

PRESCOTT CITY COUNCIL JOINT REGULAR VOTING/ SPECIAL MEETING A G E N D A

PRESCOTT CITY COUNCIL
JOINT REGULAR VOTING/SPECIAL MEETING
TUESDAY, JUNE 26, 2012
3:00 P.M.

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

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

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION** Father Art Gramaje, CMF, Sacred Heart
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Lamerson
- ◆ **ROLL CALL:**

Mayor Kuykendall
Councilman Arnold Councilman Kuknyo
Councilman Blair Councilman Lamerson
Councilman Carlow Councilman Scamardo
- ◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

REGULAR MEETING

I. **CONSENT AGENDA**

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

RECOMMENDED ACTION: MOVE to approve Consent Agenda Items I-A through I-F.

- A. Adoption of Resolution No. 4137-1247 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into a Facilities Use Agreement with the Yavapai Community College District for instructional use of the City facility located at 2900 Sun Dog Ranch Road, Prescott, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- B. Adoption of Resolution No. 4132-1242 – A resolution of the Mayor and Council of the City of Prescott Yavapai County, Arizona, authorizing the City of Prescott to enter into a renewal of the existing Intergovernmental Agreement (“IGA”) with Yavapai County Office of Emergency Management that establishes unified emergency management for the tri-city area and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- C. Award of bid for Police Department building security enhancement to Stanley Security Solutions in an amount not to exceed \$19,971.28.
- D. Approval of administrative revisions to the agreement between the City of Prescott and Walker Fire Protection Agency previously approved by Resolution No. 4101-1211.
- E. Award of bid for legal advertisement of public notices for Fiscal Year 2013 to Prescott Newspapers (Daily Courier) at the rate of \$11.16/column inch for straight copy and \$9.30/column inch for camera-ready copy.
- F. Approval of the minutes of the Prescott City Council Regular Voting Meeting of May 22, 2012; the Workshop of May 24, 2012; the Joint Workshop/Special Meeting of June 5, 2012; the Regular Voting Meeting of June 12, 2012; and the Special Meeting of June 13, 2012.

II. REGULAR AGENDA

- A. Public Hearing and consideration of liquor license application submitted by Lauren Dean Echols, applicant for Thunder Ridge, LLC, for a Series 12, *Restaurant*, license for Thunder Ridge Event Center, located at 6200 North Highway 89.

RECOMMENDED ACTION: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny a liquor license application submitted by Lauren Dean Echols, for a Series 12, Restaurant, license for Thunder Ridge Event Center, located at 6200 North Highway 89.

- B. Public Hearing and consideration of liquor license application submitted by Timothy Wayne Richline, applicant for Bel Cibo Enterprises, LLC, for a Series 12, *Restaurant*, license for The Boulders Restaurant of Prescott, located at 1355 West Iron Springs Road.

RECOMMENDED ACTION: (1) *MOVE to close the Public Hearing; and (2) MOVE to approve/deny a liquor license application submitted by Timothy Wayne Richline, applicant for Bel Cibo Enterprises, LLC, for a Series 12, Restaurant, license for The Boulders Restaurant of Prescott, located at 1355 West Iron Springs Road.*

- C. Approval of annual support and licensing agreement with Tyler Technologies for MUNIS financial software.

RECOMMENDED ACTION: *MOVE to approve the OSDBA support and MUNIS software annual support and licensing agreement for Fiscal Year 2013 in the amount of \$99,418.00; and authorize City staff to execute all necessary documents.*

- D. Authorization to enter into a Joint Project Agreement with the State of Arizona ADOT Multimodal Planning Division – Aeronautics Group for an Airport Pavement Preservation Program project on Runway 12-30 at the Prescott Municipal Airport, Ernest A. Love Field.

RECOMMENDED ACTION: *MOVE to enter into a Joint Project Agreement with the State of Arizona ADOT Multimodal Planning Division – Aeronautics Group (City Share \$39,261.30 funded in FY2013) for an Airport Pavement Preservation Program project on Runway 12-30 at the Prescott Municipal Airport, Ernest A. Love Field, and further directing City staff to execute any and all related documents necessary to convey said authorization to the State.*

- E. Adoption of Resolution No. 4134-1244 – 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 Arizona Department of Environmental Quality (ADEQ) for an ambient air-monitoring site at Pioneer Park.

RECOMMENDED ACTION: *MOVE to adopt Resolution No. 4134-1244.*

- F. Adoption of Resolution No. 4138-1248 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, allowing acceptance of a grant from the Governor's Office of Highway Safety in the amount of \$35,000 to further Police Department's ongoing DUI enforcement efforts and conduct selective speed/aggressive driver enforcement details, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.

RECOMMENDED ACTION: *MOVE to adopt Resolution No. 4138-1248.*

- G. Adoption of Ordinance No. 4833-1233 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending the Prescott City Code by repealing Chapter 4-8, *Amusement Rides and Devices*, thereof.

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4833-1233.

- H. Award of a three-year contract to Metering Services, Inc., to provide meter calibration services for water meters (3-inch and larger) in an amount not to exceed \$70,000.00.

RECOMMENDED ACTION: MOVE to award a three-year contract for meter calibration and repair services to Metering Services, Inc., in an amount not to exceed \$70,000.00 according to the unit prices in the bid.

- I. Award of individual two-year contracts to three separate vendors to provide waterworks parts and materials not to exceed the following amounts: Dana Kepner Co., Inc., \$162,000.00; Ferguson Waterworks \$86,000.00; and Peoria Winnelson \$33,000.00.

RECOMMENDED ACTION: MOVE to award two-year unit price contracts for waterworks parts and materials not to exceed the following amounts to: Dana Kepner Co., Inc., \$162,000.00; Ferguson Waterworks \$86,000.00; and Peoria Winnelson \$33,000.00.

- J. Adoption of Ordinance No. 4835-1235 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting water utility easement from O'Reilly Auto Stores, Inc., and authorizing the Mayor and City staff to take all necessary steps to effectuate such acceptance of water utility easement.

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4835-1235.

- K. Adoption of Ordinance No. 4836-1236 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona accepting a Dedication of Right-of-Way from Single Tenant Retail, LLC, and authorizing the Mayor and City staff to take all necessary steps to effectuate such acceptance of Dedication.

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4836-1236.

- L. Adoption of Ordinance No. 4834-1234 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting a Sewer Maintenance and Manhole Access Road easement and authorizing the Mayor and City staff to take all necessary steps to effectuate the acceptance of such easement.

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4834-1234.

- M. Adoption of Resolution No. 4140-1250 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, in support of the goals of the “Save Arizona’s Forest Environment (SAFE) Plan.”

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4140-1250.

- N. Appointment of Interim City Clerk.

RECOMMENDED ACTION: MOVE to appoint _____ as Interim City Clerk effective July 1, 2012.

- O. Adoption of Ordinance No. 4837-1237 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing an Amendment to the “Amended Effluent Sales Agreement” Contract #97-162A, for the sale of effluent.

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4837-1237.

- P. Discussion of amending City Code Sections 8-2-3 and 8-2-4 to limit campaign signs in certain public rights-of-way.

RECOMMENDED ACTION: Council discussion/direction only; no formal action proposed.

- Q. Public Hearing on FY 2013 Budget, Expenditure Limitation and Tax Levy.

RECOMMENDED ACTION: MOVE to close the Public Hearing.

III. ADJOURNMENT

SPECIAL MEETING

- A. Call to Order

- B. Adoption of Resolution No. 4139-1249 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, finally determining and adopting Estimates of Proposed Expenditures for the Fiscal Year 2013, declaring that the same shall constitute the Budget for the City of Prescott for said fiscal year, establishing the Expenditure Limitation, approving and updating the Job Roster for the City of Prescott, and setting forth its determination as to Unfunded Capital and Other Unfunded Budgetary Requests.

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4139-1249.

- C. Adjournment

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, MMC, City Clerk

IA

COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT: Fire

AGENDA ITEM: Adoption of Resolution No. 4137-1247 approving a Facilities Use Agreement between the City of Prescott and the Yavapai Community College District for the Fire Department Training Center

Approved By:

Date:

Department Head: Dan Fraijo, Interim Fire Chief	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	6-20-12

Summary

This agreement is a requirement for the Yavapai Community College District to disburse funding to the City for use of the Fire Training facility.

Background

For over 20 years the City of Prescott has partnered with Yavapai Community College to provide a training site for Fire Science classes. In recent years YCC has offered, in addition to providing a copy machine, office supplies, and computer equipment, a monetary stipend to the City of Prescott, paid on the basis of \$10.00 per enrolled student. This Council action will allow YCC to disburse funds to the City for that program.

Financial Impact

For the current fiscal year (FY12), the College will be paying the City approximately \$900.00 (as of the date of this document.)

Recommended Action: MOVE to adopt Resolution No. 4137-1247.

RESOLUTION NO. 4137-1247

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A FACILITIES USE AGREEMENT WITH THE YAVAPAI COMMUNITY COLLEGE DISTRICT FOR INSTRUCTIONAL USE OF THE CITY FACILITY LOCATED AT 2900 SUN DOG RANCH ROAD, PRESCOTT, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott (City) and the Yavapai Community College District (District) wish to enter into a Facilities Use Agreement for the instructional use of City facilities located at 2900 Sun Dog Ranch Road by the District.

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 Facilities Use Agreement between the Yavapai Community College District and the City of Prescott, 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 Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 26th day of June, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

**Facilities Use Agreement
Between
Yavapai Community College District
And
City of Prescott
(Facility Owner)**

1. PARTIES

The Parties to this Contract are Yavapai Community College District, hereinafter referred to as "College", and City of Prescott , hereinafter referred to "Owner".

This agreement is made with reference to the following facts:

- Owner has agreed that College can utilize the facility located at 2900 Sun Dog Ranch Road, Prescott Arizona, 86301, for instructional use for the **2011-2012** academic year.
- College represents that the facility will only be used for the purpose so stated.

Nothing in the Contract shall be construed to make either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the Contract shall be that of independent Facility Owner, not joint venture, agent or business partners.

2. USE

The College agrees to conduct its activities in the facility in a careful and safe manner. When using the facility, or any portion thereof, College agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the College pertaining to the use and occupancy of the facility. The College agrees to take good care of the facility and any equipment and furniture located therein, and to leave the facility at all times in as good order and conditions as existed prior to College's use thereof. The College reserves the right to cancel a class if enrollment does not meet current college policies. The College will notify the owner, in writing, of any changes affecting the class meeting times, dates or places within their facility.

3. SCHEDULING

The Facilities will be made available at least thirty minutes prior to class time. College shall complete a Facility Use Agreement form and submit it to the Purchasing Department ten business days prior to requested date. College will notify the Owner in writing of the schedule of classes to be offered in their facilities.



4. TERM

The term of this agreement shall commence on 7/1/2011, and end on **July 31, 2012**, at which time College's rights to use the facility under this agreement shall automatically expire unless otherwise extended in writing, by the College and agreed upon by the owner.

