indicate that there are no businesses within the City still receiving benefits from the program.

The local program and committee were formed by Resolution No. 3566 (2003) and renewed by Resolution No. 3920-0926 (2008). A resolution to end the program and committee is attached. Following adoption, the resolution will be sent to Yavapai County for action on their part.

Attachment – Resolution No. 4127-1237

Recommended Action: MOVE to adopt Resolution No. 4127-1237.

RESOLUTION NO. 4127-1237

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, REPEALING RESOLUTION NO. 3920-0926 RELATING TO THE FORMATION OF AN ENTERPRISE ZONE; DESIGNATING THE BOUNDARIES OF THE ENTERPRISE ZONE AND APPOINTING REPRESENTATIVES FROM THE PRESCOTT COUNTY TO SERVE ON THE ENTERPRISE ZONE COMMISSION

RECITALS:

WHEREAS, the State of Arizona previously designed the Arizona Enterprise Zone to enhance private business investment opportunities within designated local Enterprise Zones; and

WHEREAS, October 14, 2003, the Prescott City Council adopted Resolution No. 3566 forming an Enterprise Zone, designating its boundaries, appointing representatives from the Prescott Council to serve on the Enterprise Zone Commission and authorizing the City to enter into an Intergovernmental Agreement with Yavapai County to form the Enterprise Zone Commission; and

WHEREAS, on November 25, 2008, the Enterprise Zone and said Commission were renewed through Resolution No. 3920-0926; and

WHEREAS, the State of Arizona has now discontinued the program and local participating governments and agencies around the state are closing out their local programs; and

WHEREAS, records indicate that there are no businesses still receiving benefits from the Yavapai/Prescott Enterprise Zone.

ENACTMENTS:

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

THAT Resolution No. 3920-0926, previously adopted by the Prescott City Council on November 25, 2008, is hereby repealed.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 22nd day of May, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

COUNCIL AGENDA MEMO - May 22, 2012**DEPARTMENT:** Community Development**AGENDA ITEM:** Comprehensive Sign Plan for the "Willow Creek Shopping Center" located at 1048 Willow Creek Road. Owner: Willow Creek Plaza, LLC., Agent/Applicant: Morgan Sign Co., APNs:115-09-091C and 115-09-095B; File No. CC12-002**Approved By:****Date:****Department Head:** Tom Guice, Community Development Director**City Manager:** Craig McConnell, City Manager *Craig McConnell* 5-16-12**Request**

A Comprehensive Sign Plan for the Willow Creek Shopping Center located at 1048 Willow Creek Road on property zoned Business General (BG). The applicant proposes to remove 3 small 8-ft. x 3-ft. free-standing signs (2 along Willow Creek Road and 1 along Iron Springs Road) and replace them with one 72-sq. ft. sign at each street location. The applicant's narrative is attached describing the proposal.

Comprehensive Sign Plans

Comprehensive Sign Plans allow additional signage when other factors are considered. As required by the LDC, the current plan includes the size, location, height, color, lettering, lighting, and orientation of all proposed signs (street, wall, and freestanding).

The proposed Comprehensive Sign Plan meets the following two LDC criteria:

"A Comprehensive Sign Plan shall not be approved until and unless the City Council finds that:

1. The plan provides that signs of a similar type and function within the development will have a consistent size, lettering style, color scheme and material construction; and the plan provides for signs that meet the size limitations, location requirements and other applicable requirements of this section.
2. The plan results in an improved design in exchange for a greater number of signs or larger sign face area than otherwise permitted by this section."

Staff Analysis**Land Development Code (LDC)**

The property exceeds 200 lineal feet along both Willow Creek Road and Iron Springs Road. The plan essentially requests two free-standing signs to exceed the maximum allowed size under the Land Development Code (LDC): 32-sq.ft. maximum allowed versus the 72-sq.ft. requested, and 12-ft. maximum height allowed versus 13-ft. requested. The LDC sign requirements are compared below with the applicant's request for greater signage.

Land Development Code

This Comprehensive Sign Plan Request

2 Free-Standing Signs per frontage
over 200-ft long (4 allowed):
12-ft. max. height
32-sq.ft. signage per sign

Wall signage per Land Development Code.
2 Free-Standing Signs Total (*not* 4):
(Willow Creek Rd) (Iron Springs Rd)
13-ft. max. height 13-ft. max. height
72-sq.ft. 72-sq.ft.

(In accordance with the LDC, no other free-standing signs are allowed by the individual parcels, and none are requested with this application).

Square Footage and Height Analysis

Altogether, this is a total of 8-sq.ft. for each sign over the maximum allowed for free-standing commercial center signage (LDC Table 6.12.5A) for both streets. The maximum height of 12-ft. is only exceeded by several inches overall, and one-foot only where the address is displayed at a triangular feature on top of the sign.

Sign Permit Required

All proposed signage is still required to be reviewed by the City through the standard sign application process.

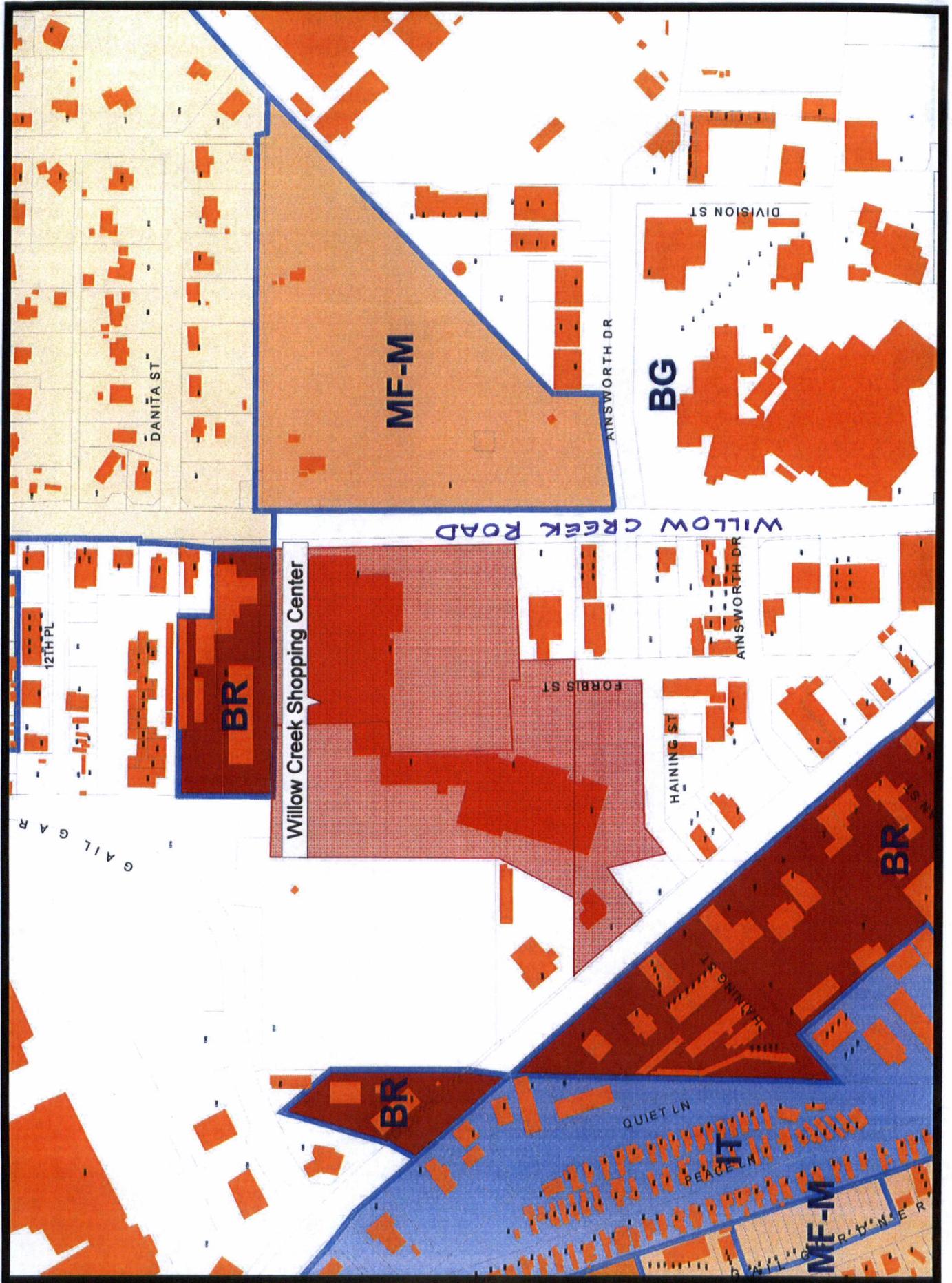
PLANNING COMMISSION RECOMMENDATION

After discussion involving the sight distances from the center’s southern driveway along Willow Creek Road (see Exhibit A: Page 4 of 7), the Commission voted 6:0 on May 10, 2012 to recommend approval of this plan with the following condition:

- 1. The Willow Creek Road sign is to be set back a minimum of 11-ft from the Willow Creek Road curb.

Attachments - Zoning Map
Applicant Narrative
Sign Plan - Exhibit A (6pgs)

Recommended Action: MOVE to approve Comprehensive Sign Plan CC12-002 in accordance with Exhibit ‘A’ dated February 8, 2012, with the Willow Creek Road sign to be set back a minimum of 11feet from the Willow Creek Road curb.



MF-M

BG

BR

Willow Creek Shopping Center

BR

BR

MF-M

DANITA ST

AINSWORTH DR

WILLOW CREEK ROAD

12TH PL

GAIL GAR

FORBIS ST

HAINING ST

AINSWORTH DR

DIVISION ST

QUIET LN

PEACE LN

RAYMOND AVE



COMPREHENSIVE SIGN PLAN
EXHIBIT 'A'
Page 1 of 6

City of Prescott
Community Development Dept.
Planning and Zoning Division
201 S. Cortez Street
Prescott, AZ 86303

February 8, 2012

To Whom It May Concern:

Morgan Sign Co. is representing Summit Team, Inc., property management for the Willow Creek Village shopping center located at 1044 Willow Creek Rd. in regards to updating their entry marquee signage.

We respectfully submit the following comprehensive sign package details for your review:

1. Remove two existing 32 sq. ft. each signs on Willow Creek Rd., and replace with one 72 sq. ft. sign.
2. Remove one 32 sq. ft. sign from Iron Springs Rd. and replace with one 72 sq. ft. sign.

The sign design reflects the refurbishing "face lift" that Safeway and CAL Ranch stores recently underwent. It also gives main street exposure to more tenants, reducing the need for A-frame signs, vans and various other forms of advertising. Visibility of the new signage is in keeping with the increase of the traffic volume in this area. All wall mounted signs will comply with landlord guidelines and current land development code.

We request approval for this sign package and believe the updates occurring at this center are a benefit to the whole community.

Sincerely,


Stephan Markov
Morgan Sign Co.

SPACE	TENANT	AREA
101	MAIL BOXES ETC.	1000 SF
102	BEIJING RESTAURANT	1000 SF
103	MEXICAN RESTAURANT	1000 SF
104	VACANT	1000 SF
105	VACANT	1000 SF
106	NAIL STORE	1000 SF
107	HAWAIIAN BBQ	2000 SF

SPACE	TENANT	AREA
108	ANCHOR BOOKS	1000 SF
109	VACANT	1000 SF
110	JAY'S BIRD BARN	1000 SF
111	SPRINT	1000 SF
112	VACANT	1000 SF
113	LITTLE CASSAINS	1000 SF
114	VACANT	1000 SF
115	HER FITNESS	1000 SF
116	CHECK CASHING	1000 SF
117	THRIFT STORE	4000 SF

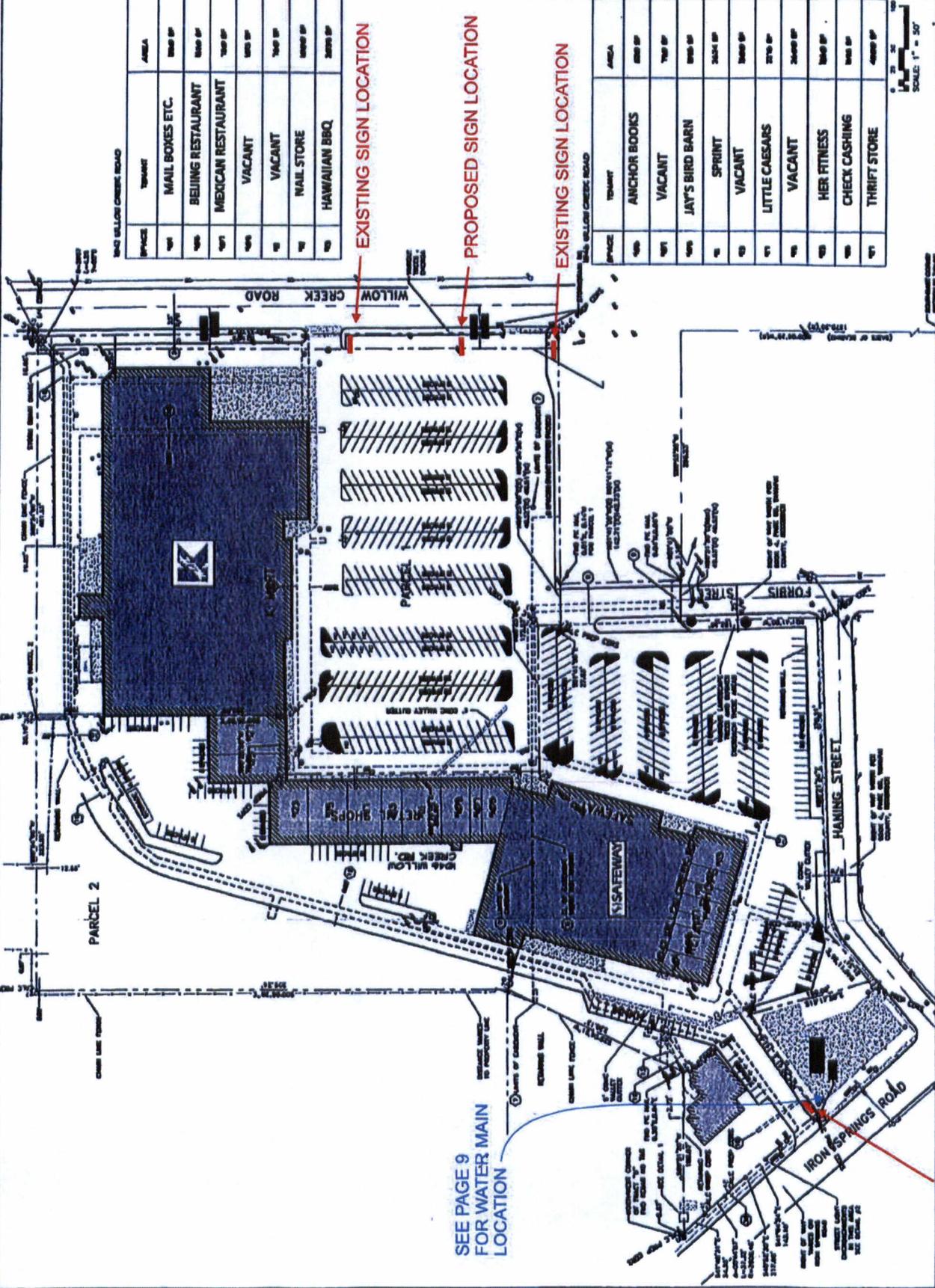
WILLOW CREEK SHOPPING CENTER
 WILLOW CREEK ROAD
 PLEASANTON, CA 94566

LEASING PLAN



SCALE: 1" = 50'

101



EXISTING SIGN LOCATION AND REPLACEMENT (SEE PAGE 9 FOR DETAILS)

EXHIBIT A Page 2 of 6

20"

16"

2'

8'

2'

STREET NUMBER ON WILLOW CREEK ONLY

1048

SAFEWAY

CAL RANCH STORES

Willow Creek Village

ANCHOR BOOKS

Sprint

RESTAURANT

FITNESS CENTER

INTERNALLY ILLUMINATED
DOUBLE SIDED MONUMENT SIGN
F96T12CW LAMPS AND
RAPID START BALLASTS

REPLACEABLE .125 16"x96" DI-BOND
CUT OUT GRAPHICS / PLEX BACKING

DIMENSIONAL INDIVIDUAL LETTERS

REPLACEABLE .125 12"x48" DI-BOND
CUT OUT GRAPHICS / PLEX BACKING

REMOVABLE CABINET SIDE RETAINERS
FOR PANEL AND SERVICE ACCESS

"TEXTURE PLUS"
FAUX RIVER ROCK
BASE AND CAP S

18"

4'

1'

4'

30"

PROJECT: PROPOSED MONUMENT MARQUEE FOR WILLOW CREEK VILLAGE
048 WILLOW CREEK ROAD PRESCOTT, AZ

EXHIBIT A Page 3 of 6

DRAWN BY: SKM SCALE: NTS

DATE:

CUSTOMER APPROVAL:



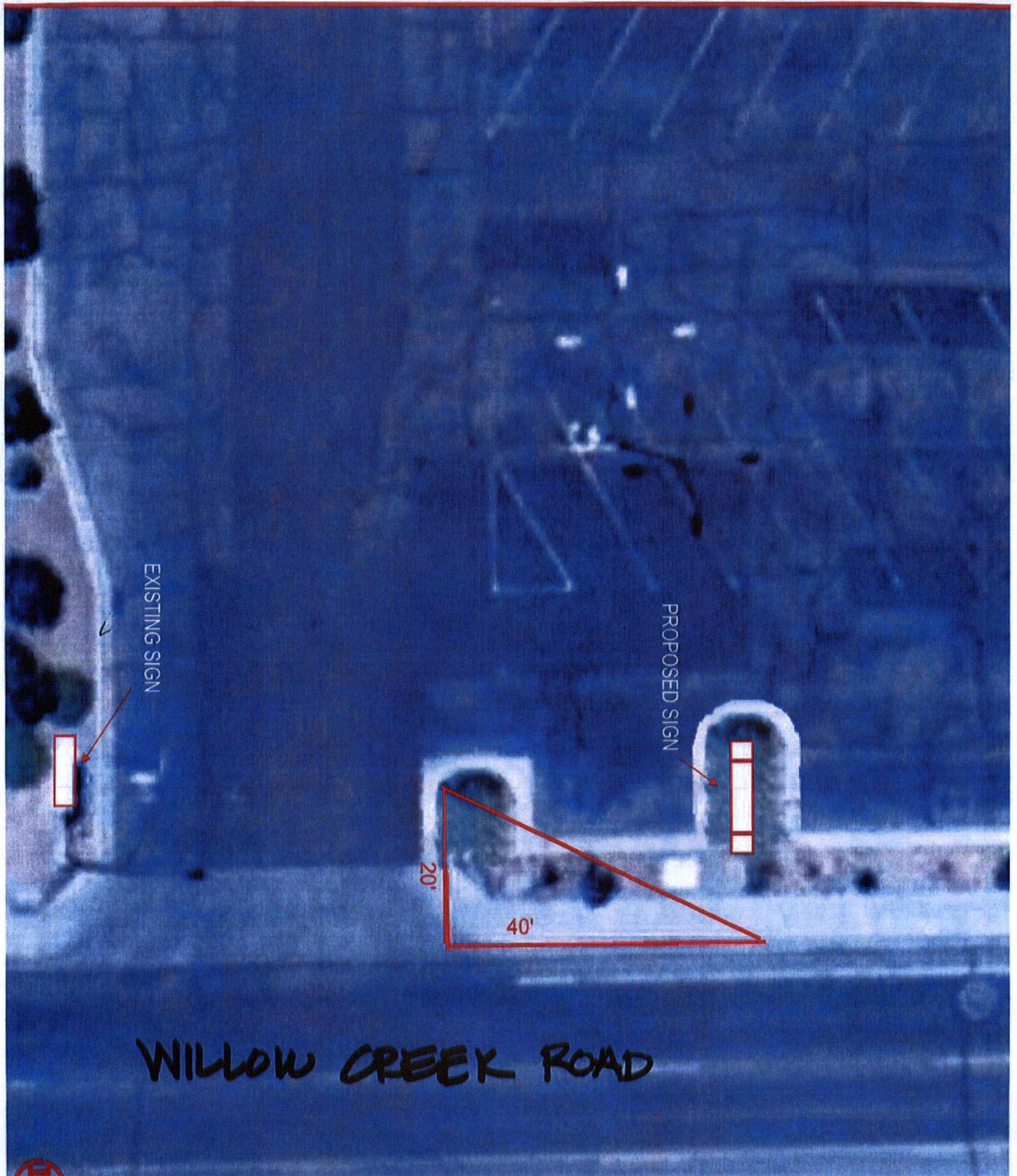
Satisfaction by Design
morman sign

704 Moeller
Prescott, AZ 86301
p 928.778.6336
f 928.778.5094



WILLOW CREEK ROAD
EXHIBIT A Page 4 of 6





EXISTING SIGN

PROPOSED SIGN

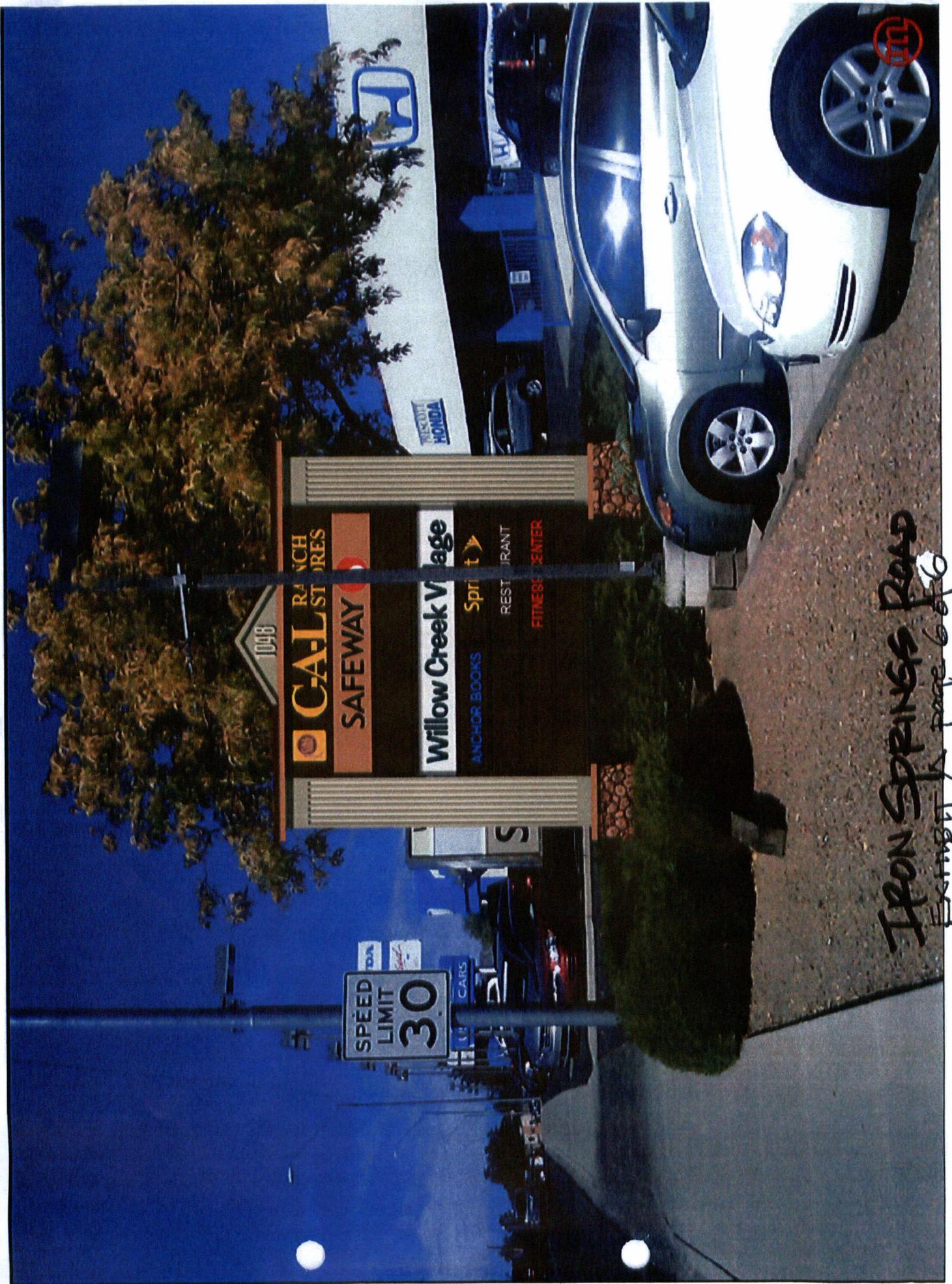
20'

40'

WILLOW CREEK ROAD



EXHIBIT A Page 5 of 6



Iron Springs Road
Exhibit A page 6 of 6

COUNCIL AGENDA MEMO - May 22, 2012

DEPARTMENT: Community Development

AGENDA ITEM: Comprehensive Sign Plan for "The Shops at the Boulders" located at 1320 Willow Creek Road. Owner: Gisi Enterprises; Applicant/Agent: Morgan Sign Co., APNs: 115-05-166M, N & P, CC12-001

Approved By:

Date:

Department Head: Tom Guice, Community Development Director

City Manager: Craig McConnell, City Manager

Craig McConnell 5-16-12

Request

A Comprehensive Sign Plan for the new Shops at the Boulders commercial center located at the northwest corner of the intersection of Willow Creek Road and Gail Gardner Way. See attached narrative provided by the applicant.

Comprehensive Sign Plans

As required by the LDC, the proposed comprehensive sign plan includes the size, location, height, color, lettering, lighting, and orientation of proposed monument signs. Per LDC Section 6.12.6.C "A Comprehensive Sign Plan shall not be approved unless the City Council finds that:

1. The plan provides that signs of a similar type and function within the development will have a consistent size, lettering style, color scheme and material construction; and the plan provides for signs that meet the size limitations, location requirements and other applicable requirements of this section.
2. The plan results in an improved design in exchange for a greater number of signs or larger sign face area than otherwise permitted by this section."

Land Development Code (LDC)

The property exceeds 200 lineal feet along both Willow Creek Road and Gail Gardner Way and is entitled to two monument signs. The proposed sign plan requests one free-standing sign (65 sq. ft.) to exceed the maximum allowed size under the LDC (32 sq. ft.). The LDC requirements are compared below with the applicant's request:

<u>Land Development Code</u>	<u>This Comprehensive Sign Plan Request</u>	
2 Free-Standing Signs per frontage over 200-ft long (4 allowed on this site)	2 Free-Standing Signs Total (<i>not</i> 4):	
	<i>Sign A</i>	<i>Sign B</i>
	(Intersection)	(Gail Gardner Entrance)
12-ft. max. height	12-ft. max. height	12-ft. max. height
32-sq.ft. signage per sign	65-sq.ft.	18-sq.ft.

In accordance with LDC provisions, no other free-standing signs are allowed on the individual parcels within the Center and none are requested with this application.

Square Footage Analysis

Altogether, this is a total of 45-sq.ft. less than the maximum allowed under the LDC for free-standing commercial center signage (LDC Table 6.12.5A) along both streets.

Wall Signs*:	<i>Sign E and other buildings</i>
40-sq.ft. to 80-sq.ft./ multi-tenant building,	Per Land Development Code
50-sq.ft. to 100-sq.ft. 1-2 tenant building,	

*depending on business or building frontage (see LDC).

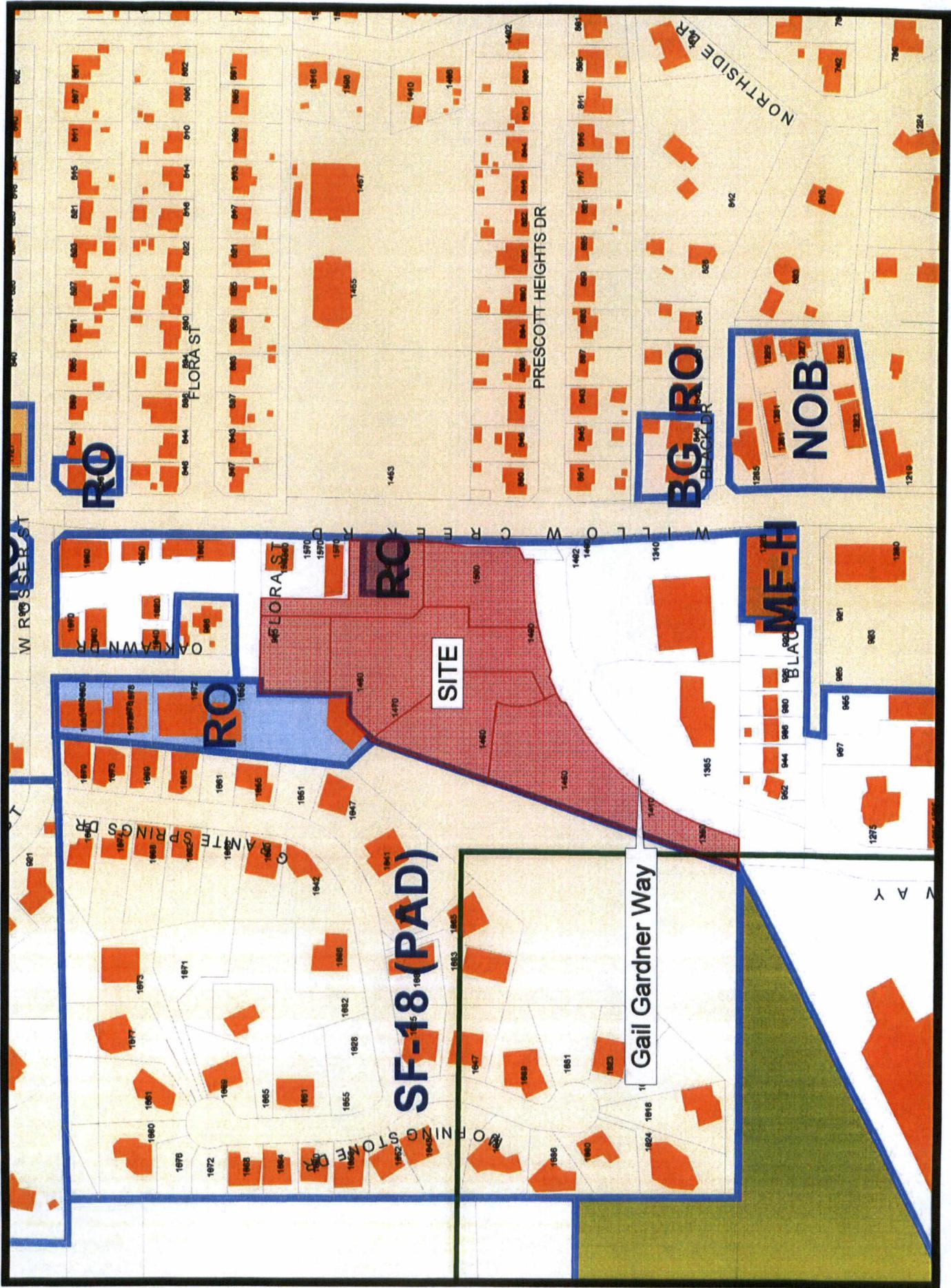
Sign Permit Required

All proposed signage is still required to be reviewed by the City through the standard sign application process.

Planning Commission Recommendation

The Commission voted 6:0 on May 10, 2012 to recommend approval.

Attachments – Vicinity Map
Applicant Narrative
Sign Plan (4 pgs)



SF-18 (PAD)

SITE

Gail Gardner Way

RO

RO

BG RO

MF-H

NOB

W ROSS ST

FLORA ST

PRESCOTT HEIGHTS DR

BLACKY DR

GAIL GARDNER WAY

AMITE SPRINGS DR

FLORA ST

BLACKY DR

NAY

NORTHSIDE DR

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COMPREHENSIVE SIGN PLAN

EXHIBIT 'A'
Page 1 of 5



City of Prescott
Community Development Dept.
Planning and Zoning Division
201 S. Cortez Street
Prescott, AZ 86303

February 8, 2012

To Whom It May Concern:

Morgan Sign Company is representing Gisi Enterprises concerning their signage needs for a new shopping center, Shops @ The Boulders, located at 1320 Willow Creek Rd. and consisting of five proposed buildings.

We respectfully submit the following comprehensive sign package details for your review:

Item 1 - Sign A: One free standing monument directory sign, 12' high with two 2' x 8' sign cabinets and three 1.5' x 6' sign cabinets. The sign faces will consist of cut out aluminum, internally illuminated with fluorescent lamps, so only name and graphics are lit. Total square footage of signage will be 65 sq. ft.

"Shops @ The Boulders" is approximately 2' x 3' and will consist of custom cut out letters, non illuminated. The sign location is to be at the corner of Willow Creek Rd. and Gail Gardner Way.

Sign B: One free standing monument directory sign, 10' high with five 10" x 40" sign panels, non illuminated. Total square footage of signage will be 18 sq. ft.

"Shops @ The Boulders" is approximately 20" x 30" and consists of custom cut out letters. The sign location is to be at the shopping center entrance at Gail Gardner Way.

Sign C: One "Exit" sign to facilitate traffic flow, directing traffic to Oaklawn Drive exit.

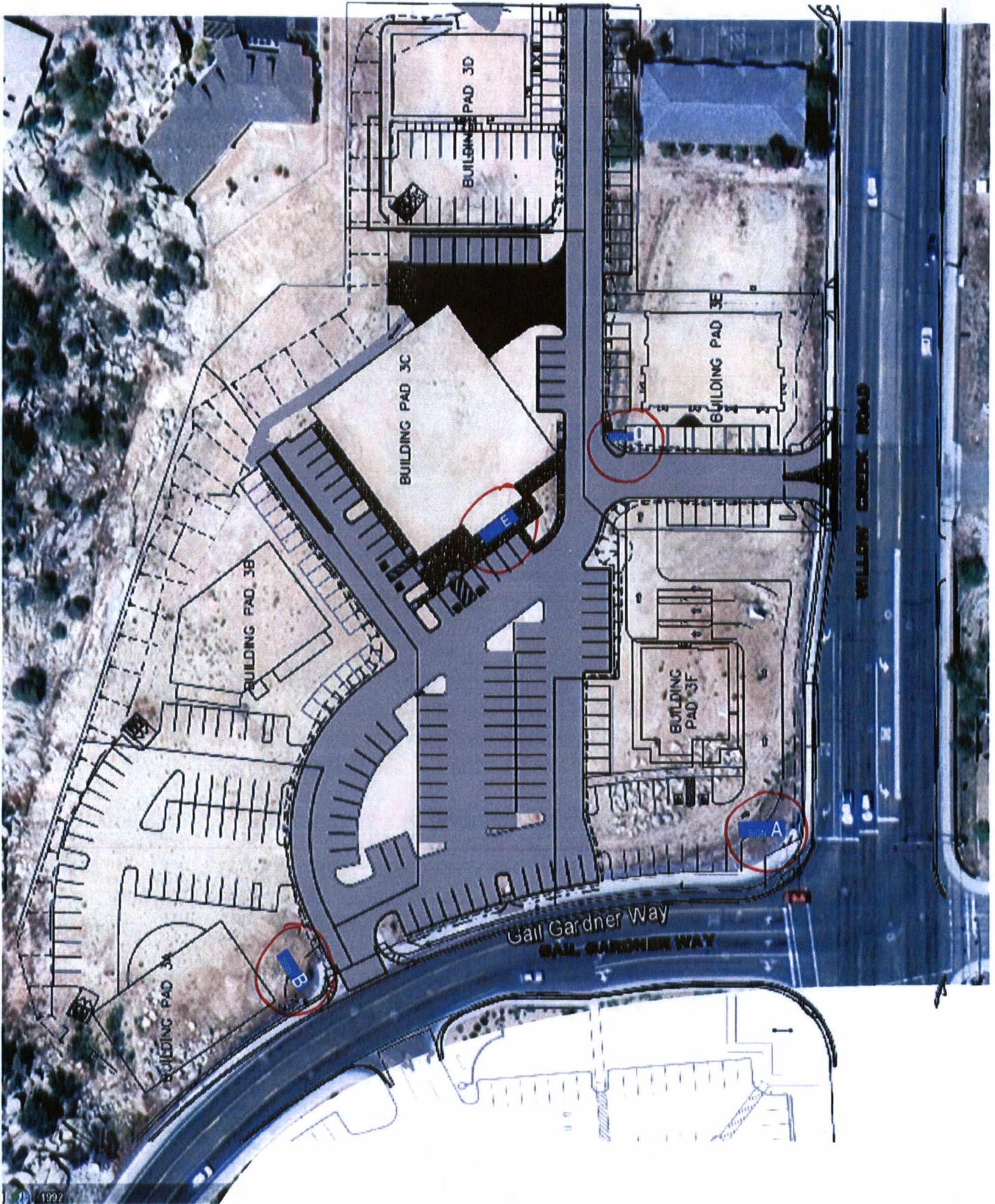
Item 2 - Sign E: Wall mounted tenant signage. All tenant signs will be individual letters and graphics. Maximum letter height is 24" and area will be 1 sq. ft. / linear foot frontage as per city land development code. Signs will be internally illuminated with LED or neon, no direct illumination or exposed lighting will be permitted. Signs will comply with current city codes.

Shops @ The Boulders will consist of commercial buildings. The sign designs were created to differentiate from the existing commercial signage on Willow Creek Road, to create better visibility because of the increased amount of traffic in this area and to create a distinctive appearance for the new shopping center.

We request approval for this sign package, as we believe it will enhance the commercial area while giving our client a unique appearance.

Sincerely;

Stephan Markov
Morgan Sign Co.



PROJECT: **EXHIBIT A Page 2 of 5**

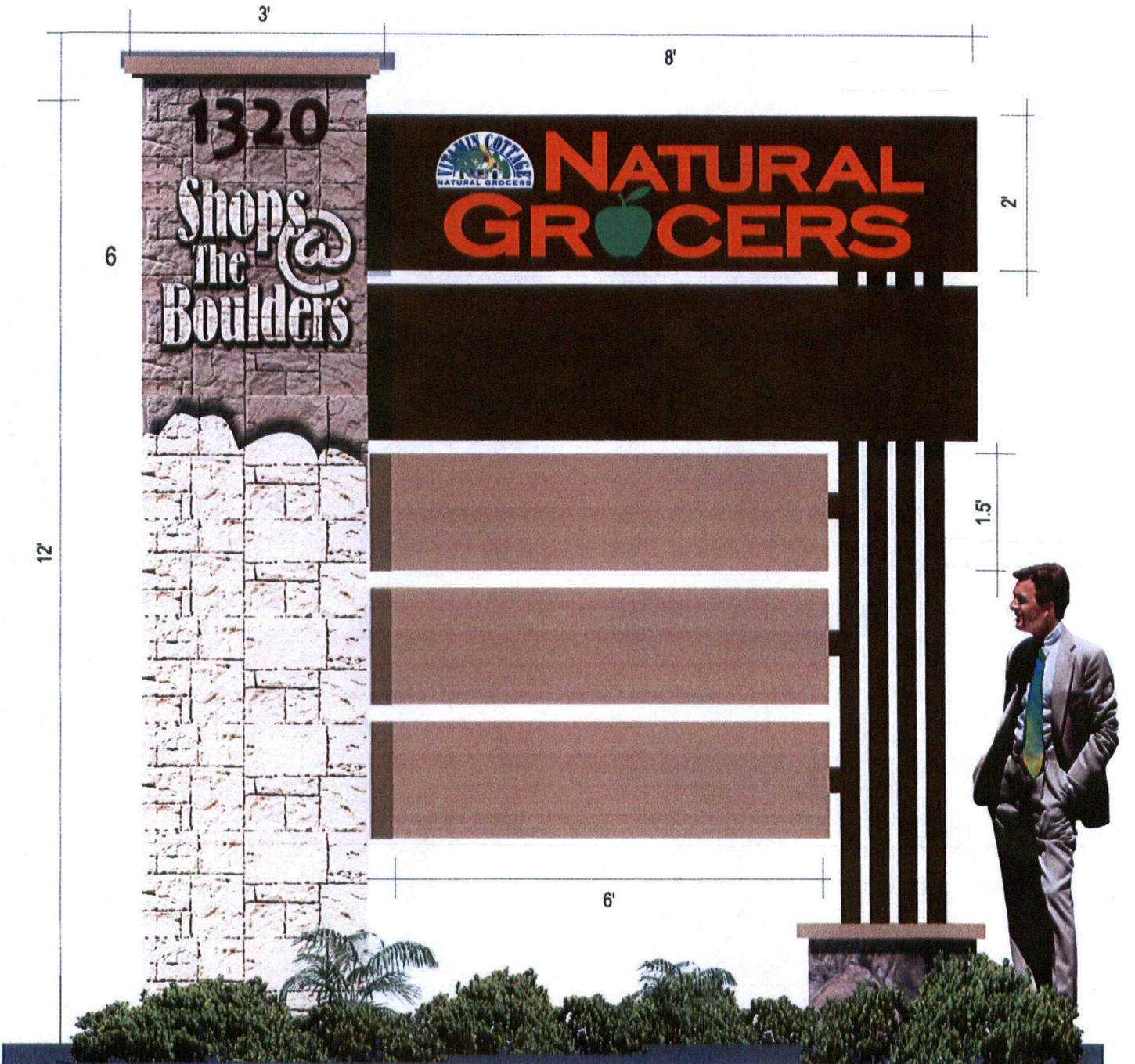
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 DATE: _____
 CUSTOMER APPROVAL: _____