5. COMPENSATION

The College will compensate the owner for use of the facility as follows **\$10 per enrolled student per class due each semester (Fall 2011, Spring 2012, Summer 2012)** : Invoice in duplicate to Yavapai College Accounts Payable 1100 E. Sheldon Street, Prescott, AZ 86301.

6. INSURANCE

The College agrees to procure, at its expense, and maintain during the course of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement with limits of liability not less than \$1,000,000/\$2,000,000 Aggregate; the City of Prescott shall be named as an additional insured on the Certificate of Insurance and the Certificate shall be provided to the city evidencing same. 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 Agreement.

7. INDEMNIFICATION

To the fullest extent permitted by law, the College 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, services, events or in any way related to the use of the City facility by the College, its employees, agents, officials, or invitees.

8. ENTIRE CONTRACT

This agreement embodies the entire contract between Owner and College. The parties shall not be bound by or be liable for any statement or representative of any nature not set forth in this agreement. Changes of any of the provisions of this contract shall not valid unless completed in writing and signed by both parties.

9. SUSPENSION AND TERMINATION

A non-breaching party may terminate this Contract for the failure of the other party to comply with this Contract by giving that other party (30) thirty-day written notice of the failure to comply. The College may terminate this Contract immediately if the Owner files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors. The College may terminate this Contract under A.R.S. Section 38-511 for a violation of that statute.

Any changes to the contract, must be agreed to both parties, and approved in writing by the College Contract Manager or his/her designee and the authorized representative of the Owner.

10. ASSIGNMENT AND SUBLETTING

The College or the Owner shall not have the right to assign this Agreement or allow any other person or entity to use or occupy this portion of the facility without the prior written consent of both parties

11. ARBITRATION

In the event of a dispute hereunder, the parties agree to use arbitration insofar by Section 12-1518, Arizona Revised Statutes, and rules promulgated there under.

12. CONFLICT OF INTEREST

The parties understand that this Agreement is subject to cancellation pursuant to Section 38-503 of the Arizona Revised Statutes, without penalty or further obligation on the part of the College, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the College is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of the Owner, in any capacity, or a consultant to the Owner, with respect to the subject matter of this Agreement.

13. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement, the courts of which state shall have jurisdiction of the subject matter hereof.

14. AUTHORITY

The individual signing below on behalf of the Owner hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Owner and that this Agreement is binding upon the Owner in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, this 6th day of June, 2012.

“College”

“Owner”

NAME: Phyllis Lewellen

NAME: _____

SIGNATURE: Phyllis Lewellen

SIGNATURE: _____

TITLE: Director of Purchasing and Contracting

TITLE: _____

I-B

COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT: Fire

AGENDA ITEM: Adoption of Resolution No. 4132-1242 approving renewal of an Intergovernmental Agreement with Yavapai County Emergency Services for unified emergency management

Approved By:

Date:

Department Head: Dan Fraijo, Interim Fire Chief	
City Manager: Craig McConnell <i>Craig McConnell</i>	<i>6-20-12</i>

Background:

Annually the City of Prescott and the Yavapai County Office of Emergency Management (YCEM) enter into an intergovernmental agreement establishing regional unified emergency management. The agreement sets forth groundwork for emergency management procedures and policies for our community and Yavapai County relating to disasters.

Intergovernmental Agreement:

The attached agreement contains no substantive changes from the prior one, other than a slight increase in annual costs. Prescott Fire Department is pleased with the agreement and level of cooperation and support from Yavapai County benefiting the region through more rapid and efficient responses to disasters. YCEM provides technical assistance and resources in the event of an emergency as well as completing and submitting all reports required by state and federal agencies.

Benefits provided to the City during the past year include:

- Hazardous conditions notification (fire, flooding, wind storms, traffic accidents)
- Update of the Disaster Response Plan
- Completion of the Multi-Jurisdictional Hazard Mitigation Plan
- Completion of the Communities Wildland Protection Plan
- On call status 24/7
- On call 24/7 alternative communications capability (Amateur Radio)
- Monitor and assist with compliance on Homeland Security training & reporting mandates
- Provided free Homeland Security and emergency management training classes

Financial:

The annual cost of \$17,132.00 for services provided under this agreement has been budgeted by the City, and will be billed quarterly by Yavapai County. This amount remained constant for eleven years at \$14,254.00 and just increased this year to \$17,132.00.

Recommended Action: MOVE to adopt Resolution 4132-1242.

RESOLUTION NO. 4132-1242

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A RENEWAL OF THE EXISTING INTERGOVERNMENTAL AGREEMENT (“IGA”) WITH YAVAPAI COUNTY OFFICE OF EMERGENCY MANAGEMENT THAT ESTABLISHES UNIFIED EMERGENCY MANAGEMENT FOR THE TRI-CITY AREA AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, annually the City of Prescott Fire Department and the Yavapai County Office of Emergency Management enter into an Intergovernmental Agreement (“IGA”) that establishes unified emergency management for the tri-city area; and

WHEREAS, the City of Prescott Fire Department and the Yavapai County Office of Emergency Management wish to enter into the attached IGA, Exhibit “A”, hereto, and there were only a few minor changes made from last year’s agreement. The IGA sets the groundwork for emergency management procedures and policies for our community and Yavapai County relating to disasters; and

WHEREAS, the City of Prescott Fire Department will pay 17,132.00 total, billed in four quarters to Yavapai County for the services provided; and

WHEREAS, ARS §§11-951 and 11-952 authorize “public agencies” such as Prescott and Yavapai County to enter into intergovernmental agreements to contract for services and facilities.

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 (Exhibit “A”) between Yavapai County Office of Emergency Management and the City of Prescott Fire Department that establishes unified emergency management for the tri-city area.

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 this 26th day of June, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF
UNIFIED EMERGENCY MANAGEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____ 2012, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and the CITY OF PRESCOTT, a municipal corporation of the State of Arizona, hereinafter called "City" as follows:

WHEREAS the County has established an Office of Emergency Management and;

WHEREAS the County has the capability to manage a unified emergency management organization and;

WHEREAS the parties are empowered to enter into this agreement pursuant to ARS " 11-952, 26-307, and 26-308.

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

1. The County and the City shall establish a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of enemy attack upon the United States of America and/or in the event of any peacetime natural, technological, or manmade emergency or disaster within the County or City. See Attachment A for list of definitions. See Attachment B for a comprehensive list of services provided.
2. The unified emergency management organization is hereby designated as the Yavapai County Joint Office of Emergency Management.
3. The County will perform the following services with the City:
 - a. Include emergency operations of the City in the County Disaster Response Plan (DRP) covering emergencies and disasters;
 - b. Aid and advise the City with regards to training of employees that may be responsible for emergency management duties;
 - c. Review the City Disaster Response Plan for completeness, compatibility and compliance with the National Incident Management System (NIMS), County Disaster Response Plan, State Emergency Operations Plans and provide improvements and updates as necessary.

- d. Provide assistance to the City to develop/update emergency management plans, procedures, and programs in each of the following areas, such list not to be exclusive: Continuity of Government, Direction and Control, Law and Order, Fire Services, Emergency Evacuation, Shelter, Public Services, Recovery, Mitigation, Persons with Special Needs, Radiological Safety, Warning and Public Information, Transportation, Communications, Mass Casualty and Mass Casualty. The above plans and programs will be coordinated with and approved by the various City departments effected by said plans and programs;
 - e. Assist the City with developing and/or updating a current inventory of all equipment and supplies available in the City for use in the event of any disaster;
 - f. Provide a current inventory of all equipment and supplies available in the County to assist the City in the event of any disaster;
 - g. Provide technical assistance in obtaining Federal or State funds which may become available to the City for emergency services purposes, and in the acquisition of surplus or other property for emergency services purposes by the City;
 - h. Complete and submit all report requirements emanating from State or Federal Government Agencies;
 - i. In the event of disaster confined to the City, provide emergency assistance as requested, within the limits of the ability of the County to so provide, and coordinate assistance furnished by other agencies in accordance with mutual aid agreements, State and/or Federal laws.
4. That the City shall:
- a. By this agreement become a member of the Yavapai County Joint Office of Emergency Management;
 - b. Appoint an Emergency Management Coordinator who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the chief executive officer or governing body. Upon request by City officials, the county will provide assistance with emergency management under normal and/or emergency or disaster conditions.
 - c. Accept joint responsibility to maintain and keep current the Yavapai County Disaster Response Plan and Guides as it relates to the City;

- d. Accept responsibility to maintain and keep current the City Disaster Response Plan and Guides;
 - e. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the City;
 - f. Budget and contribute to the County for the fiscal year commencing July 1, 2011 and ending June 30, 2012, the sum of \$17,132.00.
5. It is hereby mutually agreed:
- a. The Yavapai County Office of Emergency Management will include representation of all signatory parties;
 - b. The Yavapai County Office of Emergency Management shall be comprised of a County Director appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;
 - c. The County Emergency Management Director who is and shall be appointed by the Yavapai County Board of Supervisors, shall act as the Director of the Yavapai County Joint Office of Emergency Management;
 - d. The term of this agreement is for one year commencing July 1, 2011, and may be extended from year to year by mutual agreement of the parties prior to June 30 of the term, stating the compensation to be paid for service during such extended term and other charges;
 - e. Pursuant to ARS ' 38-511, the parties 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 that party is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, that party may further elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of that party from any other party to the agreement arising as a result of this agreement.

YAVAPAI COUNTY
A political subdivision of the State of Arizona

By: _____ Date: _____
THOMAS THURMAN
Chairman, Board of Supervisors

ATTEST:

_____ Date: _____
JULIE AYERS
County Clerk

Pursuant to ARS ' 11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

_____ Date: _____
DAVID S. HUNT
Deputy County Attorney

CITY OF PRESCOTT
A municipal corporation of the State of Arizona

By: _____ Date: _____
MARLIN KUYKENDALL
Mayor

ATTEST:

_____ Date: _____
ELIZABETH A. BURKE
City Clerk

Pursuant to ARS ' 11-952 (D), the undersigned City Attorney has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Prescott.

_____ Date: _____
GARY KIDD
City Attorney

Attachment A

LIST OF DEFINITIONS

"EMERGENCY," as defined in ARS ' 26-301, means the existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of the county, city, or town, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of such political subdivision as determined by its governing body and which require the combined efforts of other political subdivisions.

"DISASTER," as defined in Section 102, Public Law 93-288, means any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to state and local governments under the Disaster Relief Act of 1974.

Attachment B

Yavapai County

EMERGENCY MANAGEMENT / HOMELAND SECURITY

Services provided by County Emergency Management/Homeland Security under the IGA for the establishment of unified Emergency Management:

SERVICES:

- 24/7 Real Time Hazard Alert/notifications/bulletins
- 24/7 Emergency alternative communications capability
- Emergency/Disaster Response & Recovery Notification, Operations, Coordination and Staff augmentation
- Disaster Response Plan, Continuity Plan development and maintenance
- Homeland Security Grant Participation
- Risk/Hazard Analysis
- Staff Training (EOC, Disaster Plan, Continuity Plans)
- Free Freedom Corps Training
- Liaison to State and Federal Resources
- Public Education Program development and implementation assistance
- Hazard mitigation analyses and plan development.
- Exercise Development/Training/Implementation/Evaluation
- Emergency Management, NIMS, Homeland Security Training
- EPA/LEPC Representation
- Special Studies/Projects
- Damage Assessments
- Provide brochures, booklets, pamphlets, checklists or other information in support of local Emergency Management issues or initiatives.
- Other Emergency Management support as needed.

RATE: \$.43 per person, per year based on the 2010 census.

I-C

COUNCIL AGENDA MEMO – June 26, 2012
PROCUREMENT ITEM FOR CONSENT AGENDA (\$10,000 - \$20,000)

DEPARTMENT: Police

AGENDA ITEM CAPTION: Police Department Building Security Enhancement

Approved By: _____ **Date:** _____

Department Director: Michael Kappel, Chief of Police

City Manager: Craig McConnell *Craig McConnell* 6-20-12

Good(s) or Service(s) to be Purchased	
Description of Item(s) Check if Prof. Services ____	Necessary hardware and software components to add secured access to sensitive areas within Police Department Building. Requested components will fully integrate with Police Department's current Hirsch Velocity Electronic Monitoring System.
Quantity	Four secure entry locations will be added - Records Section (2), Evidence Drying Room and outside entry into officer briefing room.
Necessity/Use	Provide entry point control and monitoring capabilities into rooms containing sensitive information such as criminal records and crime scene evidence.

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

x	Vendor (Name and Location)	** See Note (1) below for professional services **	
		Price	Delivery/Schedule
	1. Stanley Security Solutions, Phoenix Arizona	\$19,971.28	Approximately 21 days to complete install
	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:** Anti-Racketeering - RICO

Additional Comments:
This is a sole source purchase due to the necessity of integrating new components with the Police Department's current Hirsch Velocity Electronic Monitoring System previously provided by Stanley Security Solutions.

Attachments	1. Proposal From Stanley Security Solutions
	2.
	3.



Stanley Convergent Security Solutions, Inc.

Equipment & Labor Summary

PRESCOTT POLICE DEPARTMENT
222 S MARINA ST
PRESCOTT, AZ 86303

UPDATED PROPOSAL - REDUCED HIRSCH SCRAMBLE PROX AND LABOR PRICING

Proposal Generated: 6/14/2012

Qty	Description	Part Number	Unit Price	Total Price
4	Scrambleproxtm - High Intensity - For Hi	DS47L-SPX-HI	\$1,115.06	\$4,460.24
4	Sentrol Magnetic Contact White	SR-1055	\$3.60	\$14.40
1	Hirsch 8 Door Digitrac Controller	M8N2	\$4,421.60	\$4,421.60
4	Exterior Heavy Duty Surface Mounting Box 6A PWR SPLY/CHGR LRG CAB &XFMR	MB5	\$126.33	\$505.32
1	ALTRONIX CORP.	AX-AL600ULX	\$388.03	\$388.03
3	FLUSHED MOUTNING BOX	MB1	\$45.94	\$137.82
3	ELECTRIFIED LEVER SETS	STBST-45H7DE1DH15H	\$809.67	\$2,429.01
3	ELECTRIFIED HINGE	STAN-CECB179	\$130.06	\$390.18
1	MagLocks or Door Strikes:	STAN-VD99	\$953.23	\$953.23
	MagLocks or Door Strikes: LEVER FOR MECH			
1	CRASH BAR	STAN-EL996	\$907.29	\$907.29
1	RX FOR CRASH BAR	STAN-050277	\$97.62	\$97.62
Equipment Total				\$14,704.74
Labor & Additional Total				\$4,084.33
Actual Install Sale Price				\$18,789.07
			Tax	\$ 1,182.21
Grand Total				\$19,971.28

I-D

COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT: Police

AGENDA ITEM: Approval of administrative changes to a previously approved Contract between the City of Prescott and Walker Fire Protection Agency

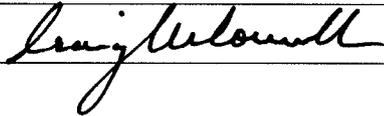
Approved By:

Date:

Department Head: Michael Kabbel, Chief of Police

Finance Director: Mark Woodfill

City Manager: Craig McConnell



6-20-12

Item Summary

In October 2011 Council approved, through adoption of Resolution No. 4101-1211, a contract between the City of Prescott and the Walker Fire Protection Agency. The purpose of this contract is for the City, as lead agency, to provide continuing consolidated dispatch services to Walker Fire Protection Agency. The Police Department now requests adoption of minor administrative revisions to the contract which are not substantive.

Background

In July 2009 the City began providing consolidated dispatch services to the Walker Fire Protection Agency through the Prescott Regional Public Safety Communication Center (Dispatch Center). Such services are inclusive of all needed on-site personnel, facilities, workspaces, equipment and utilities necessary to fully operate the Dispatch Center.

The contract previously approved renewed existing provisions for the period of July 1, 2011, through June 20, 2013. However, due to personnel changes Walker Fire Protection Agency has requested the following administrative revisions prior to signing off on the agreement:

1. Page 8 - Change of City adoption date to 2012
2. Page 8 - Change of Walker Fire Protection Agency adoption date to 2012
3. Page 8 - Change name of Secretary for Walker Fire Protection Agency
4. Page 9 - Change name of Attorney for Walker Fire Protection Agency

Budget

No financial impact is associated with this item. The agreement in place provides for payment by the Walker Fire Protection Agency to the City on a monthly basis for its proportionate share of dispatch center costs as determined by a workload division of costs as set forth therein.

Recommended Action: MOVE to approve administrative revisions to the agreement between the City of Prescott and Walker Fire Protection Agency previously approved by Resolution No. 4101-1211.

IE

COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT:	City Clerk
AGENDA ITEM:	Annual Contract for Legal Advertisement

Approved By:		Date:	
Department Head:	Elizabeth A. Burke, City Clerk		
Finance Director:	Mark Woodfill		
City Manager:	Craig McConnell	<i>Craig McConnell</i>	6-20-12

Item Summary

Annual contract for legal advertisement of public notices as required by City Charter and/or State Statutes.

Background

Formal sealed bids requested for furnishing legal advertisements for the public notifications as required by the City Charter and/or State Statutes were opened Thursday, June 14, 2012, at 2:00 p.m. Legal advertisements are bid at a rate for a column inch per section, according to ARS Article 2, Section 39-221.

The bid requested rates for straight copy format and camera-ready single column format. Straight copy is retyped by the Daily Courier personnel before being published, while camera-ready copy is in the proper format for publication and in most cases we now e-mail directly to the Daily Courier in the proper format.

One bid was received from the Daily Courier at the following rates: \$11.16/colum inch for straight copy and \$9.30/column inch for camera-ready copy. These are the same rates as the last several years. Although not requested, they also submitted the following rates for the services indicated and while there is no formal award of these rates, they are what the City would anticipate being charged for said services.

- \$13.70/Display Ad/Column Inch/Insertion, including but not limited to employment, holiday and/or other event advertising
- \$50.00/Employment ads placed on Monster.com per job listing, per 30 day run

Budget

The cost for legal advertisement is charged to the City Clerk's Office, and this contract would be for a period of one year. Current (FY12) year to date expenditures for legal advertisements total approximately \$12,000.

Recommended Action: MOVE to award the bid for legal advertisement of public notices for fiscal year 2013 to Prescott Newspapers (Daily Courier) at the rate of \$11.16/column inch for straight copy and \$9.30/column inch for camera-ready copy.

COUNCIL AGENDA MEMO – June 26, 2012
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Lauren Dean Echols, applicant for Thunder Ridge LLC, for a Series 12, <i>Restaurant</i> , license for Thunder Ridge Event Center, located at 6200 North Highway 89

Approved By:		Date:
Department Head:	Elizabeth A. Burke, City Clerk	
Finance Director:	Mark Woodfill	
Acting City Manager:	Craig McConnell <i>Craig McConnell</i>	<i>5-29-12</i>

BACKGROUND

A Liquor License Application, City No. 12-202, State No.12133527, has been received from Loren Dean Echols, applicant for Thunder Ridge LLC, for a Series 12, Restaurant, license for **Thunder Ridge Event Center** located at 6200 North Highway 89.

The public hearing will be held at the Regular Council Meeting of Tuesday, June 26, 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 Liquor License Application No.12133527, for a Series 12, <i>Restaurant</i>, license for Thunder Ridge Event Center located at 6200 North Highway 89.</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.

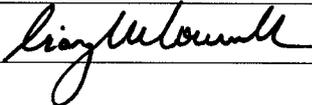
SERIES 16 -- Wine Festival/Wine Fair License (Temporary)

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 – June 26, 2012
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Timothy Wayne Richline, applicant for Bel Cibo Enterprises, LLC, for a Series 12, <i>Restaurant</i> , license for The Boulders Restaurant of Prescott, located at 1355 West Iron Springs Road

Approved By:		Date:
Department Head:	Elizabeth A. Burke, City Clerk	
Finance Director:	Mark Woodfill	
Acting City Manager:	Craig McConnell 	5-29-12

BACKGROUND

A Liquor License Application, City No. 12-201, State No.12133526, has been received from Timothy Wayne Richline, applicant for Bel Cibo Enterprises, LLC, for a Series 12, *Restaurant*, license for **The Boulders Restaurant of Prescott** located at 1355 West Iron Springs Road.

The public hearing will be held at the Regular Council Meeting of Tuesday, June 26, 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.

Recommended Action: (1) MOVE to close the Public Hearing, and (2) MOVE to approve/deny Liquor License Application No.12133526, for a Series 12, <i>Restaurant</i> , license for The Boulders Restaurant of Prescott located at 1355 West Iron Springs Road.
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II-C

COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT: Finance

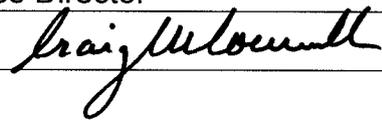
AGENDA ITEM: Annual support and licensing agreement with Tyler Technologies for MUNIS financial software

Approved By:

Date:

Department Head: Mark Woodfill, Finance Director

City Manager: Craig McConnell



6-20-12

BACKGROUND

The City uses Tyler Technologies MUNIS software for our complete financial computer system which includes the following modules: general ledger, accounting, fixed assets, budgeting, accounts payable, purchasing, accounts receivable, privilege tax, utility billing, payroll, and human resources.

The software modules and support of the software are critical to the daily operation of the City. This item includes the annual operating system, database administrative support (OSDBA) as well as application support and product updates. The annual cost of this support for Fiscal Year 2013 is \$99,418.00.

Recommended Action: **MOVE** to approve the OSDBA support and MUNIS software annual support and licensing agreement for Fiscal Year 2013 in the amount of \$99,418.00; and authorize City staff to execute all necessary documents.

COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT: Airport

AGENDA ITEM: Authorization to enter into a Joint Project Agreement with the State of Arizona ADOT Multimodal Planning Division - Aeronautics Group for an Airport Pavement Preservation Program project on Runway 12-30 at the Prescott Municipal Airport, Ernest A. Love Field

Approved By:		Date:
Department Head: Benjamin Vardiman, Airport Manager		
Finance Director: Mark Woodfill		
City Manager: Craig McConnell 		6-20-12

SUMMARY

This is a request to authorize participation with the ADOT Multimodal Planning Division Aeronautics Group to perform pavement preservation at the airport in accordance with the State’s Airport Pavement Preservation Program. The Aeronautics Group will be responsible for the design, construction, administration, management, and oversight of this project as well as 90% funding of the project preliminarily estimated in the amount of \$353,351.70 with the City providing the remaining 10% of funding estimated in the amount of \$39,261.30.

BACKGROUND

ADOT Aeronautics began the Airport Pavement Preservation Program in 2000 as a way to help community airports maintain their pavements in accordance with FAA requirements. The program consists of triennial pavement evaluations conducted by an ADOT hired consultant firm and the resultant reports for each individual airport are prepared and distributed. Each year the state then develops tentative projects based upon the ranked pavement conditions across the state as well as the program’s funding budget.

The last report was in August of 2010 and recommended approximately \$4.5 million in pavement preservation needs over the next 5 years from 2011-2015. One of the higher priority needs identified at Prescott was an overlay of Runway 12/30. This runway has not received any pavement preservation work since 1996 and is in need of attention. This project would provide crack sealing and an asphalt overlay of the runway along with repainting of the runway markings to extend the life of the pavement.

After a response indicating that the City wishes to participate in the pavement project, staff will meet with ADOT representatives to coordinate and schedule the final design work as well as preparing the Airport Intergovernmental Agreement for Council consideration and approval. A preliminary discussion with ADOT staff has indicated that the IGA and this project will be completed in FY 2013.

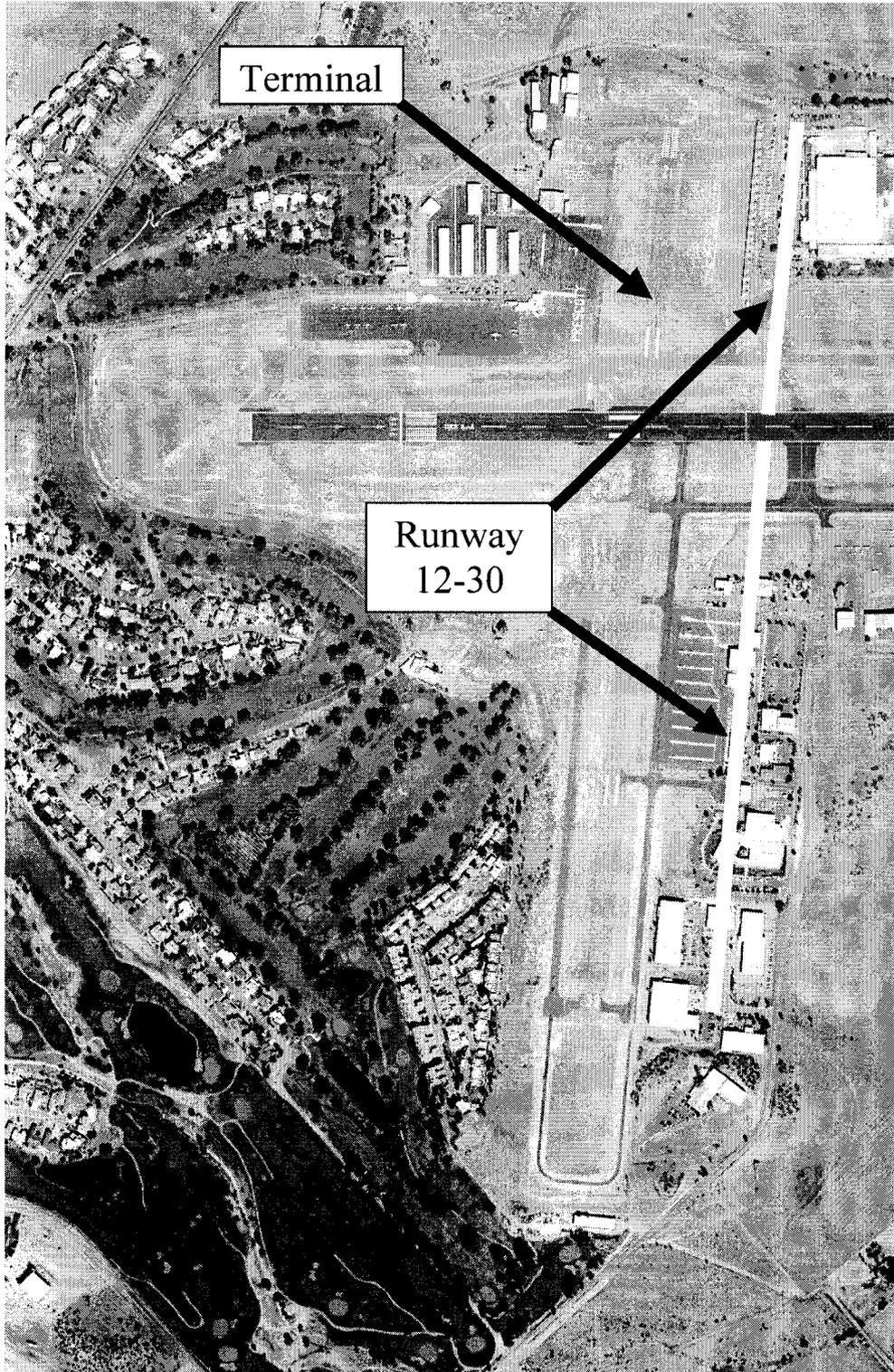
Agenda Item: Authorization to enter into a Joint Project Agreement for Runway 12-30 Airport Pavement Preservation Program project administered by ADOT Aeronautics for a project at Prescott Municipal Airport, Ernest A. Love Field

FINANCIAL

The project cost is \$392,613 and is 90% funded by the State (\$353,351.70) and is 10% funded by the City (\$39,261.30). The City's share will be collected by the State at the time the Airport IGA is approved by Council and executed with the State. This project is budgeted, funded, and will be completed in FY 2013.

Recommended Action: **MOVE** to enter into a Joint Project Agreement with the State of Arizona ADOT Multimodal Planning Division - Aeronautics Group (City Share \$39,261.30 funded in FY2013) for an Airport Pavement Preservation Program project on Runway 12-30 at the Prescott Municipal Airport, Ernest A. Love Field, and further directing City staff to execute any and all related documents necessary to convey said authorization to the State.

Agenda Item: Authorization to enter into a Joint Project Agreement for Runway 12-30 Airport Pavement Preservation Program project administered by ADOT Aeronautics for a project at Prescott Municipal Airport, Ernest A. Love Field



MPD Agreement No	JPA 12-120
AG Contract No	P0012012001584
Project No	E3S1D
Project Description	ADOT Airport Pavement Management System Program Ernest A. Love Field
Airport	

**JOINT PROJECT AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF PRESCOTT**

THIS AGREEMENT JPA 12-120 is entered into this _____ day of _____, 2012, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, herein referred to as the "STATE" and the CITY OF PRESCOTT, a political subdivision of the State of Arizona, herein referred to as the "SPONSOR". The State of Arizona, Arizona Department of Transportation and City of Prescott are collectively referred to as the "Parties", and individually as STATE, SPONSOR, and "Party".

I. RECITALS

1. The STATE is empowered by Arizona Revised Statutes Section 28-8202.D and 28-401.A to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the STATE.
2. The SPONSOR is empowered by Arizona Revised Statutes Section 28-8413 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 and has authorized the undersigned to execute this Agreement on behalf of the SPONSOR.
3. The STATE and SPONSOR desire to share in costs incident to pavement preservation at the Ernest A. Love Field, hereinafter referred to as the Project. It is contemplated that this Project will be constructed by the STATE during STATE fiscal year 2013. The Project will include Thin Asphalt Overlay/PFC (RW1230PR Sec 10). The STATE will pay all engineering, construction administration, and construction costs during the Project.
4. The estimated cost of the Project is \$392,613. The SPONSOR shall contribute 10% of the Project cost. Payment of 10% of the estimated Project Cost (\$39,261.30) is due and payable upon signing this Agreement and must be received by the STATE at its Arizona Department of Transportation, Multimodal Planning Division before Notice to Proceed for construction will be issued.

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

II. RESPONSIBILITIES

1. The STATE shall:

- a. Conduct investigations and prepare to FAA, State, or Local standards design plans, specifications and such other documents and services required for design, project coordination, construction bidding and construction.
- b. Advertise for Project bids and award one or more construction contracts for the Project, administer same, and make all payments to the contractor(s).
- c. Provide final inspection and acceptance of the Project.
- d. Subsequent to Project completion, determination of final quantities, and approval and acceptance of the Project, produce and submit to the SPONSOR a final accounting reconciliation of the Project costs. In the event that actual Project costs exceed the estimate, the STATE will invoice the SPONSOR for the remaining contribution required to equal 10% of the actual Project costs. In the event that the actual Project costs were less than the estimate, the STATE will reimburse the SPONSOR for any overpayment.
- e. Reimburse the SPONSOR for any contribution that exceeded 10% of the final Project costs within 30 days of submitting the final accounting reconciliation of the Project costs to the SPONSOR.

2. The SPONSOR shall:

- a. Remit payment of 10% of the estimated Project cost of as documented in the Recitals of this Agreement to: Arizona Department of Transportation, Multimodal Planning Division Finance and Administration, Mail Drop 310B, 206 S. 17th Avenue, Phoenix, AZ 85007. Payment is due and payable upon signature of this Agreement and must be received by the STATE at its Arizona Department of Transportation, Multimodal Planning Division before notice to proceed for construction will be issued.
- b. Provide access to the Airport to the STATE, the STATE's representative, and the contractor for the purpose of preparing design plans and specifications for the Project, constructing the Project, and administering the construction of the Project.
- c. Coordinate with the STATE and approve safety plans, security plans, phasing plans, and construction schedules prepared by the STATE.
- d. Coordinate with airport users, issue NOTAM's as required, and provide operations support during construction, as needed.
- e. Remit to the STATE at its Arizona Department of Transportation, Multimodal Planning Division, the SPONSOR's contribution to the Project, based on the estimate provided, when submitting the signed copy of this Agreement for final execution.
- f. Upon completion and acceptance of the Project by the STATE, provide maintenance of the airport pavements improved with the Project.
- g. Shall abide by and enforce the SPONSOR Assurances incorporated herein as Exhibit A.

- h. Remit to the STATE at its Arizona Department of Transportation, Multimodal Planning Division within 30 days of receiving an invoice for any additional contribution required subsequent to the post-completion Project accounting cost reconciliation.