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 Prescott, AZ 86301
 p 928.778.6331
 f 928.778.5092
 www.morgansign.com
 morgansign@cableone.net



SIGN A

INTERSECTION OF WillowCreek Rd & SailGardner Way

PROJECT: *Exhibit A Page 3 of 5*

DRAWN BY: SKM	SCALE: NTS
DATE:	
CUSTOMER APPROVAL:	

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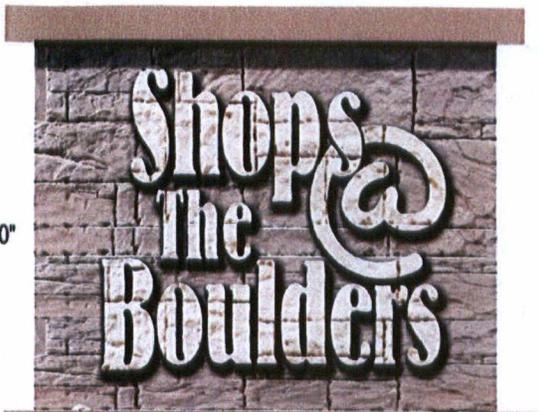
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3'

20"x30"

4.2



10x40"

2.75 x 5
13.75

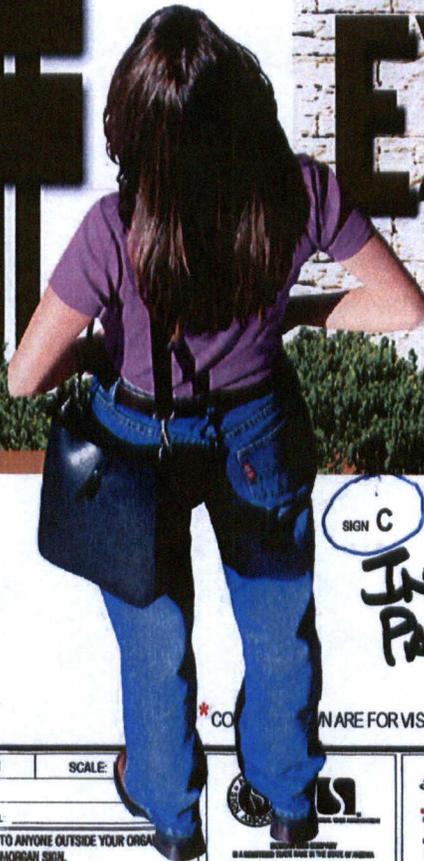
10'

3'



5'

1320



SIGN B

GAIL GARDNER WAY

SIGN C

INTERNAL PARKING LOT

* COLORS ARE FOR VISUAL PRESENTATION ONLY. ACTUAL COLORS MAY VARY

PROJECT: EXHIBIT A Page 4 of 5

DRAWN BY: SKM

SCALE:

DATE:

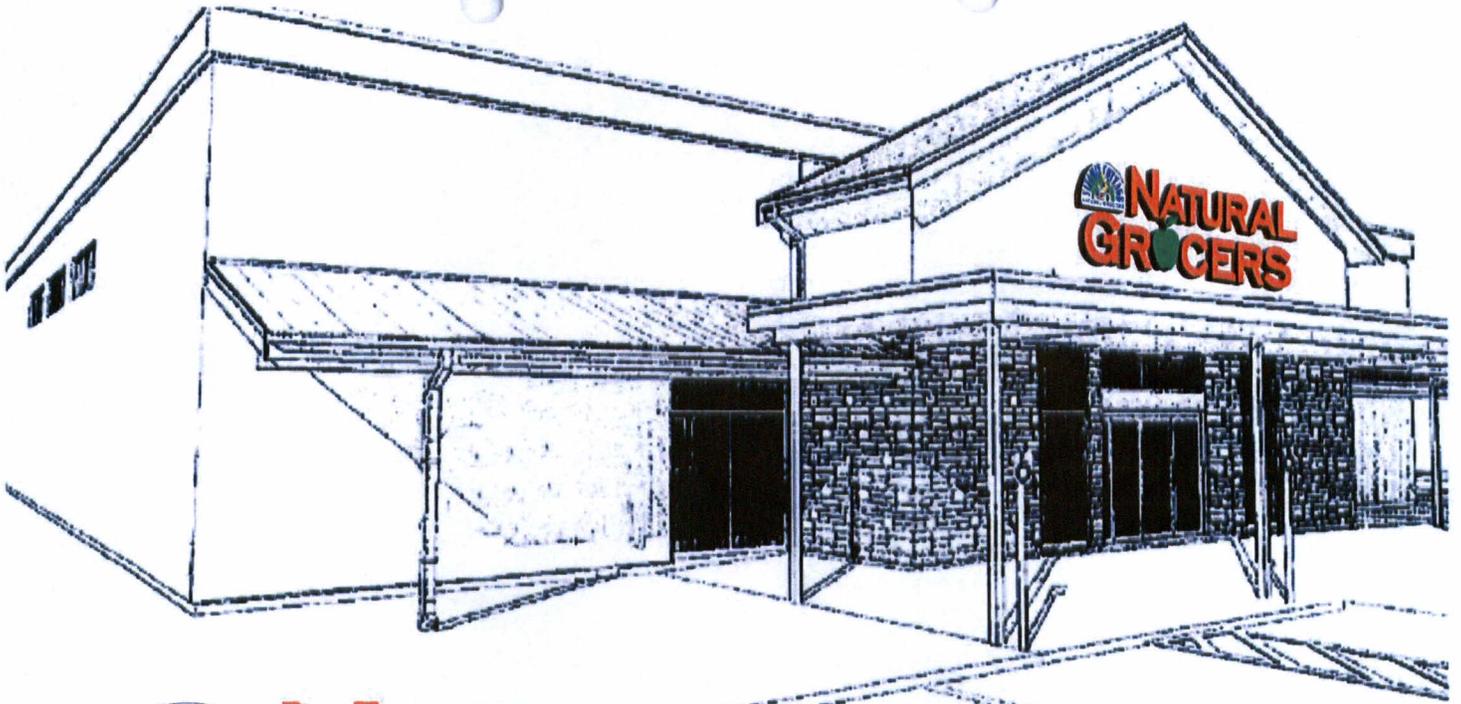
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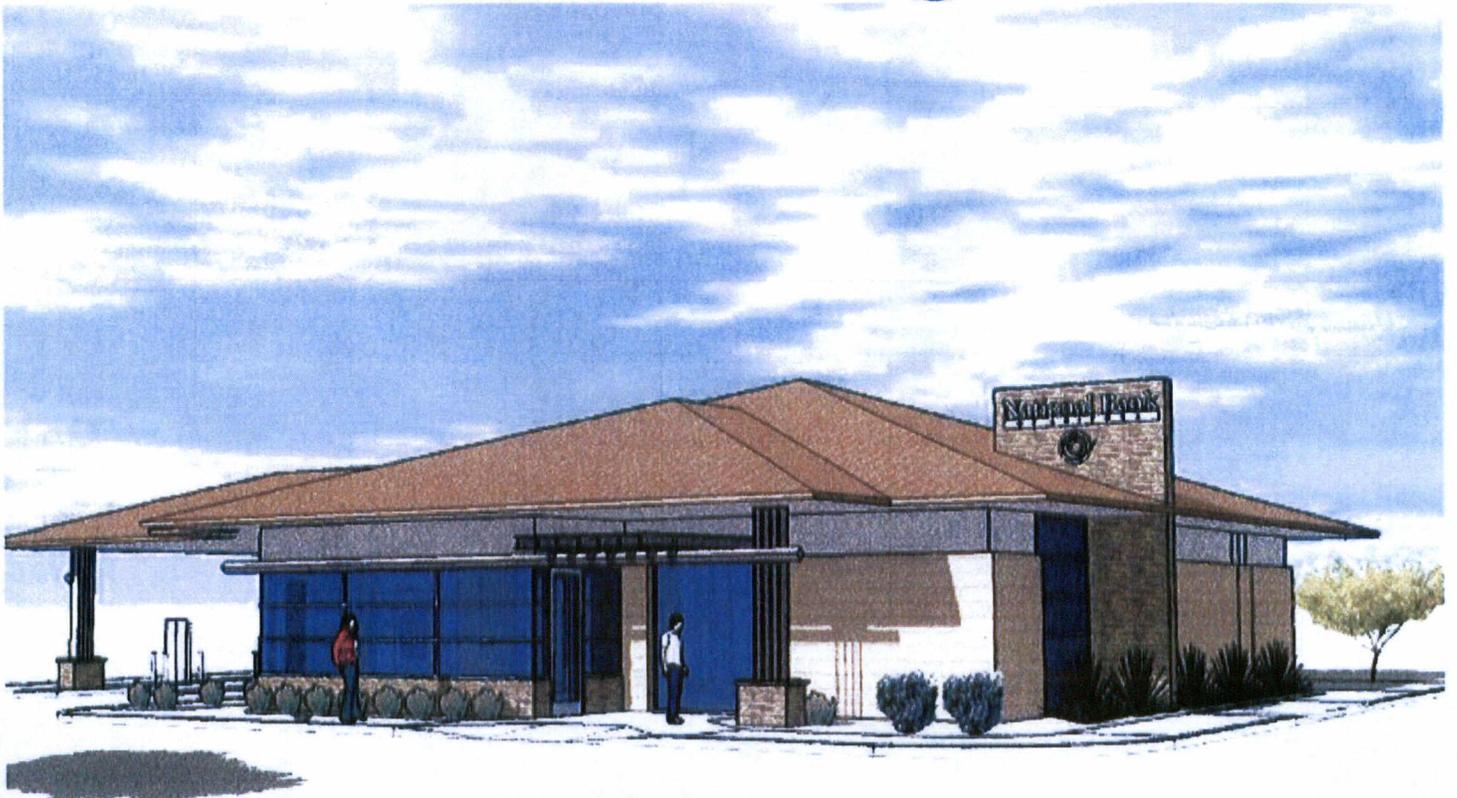
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morgansign@cableone.net



NATURAL GROCERS

WALL MOUNTER SIGNAGE:
ALL GRAPHICS TO BE INDIVIDUAL CHARACTERS WITH TRANSLUCENT FACE
AND INTERNAL ILLUMINATION - LED or NEON

SIGN E



PROJECT: *EXHIBIT A Page 5 of 5*

DRAWN BY: SKM	SCALE: NTS
DATE:	
CUSTOMER APPROVAL:	

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Prescott, AZ 86301
p 928.778.6331
f 928.778.5094
www.morgansign.com
morgansign@cabloone.net

COUNCIL AGENDA MEMO – May 22, 2012

DEPARTMENT: Public Works

AGENDA ITEM: Approval of an extension of City Contract No. 2011-422 with Roadsafe Traffic Systems, Inc., for City street pavement markings in the amount of \$77,515.24

Approved By:

Date:

Department Head: Mark Nietupski

May 10, 2012

Finance Director: Mark Woodfill

City Manager: Craig McConnell



5-14-12

Item Summary

This item is to approve an extension to a unit price contract for annual pavement markings for streets in the downtown business district and other locations within the City. The entire work is to be completed by June 30, 2012.

Background

On April 26, 2011, City Council approved Contract No. 2011-422 for application of pavement markings on City streets. The contract includes an option for extending the agreement for two one-year periods at the unit prices originally bid. Roadsafe recently restriped several streets which were completed last year but required reapplication prior to City acceptance of the work. The reapplication was done at no additional cost to the City.

A review of the existing contract pricing finds the unit prices of the contract to be at or lower than those in recent bid documents sampled from various City and State projects.

Roadsafe is prepared to start the work immediately to meet the deadline for painting of the Central Business District (Downtown) and completing the work on other arterial and collector streets prior to June 30, 2012.

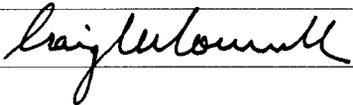
City streets included in the FY 13 reconstruction and pavement rehabilitation program will not be restriped under this contract.

Budget

FY 2012 Funding for this pavement marking procurement is available in Account No. 2157810-8575-90126 (1% Streets and Open Space).

Recommended Action: MOVE to award an extension of City Contract No. 2011-422, with Roadsafe Traffic Systems, Inc., of Phoenix, Arizona, requiring all work to be completed by June 30, 2012, in the total amount of \$77,515.24.

COUNCIL AGENDA MEMO – May 22, 2012
DEPARTMENT: Public Works
AGENDA ITEM: Award of bid and contract to Fann Environmental, LLC, for the Sundog Wastewater Treatment Plant Nitrification/DeNitrification Upgrades Project in the amount of \$1,150,128.00

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell 	5-16-12

Item Summary

This item is to award a bid and contract to Fann Environmental, LLC, to perform improvements on the oxidation ditches and aeration blowers, and upgrade instrumentation and electrical controls for both process units at the Sundog Wastewater Treatment Plant. The project is necessary to maintain operational compliance with the Arizona Department of Environmental Quality (ADEQ) limits for nitrogen defined in the Aquifer Protection Permit for the plant.

Background

In 2009 the City contracted for the Sundog Wastewater Treatment Plant (WWTP) and Airport Water Reclamation Facility (WRF) Capacity and Technology Master Plans (Master Plan). On September 28, 2010, the Master Plan recommendations were presented to Council. One of the conclusions was to improve the nitrification/de-nitrification process at the Sundog WWTP to address process issues and assure the WWTP continued to operate within regulatory requirements. The process will be enhanced by accelerating the biological process through improved conditions (enhanced oxygen control and increased uniformity of mixture). These conditions will be monitored and controlled through an automated Supervisory Control and Data Acquisition (SCADA) system to ensure that the total nitrogen released by the Sundog WWTP is in conformance with the permit level allowed by ADEQ.

Water Works Engineering performed process engineering evaluations to define the improvements needed in the nitrification/de-nitrification process. This engineering was a separate task identified in the Scope of Services for expansion of the Airport Water Reclamation Facility. The work included contract drawings, specifications and cost estimates to complete the process improvements. Final design plans were completed in March 2012.

Bid Results

The construction project was advertised for bids on March 25, and April 1, 2012. A mandatory pre-bid meeting was held on April 5, 2012. On April 26, 2012, three bids were received as follows:

Agenda Item: Award of bid and contract to Fann Environmental, LLC, for the Sundog Wastewater Treatment Plant Nitrification/DeNitrification Upgrades Project in the amount of \$1,150,128.00

Fann Environmental, LLC	Prescott, Arizona	\$1,150,128.00
Citywide Contracting, LLC	Phoenix, Arizona	\$1,154,000.00
AJP Electric, Inc.	Phoenix, Arizona	\$1,603,215.00
Engineer's Estimate		\$950,000.00

Project Schedule

The project is anticipated to begin the week of June 11th with completion anticipated in November 2012.

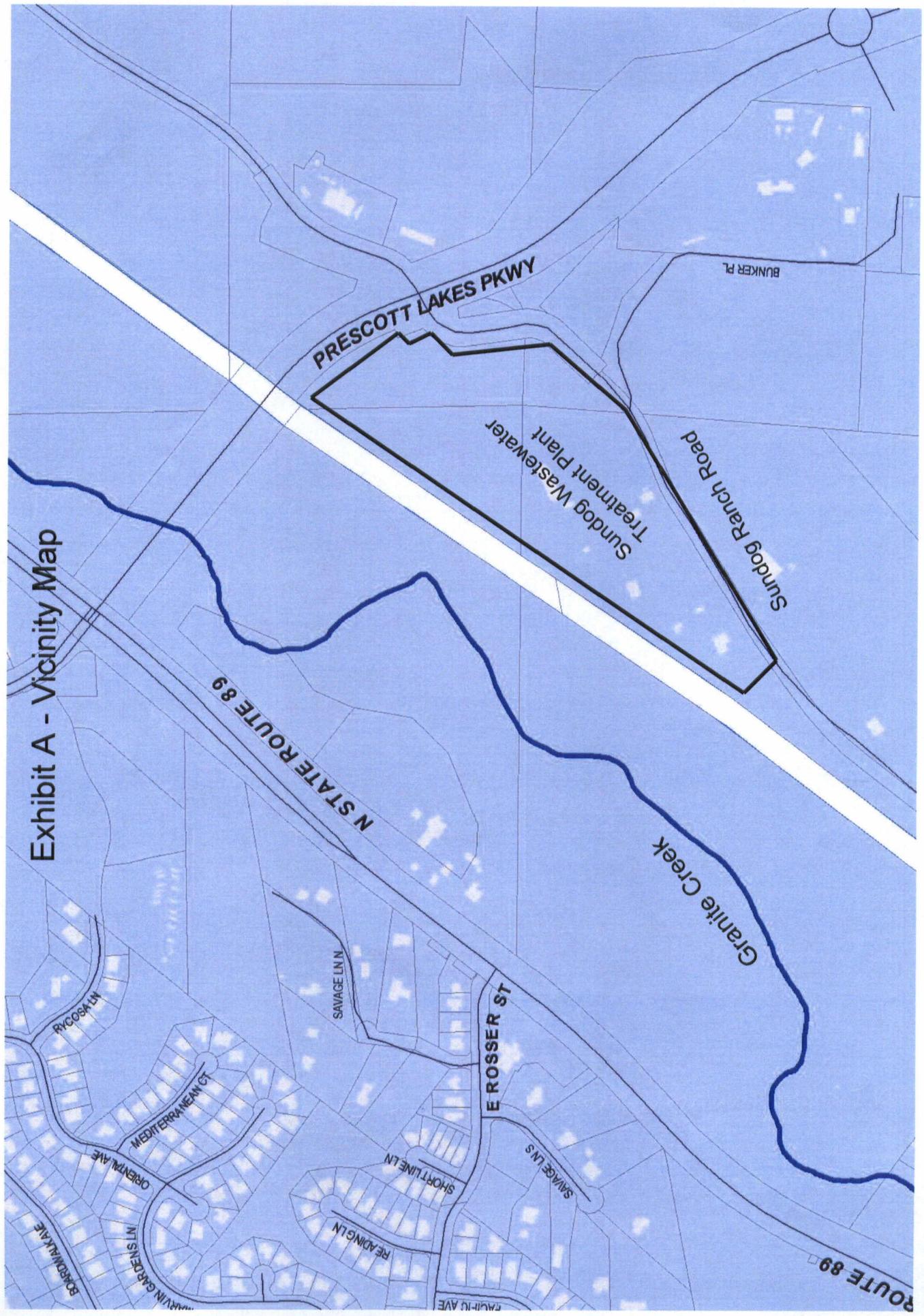
Budget

FY12/13 funding is available for this project in the Wastewater Fund. (Budget Account No. 7207810-8930-11015).

Attachment - Location Map

Recommended Action: **MOVE** to award the bid and contract to Fann Environmental, LLC, for the Sundog Wastewater Treatment Plant Nitrification/DeNitrification Upgrades Project in the amount of \$1,150,128.00.

Exhibit A - Vicinity Map



COUNCIL AGENDA MEMO – May 22, 2012

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Resolution No. 4129-1239 authorizing the City of Prescott to enter into an Intergovernmental Agreement with the Yavapai County Flood Control District for relocation of City owned utility infrastructure in conflict with the Forbing Park Drainage Improvements project within Yavapai County jurisdiction

Approved By:

Date:

Department Head: Mark Nietupski

Finance Director: Mark Woodfill

City Manager: Craig McConnell



5-16-12

Item Summary

Approval of this item will authorize the City to reimburse the Yavapai County Flood Control District (YCFCD) for actual costs of construction to relocate City utility infrastructure in conflict with the planned Forbing Park Drainage Improvements project to be constructed by the District. The estimated City cost is in the amount of \$80,000.00.

Background

In 2010 the YCFCD began planning drainage improvements in the Forbing Park subdivision. In the process of designing a major storm drain in Adams Avenue, the District determined that segments of City sewer main are in conflict and would require relocation. Additionally, some water service lines will also require reconstruction due to the drainage improvements. The County owns the right-of-way and the City operates its utilities under permit. As a third-party utility, the City is responsible for relocating its facilities to accommodate the project. The YCFCD incorporated the sewer relocation in the drainage project design and will bid and construct the sewer main as part of the storm drain project in addition to water services disrupted by the improvements. The City will be responsible for reimbursing the actual costs of utility construction under the contract upon project completion.

Constructing the drainage and utility work together under one contract will be more efficient and cost effective due to the close proximity of the facilities. The City's proposed FY 13 Budget includes amounts for this work in the Sewer and Water Funds.