III. MISCELLANEOUS PROVISIONS

1. This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement.
2. This Agreement shall become effective upon signature by the Parties hereto and shall remain in force and effect for a period not to exceed 90 days beyond Project completion; provided however, that this Agreement may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other Party.
3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. If the SPONSOR fails to comply with any of this Agreement, the STATE, by written notice to the SPONSOR, may suspend participation until appropriate corrective action has been taken by the SPONSOR.
5. The STATE reserves the right to terminate this Agreement in whole or in part due to failure of SPONSOR to carry out any term, promise, or condition of the Agreement. The STATE will issue a written notice to SPONSOR for failure to adequately perform, or if there is reason for the STATE to believe that the SPONSOR cannot or will not adequately perform the requirements of the Agreement. If SPONSOR does not submit a Corrective Action Plan to the satisfaction of the STATE within a ten (10) day period, then the STATE, by written notice to the SPONSOR, may terminate the Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and costs incurred prior to termination. The SPONSOR shall reimburse the State any costs incurred prior to the date of termination.
6. When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds, or when funds are not appropriated or are withdrawn for use hereunder, the STATE may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the STATE and the SPONSOR shall mutually agree upon the termination either in whole or in part.
7. No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the STATE to declare a default, to declare a failure to perform, or to take any other action on account of the violation, nor shall such violation be continued or repeated.
8. All parties shall comply with all applicable Federal, State and Local requirements including all applicable provisions of Title 14 (Aeronautics and Space Chapter I – Federal Aviation Administration, Department of Transportation) and Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.
9. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement.

10. 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 Section 12-1518.
11. This Agreement may be amended upon mutual Agreement of the Parties at any time when in the best interest of the STATE or SPONSOR.
12. Every payment obligation of the STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the STATE at any time. 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 or for any damages as a result of termination under this paragraph.
13. All, Parties shall retain all data, books, and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214, 49 CFR 18.26 and the requirements of OMB Circular A-133.
14. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the STATE shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless City of Prescott, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the STATE's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

15. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC. 12101-12213) and all applicable Federal regulations under the ACT, including 28 CFR Parts 34 and 36. SPONSOR shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, Arizona State Executive Order 2009-09, or A.R.S. 41-1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and

regulations, including the Americans With Disabilities Act. SPONSOR shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

16. To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.
17. Pursuant to Arizona Revised Statutes Sections 35-391 and 35-393, 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 Section 35-391 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.
18. Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the STATE and/or SPONSOR, without penalty or recourse.
19. 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:

For Agreement Issues:

	Arizona Department of Transportation	City of Prescott
Contract Administrator	Sally J. Palmer Contracts Administrator	Ben Vardiman Airport Manager
Mailing Address	Multimodal Planning Division Mail Drop 310B 206 S. 17 th Avenue Phoenix, AZ 85007	6546 Crystal Lane Prescott, AZ 86301
Phone	602-712-6732	9287771114
Fax	602-712-3046	
Email	spalmer@azdot.gov	ben.vardiman@prescott-az.gov

For Technical / Program Issues:

	Arizona Department of Transportation	City of Prescott
Project Manager	Holly L. Hawkins, P.E. State Airport Engineer	Ben Vardiman Airport Manager
Mailing Address	MPD – Aeronautics Group Attn: APMS Mail Drop 426M 206 S. 17 th Avenue Phoenix, AZ 85007	6546 Crystal Lane Prescott, AZ 86301
Phone	602-712-8333	9287771114
Fax	602-712-3838	
Email	hhawkins@azdot.gov	ben.vardiman@prescott-az.gov

20. Attached hereto and incorporated herein is the written determination of each Party's legal counsel 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
Arizona Department of
Transportation**

By

By

Joseph S. Omer, Director
Multimodal Planning Division

(Date)

(Date)

APPROVAL OF CITY OF PRESCOTT

I have reviewed the above referenced proposed joint partnering Agreement, between the STATE OF ARIZONA, ARIZONA DEPARTMENT OF TRANSPORTATION (STATE), and CITY OF PRESCOTT and declare this Agreement to be in proper form and within the powers and authority granted to CITY OF PRESCOTT under all applicable laws. No opinion is expressed as to the authority of the STATE to enter into this Agreement.

DATED this _____ day of _____, 2012

Attorney for City of Prescott

Page Reserved for AZ AG Determination

EXHIBIT A SPONSOR ASSURANCES

These assurances will become a part of this Agreement. The SPONSOR hereby covenants and agrees with the STATE as follows:

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of public entities authorized by the STATE to plan for the development of the area surrounding the Airport.
- 2) That it will furnish to the STATE each quarter a current listing of all aircraft based on the Airport.
- 3) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the STATE and shall constitute a part of the Agreement thus formed and shall remain in full force and effect throughout the useful life of the facilities developed under the Project, but not to exceed twenty (20) years.
- 4) That it is the owner or lessee of the property or properties on which the airport is located and that the lease guarantees that the SPONSOR has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the STATE.
- 5) To restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal Airport operations and to take appropriate action including the adoption of appropriate zoning laws.
- 6) To promote safe airport operations by clearing and protecting the approaches to the airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards.
- 7) To operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the SPONSOR shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the SPONSOR may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other Airport facilities.
- 8) To suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for Airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 9) To refrain from entering into any transaction which would deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the SPONSOR, the SPONSOR will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.
- 10) To maintain a current Airport Layout Plan (ALP) of the airport, which shows building areas and landing areas, indicating present and planned development and to furnish the STATE an updated ALP of the Airport as changes are made.

COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT: Parks & Recreation

AGENDA ITEM: Adoption of Resolution No. 4134-1244 approving an intergovernmental agreement with the Arizona Department of Environmental Quality for an ambient air monitoring site

Approved By:

Date:

Department Head: Joe Baynes, Parks and Recreation Director	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	6-20-12

Background

In 2011 the Parks and Recreation Department began discussions with the Arizona Department of Environmental Quality (ADEQ) for placement of an ambient air monitoring site within the secured parks maintenance compound at Pioneer Park. One of many sites throughout the State, the data collected would be used to track short and long-term trends in ozone pollution, assess source contributions to ozone pollution, evaluate the effectiveness of air pollution and control strategies, and monitor both the diurnal variation and chemical composition of ozone concentrations year round, as needed.

At the secured parks maintenance compound at Pioneer Park, ADEQ has proposed to install a Teledyne Ozone analyzer, meteorological tower, wind speed and direction sensor, temperature and relative humidity sensor, and data logger. ADEQ will maintain and calibrate all this equipment, with maintenance service and data collecting conducted every four weeks, during normal City work hours.

ADEQ has crafted the attached agreement and proposed that it remain in effect through June 30, 2017. ADEQ will pay an annual amount of \$600.00 to the City of Prescott for the use of utilities, air conditioner, heater and automatic thermostat, during the months of March through October, when the instruments are in operation.

Budget

Revenue and expenditures for this item will be managed through the Parks and Recreation Department budget (General Fund).

- Attachments - Resolution No. 4134-1244
- Intergovernmental Agreement

Recommended Action: MOVE to adopt Resolution No. 4134-1244.

RESOLUTION NO. 4134-1244

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 ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) FOR AN AMBIENT AIR-MONITORING SITE AT PIONEER PARK

RECITALS:

WHEREAS, in 2011 the Parks and Recreation Department and Arizona Department of Environmental Quality (ADEQ) began discussions regarding placement of an ambient air-monitoring site within the secured parks maintenance compound at Pioneer Park; and

WHEREAS, this would be one of many sites throughout the State of Arizona to characterize and quantify air pollutants; and

WHEREAS, ADEQ would maintain and calibrate all equipment installed, and maintenance service and data collecting would be conducted every four weeks, during the day and during work hours; and

WHEREAS, ARS §11-951 authorize "public agencies" such as Prescott and Arizona Department of Environmental Quality to enter into intergovernmental agreements to contract for services and facilities.

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 (Exhibit "A") between the Arizona Department of Environmental Quality and the City of Prescott Parks and Recreation Department that establishes the placement of an ADEQ's ambient air-monitoring site at the City of Prescott Parks and Recreation Department located on Commerce Road in Prescott, Arizona.

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 this 26th day of June, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney



ADEQ CONTRACT NO.: ADEQ12-018141



TERMINATION DATE: June 30, 2017

TITLE: AMBIENT AIR MONITORING SITE

AGREEMENT

Between

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

And

CITY OF PRESCOTT PARKS AND RECREATION DEPARTMENT

THIS AGREEMENT, is between the STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY [hereinafter sometimes referred to as the "Department" or "ADEQ"], located at 1110 W. Washington Street, Phoenix, Arizona 85007, established pursuant to §49-101 through §49-157, and the City of Prescott Parks and Recreation Department located at the Recreation Maintenance Yard on Commerce Road in Prescott, AZ [hereinafter sometimes referred to as the "Contractor" City of Prescott Parks and Recreation Department"]. The specific party for ADEQ is the Air Quality Division.

The Purpose of this Agreement is for support of ADEQ's ambient air-monitoring site at the City of Prescott Parks and Recreation Department located on Commerce Road in Prescott, AZ.

This document, including Agreement Terms, Program Overview, Scope of Work and Modifications approved in accordance herewith, shall constitute the entire Contract between the parties and supersede all other understandings, oral or written.

IN WITNESS WHEREOF, of the parties hereto agree to carry out the terms of this Agreement.

CITY OF PRESCOTT PARKS AND RECREATION	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
<p>_____ SIGNATURE OF AUTHORIZED INDIVIDUAL</p>	<p>_____ SIGNATURE OF AUTHORIZED INDIVIDUAL</p>
<p>TYPED NAME:</p>	<p>TYPED NAME: Eric C. Massey</p>
<p>TITLE:</p>	<p>TITLE: Director, Air Quality Division</p>
<p>DATE:</p>	<p>DATE:</p>

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PROGRAM OVERVIEW

Description:

Arizona Department of Environmental Quality (ADEQ) currently maintains a network of ambient air monitors throughout the State of Arizona to characterize and quantify air pollutants. There are currently, established federal standards for acceptable levels of National Ambient Air Quality Standards (NAAQS). These monitoring data are needed to provide policymakers and the public with information, track short and long-term trends, assess source contributions and better evaluate the effectiveness of air pollution control strategies and monitor both the diurnal variation and chemical composition of pollutant concentrations year round.

ADEQ Air Monitoring Unit will calibrate, maintain, and operate their equipment. ADEQ Air Monitoring Unit will also process, and report to ADEQ Air Data Management/Quality Assurance and finally the EPA, various related data; these include sampler operations and quality control information; and field quality control data from the ambient air monitoring analyzer and meteorological instruments.