The District has scheduled project construction in Summer 2012.

Attachments - Intergovernmental Agreement
Resolution No. 4129-1239
Vicinity Map

Recommended Action: MOVE to adopt Resolution No.4129-1239.

RESOLUTION NO. 4129-1239

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT (DISTRICT) AND PROVIDING FOR THE CONSTRUCTION OF SEWER MAIN RELOCATION IN CONJUNCTION WITH THE FORBING PARK DRAINAGE IMPROVEMENTS PROJECT TO BE CONSTRUCTED BY THE FLOOD CONTROL DISTRICT WITHIN COUNTY RIGHT-OF-WAY

RECITALS:

WHEREAS, the City and the District wish to enter into a certain Intergovernmental Agreement for the City to provide funds to the District for sewer main replacement and relocation; and

WHEREAS, the City is the owner of utility infrastructure within County right-of-way and operates under a permit granted by the County and is obligated to relocate its utilities when in conflict with planned County projects; and

WHEREAS, the District agrees to incorporate the construction of the City's utility relocation into its drainage improvements project and cause them to be constructed; and

WHEREAS, the benefits of having recommended stormdrain and utility improvements designed and constructed in tandem will allow the City and the District to coordinate design and construction efforts and provide an efficient and cost-saving method of construction; and

WHEREAS, the City of Prescott and the Yavapai County Flood Control District have the authority to enter into the foregoing agreement pursuant to ARS Sections 11-952 and 9-240(5).

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement with the Yavapai County Flood Control District for the City to provide funds to the District for the City utility improvements as part of the Forbing Park Drainage Improvements project, as set forth in Exhibit "A" which is attached and made a part hereof.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 22nd day of May, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT
YAVAPAI COUNTY FLOOD CONTROL DISTRICT / CITY OF PRESCOTT
FORBING PARK DRAINAGE IMPROVEMENTS

THIS AGREEMENT, entered into this ____ day of _____, 2011 by and between YAVAPAI COUNTY FLOOD CONTROL DISTRICT, a political subdivision of this State of Arizona (hereinafter called the "District") and the CITY OF PRESCOTT, a municipal corporation of Arizona (hereinafter called the "City").

WHEREAS, both the City and the COUNTY own certain public right-of-ways in the Forbing Park Subdivision; and

WHEREAS, the CITY owns the sanitary sewer system and certain water mains within the Adams Avenue right-of-way in the Forbing Park Subdivision; and

WHEREAS, the District desires to construct new underground storm drains that connect to the City's storm drain system and will impact existing City utilities; and

WHEREAS, the Parties are authorized, pursuant to Section 11-251 of the Arizona Revised Statutes to enter into agreements for joint or cooperative action.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

SECTION 1 - THE DISTRICT WILL:

- (A) Design the Forbing Park drainage improvements (consisting of installing drainage conduit within the right-of-way of Adams Avenue with small laterals within the Kile and Shoup Street right-of-ways); design the required sewer and water relocation and improvements to City standards, specifications and details.
- (B) Publish a Request for Bids, award a bid (in accordance with the District's procurement policy) and contract for the construction of the Forbing Park Drainage Improvements. Relocation and upgrading of interfering sanitary sewer will be included in the project construction. The District shall initially pay all costs for the project in accordance with its contract with the Contractor. The sanitary sewer and water relocation and upgrade will be reimbursed by the City to the District pursuant to Section 2(C) of this Agreement.
- C) Provide overall project management and construction inspection.
- D) Consult and coordinate with City regarding sanitary sewer and water construction and inspection. In addition to Quality Control tests the District may

require for its purposes, the District will require the Contractor to submit materials submittals and perform Quality Control Testing for the City's approval including:

- 1) Materials Submittals for bedding, shading, pipe, manhole and any other material used in constructing City infrastructure to be reviewed and approved by the City..
- 2) Moisture/density, gradation, compaction and other Q.C. tests related to backfill and compaction of material in accordance with the specifications to be witnessed by the City and copies of test results furnished to the City.
- 3) Low-pressure Air Test for sanitary sewers in accordance with the specifications and with ADEQ Engineering Bulletin 11, Chapter IV and in accordance with Arizona Administrative Code Title 18 Chapter 9 Part E301(D)(2)(j)(i) to be witnessed by the City
- 4) Deflection Testing (Mandrel) for sanitary sewer mains in accordance with the specifications to be witnessed by the City.
- 5) Closed Circuit Television in accordance with the specifications, to be witnessed by the City and a copy of the video given to the City.
- 6) Negative Air Pressure (Vacuum) Test for sanitary sewer manholes in accordance with the specifications and with ASTM C-1244-3 and Arizona Administrative Code Title 18 Chapter 9 Part E301(D)(3)(f) to be witnessed by the City.

Any testing done solely at the request of the City will be included in the City's portions of the project costs.

- (E) Provide the City with as-built digital, bond and mylar drawings in accordance with City standards and City Coordinate System. Any as-built drawings created solely at the request of the City will be included in the City's portion of the project costs.
- (F) Obtain all permits prior to construction and bidding, as appropriate.
- (G) Notify and advise the Contractor to verify crossings of all water services before beginning construction and require the Contractor to replace all damaged water service lines from the water main to the water meter or to the property/ right-of-way line. Couplings and/or splices below the pavement section shall not be allowed.

SECTION 2 - THE CITY WILL:

- (A) Provide inspection of sanitary sewer and water relocation and upgrade for the improvements as set forth by Section 1 Notification will be given a minimum of 24 hours in advance of inspection requirements. In order to keep the project on schedule, the City will be available for all inspections at the scheduled time or

will forfeit their right to participate. In the case of unforeseen circumstances, the City shall notify the District in writing as soon as possible. Inspection protocol shall be as follows:

- i. Inspection of placement of bedding, shading, and backfill material
- ii. Inspection of placement of sewer main and manholes and related infrastructure.
- iii. Witness Quality Control Tests to be performed by contractor as noted in the technical specifications and Section 1D.
- iv. Perform final walkthrough on all improvements related to City infrastructure and provide punch list of deficient items.
- v. Attend construction meetings as needed.
- vi. In addition to Quality Control testing performed by the Contractor, the City reserves the right to perform Quality Assurance testing by a third party independent firm at the City's discretion.

(B) Shall ensure that all coordination, correspondence, instructions, approvals, rejections to or from the City and the Contractor shall be routed through the representative of the District.

(C) Shall reimburse the District for final project costs based on the construction contract unit bid prices for the respective work items, measured as-built quantities, and any City authorized changes in the work which may increase or decrease utility relocation costs and occur during construction which will comprise the final agreed upon amount. The City shall pay the District for portions of the work substantially completed when requested by the District, excepting that the City may withhold retention until final completion and acceptance in accordance with MAG Section 109. The Engineer's Estimate of construction costs for relocation of City water and sewer facilities is in the amount of \$80,000.00.

(D) Accept the sanitary and water facilities upon completion and acceptance of the improvements.

SECTION 3- INSURANCE AND WARRANTY

(A) The District shall require the Contractor to designate the City Of Prescott as an Additional Insured on all liability policies as required by the contract for construction including the Completed Operations Aggregate, in accordance with the Districts insurance requirements.

(B) The District shall require the Contractor to provide a Two (2) year warranty on all utility improvements beginning as of the date of final acceptance. The District shall enforce the terms of the warranty and shall act upon and require the Contractor to make the required repairs when notified by the City of a warranty deficiency.

SECTION 4 - MISCELLANEOUS PROVISIONS:

- (A) The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way affect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
- (B) The terms and conditions of this agreement shall be construed and governed in Accordance with the laws of the State of Arizona.
- (C) 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.
- (D) 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.
- (E) This Intergovernmental Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by a written instrument signed by the authorized agents of the parties hereto.

SECTION 5 - NOTICES:

Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Prescott:	City of Prescott C/o Public Works Director P.O. Box 2059 Prescott, AZ 86302
District:	Yavapai County Flood Control District C/o Flood Control District Director 500 South Marina Street Prescott, AZ 86303

These addresses may be changed by either party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

SECTION 6 - CONFLICT OF INTEREST:

Pursuant to ARS §38-511, either party public agency hereto may cancel this Intergovernmental Agreement without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of said party is, any time in which the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement.

SECTION 7 - TERM

The term of this IGA shall commence on the date approved by both parties and shall terminate on that date of the expiration of the construction warranty period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

CITY OF PRESCOTT

YAVAPAI COUNTY FLOOD
CONTROL DISTRICT

Marlin Kuykendall, Mayor

Thomas Thurman, Chairman
Yavapai County Flood Control District
Board of Directors

ATTEST:

ATTEST:

Title:
City of Prescott

Julie Ayers, Clerk of the Board
Yavapai County Flood Control District

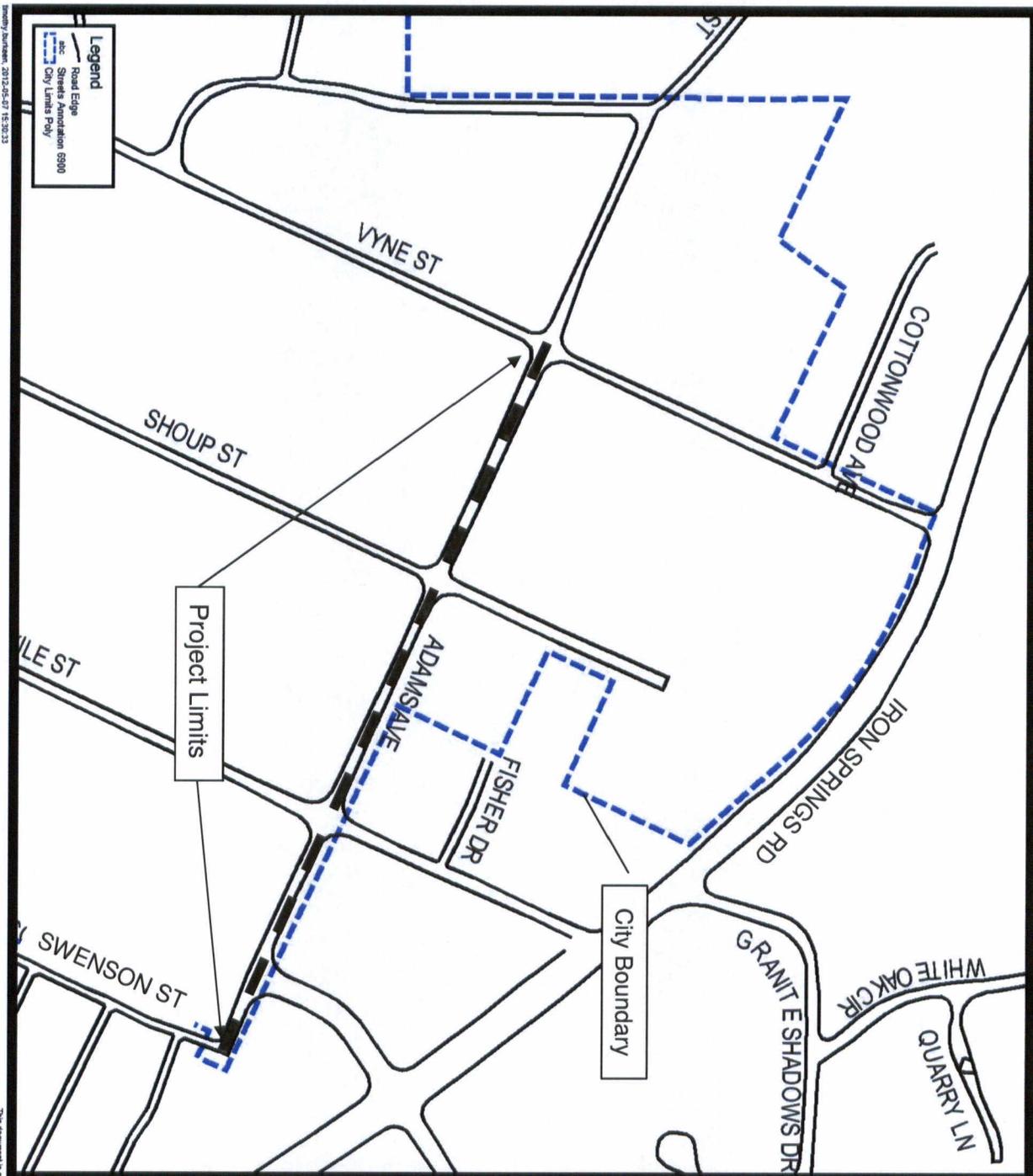
DETERMINATIONS OF COUNSEL

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

By _____ Date _____
Counsel for Yavapai County Flood Control District

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

By _____ Date _____
Gary D. Kidd, City Attorney
Counsel for the City of Prescott



Inventory: 2/16/2011, 2011-05-07 15:30:23

Legend

- Road Edge
- Streets Annotation (8900)
- City Limits Poly

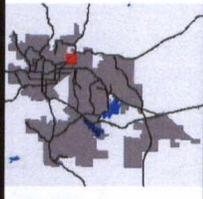
Project Limits

City Boundary

This document is a public representation only of final available services. The City of Prescott assumes no responsibility for any errors.

This map is a product of the City of Prescott GIS

Forbing Park Sewer Main Replacement



COUNCIL AGENDA MEMO – May 22, 2012**DEPARTMENT:** Public Works**AGENDA ITEM:** Award of bid and contract to Truesdell Corporation for the Concrete Dams Repair Project in the amount of \$945,945.00**Approved By:****Date:****Department Head:** Mark Nietupski

May 10, 2012

Finance Director: Mark Woodfill**City Manager:** Craig McConnell

5-16-12

Item Summary

This item is to award a bid and contract to perform concrete repairs to the City-owned dams at Upper and Lower Goldwater Lakes, Willow Creek Dam at Willow Lake, and Granite Creek Dam at Watson Lake. In FY 13 a second project will replace 3 valves on Granite Creek Dam and install apparatus for operations and worker safety at both Willow Creek and Granite Creek Dams.

Background

The Upper Goldwater, Lower Goldwater, Granite Creek and Willow Creek dams were constructed between 1919 and 1936; each requires periodic maintenance.

Regulatory oversight of dams within Arizona is exercised by the Dam Safety Section of the Arizona Department of Water Resources (ADWR). A yearly inspection of each dam is performed by ADWR, accompanied by City Utility Operations and Engineering personnel. The report of observed conditions, requirements, and recommendations is then prepared by ADWR and forwarded to the City.

There are no structural issues at present, however, recent ADWR reports have identified varying degrees of concrete surface deterioration at several locations on each of the dams. Repairs are necessary to mitigate/arrest concrete surface deterioration in order to maintain the structural integrity.

Project plans and specifications were prepared in accordance with the U.S. Bureau of Reclamation guidelines and have been reviewed and approved by ADWR. Additionally, ADWR approved the Quality Assurance plan and will periodically inspect the progress of the work.

Agenda Item: Award of bid and contract to Truesdell Corporation for the Concrete Dams Repair Project in the amount of \$945,945.00.

Bid Results

A mandatory pre-bid meeting was held on March 22, 2012; six bids were received on April 27, 2012, as follows:

<u>Bidder</u>	<u>Location</u>	<u>Total Bid</u>
Truesdell Corporation	Phoenix, AZ	\$ 945,945.00
Superior Gunitite	Lake View Terrace, CA	\$1,252,987.00
Fann Contracting, Inc.	Prescott, AZ	\$1,280,753.00
Quest Civil Constructors, Inc.	Phoenix, AZ	\$1,521,521.00
Robert E. Porter Company, Inc.	Phoenix, AZ	\$1,772,299.00
Technology Construction, Inc.	Prescott, AZ	\$1,793,000.00
Engineer's Estimate		\$ 966,067.00

Written confirmation of their bid has been received from the low responsive bidder, Truesdell Corporation. Verification of the company's license, bonding, references, and past performance of similar projects has been completed.

Schedule

The contract allows seventy five (75) calendar days for completion of the work with project milestones listed below:

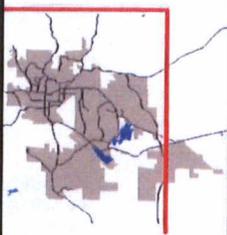
Award of Contract	May 22, 2012
Pre-Construction Meeting	May 29, 2012
Notice to Proceed (NTP)	June 11, 2012
Substantial Project Completion	August 24, 2012

Budget

FY 2012/2013 funding for this project is from the Water Fund, Account No. 700-7810-8930-09532.

Attachment - Location Map

Recommended Action: **MOVE** to award the bid and contract to Truesdell Corporation for the Concrete Dams Repair Project in the amount of \$945,945.00.

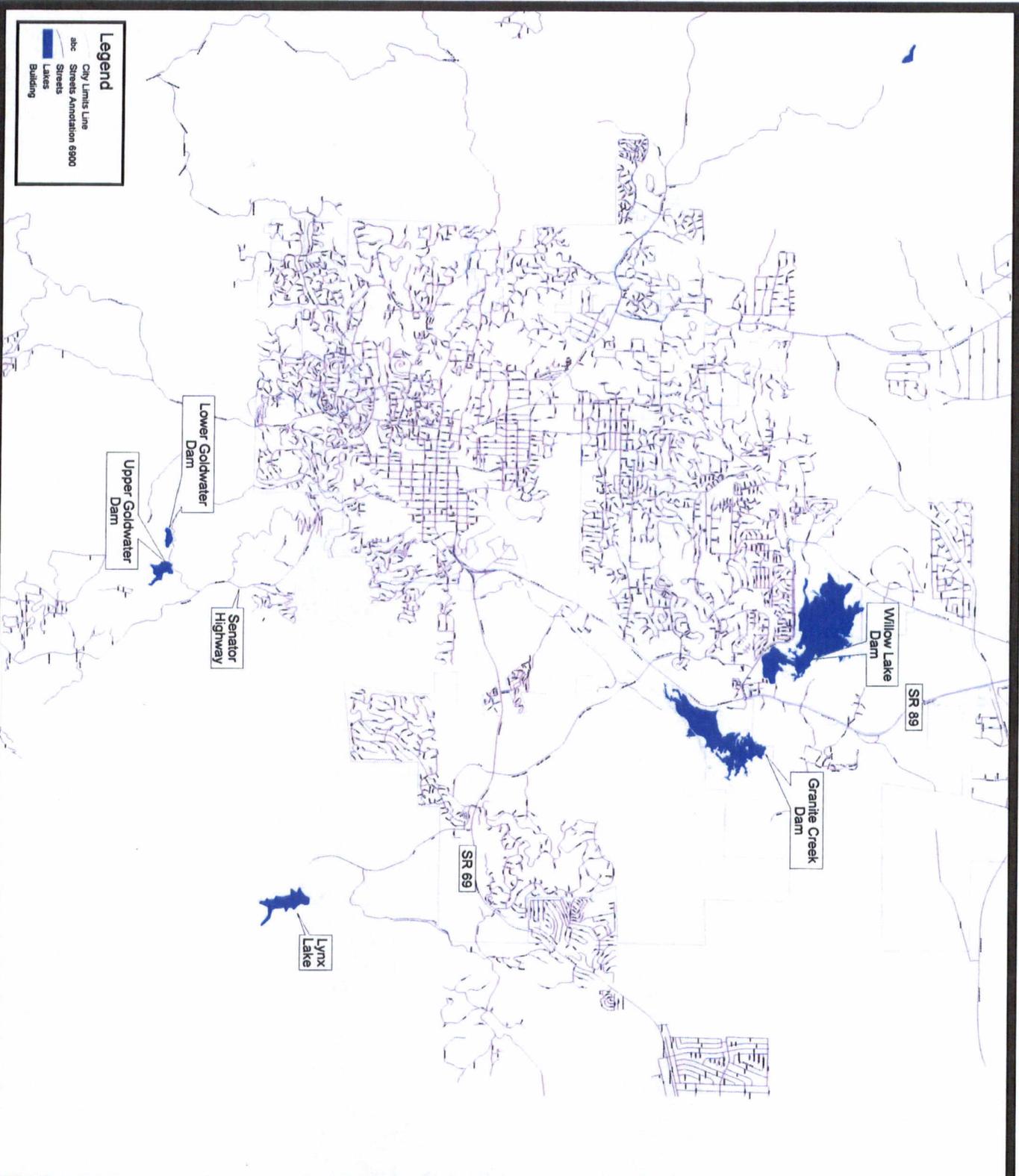


Vicinity Map Prescott Dam Repairs Project

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



0 1" = 8000'



Legend

- City Limits Line
- Streets Annotation 8500
- Lakes
- Buildings

COUNCIL AGENDA MEMO – May 22, 2012

DEPARTMENT: Public Works

AGENDA ITEM: Approval to perform night work along portions of Gurley Street, Cortez Street, and Montezuma Street associated with the FY 2013 Pavement Rehabilitation Project

Approved By:

Date:

Department Head: Mark Nietupski

Finance Director: Mark Woodfill

City Manager: Craig McConnell



5-14-12

Item Summary

Approval of this item will authorize the performance of night work for asphalt milling and overlay construction associated with the FY 2013 Pavement Rehabilitation Project including: Gurley Street (Marina Street to Rush Street), Cortez Street (Sheldon Street to Goodwin Street), and Montezuma Street (Gurley Street to Goodwin Street).

Background

Construction plans are complete for the FY 2013 Pavement Rehabilitation Project, which is scheduled for bidding this month. The project generally consists of removing, by milling, the upper two to three inches of existing asphalt pavement and repaving with new hot mix asphalt. The project also includes the resurfacing of designated streets with Asphalt Concrete Friction Course – Asphalt Rubber (ACFC-AR). Performing the mill and paving of the above named streets at night will minimize the project impact on businesses and traffic on these busy streets.

ACFC-AR paving is temperature sensitive and must be performed during the day. However, this activity typically moves fairly rapidly and is less disruptive to traffic and access.

City Code Title 5-4-2: Specific Acts Prohibited, requires City Council approval for any night work after 8:00 PM. Pending Council approval of this request the bid documents will include the requirement for work at night.

Pending award of a contract and FY 2013 budget approval, the project will commence in late July 2012.

Attachment - Location Map

Recommended Action: **MOVE** to approve the performance of night work along portions of Gurley Street, Cortez Street, and Montezuma Street for the FY 13 Pavement Rehabilitation Project.

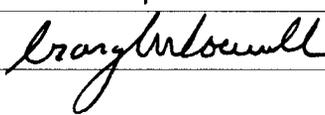
COUNCIL AGENDA MEMO – May 22, 2012

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Resolution No. 4128-1238 approving an Intergovernmental Agreement with the State of Arizona through its Department of Transportation for the SR 89 / White Spar Enhancement Project, Copper Basin Road to Peterson Lane

Approved By:

Date:

Department Head: Mark Nietupski	May 8, 2012
Finance Director: Mark Woodfill	
City Manager: Craig McConnell 	5-16-12

Item Summary

Approval of this item will authorize an Intergovernmental Agreement (IGA) with the State of Arizona through its Department of Transportation (ADOT) for the SR 89 / White Spar Enhancement Project, Copper Basin Road to Peterson Lane. The IGA recites the responsibilities of the City and State pertaining to construction and maintenance of the improvements to the highway within State right-of-way and City jurisdiction.

Background

In 2010 the City endorsed a grant application submitted to ADOT for Transportation Enhancement Funds for improvements to the above segment of SR 89 including roadway widening, new sidewalks, Americans with Disabilities Act (ADA) compliant ramps, and bike lanes. When completed, the project will provide improved facilities enhancing safety for both pedestrians and bicyclists. The project length is approximately 4,200’.

Under the terms of the IGA, the State will design, advertise, award, and administer construction of the roadway improvements and maintain roadway, drainage facilities, and bike lanes as needed. ADOT does not maintain sidewalks which are constructed within the ADOT right-of-way but relies on municipalities for sidewalk maintenance where such improvements exist; therefore the IGA is required. The City will assume structural maintenance responsibility for the sidewalk and ADA ramps constructed along White Spar Road within City jurisdiction. Routine sidewalk surface maintenance for snow, ice, and removal of debris will be the responsibility of adjacent property owners per Prescott City Code Section 8-1-2.

Utility relocation work is scheduled to begin this summer with the roadway improvement project scheduled to bid in Fall 2012.

- Attachments** - Intergovernmental Agreement
Resolution No. 4128-1238
Location Map

Agenda Item: Adoption of Resolution No. 4128-1238 approving an Intergovernmental Agreement with the State of Arizona through its Department of Transportation for the SR 89 / White Spar Enhancement Project, Copper Basin Road to Peterson

Recommended Action: MOVE to adopt Resolution No. 4128-1238.

RESOLUTION NO. 4128-1238

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THROUGH ITS DEPARTMENT OF TRANSPORTATION (ADOT), AND PROVIDING FOR THE CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS TO SR 89 / WHITE SPAR ROAD, COPPER BASIN ROAD TO PETERSON LANE, WITHIN STATE RIGHT-OF-WAY AND CITY JURISDICTION

RECITALS:

WHEREAS, the City and State of Arizona through its Department of Transportation wish to enter into an Intergovernmental Agreement ("IGA") for the design, construction, inspection and maintenance of State Route 89 / White Spar Road, from Copper Basin Road to Peterson Lane as shown on Exhibit "A" to the IGA; and

WHEREAS, a portion of State Route 89 / White Spar is located within the corporate limits of the City of Prescott; and

WHEREAS, the parties have deemed it to be in the public interest of the citizens of Prescott for the construction project to be completed; and

WHEREAS, the City of Prescott and the Arizona Department of Transportation have the authority to enter into the foregoing agreement pursuant to ARS Sections 11-952 and 9-240(5).

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement between the City of Prescott and the State of Arizona for the following:

- A. The State will design, advertise, award and administer construction of roadway improvements, including but not limited to, roadway widening, sidewalk enhancements, American with Disabilities Act (ADA) complaint ramps, and bike lanes, hereinafter referred to as the Project.
- B. The State will maintain roadway, drainage facilities and bike lanes as needed.
- C. The City will assume structural maintenance responsibility for the sidewalk constructed within City jurisdiction.
- D. Routine sidewalk surface maintenance for naturally occurring snow, ice, and

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 22nd day of May, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

ADOT File No.: IGA/JPA 10-1991
AG Contract No.: P001 2012 001372
Project: Enhancements
Section: SR 89 – White Spar
Project No.: STP-089-A(201)A
TRACS No.: H755301C
TIP/STIP No.:
Budget Source Item No.:12511/75310/
75311/72511

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PRESCOTT

THIS AGREEMENT is entered into this date _____, 2012, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PRESCOTT, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the City.

3. The project lies within the boundary of the City and Yavapai County and has been endorsed by the City, the survey of the project has been completed, and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its authorization and funding.

4. The State will design, advertise, award and administer construction of roadway improvements, including but not limited to, roadway widening, sidewalk enhancements, Americans with Disabilities Act (ADA) compliant ramps, and bike lanes, hereinafter referred to as the Project. The State will maintain roadway, drainage facilities and bike lanes as needed; the City will assume structural maintenance responsibility for the sidewalk constructed within City jurisdiction. Routine sidewalk surface maintenance for naturally occurring snow, ice, and removal of debris will be the responsibility of the adjacent property owner per Prescott City Code Section 8-1-2.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Prepare design plans, specifications (PS&E's) and other such documents and services required for the construction bidding and construction of the Project and incorporate or resolve comments from the City as appropriate.

b. Upon authorization by FHWA and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

c. Maintain the roadway, bike lanes and drainage facilities within State right-of-way.

d. Grant or confirm per established procedures of the State's Prescott District Permit Office, that the City has a valid-specific area Encroachment Permit on file for structural sidewalk and ADA ramp maintenance and emergency structural maintenance work provided by the City and routine sidewalk surface maintenance provided by adjacent private property owners per Prescott City Code Section 8-1-2 within the State's rights of way and City jurisdiction on SR 89 / White Spar Road between Copper Basin Road and Peterson Lane. Agree any new construction or installation shall require a separate permit through the State's Prescott District Permit Supervisor, as per the Prescott District's established procedures.

e. Upon completion of the Project, perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

2. The City will:

a. Review design plans, specifications (PS&E's) and such other documents and services for the State to facilitate such management, and provide review comments to the State as appropriate.

b. All costs attributable to any engineering change orders requested by the City shall be the sole responsibility of the City. Such costs shall be paid by the City within thirty (30) days of receipt of an invoice from the State.

c. Upon notice from the State of completion of construction, provide, at its own expense and as an annual item in its budget, proper structural sidewalk maintenance for so long as such sidewalk and ADA ramps that ADOT is to construct remain in place, routine and/or emergency repairs, including conducting repairs necessary to keep the sidewalk uniform in sound structural condition and ramps ADA compliant.

d. Conduct all structural sidewalk maintenance work in a manner to minimize traffic congestion and interference with through-traffic. All traffic control will meet the requirements of the most recent Arizona Department of Transportation's "Traffic Control Design Guidelines".

e. Obtain, per established procedures of the State's Prescott District Permit Office, a valid specific area Encroachment Permit for structural sidewalk maintenance and emergency structural maintenance work provided by the City and routine sidewalk surface maintenance provided by adjacent private property owners per Prescott City Code Section 8-1-2 within the State's rights of way and City jurisdiction on SR 89 / White Spar Road between Copper Basin Road and Peterson Lane. Agree that any

new construction or installation shall require a separate permit as per the Prescott District's established procedures.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements provided herein. However, any provisions for maintenance, provided by the City shall be for so long as the sidewalk and ADA ramps that ADOT is to construct remain in place. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-day (30) written notice to either party. It is understood and agreed that, in the event the City cancels this Agreement, the State shall in no way be obligated to maintain said Project.

2. The parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the *Entity* for the vicarious liability of the State as a result of entering into this Agreement. Each party to this contract is responsible for its own negligence.

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

7. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

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

Arizona Department of Transportation

Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Prescott

Attn: Gary Kidd
201 South Cortez Street
Prescott, Arizona 86302
(928) 777-1274
(928) 777-1325 Fax

For City Financial Matters:

Attn: Mark Woodfill
Budget & Finance Director
201 S. Cortez Street
P.O. Box 2059
Prescott, Arizona 85302
(928) 777-1222
(928) 777-1174 Fax
mark.woodfill@prescott-az.gov

For City Maintenance Matters:

Attn: Stephanie Miller
Field and Facilities Director
2800 Sundog Ranch Road
Prescott, Arizona 85302
928-777-1126
stephanie.miller@prescott-az.gov

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

13. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

14. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

CITY OF PRESCOTT

STATE OF ARIZONA

Department of Transportation

By _____
MARLIN KUYKENDALL
Mayor

By _____
DALLAS HAMMIT, P.E.
Deputy State Engineer, Development

ATTEST:

By _____
LIZ BURKE
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF PRESCOTT

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF PRESCOTT, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2012

City Attorney

COUNCIL AGENDA MEMO – May 22, 2012**DEPARTMENT:** Public Works**AGENDA ITEM:** Award of individual contracts to three companies to provide analytical laboratory services: 1) XENCO Laboratories, Inc., in the amount \$24,200.00, 2) TestAmerica, Inc., in the amount of \$44,700.00, and 3) Bradshaw Mountain Essentials, LLC, in the amount of \$20,000.00**Approved By:****Date:**

Department Head: Mark Nietupski, Public Works Director	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell 	5-16-12

Item Summary

This item is to award individual contracts to three companies, 1) XENCO Laboratories, Inc., 2) TestAmerica, and 3) Bradshaw Mountain Essentials, LLC, to provide analytical laboratory services for water and wastewater permit sampling requirements. The initial term of each contract will be for a period of two years with an option to extend for two additional one-year terms subject to a rate adjustment of no greater than 3% based on the previous year Consumer Price Index (CPI). Since approximately 329 different analytes were included in the bid documents it was anticipated that one (1) vendor would not submit pricing for all items and that multiple contracts would be necessary for the required testing.

Background

The City's wastewater treatment facilities, permitted under an Arizona Department of Environmental Quality (ADEQ) Aquifer Protection Permit (APP), require sampling of effluent discharges, groundwater monitoring wells, and biosolids. Source water conveyed to groundwater recharge from Watson and Willow Lakes also requires sampling under an Underground Storage Facility Permit issued by the Arizona Department of Water Resources (ADWR). Various wastewater samples are collected by City personnel and sent to the compliance laboratory monthly, quarterly, and annually, as required by the regulatory agencies.

The City's Water System is regulated by ADEQ for compliance with the Safe Drinking Water Act. Various water samples are collected and sent to laboratories weekly, monthly, quarterly, annually, every three years, and every five years. The results of the testing are published annually in the Consumer Confidence Report as required by ADEQ.

Agenda Item: Award of contracts to XENCO Laboratories, Inc., TestAmerica, Inc., and Bradshaw Mountain Essentials, LLC, for compliance laboratory services.

Bid Results

Five (5) bids were received from the companies shown in Table 1. The bids included pricing for 329 unique analytes, separate pricing for courier services, and a surcharge for priority analysis. The individual bid items were evaluated in conjunction with the courier and expedited pricing to determine the awards and respective amounts.

Table 1: Bidders and Location

Bidder Number	Bidder	Location
1	Apex Environmental Laboratory, LLC	Tempe, Arizona
2 **	Bradshaw Mountain Essentials, LLC	Prescott, Arizona
3	Legend Technical Services, Inc.	Phoenix, Arizona
4 **	Test America, Inc.	Phoenix, Arizona
5 **	Xenco Laboratory	Phoenix, Arizona

** Company recommended for contract award

- Bidders 4 and 5 are the low bidders on the specific analytes, as recorded in the bid tabulation located in the offices of the City Clerk and Public Works Department.
- Bidders 1 and 3, Apex Environmental and Legend Technical Services, are not recommended for contract award. Their respective bid amounts combined with courier rates makes their bids economically unfavorable.
- Bidder 2, Bradshaw Mountain Essentials, is recommended for award. Although higher for the analyte Coli-ert, they are being recommended due their local laboratory location. Regulatory requirements state that the hold time for fecal coliform must occur within a two (2) hour window. The higher bid item is justified and offset when considering the elimination of courier services associated with the Phoenix firms.

The contract amounts are based on unit prices bid and the frequency of individual tests historically performed.

Budget

Funding is available in the FY12 budget and has been identified in the proposed FY13 budget for analytical laboratory services in the Water and Wastewater Funds (accounts 7005815-8418 and 7205855-8418). Expenditures will be made in Fiscal Years 2012, 2013, and 2014, pending approval of subsequent annual operating budgets.

Recommended Action: MOVE to award unit price contracts for analytical laboratory services to: XENCO Laboratories, Inc., in the amount of \$24,200.00; TestAmerica, Inc., in the amount of \$44,700.00; and Bradshaw Mountain Essentials, LLC, in the amount of \$20,000.00, according to the unit prices in their respective bids.

Water and Wastewater Analytical Services Bid Tab

WATER AND WASTEWATER - SHIPPING AND PRIORITY ANALYSIS					
	Apex	Bradshaw Mtn	Legend Tech	Test America	Xenco Lab
Sample Return Delivery to Lab	\$ 140.00	No Bid	\$ 100.00	\$ 40.00	Covered by lab
Surcharge for Priority Analysis (24hr)	Cost + 100%	No Bid	Cost + 200%	Cost + 100%	Cost + 100%
Surcharge for Priority Analysis (48hr)	Cost + 75%	No Bid	Cost + 100%	Cost + 75%	Cost + 75%
Surcharge for Priority Analysis (72hr)	Cost + 50%	No Bid	Cost + 75%	Cost + 50%	Cost + 75%

WATER ANALYTES					
	Apex	Bradshaw Mtn	Legend Tech	Test America	Xenco Lab
Microbiology					
	Cost	Cost	Cost	Cost	Cost
Total coliform	No Bid	No Bid	\$ 12.00	\$ 13.00	\$ 15.00
Colifert	No Bid	\$ 12.50	\$ 12.00	\$ 13.00	\$ 15.00
Colisure	No Bid	\$ -	No Bid	No Bid	No Bid
Presence-Absence	No Bid	No Bid	\$ 12.00	\$ 13.00	\$ 15.00
Heterotrophic Plate Count	No Bid	No Bid	\$ 20.00	\$ 15.00	\$ 25.00
Fecal coliform	No Bid	No Bid	\$ 15.00	\$ 15.00	\$ 25.00
Viruses	No Bid	No Bid	\$ 525.00	No Bid	No Bid
Giardia and Cryptosporidium	No Bid	No Bid	\$ 325.00	No Bid	No Bid
Inorganics					
	Cost	Cost	Cost	Cost	Cost
Alkalinity	No Bid	No Bid	\$ 12.00	\$ 12.00	\$ 15.00
Cyanide (total)	No Bid	No Bid	\$ 35.00	\$ 27.00	\$ 30.00
Fluoride	No Bid	No Bid	\$ 13.00	\$ 10.00	\$ 10.00
Nitrate as N	No Bid	No Bid	Calculation	\$ 10.00	\$ 10.00
Nitrate + Nitrite	No Bid	No Bid	\$ 15.00	\$ 10.00	\$ 10.00
Nitrite as N	No Bid	No Bid	\$ 12.00	\$ 10.00	\$ 10.00
Oxygen, Dissolved	No Bid	No Bid	\$ 12.00	\$ 24.00	\$ 8.00
pH	No Bid	No Bid	\$ 8.00	\$ 7.00	\$ 8.00
Sulfate	No Bid	No Bid	\$ 13.00	\$ 10.00	\$ 10.00
Total Dissolved Solids	No Bid	No Bid	\$ 12.00	\$ 12.00	\$ 10.00
Inorganic Chemistry Group	No Bid	No Bid	\$ 132.00	\$ 132.00	\$ 121.00

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WATER ANALYTES									
Ion Chromatography	Apex	Bradshaw Mtn	Legend Tech	Test America	Xenco Lab				
Parameter	Cost	Cost	Cost	Cost	Cost				
Chloride	No Bid	No Bid	\$ 13.00	\$ 10.00	\$ 10.00				
Fluoride	No Bid	No Bid	\$ 13.00	\$ 10.00	\$ 10.00				
Nitrate	No Bid	No Bid	\$ 13.00	\$ 10.00	\$ 10.00				
Nitrite	No Bid	No Bid	\$ 13.00	\$ 10.00	\$ 10.00				
O-Phosphate	No Bid	No Bid	\$ 13.00	\$ 10.00	\$ 10.00				
Sulfate	No Bid	No Bid	\$ 13.00	\$ 10.00	\$ 10.00				
Total Group Price	No Bid	No Bid	\$ 78.00	\$ 60.00	\$ 60.00				
Organic Compounds	Cost	Cost	Cost	Cost	Cost				
Alachlor	No Bid	No Bid	\$ 285.00	\$ 105.00	\$ 150.00				
Aldrin	No Bid	No Bid	Included	Included	\$ 150.00				
Benzo[a]pyrene	No Bid	No Bid	Included	Included	Included				
Carbon Tetrachloride	No Bid	No Bid	\$ 110.00	\$ 80.00	\$ 85.00				
Di (2-ethylhexyl) adipate	No Bid	No Bid	Included	Included	\$ 150.00				
Di (2-ethylhexyl) phthalate	No Bid	No Bid	Included	Included	Included				
Endrin	No Bid	No Bid	Included	\$ 80.00	Included				
Heptachlor	No Bid	No Bid	Included	Included	Included				
Heptachlor epoxide	No Bid	No Bid	Included	Included	Included				
Hexachlorobenzene	No Bid	No Bid	Included	Included	Included				
Hexachlorocyclopentadiene	No Bid	No Bid	Included	Included	Included				
Methoxychlor	No Bid	No Bid	Included	Included	Included				
Dichloromethane	No Bid	No Bid	Included	Included	\$ 85.00				
Metolachlor	No Bid	No Bid	Included	Included	\$ 150.00				
Metribuzin	No Bid	No Bid	Included	Included	Included				
Propachlor	No Bid	No Bid	Included	Included	Included				
Simazine	No Bid	No Bid	Included	Included	Included				
Total Group Price	No Bid	No Bid	\$ 395.00	\$ 265.00	\$ 385.00				