Program Objectives:

The objectives of this program are to monitor the ozone concentration in the Prescott area, and to regularly report ozone concentrations to EPA and the public. The ozone network is designed to facilitate accomplishment of the following objectives:

1. Provide information to elected officials and the general public regarding ozone pollution;
2. Track short-term and long-term trends;
3. Assess source contributions to ozone pollution;
4. Evaluate the effectiveness of air pollution control strategies;
5. Monitor both the diurnal variation and chemical composition of ozone concentrations year-round, as needed.

Placement of Monitors:

Monitor locations are chosen based on numerous considerations including the population, potential exposure of sensitive communities, terrain/drainage areas, any past smoke issues, and various monitor sitting and maintenance concerns. The locations of the monitors in the network are temporary and monitors may be moved or their use discontinued in the future as conditions warrant.

SCOPE OF WORK

1. The purpose of this Agreement is to support the operation of long-term Ozone monitoring, routinely measuring the components of Ozone concentrations in the Prescott area, as described in Sections 2 through 3, following.
2. Monitoring Network Operations: ADEQ shall operate monitoring sites listed below.
- 2.1 Network Configuration: All locations listed are in the Sedona area. All equipment is ADEQ property.

Site Name	Location	Equipment
City of Prescott Parks and Recreation Maintenance Yard	City of Prescott Parks and Recreation Maintenance Yard Commerce Drive Prescott, AZ 86303	Teledyne Ozone analyzer Meteorological Tower Wind Speed/Wind Direction Sensor Temperature/Relative Humidity Sensor Data logger

3. Sampling schedule:

ADEQ will maintain and calibrate all equipment installed. Maintenance service and data collecting of Ozone concentrations, relative humidity, and temperature shall be conducted every 4 weeks. These maintenance trips will be conducted during the day, during working hours. Additional maintenance may be taken in case of equipment malfunctions.

AGREEMENT TERMS

1. Definitions:

The City of Prescott Parks and Recreation agrees to give permission for ADEQ to set up an ambient air monitoring station at their facility yard, located on Commerce Road in Prescott, AZ just NW of the baseball diamond complex. Monitoring instrumentation would be maintained inside the main building in one of their small rooms where e-mails are read. The met tower would be located on the premises.

2. Effective Date:

This Agreement shall become effective on the date signed by the Air Quality Division Director of ADEQ or their designee.

3. Agreement Term:

This Agreement will remain in effect through June 30, 2017. The Agreement may be renegotiated for additional periods, by formal Agreement amendment, subject to the requirements and/or limitations by Federal or State regulations.

4. Amendment:

Any change in the Agreement including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the contractor and the Procurement Office of the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an 'Amendment', and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the Agreement.

5. Cancellation of State Agreements:

Both parties may cancel this Agreement, without penalty of further obligation, pursuant to A.R.S. §38-511.

6. Termination:

6.1 ADEQ or the Contractor may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the Contractor or ADEQ, as appropriate. The notice shall specify the effective date of termination. In the event this Agreement is terminated, with or without cause, the equipment, instruments, housing, supplies, and other materials will be removed and returned to ADEQ.

6.2 If the Agreement is terminated, the Contractor shall be paid for all allowable costs incurred prior to the date of termination, subject to audit verification by ADEQ or its duly authorized representative.

7. Amount of Agreement:

ADEQ will provide an annual rate of \$600.00 to the City of Prescott Parks and Recreation for expenses incurred for the use of their utilities, air conditioner, heater, and automatic thermostat, during the months of March through October, when the instruments are in operation.

8. Applicable Law:

In accordance with A.R.S. §41-2501 and AAC R2-7-101, et seq, Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement code.

9. Assignment:

Neither party may assign any rights hereunder without the express, written, prior consent of the other Party.

10. Audit of Records:

In accordance with to A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

11. Scrutinized Business:

In accordance with A.R.S. §35-391 and A.R.S §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

12. Arbitration:

In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

13. E-Verify:

In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. §23-214, Subsection A.

14. Non-Discrimination

In accordance with A.R.S. §41-1461, contractor shall provide equal employment opportunities for all person, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

15. Inclusive Offeror:

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of Administrative or Billing needs. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

16. Certification of Small Business and Disadvantaged Business Enterprises:

It is highly recommended that small businesses and DBEs get certified as such. EPA reporting, requirements have changed and it is in the best interests of such businesses to become certified as soon as possible, certification is typically free. Several certifying agencies are as follows: City of Phoenix, City of Tucson, Small Business Association (SBA), Arizona Department of Transportation (ADOT) and Environmental Protection Agency (EPA).

17. Federal Immigration and Nationality Act:

By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

18. Offshore Performance of Work Prohibited:

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

19. Lobbying:

Contractor shall not engage in lobbying activities, as defined in 40 CRF pt. 34 and A.R.S. §41-1231 et. seq., using monies awarded under this contract. Upon award of an Agreement, contractor shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to ensure that monies awarded under a contract shall not be used for lobbying. All proposed subcontractors shall be subject to the same lobbying provisions stated above. Contractor must include anti-lobbying provisions in all contracts with subcontractors.

20. Conflict of Interest:

In accordance to A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

21. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, but not limited to, A.R.S. §12-1518.

22. Indemnification and Insurance:

Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, cost, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officer, officials, agents, employees, or volunteers.

23. Non-Availability of Funds:

In accordance with A.R.S. §35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

24. Notices, Correspondence, Reports and Invoices:

24.1 Notices, correspondence, and invoices from City of Prescott Parks and Recreation shall be sent to:

Theresa Rigney -- Program Manager
Air Quality Division
Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
(602) 771-2274

24.2 Notices, correspondence, reports, and payments from the Arizona Department of Environmental Quality to the City of Prescott Parks and Recreation shall be sent to:

Joe Baynes – City of Prescott Parks and Recreation Department Head
City of Prescott Parks and Recreation Department
824 E. Gurley Street
Prescott, AZ 86301
(928) 777-1599

24.3 All clarifications, Amendments and Execution of this Contract contact:

Attn: Stephen Castillo, Procurement Specialist
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007
Office: (602) 771-4776
Fax: (602) 771-4439
castillo.stephen@azdeq.gov

24.4 The naming of a successor to either of the above individuals shall not require the re-execution of or an amendment to this Agreement.

25. Ownership of Information:

Title to all documents, reports and other materials prepared by ADEQ in performance of this Agreement shall rest in ADEQ. The ADEQ shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement.

26. Payment:

ADEQ shall provide a Purchase Order to the City of Prescott Parks and Recreation for the full amount of the annual agreed upon amount for reimbursement of utilities.

26.1 Invoice for payment must contain the Purchase Order number issued by ADEQ to insure prompt payment.

27. Personnel:

Unless otherwise specified, all services required hereunder shall be performed by ADEQ, Air Monitoring Unit Staff or under their supervision. It is further agreed that ADEQ warrants that it is fully qualified and authorized under state and local law to perform the services contemplated under this Agreement.

28. Severability:

The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

29. Equipment:

All equipment provided for this long-term ambient air monitoring study and associated data reduction purposes shall remain the property of ADEQ. Preventative and normal operational maintenance (as per the operation and proper care warranty information provided by the manufacturer) for this equipment shall be the responsibility of ADEQ. ADEQ shall maintain preventative and normal maintenance records.

30. Ownership and Disposition of Project Equipment:

30.1 All ambient air monitoring, meteorological or support equipment used remain ADEQ property.

30.2 All equipment lost, stolen, rendered unusable or no longer required for program operation must be reported immediately to ADEQ.

30.3 ADEQ-Air Monitoring Unit Staff shall maintain an inventory of all ADEQ equipment maintained at this site.

COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT: Police

AGENDA ITEM: Adoption of Resolution No. 4138-1248 allowing acceptance of \$35,000 from FY2013 Highway Safety Plan Grant Funds provided by the Governor’s Office of Highway Safety

Approved By:

Date:

Department Head: Michael Kabbel, Chief of Police	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	6-20-12

Item Summary

The Prescott Police Department requests approval of a resolution to accept \$35,000 in total grant funding provided by the Governor’s Office of Highway Safety. Awarded funds will be used to further our Department’s ongoing DUI enforcement efforts and conduct selective speed/aggressive driver enforcement details.

Background

In March 2012 Council approved submission of two applications to the Governor’s Office of Highway Safety seeking grant funds through the FY2013 Highway Safety Plan. Approved applications sought funding in the categories of DUI and Speed/Aggressive Driver Enforcement.

On June 1 we received notification that two grant awards totaling \$35,000 had been awarded to our Department, pending formal acceptance. Specific grant awards are detailed below:

- \$25,000 - DUI Enforcement: Will be used to offset overtime expenditures and other employee related expenses necessary to enhance citywide DUI enforcement through specialized enforcement efforts and public education.
- \$10,000 - Speed/Selective Traffic Enforcement: Will be used to offset overtime expenditures and other employee related expenses necessary to conduct increased traffic enforcement details and public education regarding speed and aggressive driving.

Budget

There are no requirements for local matching funds associated with these grant awards. Consequently, there will be no fiscal impact to the City.

Recommended Action: MOVE to adopt Resolution No. 4138-1248.

RESOLUTION NO. 4138-1248

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ALLOWING ACCEPTANCE OF A GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY IN THE AMOUNT OF \$35,000 TO FURTHER THE POLICE DEPARTMENT'S ONGOING DUI ENFORCEMENT EFFORTS AND CONDUCT SELECTIVE SPEED/AGGRESSIVE DRIVER ENFORCEMENT DETAILS, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, in March 2012 the Council approved submission of two applications to the Governor's Office of Highway Safety seeing grant funds through the FY2013 Highway Safety Plan; and

WHEREAS, on June 1, 2012, the Police Department received notification that two grant awards totaling \$35,000 had been awarded the Department.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby authorizes the acceptance of grant funding from the Governor's Office of Highway Safety totaling \$35,000; and

Section 2. THAT the Mayor and staff are hereby authorized to execute any and all documents to effectuate the foregoing and all previous documents executed by them as necessary to accept the grant funding.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 26th day of June, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT: Fire

AGENDA ITEM: Adoption of Ordinance No. 4833-1233 amending the Prescott City Code by repealing Chapter 4-8, *Amusement Rides and Devices*

Approved By:

Date:

Department Head: Dan Fraijo, Fire Chief	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	6-20-12

Summary

This is a fire department request to repeal Chapter 4-8, *Amusement Rides and Devices*, from the City Code. Inspections and certifications of amusement rides are performed by the State of Arizona, as required by ARS §44-1799.64, supplanting the need for stringent permitting and inspections by the City of Prescott.

Background

The City previously-hosted Yavapai County Fair, which included amusement rides. City Code Chapter 4-8 was adopted as Ordinance No. 3987 in 2000, requiring certification and continued education for personnel to be qualified as ride inspectors.

Per ARS §44-1799.64, on request, the owner or operator of an amusement ride shall provide the permit, inspection certificate, insurance certificate and other records to a municipal or county peace officer or enforcement official. A copy of the documents may be provided instead of originals. The above documentation will provide proof by the owner or operator that amusement rides meet ARS §44-1799.64 and inspection standards per industry norms.

Financial Impact

This will provide reduction in training requirements and out of state travel for required certification and continued education of amusement ride inspectors (\$1000-1500 annually).

- Attachments: - Ordinance No. 4833-1233
 - City Code Chapter 4-8: Amusement Rides and Devices
 - ARS 44-1799.64. Enforcement

Recommended Action: MOVE to adopt Ordinance No. 4833-1233.

ORDINANCE NO. 4833-1233

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE PRESCOTT CITY CODE BY REPEALING CHAPTER 4-8, *AMUSEMENT RIDES AND DEVICES*, THEREOF

RECITALS:

WHEREAS, per ARS §44-1799.64, amusement ride owners and operators shall provide the permit, inspection certificate, insurance certificate and other records to a municipal or county peace officer or enforcement official.

ENACTMENTS:

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

SECTION 1. THAT, the Prescott City Code is hereby amended by repealing Section 4-8, *Amusement Rides and Devices*, thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 26th day of June, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

CHAPTER 4-8: AMUSEMENT RIDES AND DEVICES

SECTIONS:

- 4-8-1: APPLICABILITY:
- 4-8-2: ADOPTION OF PUBLIC RECORDS:
- 4-8-3: DEFINITIONS:
- 4-8-4: COMPLIANCE WITH CODES AND STANDARDS:
- 4-8-5: INSPECTION RESPONSIBILITIES OF OWNERS AND/OR OPERATORS:
- 4-8-6: INSPECTION AUTHORIZATION:
- 4-8-7: CARNIVAL PERMITS:
- 4-8-8: PERMIT TO OPERATE:
- 4-8-9: PENALTY:
- 4-8-10: SPECIAL REGULATIONS FOR RENTED INFLATABLE AMUSEMENT DEVICES:

4-8-1: APPLICABILITY:

This chapter establishes minimum inspection standards and permit requirements, related to the operation and inspection of carnivals and associated amusement rides and devices. It is intended to enhance patron safety and provide enforcement capability. (Ord. 3987, 5-16-2000)

4-8-2: ADOPTION OF PUBLIC RECORDS:

- (A) That certain document identified as ASTM standard F 747-97, entitled "Standard Terminology Relating to Amusement Rides and Devices", as declared to be a public record by city resolution 3257, is hereby adopted and made part of this chapter, the same as though said record were specifically set forth herein, with the following amendments:
 - 1. "Ride inspector" means an individual designated by the City, who has been trained in carnival ride inspection techniques.
 - 2. "Permit to operate" means a decal issued to each individual inspected ride, following an inspection by a ride inspector, which established compliance with this Chapter.
 - 3. "Carnival permit" means a permit issued by the City to conduct a carnival or other activity offering amusement rides and/or devices to the general public, which takes place within the City limits.
- (B) That certain document identified as ASTM standard F 770-93, entitled "Operation Procedures for Amusement Rides and Devices", as declared

to be a public record by city resolution 3258, is hereby adopted and made part of this chapter, the same as though said record were specifically set forth herein.

(C) That certain document identified as ASTM standard F 853-98, entitled "Maintenance Procedures for Amusement Rides and Devices", as declared to be a public record by city resolution 3259, is hereby adopted and made part of this chapter, the same as though said record were specifically set forth herein, with the following amendments:

1. Sections 2 through 4 and paragraph 5.2 shall be deleted.
2. Subsection 5.1.3 shall be changed to read as follows: "Procured or produced using specifications derived from sufficient analysis to ensure parts of equivalent functions and quality, to those provided by the original manufacturer".
3. Section 6.1 entitled "Owner/Operator's Responsibility" is hereby amended by deleting the reference to section 3.1.
4. Section 6 entitled "Owner/Operator's Responsibility" is amended by the addition of new subsections 6.3.9, 6.3.10, 6.3.11, 6.3.12 and 6.3.13, and new paragraphs 6.5, 6.6, and 6.7, to read as follows:

6.3.9 All passenger safety restraints and devices shall be in good working order and in accordance with manufacturer's specifications. All passenger compartment components shall be properly aligned, and shall not be bent, distorted, cut, omitted, or otherwise deformed.

6.3.10 All passenger compartments shall be free of sharp edges, including, but not limited to, screws, bolts, or other protrusions, which because of their location, may cause injury. Interior parts upon or against which a passenger may be forcibly thrown by the action of the amusement ride shall be adequately padded.

6.3.11 All fastening devices, such as, but not limited to, bolts, screws, nuts, keys, pins, and washers, shall be properly installed where required, and be equal to, or exceeding manufacturer's specifications.

6.3.12 The area beneath and around an amusement ride that is less than seven feet from the ground or other surface, must be fenced or barricaded in a manner that prevents unauthorized persons from entering the area.

6.3.13 All sweeps and tubs shall be individually numbered.

6.5 It shall be the responsibility of the amusement ride or device owner to obtain all safety or maintenance bulletins for each ride, and strictly adhere to the manufacturer's requirements. The amusement ride or device owner shall advise the ride maintenance supervisor and the designated ride operator of safety bulletins which require monitoring of a specific portion of a ride, and incorporate such monitoring into a regular checklist.

6.6 It shall be the responsibility of the amusement ride or device owner, or on-site representative of the owner, to be able to provide documentation, if necessary, to verify that rides manufactured outside of the United States were built according to commonly accepted engineering practices.

(Ord. 3987, 5-16-2000)

6.7 Welding of all main structural and passenger compartment components shall be done in accordance with the manufacturer's specifications, if applicable, or in accordance with the American Welding Society Standard D1.1, and by welders certified in accordance with the American Welding Society. The Ride Inspector may require that the welding process be inspected and accepted in writing by a certified welding inspector, at the cost of the owner/operator of the amusement ride or device, according to the requirements of the American Welding Society Welding Inspection Manual and AWS B1.11. Inspection by radiographic or ultrasonic methods may be required by the certified welding inspector.

(D) That certain document identified as ASTM standard F 1305-94, entitled "Classification of Amusement Ride and Device Related Injuries and Illnesses", as declared to be a public record by city resolution 3260, is hereby adopted and made part of this chapter, the same as though said record were specifically set forth herein, with the following amendments: (Ord. 4135, 8-14-2001)

1. Section 6 shall be deleted and a new section 6 entitled "Notification" shall be added, to read as follows:

6.1 The owner/operator of an amusement ride or device shall notify the appropriate manufacturer(s) of an incident that

results in a serious injury as defined in 2.1.4 within seven days of the occurrence of the incident.

6.2 The owner/operator of an amusement ride or device shall notify the Prescott Fire Department of all injuries occurring within the City limits, including but not limited to those listed in 2.1.2. For minor injuries such as described in 2.1.3 where emergency medical assistance is not required, non-emergency notification shall be made to the Department, and recorded information as described in 4.3 shall be made available to inspectors if requested. For serious injuries such as described in 2.1.4, and those injuries described in 2.1.3 where emergency medical assistance is required, after a request for emergency medical assistance has been made, non-emergency notification shall be made to the Prescott Fire Department without delay, and recorded information such as described in 4.3 shall be made available to inspectors.

6.3 In the case of a serious injury such as described in 2.1.4, the scene of the accident shall be secured and not disturbed to any greater extent than is necessary to prevent additional injuries and to remove the victim(s). The ride shall not be operated, repaired, or in any way tampered with until an investigation is completed by the Prescott Fire and/or Prescott Police Department investigators.

(Ord. 3987, 5-16-2000)

4-8-3: DEFINITIONS:

Those definitions as set forth in subsection 4-8-2(A) of this chapter shall be used in the enforcement of this chapter. (Ord. 3987, 5-16-2000)

4-8-4: COMPLIANCE WITH CODES AND STANDARDS:

- (A) The owner or operator of an amusement ride or device shall comply with ASTM standard F 853-98, as adopted pursuant to subsection 4-8-2(C) of this chapter.
- (B) The manufacturer, owner or operator of an amusement ride or device shall comply with ASTM standard F 770-93, as adopted pursuant to subsection 4-8-2(B) of this chapter.
- (C) The owner or operator of an amusement ride or device shall comply with article 525 of the national electrical code, 1996, as adopted in title III, chapter 7 of this code. (Ord. 3987, 5-16-2000)

- (D) The owner or operator of an amusement ride or device shall comply with section 2504 of the uniform fire code, as adopted in title VI, chapter 1 of this code. (Ord. 4135, 8-14-2001)
- (E) The owner or operator of an amusement ride or device shall comply with ASTM standard F 1305-94, as adopted pursuant to subsection 4-8-2(D) of this chapter. (Ord. 3987, 5-16-2000)

4-8-5: INSPECTION RESPONSIBILITIES OF OWNERS AND/OR OPERATORS:

- (A) Owners and/or operators of amusement rides or devices shall conduct inspections consistent with the procedures outlined in ASTM F 853 and ASTM F 770.
- (B) A ride file for each ride shall be maintained in accordance with the procedures outlined in ASTM F 770 and ASTM F 853. The file shall contain an operating fact sheet, maintenance logs, training records, daily inspection reports, and any other information deemed appropriate by the owner.
- (C) The owner and/or operator of an amusement ride or device shall promptly notify the manufacturer of an incident, failure, or malfunction which, in his judgment, seriously affects the continued proper operation of the ride or device, and is information of which the manufacturer should be aware. (Ord. 3987, 5-16-2000)

4-8-6: INSPECTION AUTHORIZATION:

- (A) Upon proper identification, authorized ride inspectors may enter unannounced, and in a reasonable manner, inspect the amusement rides and premises at any time. They shall have the right to question any owner, manager, operator or agent of the owner; to inspect all pertinent places and devices, examine and reproduce ride maintenance and inspection records, and proof of insurance certificates.
- (B) If a ride inspector determines that an amusement ride needs repair or other correction to comply with applicable codes, manufacturer's requirements, bulletins, or this chapter, the ride may, at the inspector's discretion, be closed to the public until the repairs are complete.
- (C) If a ride's owner, or on-site representative of the owner, refuses to bring a ride into compliance following an inspection by a ride inspector, the ride inspector at his/her discretion, may revoke the operating permit for that ride.