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WATER ANALYTES						
Volatile Organic Compounds	Apex	Bradshaw Mtn	Legend Tech	Test America	Xenco Lab	
Parameter	Cost	Cost	Cost	Cost	Cost	
Vinyl chloride	No Bid	No Bid	\$ 110.00	\$ 80.00	\$ 85.00	
1, 1-Dichloroethene	No Bid	No Bid	\$ 110.00	Included	Included	
Dichloromethane	No Bid	No Bid	\$ 110.00	Included	Included	
trans-1, 2-Dichloroethene	No Bid	No Bid	\$ 110.00	Included	Included	
cis-1, 2-Dichloroethylene	No Bid	No Bid	\$ 110.00	Included	Included	
Chloroform	No Bid	No Bid	\$ 110.00	Included	Included	
1, 1, 1-Trichloroethane	No Bid	No Bid	\$ 110.00	Included	Included	
Carbon tetrachloride	No Bid	No Bid	\$ 110.00	Included	Included	
1, 2-Dichloroethane	No Bid	No Bid	\$ 110.00	Included	Included	
Benzene	No Bid	No Bid	\$ 110.00	Included	Included	
Trichloroethene	No Bid	No Bid	\$ 110.00	Included	Included	
1, 2-Dichloropropane	No Bid	No Bid	\$ 110.00	Included	Included	
Bromodichloromethane	No Bid	No Bid	\$ 110.00	Included	Included	
Toluene	No Bid	No Bid	\$ 110.00	Included	Included	
1, 1, 2-Trichloroethane	No Bid	No Bid	\$ 110.00	Included	Included	
Tetrachloroethene	No Bid	No Bid	\$ 110.00	Included	Included	
Dibromochloromethane	No Bid	No Bid	\$ 110.00	Included	Included	
Chlorobenzene	No Bid	No Bid	\$ 110.00	Included	Included	
Ethylbenzene	No Bid	No Bid	\$ 110.00	Included	Included	
m, p-Xylene	No Bid	No Bid	\$ 110.00	Included	Included	
o-Xylene	No Bid	No Bid	\$ 110.00	Included	Included	
Styrene	No Bid	No Bid	\$ 110.00	Included	Included	
Bromoform	No Bid	No Bid	\$ 110.00	Included	Included	
1, 4-Dichlorobenzene	No Bid	No Bid	\$ 110.00	Included	Included	
1, 2-Dichlorobenzene	No Bid	No Bid	\$ 110.00	Included	Included	
1, 2, 4-Trichlorobenzene	No Bid	No Bid	\$ 110.00	Included	Included	
Xylenes (total)	No Bid	No Bid	\$ 110.00	Included	Included	
THM Group	No Bid	No Bid	\$ 60.00	\$ 48.00	\$ 45.00	
VOC Group	No Bid	No Bid	\$ 110.00	\$ 80.00	\$ 85.00	

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WATER ANALYTES					
Metals	Apex	Bradshaw Mtn	Legend Tech	Test America	Xenco Lab
Parameter	Cost	Cost	Cost	Cost	Cost
Antimony	No Bid	No Bid	\$ 12.00	\$ 9.00	\$ 6.00
Arsenic	No Bid	No Bid	\$ 12.00	\$ 9.00	\$ 6.00
Beryllium	No Bid	No Bid	\$ 8.00	\$ 7.00	\$ 6.00
Cadmium	No Bid	No Bid	\$ 12.00	\$ 7.00-9.00	\$ 6.00
Calcium Hardness	No Bid	No Bid	\$ 87.00	Calculation	No Charge
Calcium	No Bid	No Bid	\$ 8.00	\$ 7.00	\$ 6.00
Chromium	No Bid	No Bid	\$ 8.00	\$ 7.00-\$9.00	\$ 6.00
Copper	No Bid	No Bid	\$ 8.00	\$ 7.00-\$9.00	\$ 6.00
Lead	No Bid	No Bid	\$ 12.00	\$ 7.00-\$9.00	\$ 6.00
Magnesium Hardness	No Bid	No Bid	\$ 8.00	Calculation	No Charge
Magnesium	No Bid	No Bid	\$ 8.00	\$ 7.00	\$ 6.00
Nickel	No Bid	No Bid	\$ 8.00	\$ 7.00-9.00	\$ 6.00
Selenium	No Bid	No Bid	\$ 12.00	\$ 9.00	\$ 6.00
Sodium	No Bid	No Bid	\$ 8.00	\$ 7.00	\$ 6.00
Thallium	No Bid	No Bid	\$ 12.00	\$ 9.00	\$ 6.00
Total Hardness	No Bid	No Bid	\$ 8.00	Calculation	No Charge
Total Metals Group	No Bid	No Bid	\$ 128.00	\$ 99.00	\$ 78.00
Metals by ICP Group	No Bid	No Bid	\$ 56.00	\$ 63.00	\$ 48.00
Metals by ICP/MS Group	No Bid	No Bid	\$ 72.00	\$ 81.00	\$ 30.00

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WATER ANALYTES						
Radiochemistry	Apex	Bradshaw Mtn	Legend Tech	Test America	Xenco Lab	
Parameter	Cost	Cost	Cost	Cost	Cost	
Gross Alpha	No Bid	No Bid	\$ 60.00	\$ 50.00	\$ 40.00	
Gross Beta	No Bid	No Bid	\$ 60.00	\$ 50.00	\$ 20.00	
Radium 226	No Bid	No Bid	\$ 90.00	\$ 80.00	\$ 65.00	
Radium 228	No Bid	No Bid	\$ 130.00	\$ 120.00	\$ 75.00	
Radon 222	No Bid	No Bid	\$ 70.00	\$ 63.00	\$ 45.00	
Total Radium	No Bid	No Bid	\$ 220.00	\$ 180.00	\$ 140.00	
Cesium	No Bid	No Bid	\$ 176.00	\$ 120.00	\$ 150.00	
Iodine	No Bid	No Bid	\$ 177.00	\$ 150.00	\$ 150.00	
Strontium	No Bid	No Bid	\$ 175.00	\$ 160.00	\$ 15.00-\$150.00	
Tritium	No Bid	No Bid	\$ 85.00	\$ 75.00	\$ 70.00	
Uranium	No Bid	No Bid	\$ 12.00	\$ 150.00	\$ 15.00-\$155.00	
Gamma Emitting Isotopes	No Bid	No Bid	\$ 175.00	\$ 150.00	\$ 150.00	
Radiochemistry Group	No Bid	No Bid	\$ 1,210.00	\$ 1,348.00	\$ 1,205.00	
UCMR 2 Assessment Monitoring						
Parameter	Cost	Cost	Cost	Cost	Cost	
EPA 527	No Bid	No Bid	\$ 225.00	\$ 375.00	No Bid	
EPA 529	No Bid	No Bid	\$ 225.00	\$ 312.00	No Bid	
UCMR 2 Screening survey						
Parameter	Cost	Cost	Cost	Cost	Cost	
EPA 521	No Bid	No Bid	\$ 325.00	\$ 500.00	No Bid	
EPA 525.2	No Bid	No Bid	\$ 285.00	\$ 250.00	No Bid	
EPA 535	No Bid	No Bid	\$ 350.00	\$ 500.00	No Bid	

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WATER ANALYTES						
	Apex	Bradshaw Mtn	Legend Tech	Test America	Xenco Lab	
Haloacetic Acids by Gas Chromatography (GC)						
Parameter	Cost	Cost	Cost	Cost	Cost	
Monochloroacetic Acid	No Bid	No Bid	\$ 120.00	\$ 85.00	\$ 85.00	Included
Dichloroacetic Acid	No Bid	No Bid	Included	Included	Included	Included
Trichloroacetic Acid	No Bid	No Bid	Included	Included	Included	Included
Monobromoacetic Acid	No Bid	No Bid	Included	Included	Included	Included
Dibromoacetic Acid	No Bid	No Bid	Included	Included	Included	Included
HAA5	No Bid	No Bid	Included	Included	Included	Included
Total Group Price	No Bid	No Bid	\$ 120.00	\$ 85.00	\$ 85.00	
Other Drinking Water Methods						
Parameter	Cost	Cost	Cost	Cost	Cost	
EPA 100.1 Group	No Bid	No Bid	\$ 117.00	\$ 108.00	\$ 110.00	
EPA 504.1 Group	No Bid	No Bid	\$ 85.00	\$ 54.00	\$ 60.00	
EPA 515.3 Group	No Bid	No Bid	\$ 178.00	\$ 100.00	\$ 140.00	
EPA 525.2 Group	No Bid	No Bid	\$ 285.00	\$ 105.00	\$ 150.00	
EPA 547 Group	No Bid	No Bid	\$ 90.00	\$ 90.00	\$ 170.00	
EPA 548.1 Group	No Bid	No Bid	\$ 140.00	\$ 90.00	\$ 160.00	
EPA 549.2 Group	No Bid	No Bid	\$ 140.00	\$ 90.00	\$ 170.00	
EPA1613 - Tetras	No Bid	No Bid	\$ 325.00	\$ 275.00	\$ 325.00	
Langelier Index	No Bid	No Bid	\$ 40.00	Calculation	\$ 10.00	
Pesticides / PCBS-505	No Bid	No Bid	\$ 150.00	\$ 80.00	\$ 150.00	

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WASTEWATER ANALYTES						
AIRPORT WRF ROUTINE DISCHARGE MONITORING	Apex	Bradshaw Mtn	Legend Tech	Test America	Xenco Lab	
Parameter	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	
Total Nitrogen	No Charge	No Bid	45.00	Calculation	No Charge	
Nitrate-Nitrite (as N)	\$ 24.00	No Bid	\$ 15.00	\$ 10.00	\$ 10.00	
Total Kjeldahl Nitrogen (TKN)	\$ 30.00	No Bid	\$ 30.00	\$ 25.00	\$ 25.00	
Total Group Price	\$ 54.00	No Bid	\$ 45.00	\$ 35.00	\$ 35.00	
Metals (Total)						
Antimony	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00	
Arsenic	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00	
Barium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Beryllium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Cadmium	\$ 9.00	No Bid	\$ 12.00	\$ 7.00	\$ 6.00	
Chromium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Cyanide (free)	\$ 40.00	No Bid	\$ 35.00	\$ 33.00	\$ 30.00	
Fluoride	\$ 12.00	No Bid	\$ 13.00	\$ 10.00	\$ 10.00	
Lead	\$ 9.00	No Bid	\$ 12.00	\$ 7.00	\$ 6.00	
Mercury	\$ 25.00	No Bid	\$ 28.00	\$ 22.00	\$ 20.00	
Nickel	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Selenium	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00	
Thallium	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00	
Total Group Price	\$ 167.00	No Bid	\$ 180.00	\$ 143.00	\$ 120.00	

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WASTEWATER ANALYTES						
Volatile Organic Compounds	Apex Unit Price	Bradshaw Mtn Unit Price	Legend Tech Unit Price	Test America Unit Price	Xenco Lab Unit Price	
Benzene	\$ 96.00	No Bid	\$ 110.00	\$ 70.00	\$ 85.00	
Carbon tetrachloride	Included	No Bid	Included	Included	Included	
o-Dichlorobenzene	Included	No Bid	Included	Included	Included	
para-Dichlorobenzene	Included	No Bid	Included	Included	Included	
1,2-Dichloroethane	Included	No Bid	Included	Included	Included	
1,1-Dichloroethylene	Included	No Bid	Included	Included	Included	
cis-1,2-Dichloroethylene	Included	No Bid	Included	Included	Included	
trans-1,2-Dichloroethylene	Included	No Bid	Included	Included	Included	
Dichloromethane	Included	No Bid	Included	Included	Included	
1,2-Dichloropropane	Included	No Bid	Included	Included	Included	
Ethylbenzene	Included	No Bid	Included	Included	Included	
Hexachlorobenzene	\$ 105.00	No Bid	\$ 260.00	\$ 105.00	Included	
Hexachlorocyclopentadiene	Included	No Bid	Included	Included	Included	
Monochlorobenzene	Included	No Bid	Included	Included	Included	
Styrene	Included	No Bid	Included	Included	Included	
Tetrachloroethylene	Included	No Bid	Included	Included	Included	
Toluene	Included	No Bid	Included	Included	Included	
Trihalomethanes (total)	Included	No Bid	Included	Included	Included	
1,1,1-Trichloroethane	Included	No Bid	Included	Included	Included	
1,2,4 - Trichlorobenzene	Included	No Bid	Included	Included	Included	
1,1,2 - Trichloroethane	Included	No Bid	Included	Included	Included	
Trichloroethylene	Included	No Bid	Included	Included	Included	
Vinyl Chloride	Included	No Bid	Included	Included	Included	
Xylenes (total)	Included	No Bid	Included	Included	Included	
Total Group Price	\$ 201.00	No Bid	\$ 370.00	\$ 175.00	\$ 85.00	

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WASTEWATER ANALYTES						
Parameter	Apex Unit Price	Bradshaw Mtn Unit Price	Legend Tech Unit Price	Test America Unit Price	Xenco Lab Unit Price	
Indicator Major Cations/Anions						
Iron	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Manganese	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Total Organic Carbon	\$ 40.00	No Bid	\$ 35.00	\$ 24.00	\$ 35.00	
Total Dissolved Solids	\$ 15.00	No Bid	\$ 12.00	\$ 10.00	\$ 10.00	
Sodium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Potassium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Calcium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Magnesium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Chloride	\$ 12.00	No Bid	\$ 13.00	\$ 10.00	\$ 10.00	
Sulfate	\$ 12.00	No Bid	\$ 13.00	\$ 10.00	\$ 10.00	
Alkalinity	\$ 15.00	No Bid	\$ 12.00	\$ 12.00	\$ 15.00	
Total Group Price	\$ 148.00	No Bid	\$ 133.00	\$ 108.00	\$ 116.00	

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WASTEWATER ANALYTES						
SUNDOG WWTP ROUTINE DISCHARGE MONITORING	Apex	Bradshaw Mtn	Legend Tech	Test America	Xenco Lab	
Parameter	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	
Total Nitrogen (Calc)	No Charge	No Bid	Calculation	Calculation	No Charge	
Nitrate-N	\$ 12.00	No Bid	\$ 15.00	\$ 10.00	\$ 10.00	
Nitrite-N	\$ 12.00	No Bid	\$ 12.00	\$ 10.00	\$ 10.00	
TKN	\$ 30.00	No Bid	\$ 30.00	\$ 25.00	\$ 25.00	
Total Group Price	\$ 54.00	No Bid	\$ 57.00	\$ 45.00	\$ 45.00	
Metals						
Antimony	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00	
Arsenic	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00	
Barium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Beryllium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Cadmium	\$ 9.00	No Bid	\$ 12.00	\$ 7.00	\$ 6.00	
Chromium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Cyanide (As free cyanide)	\$ 40.00	No Bid	\$ 35.00	\$ 33.00	\$ 30.00	
Fluoride	\$ 12.00	No Bid	\$ 13.00	\$ 10.00	\$ 10.00	
Lead	\$ 9.00	No Bid	\$ 12.00	\$ 7.00	\$ 6.00	
Mercury	\$ 25.00	No Bid	\$ 28.00	\$ 22.00	\$ 20.00	
Nickel	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Selenium	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00	
Thallium	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00	
Total Group Price	\$ 167.00	No Bid	\$ 180.00	\$ 143.00	\$ 120.00	

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WASTEWATER ANALYTES						
Volatile Organic Compounds	Apex	Bradshaw Mtn	Legend Tech	Test America	Xenco Lab	
Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	
Benzene	\$ 96.00	No Bid	\$ 110.00	\$ 70.00	\$ 85.00	
Carbon Tetrachloride	Included	No Bid	Included	Included	Included	
o-Dichlorobenzene	Included	No Bid	Included	Included	Included	
para-Dichlorobenzene	Included	No Bid	Included	Included	Included	
1,2-Dichloroethane	Included	No Bid	Included	Included	Included	
1,1-Dichloroethylene	Included	No Bid	Included	Included	Included	
cis-1,2-Dichloroethylene	Included	No Bid	Included	Included	Included	
trans-1,2-Dichloroethylene	Included	No Bid	Included	Included	Included	
Dichloromethane	Included	No Bid	Included	Included	Included	
1,2-Dichloropropane	Included	No Bid	Included	Included	Included	
Ethylbenzene	Included	No Bid	Included	Included	Included	
Monochlorobenzene	Included	No Bid	Included	Included	Included	
Styrene	Included	No Bid	Included	Included	Included	
Tetrachloroethylene	Included	No Bid	Included	Included	Included	
Toluene	Included	No Bid	Included	Included	Included	
Trihalomethanes (total)	Included	No Bid	Included	Included	Included	
1,1,1-Trichloroethane	Included	No Bid	Included	Included	Included	
1,2,4-Trichlorobenzene	Included	No Bid	Included	Included	Included	
1,1,2-Trichloroethane	Included	No Bid	Included	Included	Included	
Trichloroethylene	Included	No Bid	Included	Included	Included	
Vinyl Chloride	Included	No Bid	Included	Included	Included	
Xylenes (total)	Included	No Bid	Included	Included	Included	
Total Group Price	\$ 96.00	No Bid	\$ 110.00	\$ 70.00	\$ 85.00	
AIRPORT WRF GROUNDWATER MONITORING						
Parameter	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	
Total Nitrogen (Calc)	No Charge	No Bid	Calculation	Calculation	No Charge	
Nitrate-Nitrite as N	\$ 24.00	No Bid	\$ 15.00	\$ 10.00	\$ 10.00	
Total Kjeldahl Nitrogen (TKN)	\$ 30.00	No Bid	\$ 30.00	\$ 25.00	\$ 25.00	
Total Group Price	\$ 54.00	No Bid	\$ 45.00	\$ 35.00	\$ 35.00	

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WASTEWATER ANALYTES						
	Apex	Bradshaw Mtn	Legend Tech	Test America	Xenco Lab	
Metals (Total)	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Antimony	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00	6.00
Arsenic	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00	6.00
Barium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	6.00
Beryllium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	6.00
Cadmium	\$ 9.00	No Bid	\$ 12.00	\$ 7.00	\$ 6.00	6.00
Chromium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	6.00
Cyanide (free)	\$ 40.00	No Bid	\$ 35.00	\$ 33.00	\$ 30.00	30.00
Fluoride	\$ 12.00	No Bid	\$ 13.00	\$ 10.00	\$ 10.00	10.00
Lead	\$ 9.00	No Bid	\$ 12.00	\$ 7.00	\$ 6.00	6.00
Mercury	\$ 25.00	No Bid	\$ 28.00	\$ 22.00	\$ 20.00	20.00
Nickel	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	6.00
Selenium	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00	6.00
Thallium	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00	6.00
Total Group Price	\$ 167.00	No Bid	\$ 180.00	\$ 143.00	\$ 120.00	\$ 120.00

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WASTEWATER						
Parameter	Apex Unit Price	Bradshaw Mtn Unit Price	Legend Tech Unit Price	Test America Unit Price	Xenco Lab Unit Price	
Volatile Organic Compounds						
Benzene	\$ 96.00	No Bid	\$ 110.00	\$ 70.00	\$ 85.00	
Carbon tetrachloride	Included	No Bid	Included	Included	Included	
o-Dichlorobenzene	Included	No Bid	Included	Included	Included	
para-Dichlorobenzene	Included	No Bid	Included	Included	Included	
1,2-Dichloroethane	Included	No Bid	Included	Included	Included	
1,1-Dichloroethylene	Included	No Bid	Included	Included	Included	
cis-1,2-Dichloroethylene	Included	No Bid	Included	Included	Included	
trans-1,2-Dichloroethylene	Included	No Bid	Included	Included	Included	
Dichloromethane	Included	No Bid	Included	Included	Included	
1,2-Dichloropropane	Included	No Bid	Included	Included	Included	
Ethylbenzene	Included	No Bid	Included	Included	Included	
Hexachlorobenzene	\$ 105.00	No Bid	\$ 260.00	\$ 105.00	Included	
Hexachlorocyclopentadiene	Included	No Bid	Included	Included	Included	
Monochlorobenzene	Included	No Bid	Included	Included	Included	
Styrene	Included	No Bid	Included	Included	Included	
Tetrachloroethylene	Included	No Bid	Included	Included	Included	
Toluene	Included	No Bid	Included	Included	Included	
Trihalomethanes (total)	Included	No Bid	Included	Included	Included	
1,1,1-Trichloroethane	Included	No Bid	Included	Included	Included	
1,2,4-Trichlorobenzene	Included	No Bid	Included	Included	Included	
1,1,2-Trichloroethane	Included	No Bid	Included	Included	Included	
Trichloroethylene	Included	No Bid	Included	Included	Included	
Vinyl Chloride	Included	No Bid	Included	Included	Included	
Xylenes (total)	Included	No Bid	Included	Included	Included	
Total Group Price	\$ 201.00	No Bid	\$ 370.00	\$ 175.00	\$ 85.00	

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WASTEWATER						
Indicator Major Cations/Anions	Apex Unit Price	Bradshaw Mtn Unit Price	Legend Tech Unit Price	Test America Unit Price	Xenco Lab Unit Price	
Iron	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Manganese	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Total Organic Carbon	\$ 40.00	No Bid	\$ 35.00	\$ 24.00	\$ 35.00	
Total Dissolved Solids	\$ 15.00	No Bid	\$ 12.00	\$ 10.00	\$ 10.00	
Sodium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Potassium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Calcium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Magnesium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Chloride	\$ 12.00	No Bid	\$ 13.00	\$ 10.00	\$ 10.00	
Sulfate	\$ 12.00	No Bid	\$ 13.00	\$ 10.00	\$ 10.00	
Alkalinity	\$ 15.00	No Bid	\$ 12.00	\$ 12.00	\$ 15.00	
Total Group Price	\$ 148.00	No Bid	\$ 133.00	\$ 108.00	\$ 116.00	
Surface Water Recharge - SOURCE WATER QUALITY MONITORING						
Parameter	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	
Inorganics						
Alkalinity	\$ 15.00	No Bid	\$ 12.00	\$ 12.00	\$ 15.00	
Ammonia	\$ 20.00	No Bid	\$ 20.00	\$ 15.00	\$ 20.00	
Boron	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Calcium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Chloride	\$ 12.00	No Bid	\$ 13.00	\$ 10.00	\$ 10.00	
Fluoride	\$ 12.00	No Bid	\$ 13.00	\$ 10.00	\$ 10.00	
Nitrate (as N)	\$ 12.00	No Bid	\$ -	\$ 10.00	\$ 10.00	
Nitrite (as N)	\$ 12.00	No Bid	\$ 12.00	\$ 10.00	\$ 10.00	
Nitrate and Nitrite (as N)	Calculation	No Bid	\$ 15.00	\$ -	\$ 10.00	
Potassium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Sodium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Sulfate	\$ 12.00	No Bid	\$ 13.00	\$ 10.00	\$ 6.00	
Total Dissolved Solids	\$ 15.00	No Bid	\$ 12.00	\$ 10.00	\$ 10.00	
Total Group Price	\$ 146.00	No Bid	\$ 142.00	\$ 115.00	\$ 125.00	

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WASTEWATER					
Trace Metals	Apex Unit Price	Bradshaw Mtn Unit Price	Legend Tech Unit Price	Test America Unit Price	Xenco Lab Unit Price
Antimony	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00
Arsenic	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00
Barium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00
Beryllium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00
Cadmium	\$ 9.00	No Bid	\$ 12.00	\$ 7.00	\$ 6.00
Chromium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00
Copper	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00
Iron	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00
Lead	\$ 9.00	No Bid	\$ 12.00	\$ 7.00	\$ 6.00
Magnesium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00
Manganese	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00
Mercury	\$ 25.00	No Bid	\$ 28.00	\$ 22.00	\$ 20.00
Nickel	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00
Selenium	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00
Thallium	\$ 9.00	No Bid	\$ 12.00	\$ 9.00	\$ 6.00
Zinc	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00
Total Group Price	\$ 160.00	No Bid	\$ 172.00	\$ 135.00	\$ 110.00
AIRPORT WRF BIOSOLIDS TCLP					
Parameter	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
TCLP (Metals)	\$ 145.00	No Bid	\$ 210.00	\$ 105.00	\$ 97.00
Total Group Price	\$ 145.00	No Bid	\$ 210.00	\$ 105.00	\$ 97.00

Shaded grey indicates low bid on particular bid item

Water and Wastewater Analytical Services Bid Tab

WASTEWATER						
SUNDOG WWTP BIOSOLIDS	Apex	Bradshaw Mtn	Legend Tech	Test America	Xenco Lab	
Parameter	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	
Aluminum	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Cadmium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Calcium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Chromium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Copper	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Iron	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Magnesium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Manganese	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Mercury	\$ 25.00	No Bid	\$ 28.00	\$ 22.00	\$ 20.00	
Molybdenum	\$ 16.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Nickel	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Potassium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Selenium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Sodium	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Zinc	\$ 9.00	No Bid	\$ 8.00	\$ 7.00	\$ 6.00	
Percent Solids	\$ 10.00	No Bid	\$ 12.00	\$ -	\$ 8.00	
Ammonia-N	\$ 20.00	No Bid	\$ 20.00	\$ 15.00	\$ 25.00	
Nitrate-N	\$ 20.00	No Bid	\$ 15.00	\$ 10.00	\$ 12.00	
Nitrite-N	\$ 20.00	No Bid	\$ 12.00	\$ 10.00	\$ 12.00	
Nitrogen- Total	Calculation	No Bid	Calculation	Calculation	No Charge	
Phosphorous-Total (P)	\$ 30.00	No Bid	\$ 20.00	\$ 15.00	\$ 20.00	
Total Kjeldahl Nitrogen	\$ 30.00	No Bid	\$ 30.00	\$ 25.00	\$ 30.00	
pH	\$ 10.00	No Bid	\$ 8.00	\$ 8.00	\$ 10.00	
Temperature-Deg C	No Charge	No Bid	No charge	Included	No Charge	
Nitrogen-Organic	Calculation	No Bid	Calculation	Calculation	No Charge	
Aroclor 1016	\$ 85.00	No Bid	\$ 120.00	\$ 60.00	\$ 65.00	
Aroclor 1221	Included	No Bid	Included	Included	Included	
Aroclor 1232	Included	No Bid	Included	Included	Included	
Aroclor 1242	Included	No Bid	Included	Included	Included	
Aroclor 1248	Included	No Bid	Included	Included	Included	
Aroclor 1254	Included	No Bid	Included	Included	Included	
Aroclor 1260	Included	No Bid	Included	Included	Included	
Total Group Price	\$ 383.00	No Bid	\$ 377.00	\$ 263.00	\$ 286.00	

COUNCIL AGENDA MEMO – May 22, 2012

DEPARTMENT: City Manager

AGENDA ITEM: Adoption of Ordinance No. 4832-1232 amending the Prescott City Code to implement changes in employee benefits

Approved By:

Date:

Deputy City Manager: Alison Zelms

Finance Director: Mark Woodfill

City Manager: Craig McConnell

5-14-12

Summary

In order to realign the City's operations with available funding and a shifting employment market, employee time off is being transitioned from the current system of accruing separate vacation and sick hours to a combined "Paid Time Off" (PTO) plan. This includes preservation of vacation and sick leave balances earned by current employees.

After the changes, the PTO leave benefit will continue to provide a reasonable amount of paid time away from work while reducing future costs by decreasing the amount of accrued time eligible to be paid in cash when an employee leaves City service.

Proposed modifications were presented at the April 17, 2012, Council Meeting and revised at the April 24, 2012, Council Meeting. The changes represented in the attached City Code amendment reflect the revised proposal.

Background

Current sick leave, vacation leave, and separation pay benefits

40 hour per week employees

Years	Annual Accrual		
	Vacation	Sick	Total
0-3	96.20	96.20	192.40
3-10	120.12	96.20	216.32
10-15	144.04	96.20	240.24
Over 15	159.90	96.20	256.10
Annual limits			
<10 years	200.00	unlimited	
>10 years	240.00	unlimited	

56 hour per week employees

Years	Annual Accrual		
	Vacation	Sick	Total
0-3	134.42	134.42	268.84
3-10	167.96	134.42	302.38
10-15	201.50	134.42	335.92
Over 15	223.86	134.42	358.28
Annual limits			
<10 years	280.00	unlimited	
>10 years	336.00	unlimited	

Employees will be able to continue to use their sick and vacation time according to City policy, and will be paid for remaining sick and vacation balances when leaving City employment, dependent upon their years of service to the City and retirement eligibility status.

Agenda Item: Adoption of Ordinance No. 4832-1232 amending the Prescott City Code to implement changes in employee benefits

In addition, employees with 10 years of service and who are eligible to retire from their respective State of Arizona pension system will receive a three month retirement appreciation bonus.

Proposed changes to benefits

The changes include a transition plan for employees who have earned vacation and sick leave balances and implementation of a new paid time off program that will be effective for all new and existing employees effective July 1, 2012.

Vacation Time - FROZEN

1. Vacation leave balances will be frozen as of the last pay period ending in June 2012
2. No further vacation time will accrue after that pay period end
3. The frozen bank of vacation hours will be available for use or payout under the current rules.
4. Payout provisions for frozen vacation bank
 - Upon separation from the City, employees who have completed at least 6 months of service with the City will be able to “cash out” unused vacation leave up to a maximum of 200 hours (280 for fire shift employees).
 - Upon separation from the City, employees who have completed at least ten (10) consecutive years of service with the City will be able to “cash out” unused vacation leave up to a maximum of 240 hours (336 for fire shift employees).
 - In no case will combined vacation and PTO leave payout exceed the maximum payout for vacation time under the current rules.

Sick Time - FROZEN

1. Sick leave balances will be frozen as of the last pay period ending in June 2012
2. No further sick time will accrue after that pay period end.
3. The frozen bank of sick hours will be available for use or payout under the current rules.
4. Payout provision for frozen sick bank
 - Upon separation from the City, employees who have completed less than 10 consecutive years of service to the City, successfully completed probation, and resign in good standing:
 - Non-fire shift employees are paid for the number of hours in individual sick bank – 173.30 (one month) = _____ x .333 = the # of hours an individual can “cash out”.

Agenda Item: Adoption of Ordinance No. 4832-1232 amending the Prescott City Code to implement changes in employee benefits

- Fire shift employees are paid for the number of hours in individual sick bank – 242.67 (one month) = _____ x .333 = the # of hours individual can “cash out”.
- Upon separation from the City, employees who have completed at least ten (10) consecutive years of service to the City and are retirement eligible in their respective Arizona state pension system:
 - Non-fire shift employees are paid for ½ the number of hours in individual sick bank up to 700 hours
 - Fire-shift employees are paid for ½ the number of hours in individual sick bank up to 975 hours

New Paid Time Off (PTO) Leave Program – ESTABLISHED

Paid Time Off (PTO) will replace sick and vacation leave, and accrue according to the following schedule beginning the first pay period in July 2012.

Annual Accrual	40 hr/wk employees	56 hr/wk employees
0-3 years of City employment	112.20	156.82
3-10 years of City employment	136.12	190.36
10-15 years of City employment	160.04	223.90
Over 15 years of City employment	175.90	246.26
Max Accrual		
Less than 10 Years of City employment	200	280
More than 10 Years of City employment	240	336
Pay Out		
Less than 10 Years of City employment	200	280
More than 10 Years of City employment	240	336

- The maximum accrual amount for PTO will be strictly enforced, and not more than the maximum will accrue at any point during the year.
- Once an employee reaches their maximum accrual cap, no new accrual will occur until paid time off is used which reduces the balance below that cap.
- Eligible part time employees will accrue PTO hours, and be paid out for hours accrued, on a prorated basis.

Retirement Appreciation Bonus – MODIFIED

The proposal, as adjusted on April 24, 2012, would: (1) still vest the existing retirement bonus to employees who meet the eligibility requirements as of June 30, 2012; AND (2)

Agenda Item: Adoption of Ordinance No. 4832-1232 amending the Prescott City Code to implement changes in employee benefits

extend a modified retirement bonus option to employees working for the City as of June 30, 2012, who will not meet the eligibility requirements presently set forth in the City Code as of that date.

- Employees eligible for the Bonus as of June 30, 2012, will retain the Retirement Appreciation Bonus of three (3) months pay, calculated at their hourly rate of pay when they leave City service. Same eligibility criteria currently in the City Code apply.
- Employees who do not have both ten (10) consecutive years of service and retirement eligibility as of June 30, 2012, will be vested with a Modified Retirement Appreciation Bonus of three (3) months, calculated at the rate of pay the employee was receiving as of June 30, 2012. Upon future separation from City service, if the employee has the 10 years of City service and retirement eligibility the bonus will be paid at the June 30, 2012) rate, unless the rate of pay upon separation is lower than the rate of pay received as of June 30, 2012, in which case the bonus will be paid at the lower rate of pay.
- Effective July 1, 2012, the City will not offer a retirement bonus for employees hired on or after that date.

Additional Benefit - ADDED

To provide supplemental coverage for catastrophic events requiring extended time off, the draft FY 13 Budget includes City-paid short term disability. This is an economical, cost-effective way to provide a safety net for employees.

Attachment - Ordinance No. 4832-1232

Financial Impact

Implementation of these changes will reduce the short and long term financial liability incurred by the City for future cash payments of retirement appreciation bonus and sick leave.

Recommended Action: MOVE to adopt Ordinance No. 4832-1232.

ORDINANCE NO. 4832-1232

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE PRESCOTT CITY CODE BY AMENDING SECTIONS 1-20-15, *LEAVE POLICY*, AND 1-20-21, *PRESENT BENEFITS*, THEREOF; AND ADDING SECTION 1-20-25, *MODIFICATIONS*, THERETO

RECITALS:

WHEREAS, the City of Prescott desires to change its employee leave benefits program; and

WHEREAS, the changes will be enacted by amendments to the Prescott City Code.

ENACTMENTS:

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

SECTION 1. THAT, Sections 1-20-15, *Leave Benefits*, and 1-20-21, *Present Benefits*, of the Prescott City Code are hereby deleted in their entirety and replaced with the following:

1-20-15: LEAVE POLICY

(A) PAID TIME OFF: Except as otherwise required under the Family And Medical Leave Act, the Americans With Disabilities Act, other applicable federal, state or local law and/or other City policies, paid time off will be handled as follows:

1. Paid Time Off Accrual:

(a) Full Time Regular Employees (other than fire department employees assigned to a fifty six (56) hour workweek) shall accrue paid time off credits according to the following schedule:

(1) 112.20 hours per year to accrue on a prorated, bi-weekly basis for the first three (3) years of service.

(2) 136.12 hours per year to accrue on a prorated, bi-weekly basis for employees with three (3) or more years of service but less than ten (10) years of service.

- (3) 160.04 hours per year to accrue on a prorated, bi-weekly basis for employees with ten (10) or more years of service but less than fifteen (15) years of service.
 - (4) 175.90 hours per year to accrue on a prorated, bi-weekly basis for employees with fifteen (15) or more years of service.
- (b) Full Time Regular Employees of the fire department scheduled on the basis of a fifty six (56) hour workweek shall accrue paid time off credits according to the following schedule:
 - (1) 156.82 hours per year to accrue on a prorated, bi-weekly basis for the first three (3) years of service.
 - (2) 190.36 hours per year to accrue on a prorated, bi-weekly basis for employees with three (3) or more years of service but less than ten (10) years of service.
 - (3) 223.90 hours per year to accrue on a prorated, bi-weekly basis for employees with ten (10) or more years of service but less than fifteen (15) years of service.
 - (4) 246.26 hours per year to accrue on a prorated, bi-weekly basis for employees with fifteen (15) or more years of service.
- (c) Part Time Regular Employees who are scheduled to work at least one thousand forty (1,040) hours per year on an annualized basis shall accrue paid time off credits on a prorated basis. The prorated basis shall be established by dividing the number of hours scheduled per week by forty (40) and multiplying that result by the accrual rate for a Full Time Regular Employee with the same length of service.
- (d) All Full Time and Part Time Regular Employees who take any unpaid leave during any pay period shall not accrue any paid time off credits for that pay period.
- (e) All Full Time and Part Time Regular Employees (other than fire department employees assigned to a fifty six (56) hour workweek) with less than ten (10) years of service may accrue paid time off credits up to a maximum of two hundred (200) hours at any time. The maximum accrual for employees with ten (10) or more years of service shall be two hundred forty (240) hours. No additional paid

time off credits will accrue as long as the employee is at or over these maximum amounts.

- (f) The maximum accrual of paid time off credits for employees of the fire department assigned to a fifty six (56) hour workweek schedule shall be two hundred eighty (280) hours for employees with less than ten (10) years of service and three hundred thirty six (336) hours for employees with ten (10) or more years of service. No additional paid time off credits will accrue as long as the employee is at or over these maximum amounts.
 - (g) Temporary employees are not eligible to accrue paid time off credits. Time spent as a temporary employee does not count towards the years of service requirements herein.
2. Eligibility to Use Paid Time Off: Subject to the requirements herein, all Full and Part Time Regular Employees are eligible to use paid time off leave which has been earned and credited.
 3. Paid Time Off Authorization.
 - (a) All employees are required to request paid time off in advance through their supervisors according to established departmental procedures.
 - (b) Every attempt will be made to accommodate the employee's wishes in scheduling paid time off, however, a time off request may be denied by the department head when it is determined that the employee's absence would have an adverse effect on departmental operations.
 - (c) Failure to request paid time off in advance may be grounds for denial of the leave and/or disciplinary action. Department heads may approve paid time off after the fact when, in their determination, there was an emergency or other justifiable reason for taking paid time off without prior approval. Employees shall make every attempt to immediately notify their supervisors as soon as possible of their absence.
 4. Charging Paid Time Off: Paid time off is charged against the employee's credits on an hour-for-hour basis according to the number of hours the employee would have been scheduled to work during the period of absence. When less than an exact number of hours is used, paid time off credits will be charged to the nearest fifteen (15) minutes.

5. Payment Of Paid Time Off Credits Upon Separation: An employee who leaves the City's employment for any reason will be paid for any earned but unused paid time off as follows:
 - (a) If an employee **does not** have any remaining unused vacation time credits under the City's vacation program that existed prior to June 23, 2012, the employee will be paid for any unused paid time off credits in the employee's last paycheck, up to the maximum accrued leave credits allowed as set-forth in subsections (A)1(e) and (A)1(f) above.
 - (b) If an employee **does** have remaining unused vacation time credits under the City's vacation program that existed prior to June 23, 2012, the employee will be paid for those vacation time credits in the employee's last paycheck, up to the maximum vacation payout limits set-forth in former City Code Section 1-20-15(B)(1)(g). In addition, the employee will be paid for any unused paid time off credits up to a combined total of unused vacation and paid time off time not to exceed the maximum accumulation limits of subsections (A)1(e) and (A)1(f). In no event will the combined payout of unused vacation and paid time off credits exceed the maximum accumulation limits of subsections (A)1(e) and (A)1(f).
- (B) SICK LEAVE: Except as otherwise required under the Family And Medical Leave Act, the Americans With Disabilities Act, other applicable federal, state or local law and/or other City policies, sick leave will be handled as follows:
 1. Sick Leave Accrual.
 - (a) Effective June 23, 2012, the accrual of sick leave shall cease for all employees.
 2. Sick Leave Bank.
 - (a) Unused sick leave hours accrued on or before June 23, 2012, will be banked for future use by the employee who earned them, and may be used and/or paid out according to the rules of this section (which mirrors the former policies).
 3. Sick Leave Bank and Use.
 - (a) Employees shall be allowed to use sick leave credits accrued in their sick leave bank.
 - (b) An employee without sick leave credits may use accrued vacation or paid time off credits with approval of the department head.

- (c) Sick leave shall only be allowed when:
 - (i) The employee (or the employee's dependent/family member) has any medically related illness or injury and/or as provided under any applicable federal or state law, such as the Family and Medical Leave Act, the Americans With Disabilities Act, etc.
 - (ii) The employee needs medical or dental treatment and examination when prescribed or performed by a licensed medical or dental practitioner.
 - (iii) An employee has accepted Worker's Compensation and requires sick leave to supplement the compensation payments.

4. Leave Authorization.

- (a) In order to receive compensation while absent on sick leave, the employee must notify his/her immediate supervisor, division or department head prior to, or within one hour after, the time set for reporting to work.
- (b) Sick leave shall be shown in the timekeeping system, and the leave must be approved by the employee's supervisor and department head.
- (c) When appropriate under federal, state or local law, the City reserves the right to refer any employee to a doctor designated by the City in determining whether the employee is sufficiently recovered from illness or injury to return to work or whether or not sick leave will be paid. The department head may require documentation of the need for sick leave any time that sick leave is used.
- (d) In the case of personal injury or sickness where employees are capable of performing light duty and have a medical release from a physician, they shall so advise their department head who will make the arrangements (provided such light duty is available).
- (e) Sick leave is not a form of vacation, and may be used only as provided in this policy, and/ or as appropriate under federal, state, or local law. Abuse of the City's sick leave regulations shall be cause for disciplinary action.

5. Charging Sick Leave.
 - (a) Sick leave is charged against the employee's sick leave credits on an hour-for-hour basis according to the number of hours the employee would have been scheduled to work during the period of absence. When less than an exact number of hours is used, sick leave credits shall be charged to the nearest fifteen (15) minutes.

6. Conversion of Sick Leave to Vacation Time.
 - (a) A portion of sick leave (but not any paid time off) may be converted to vacation leave credits according the following formula:
 - (i) If no sick leave is used during a full calendar year, twenty-four (24) hours of sick leave may be converted to additional vacation leave credits on an hour-for-hour basis.
 - (ii) If an employee uses from one (1) to sixteen (16) hours of sick leave in a calendar year, conversion of sick leave to additional vacation leave credits shall be at the rate of twenty-four (24) hours less one-half hour for each hour of sick leave used.
 - (iii) If an employee uses from seventeen (17) to thirty-one (31) hours of sick leave in a calendar year, conversion of sick leave to additional vacation leave credits shall be at the rate of thirty-two (32) hours less one hour for each hour of sick leave used. If an employee uses 32 hours or more sick leave during the year, he/she will not be eligible to convert sick leave to vacation leave credits.
 - (iv) Employees of the Fire Department scheduled on the basis of a 56-hour week will have conversions figured on a proportionate basis where eight (8) hours in a 40-hour work week is equivalent to 11.2 hours in a 56-hour work week.
 - (b) Conversion of sick leave to vacation leave credits shall be done on the basis of twenty-six (26) payroll periods within a calendar year. Transfers will be calculated at the end of the last (26th) pay period of the calendar year.
 - (c) Employees hired between January 1 and June 30 will be eligible for conversion at one-half of the regular rate. Employees hired between July 1 and December 31 will not be eligible for conversion until the end of the next year following their date of hire.

- (d) Conversion of sick leave to vacation leave credits will be at the option of the employee. Statements will be sent from the Personnel Department each January showing the number of hours available for conversion.
7. Payment of Sick Leave Upon Separation from City Service.
- (a) Employees who retire from City service shall be paid for unused sick leave at the rate of fifty percent (50%), up to a maximum of 700 hours; provided, however, that the maximum shall be 975 hours for fire employees who are members of the Public Safety Personnel Retirement System. (amd. Ord. 3589, eff. 3-27-97)
 - (b) In order to qualify for the retirement benefits described in subsection (B)7(a) of this section, an employee must have at least ten (10) years of consecutive service as a Full Time or Part Time Regular Employee with the City and qualify for a retirement benefit under the Arizona State Retirement System or the Public Safety Personnel Retirement System. Temporary employment shall not count toward years of City service. Employees who qualify for medical retirement benefits as a result of a job-related injury or illness shall also be eligible for the City's retirement benefits regardless of length of service including those benefits described in subsection D. (Ord. 3696, eff. 12-25-1997)
 - (c) The beneficiaries of an employee who dies prior to retirement shall receive compensation for one-third (1/3) of accumulated sick leave beyond that amount equivalent to the number of scheduled working hours in a month for the class to which the employee belongs.
 - (d) Employees who resign from City service shall receive compensation for one-third (1/3) of accumulated sick leave beyond that amount equivalent to the number of scheduled working hours in a month for the class to which the employee belongs.
- (C) VACATION LEAVE: Except as otherwise required under the Family And Medical Leave Act, the Americans With Disabilities Act, other applicable federal, state or local law and/or other City policies, vacation leave will be handled as follows:
- 1. Vacation Leave Accrual:
 - (a) Effective June 23, 2012, the accrual of vacation leave shall cease for all employees.

2. Vacation Leave Bank:
 - (a) Unused vacation leave hours accrued on or before June 23, 2012, will be banked for future use by the employee who earned them, and may be used and/or paid out according to the rules of this section (which mirrors the former policies).
 3. Vacation Leave Bank and Use:
 - (a) Employees are required to request vacation leave in advance through their supervisors according to established departmental procedures.
 - (b) Every attempt will be made to accommodate the employee's wishes in scheduling vacation leave; however, a vacation leave request may be denied by the department head when it is determined that the employee's absence would have an adverse effect on departmental operations. Vacation leave requests in excess of twenty (20) scheduled working days must be approved by the department head and human resources director.
 - (c) Failure to request vacation leave prior to taking it may be grounds for denial of the leave and/or disciplinary action. Department heads may approve vacation leave after the fact when, in their determination, there was an emergency or other justifiable reason for using it without prior approval. However, employees should make every attempt to notify their supervisors as soon as possible of their absence.
 4. Charging Vacation Leave: Vacation is charged against the employee's credits on an hour-for-hour basis according to the number of hours the employee would have been scheduled to work during the period of absence. When less than an exact number of hours is used, vacation credits will be charged to the nearest fifteen (15) minutes.
 5. Payment Of Vacation Leave Upon Separation: Every regular employee who has completed six (6) months of service with the City, and who has accumulated vacation credits, and leaves the City for any reason, shall have any remaining vacation credits paid on the last paycheck issued by the City; provided, however, that an employee shall not be paid more than the maximum accrued leave credits as set forth in subsections (A)1(e) and (A)1(f) above.
- (D) RETIREMENT APPRECIATION BONUS: Except as otherwise required under the Family And Medical Leave Act, the Americans With Disabilities Act, other

applicable federal, state or local law and/or other City policies, the retirement appreciation bonus will be handled as follows:

1. An employee hired on or before June 30, 2012, shall also receive a retirement appreciation bonus equivalent to three (3) months pay upon the satisfaction of the eligibility criteria set forth hereunder. Time spent as a temporary employee shall not count toward years of City service.
 - (a) Employees of the City who, as of June 30, 2012, had at least ten (10) years of consecutive service as a Full Time or Part Time Regular Employee with the City and qualified for a retirement benefit under the Arizona State Retirement System or the Public Safety Personnel Retirement System will be eligible to receive the retirement appreciation bonus at their rate of pay upon separation. Pay out for Part Time Regular Employees will be on a prorated basis.
 - (b) Employees of the City who, as of June 30, 2012, either did not have ten (10) years of consecutive service as a Full Time or Part Time Regular Employee with the City or were not qualified for a retirement benefit under the Arizona State Retirement System or the Public Safety Personnel Retirement System are eligible to receive the retirement appreciation bonus, calculated at their June 30, 2012, rate of pay, upon separation if at that time they meet the eligibility criteria set forth in subsection (D)1(a) above. Pay out for Part Time Regular Employees will be on a prorated basis.
 - (c) Employees of the City hired on July 1, 2012, or thereafter shall not be eligible to receive the retirement appreciation bonus.
- (E) SPECIAL LEAVE WITHOUT PAY: Except as otherwise required under the Family And Medical Leave Act, the Americans With Disabilities Act, other applicable federal, state or local law and/or other City policies, requests for special leave without pay will be handled as follows:
1. Leave Authorization:
 - (a) A department head, with approval of the human resources director, may grant a regular or probationary employee a leave of absence without pay for not more than two (2) calendar weeks.
 - (b) The City Manager may grant a regular employee a special extended leave of absence without pay upon recommendation of the appropriate department head and human resources director. A written request setting forth the reasons for unpaid leave must be submitted to the department head.

- (c) An employee may request a medical leave of absence without pay after accrued paid time off, sick and/or vacation leave have been depleted. Certification of the need and duration of such leave from a licensed physician will be required.
 - (d) Denial of a request for leave without pay is not subject to appeal.
 - (e) Military leave without pay will be granted in accordance with provisions of state and federal law.
2. Employment Status: Unless otherwise provided by federal, state or local law:
- (a) An employee on leave without pay will receive no compensation or fringe benefits and will not accrue paid time off leave credits.
 - (b) Employees who elect to continue coverage under the City's health insurance program while on leave without pay must pay all premium costs for the duration of the leave.
 - (c) If possible, an employee returning to work from leave without pay may be reinstated to the same or equivalent position.
 - (d) Employees on leave without pay for less than thirty (30) calendar days are eligible to receive salary increases scheduled during the leave period. Otherwise, the employee's scheduled date for salary increase will be changed to reflect the number of calendar days off payroll.
- (F) SPECIAL PAID LEAVE: Except as otherwise required under the Family And Medical Leave Act, the Americans With Disabilities Act, other applicable federal, state or local law and/or other City policies, special paid leave will be handled as follows:
1. Workers' Compensation:
- (a) Employees are insured by the City, under the Arizona workers' compensation statutes, against injuries and illnesses occurring in the course of City employment. The law provides for payment under certain circumstances of medical expenses and compensation for loss of income. It is mandatory that every job-related injury or illness, regardless of severity, be reported immediately to the supervisor and a written report prepared in accordance with City safety policies.

- (b) Workers' compensation payments for lost income do not commence until the eighth calendar day following injury or illness. Employees may receive up to forty (40) hours (56 hours for fire suppression personnel) of City-paid industrial injury leave within a calendar year to be used during periods when workers' compensation payments are not available.
- (c) During those periods when City industrial leave or workers' compensation payments are not provided, payment of salary will be charged to the employee's accrued paid time off, sick leave bank, and/or vacation leave bank, until available leave has been exhausted.
- (d) If an absence due to job-related disability extends beyond thirteen (13) calendar days, workers' compensation payments are computed and made retroactive to the date the injury or illness occurred. When retroactive payment is made and the employee has previously received City-paid industrial or other credited leave payments, the employee must assign the workers' compensation payments to the City. Industrial or other credited leave previously used by the employee will then be restored to the employee's account on a proportionate basis.
- (e) When pay is provided by workers' compensation, the amount received by the employee is usually less than the employee's normal paycheck. If the employee chooses, the difference between the normal paycheck and the amount received in workers' compensation will be calculated and charged to the employee's accrued leave.
- (f) The employee has the option to accept or reject adjustment payments from sick bank, vacation bank and/or paid time off credits. If the employee elects to reject such payments, the entire amount of workers' compensation will be retained by the employee. If payments of sick bank time, vacation bank time and/or paid time off are accepted, the employee must assign the workers' compensation payments to the City to be used to provide the employee the normal pay as provided herein.
- (g) The employee may be required to submit to a medical examination on a periodic basis by a City-designated physician.
- (h) It is the City's policy to attempt to place every employee who is temporarily disabled due to a job-related injury in a light duty position. The job duties are to be within any prescribed limitations

as set by a licensed physician. The City can place any employee eligible for light duty within any City department.

2. Military Leave:

- (a) An employee who is a member of the National Guard, a member of the reserve corp of the United States armed services or a member of another applicable military service shall be entitled to a leave of absence as provided for in the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- (b) Appropriate documentation for military leave must be submitted to the City's Human Resources department in accordance with the requirements of USERRA.

3. Jury or Witness Leave:

- (a) When an employee is summoned for jury duty or subpoenaed as a witness in a court of law, the City will continue to pay the employee's regular salary upon the surrender of the juror's fee to the City. Employees required to appear in court for personal reasons or are subpoenaed to testify in proceedings where they are either a plaintiff, defendant or other interested party will not be eligible for paid witness leave unless it is directly related to their employment with the City.
- (b) Employees should notify their department head upon receipt of a summons or subpoena and in advance of their absence from City duty to appear in court.
- (c) When jury or witness leave is completed, the employee must submit documented proof of attendance to the department head and record it in the timekeeping system.

4. Bereavement Leave:

- (a) Family leave with pay may be granted in the event of the death of a member of the employee's immediate family. The immediate family shall consist of the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters, or the spouse's children, parents, grandparents, grandchildren, brothers or sisters.
- (b) Use of family leave is limited to two (2) occurrences within a calendar year and a maximum of three (3) consecutive workdays for each occurrence. Two (2) additional days of family leave may be granted if the employee must travel out of state.

5. Holidays:

- (a) Regular full-time and part-time employees will be allowed the following paid holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	<i>Fourth Thursday in November</i>
Friday after Thanksgiving	
Christmas Day	December 25

- (b) If the holiday falls on Sunday, the following Monday shall be observed; if the holiday falls on Saturday, the preceding Friday shall be observed. Shift workers scheduled to work on holidays will be compensated in accordance with policies established by the City manager.
- (c) Regular, part-time employees scheduled to work more than one thousand forty (1,040) hours per year shall be paid for holidays on a prorated basis according to the number of hours they would normally be scheduled to work on that day.
- (d) Employees must work or be on paid leave the last scheduled workday before the holiday and the first scheduled workday after the holiday to be paid for the holiday.
- (e) An employee who is separated from City service when the last day worked is the last working day before a holiday shall not be paid for the holiday.

6. Unused Leave:

- (a) Special paid leave does not accrue from year to year and cannot be carried over into a subsequent year.

- (b) Employees separating from City service are not eligible to be compensated for any special paid leave days which were not used. (Ord. 2307, 10-22-1991, eff. 1-1-1992)
- (G) Family and Medical Leave Act: Notwithstanding anything to the contrary herein, all eligible employees of the City, as defined in the family and medical leave act of 1993, shall be entitled to all of the benefits set forth therein, as the same may be amended from time to time. (Ord. 3101, eff. 7-22-1993)
- (H) Modifications of all of the foregoing policies will be made as required under any applicable federal, state or local law.

1-20-21: PRESENT BENEFITS:

Those employees who have accrued vacation or other employment benefits under prior personnel policies that are different from those established by this Ordinance shall continue to retain those benefits for use and/or payout under the term of the applicable policies in force at the time of the accumulation of the leave time. The future accrual and use of benefits after the passage of this Ordinance shall be at the levels and under the terms that are defined within this Ordinance.

SECTION 2. THAT, Section 1-20-25, *Modifications*, is added to the Prescott City Code in accordance with the following:

1-20-25: MODIFICATIONS:

The City reserves the right to add to, modify, change or eliminate any benefits at any time upon appropriate action by the City Council.

SECTION 3. THAT, if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 22nd day of May, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

COUNCIL AGENDA MEMO – May 22, 2012

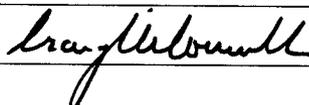
II-M*

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Approval of Land Use Agreement No. AG-94TZ-P-12-50XX with the USDA Forest Service providing for the use of Upper Goldwater Lake as a source of water for suppression of the Gladiator Fire

Approved By:

Date:

Department Head: Joe Baynes	5-18-12
Finance Director: Mark Woodfill	
City Manager: Craig McConnell 	5-18-12

Summary

This agreement outlines the parameters for the USDA Forest Service to use Upper Goldwater Lake as a water source for firefighting activities related to the Gladiator Fire incident.

Background

On May 16, 2012, Yavapai County Emergency Management contacted the City to request immediate authorization for use of Upper Goldwater Lake as a water dipping site for the Gladiator Fire. Given the urgency and importance of immediate access to the water, use was approved on an emergency basis. The attached agreement formalizes the arrangement, establishing a unit charge for the water, providing indemnification to the City related to USDA activity associated with Upper Goldwater Lake, and establishing remedies in the event of damage.

Financial Impact

The City will be paid six dollars (\$6.00) per thousand gallons of water removed from Goldwater Lake by USDA forces.

Recommended Action: **MOVE** to approve Land Use Agreement No. AG-94TZ-P-12-50XX with the USDA Forest Service for use of Upper Goldwater Lake.

LAND USE AGREEMENT

AGENCY (name, address, phone number)

USDA Forest Service,
Western Acquisition Zone
2324 E. McDowell Road
Phoenix AZ 85006

AGREEMENT NUMBER MUST APPEAR ON
ALL PAPERS
RELATING TO THIS AGREEMENT
AGREEMENT NUMBER
AG-94TZ-P-12-50XX

EFFECTIVE DATES

a. beginning **May 17, 2012**

b. ending

End of Gladiator Incident

OWNER (name, address, phone number-include day/night/cell/fax)

City of Prescott Joe Baynes
201 S. Cortez St. Cell 928-308-1897
Prescott, AZ 86301 Fax 928-771-5845

INCIDENT NAME: **Gladiator**

INCIDENT NUMBER: **AZ-PNF-120266**

RESOURCE ORDER NUMBER: **XXXXX**

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)

SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED HUBZONE SERVICE DISABLED VETERAN **X Government**

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as a water resource dipping site

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

Upper Goldwater Lake located at 2900 S. Goldwater Lake Road Prescott, AZ 86301

County: Yavapai State: AZ Township: 13N Range: 2W Section: 15 & 22

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

RATE: For each that the land/facilities are used, the Government will pay the rate of \$6.00 per 1000 gallons, or provide consideration as follows: _____. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ 0.0, regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.

UTILITIES AND SERVICES: (check only one)

The above rate includes utility charges for the following: N/A

The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____.

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical.

Restoration work includes: repair and remediation acceptable to the City of Prescott for any and all damage resulting from or relating to USDA use of Upper Goldwater Lake.

INDEMNIFICATION: To the fullest extent permitted by law, the USDA Forest Service, hereafter "Contractor" shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Agreement, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury, impairment, or destruction of property including loss of use resulting there from, infringement of any patent, copyright or trademark, caused by any acts, errors, mistakes, omissions, work, services or goods provided in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.

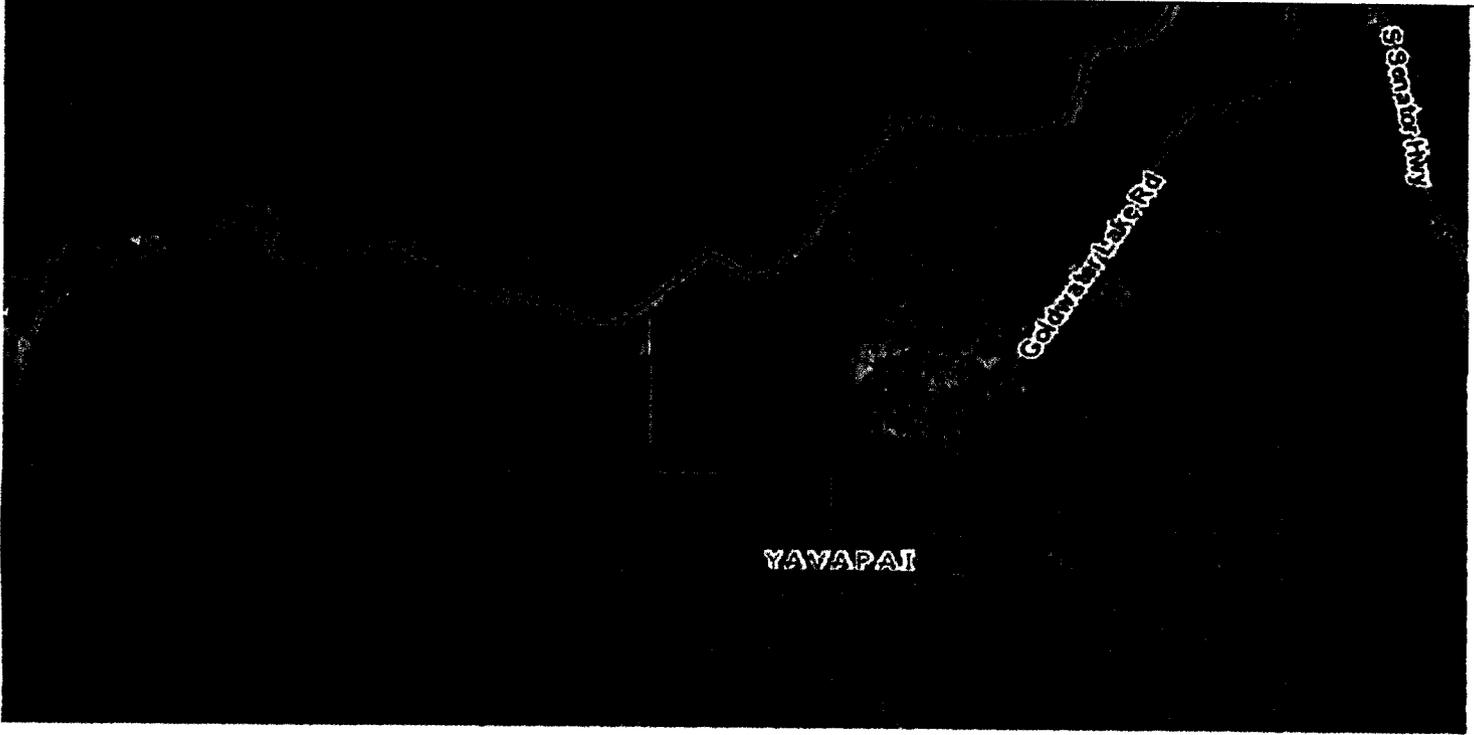
ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

OTHER: Describe in detail: _____

TERMS AND CONDITIONS: See attachment.

CHECKLIST(s): See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.



ADDITIONAL CLAUSES:

- Central Contractor Registration (52.204-7) (Apr 2008)
- Permits and Responsibilities (FAR 52.236-7) (Nov 1991)
- Convict Labor (FAR 52.222-3) (June 2003)
- Extras (FAR 52.232-11)(APR 1984)
- Disputes (FAR 53-233-1)(DEC 1998) ALT I (JULY 2002)
- Termination for the Convenience of the Government (Services)(Short Form)(FAR 52.249-4)(APR 1984)
- Termination for Default (Fixed-Price Supply and Service)(FAR 52.249-8)(APR 1984)
- Payments (FAR 52.232-1)(APR 1984)
- Interest (FAR 52.232-17)(June 1996)
- Prompt Payment (FAR 52.232-25)(FEB 2002)
- Changes—Fixed Price (FAR 52.243-1)(AUG 1987)ALT I(APR 1984)
- Loss, Damage or Destruction. The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE <i>Joe Baynes</i>	DATE 5/17/12	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE: JOE BAYNES PARKS AND RECREATION DIRECTOR FOR THE CITY OF PRESCOTT	PRINT NAME AND TITLE: RUFUS KI COLE		
PHONE NUMBER (if different from Owner's):	PHONE NUMBER: 505-301-1280		

PRE-USE INSPECTION: Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	

POST-USE INSPECTION: Description of photos (no digital) or condition immediately following the Government's occupancy.

TOTAL AMOUNT DUE \$

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

OWNER / OWNER'S AGENT SIGNATURE: <i>Joe Baines</i>	DATE: <i>5/17/12</i>	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE: <i>Joe Baines PARKS & RECREATION DIRECTOR</i>		PRINT NAME AND TITLE:	

City of Prescott