- (D) If a carnival's owner, or on-site representative of the owner, or operator, refuses to cooperate with the ride inspectors, either with their inspection duties, or in compliance with repair requests, the inspector at his/her discretion, may revoke the carnival permit. (Ord. 3987, 5-16-2000)

4-8-7: CARNIVAL PERMITS:

- (A) Carnival owners and/or operators wishing to operate within the city limits shall apply for a carnival permit from the city of Prescott. The city may establish fees and carnival permit requirements. (Ord. 4135, 8-14-2001)
- (B) Within sixty (60) days prior to the proposed dates of the event (or as soon as the request was made), a packet will be mailed to the owner or applicant outlining the permitting process, applicable codes, chapters, and other requirements.
- (C) At least thirty (30) days prior to a scheduled event, carnival owners, applicants or operators shall be required to provide evidence of proof of insurance and a list of all rides. Insurance shall consist of a policy with a minimum of one million dollars (\$1,000,000.00) in liability coverage, per occurrence, and shall name the city as additional insured. (Ord. 3987, 5-16-2000)

4-8-8: PERMIT TO OPERATE:

- (A) Each amusement ride or device shall be inspected by the city to determine compliance with this chapter.
- (B) If following an inspection, a ride is found to be in compliance with this chapter, a permit to operate shall be issued for that ride, and shall be affixed to the ride and contain the following information:
 - 1. Name of the owner of the ride.
 - 2. Name of the manufacturer.
 - 3. Ride name.
 - 4. Serial number of the ride.
 - 5. Year of manufacture.
 - 6. Permit number.
 - 7. Date of permit issuance.
 - 8. Date of permit expiration.
 - 9. Issuing person's initials.
- (C) Each permit to operate is subject to continuing compliance with this chapter. (Ord. 3987, 5-16-2000)

4-8-9: PENALTY:

Any person who is convicted for a violation of any provision of this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in section 1-3-1 of this code. (Ord. 3987, 5-16-2000)

4-8-10: SPECIAL REGULATIONS FOR RENTED INFLATABLE AMUSEMENT DEVICES:

Notwithstanding the provisions as set forth in sections 4-8-7 and 4-8-8 of this chapter, the following provisions and regulations will govern air-supported structures, also commonly referred to as inflatable amusement devices, which are rented to the general public:

- (A) This section pertains to an individual or group which rents a single inflatable amusement device for a limited specific duration.
- (B) No later than twenty four (24) hours prior to the renting, delivering or setting up of an inflatable amusement device, and as a condition of said rental, delivery or setting up, the rental company shall have the person or group renting the device fill out and sign an application for an inflatable amusement device single use operating permit, as prescribed by the Prescott fire department. All information on the application must be completed prior to renting any such device. Upon completing the permit application, and at least twenty four (24) hours prior to the rental thereof, the rental company must notify the Prescott fire department of said application and provide all pertinent information contained therein.
- (C) The provisions of subsections 4-8-5(B), 4-8-7(B) and (C), and 4-8-8(A) and (B) of this chapter shall be inapplicable to rented inflatable amusement devices. (Ord. 4135, 8-14-2001)

II-H

COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT: Public Works

AGENDA ITEM: Award of a three-year contract to Metering Services, Inc., to provide meter calibration services for water meters (3-inch and larger) in an amount not to exceed \$70,000.00

Approved By:

Date:

Department Head: Mark Nietupski, Public Works Director	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	6-20-12

Item Summary

This item is for an award of a three-year contract with Metering Services Inc. to calibrate and repair 3-inch and larger water meters. The contract has a provision for a price adjustment after the first and second years. The maximum adjustment will be no greater than 3% per year, based on the preceding twelve (12) month Consumer Price Index (CPI).

Background

The City's commercial meters, 3-inch and larger, have been calibrated annually by a third party vendor. Continuance of the meter calibration and repair program will insure that the City's commercial customers are being accurately billed for their water consumption.

Bid Results

On April 29 and May 6 a solicitation for bids was published and bids were received on May 24 from: 1) Metering Services, Inc., 2) USI Services and 3) ME Simpson. Listed below are the three companies which submitted bids along with the cost from each for the meter calibration and repair services:

<u>Bidder</u>	<u>Location</u>	<u>Meter Calibration and Repair Costs</u>
Metering Services, Inc.	Tempe, AZ	\$20,030.00
USI Services	Bourne, MA	\$53,150.00
ME Simpson	Valparaiso, IN	\$54,975.00

The contract has been previously awarded to Metering Services, Inc., and the City has worked with this specific company for 25+ years. In previous contracts Metering Service, Inc., has performed within the terms/conditions and has satisfactorily accomplished the requirements of the contacts

Agenda Item: Award of a three-year contract to Metering Services, Inc., to provide meter calibration services for water meters (3-inch and larger) in an amount not to exceed \$70,000.00

Award Amount

The bid amounts represent a one-year estimated cost based on historic average of meters needing calibration and repair. The City has the ability to provide some parts and materials for repair to control costs but the contractor may also be required to supply their own parts and materials. The award is an estimated not to exceed amount reflecting: 1) parts and materials, 2) the base bid for three-years, and 3) an escalation of 3% to cover potential CPI adjustments throughout the three year term.

Budget

Funding has been identified in the proposed FY 13 Water Fund budget and will be included in the FY 14 and FY 15 budgets. Expenditures will be made in Fiscal Years 2013, 2014 and 2015, pending approval of subsequent annual operating budgets.

Attachments - Bid Tabulation

Recommended Action: MOVE to award a three-year contract for meter calibration and repair services to Metering Services, Inc., in an amount not to exceed \$70,000.00 according to the unit prices in the bid.

Water Meter Testing Repair Services

WATER METER TESTING AND REPAIR SERVICES									
	Meter Services		USI Services		ME Simpson				
	Quantity	Cost	Total	Cost	Total	Cost	Total		
Meter Testing Cost in Fiscal Year 2013:									
3" Meter Testing Cost	100	\$ 110.00	\$ 11,000.00	\$ 275.00	\$ 27,500.00	\$ 275.00	\$ 27,500.00		
4" Meter Testing Cost	30	\$ 115.00	\$ 3,450.00	\$ 275.00	\$ 8,250.00	\$ 275.00	\$ 8,250.00		
6" Meter Testing Cost	15	\$ 125.00	\$ 1,875.00	\$ 275.00	\$ 4,125.00	\$ 275.00	\$ 4,125.00		
8" Meter Testing Cost	3	\$ 125.00	\$ 375.00	\$ 475.00	\$ 1,425.00	\$ 275.00	\$ 825.00		
Meter Repair Cost in Fiscal Year 2013	Quantity	Cost	Total	Cost	Total	Cost	Total		
3" Meter Repair Cost	20	\$ 90.00	\$ 1,800.00	\$ 250.00	\$ 5,000.00	\$ 375.00	\$ 7,500.00		
4" Meter Repair Cost	10	\$ 90.00	\$ 900.00	\$ 350.00	\$ 3,500.00	\$ 375.00	\$ 3,750.00		
6" Meter Repair Cost	5	\$ 90.00	\$ 450.00	\$ 450.00	\$ 2,250.00	\$ 375.00	\$ 1,875.00		
8" Meter Repair Cost	2	\$ 90.00	\$ 180.00	\$ 550.00	\$ 1,100.00	\$ 575.00	\$ 1,150.00		
Total Price For Meter Testing & Repair Services for Fiscal Year 2013			\$ 20,030.00		\$ 53,150.00		\$ 54,975.00		

COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT: Public Works

AGENDA ITEM: Award of individual two-year contracts to three separate vendors to provide waterworks parts and materials not to exceed the following amounts: Dana Kepner Co., Inc., \$162,000.00; Ferguson Waterworks \$86,000.00; and Peoria Winnelson \$33,000.00

Approved By:

Date:

Department Head:	Mark Nietupski, Public Works Director	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell <i>Craig McConnell</i>	6-20-12

Item Summary

This item is to award contracts to three separate vendors to supply water works materials and parts for maintenance of the City's water distribution system. The term of these contracts will be for two (2) years, with a provision for a price adjustment after the first year. The maximum adjustment will be no greater than 3% based on the preceding twelve (12) month Consumer Price Index (CPI). Since approximately 250 unique items were included in the bid documents, it was anticipated that one vendor would not submit pricing for all items; therefore, acceptance of multiple contracts was included in the bid documents to insure competitive pricing on all items.

Background

The City's water distribution system requires wide-ranging waterworks materials and parts on an ongoing basis. In the past individual quotes were obtained as-needed for pricing of materials and parts; however, this approach proved to be time consuming for ordering and difficult to track departmental expenses. A more efficient procurement method was initiated in May 2011 and has proven to be successful.

Bid Results

On April 29 and May 6 a solicitation for bids was published and bids were received on May 24th from 1) Dana Kepner, 2) Ferguson Waterworks, 3) Peoria Winnelson and 4) Arizona Water Works. Each of the four bidders was low on various parts and materials, as highlighted in the attached bid schedule.

Arizona Water Works submitted two bids, the first of which did not meet the bid specifications pertaining to NSF/ANSI Standard 61 which requires compliance with the lead free brass legislation. Arizona Water Works' second bid was excluded from consideration of a contract since the low bid items were valued below the threshold for City Council approval.

Agenda Item: Award of individual two-year contracts to three separate vendors to provide waterworks parts and materials not to exceed the following amounts: Dana Kepner Co., Inc., \$162,000.00; Ferguson Waterworks \$86,000.00; and Peoria Winnelson \$33,000.00

Bids from all other respondents include advantageous pricing on the various parts and materials and therefore staff is recommending to award contracts to these bidders. The individual bid item unit prices were evaluated with historical departmental requirements to determine the respective award amounts.

Budget

Funding has been identified in the proposed FY 13 Water Fund budget, and will be included in the FY 2014 budget as well for waterworks parts and. Expenditures will be made in Fiscal Years 2013 and 2014, pending approval of subsequent annual operating budgets.

Attachments - Bid Tabulation

Recommended Action: **MOVE** to award two-year unit price contracts for waterworks parts and materials not to exceed the following amounts to: Dana Kepner Co., Inc., \$162,000.00; Ferguson Waterworks \$86,000.00; and Peoria Winnelson \$33,000.00.

Water Works Supplies

Item No.	Description	AZ Water Works (Leaded)		AZ Water Works (Lead Free)		Dana Kepner		Ferguson Waterworks		Peoria Winnelison	
		Unit	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Adaptor Meter 3/4"x1", No. A24	EA	\$ 7.15	\$ 9.55	\$ 8.81	\$	\$ 8.85	\$	No Bid	No Bid	No Bid
2	Bend 90 Brass 1"	EA	No Bid	No Bid	\$ 5.73	\$	\$ 5.98	\$	\$ 4.11	\$	\$ 4.11
3	Bend 45 MJ 6" CI	EA	\$ 53.00	\$ 53.00	\$ 41.50	\$	\$ 47.09	\$	\$ 43.31	\$	\$ 43.31
4	Bend 90 MJ 6" CI	EA	\$ 65.00	\$ 65.00	\$ 51.00	\$	\$ 57.88	\$	\$ 53.22	\$	\$ 53.22
5	Bend 45 MJ 8" CI	EA	\$ 77.50	\$ 77.50	\$ 60.50	\$	\$ 68.66	\$	\$ 63.14	\$	\$ 63.14
6	Bend 90 MJ 8" CI	EA	\$ 95.00	\$ 95.00	\$ 75.00	\$	\$ 85.12	\$	\$ 73.37	\$	\$ 73.37
7	Box Meter #2 - Concrete	EA	\$ 29.00	\$ 29.00	\$ 27.79	\$	\$ 26.17	\$	\$ 25.34	\$	\$ 25.34
8	Box Meter #2 - Concrete Extension	EA	\$ 29.00	\$ 29.00	\$ 27.79	\$	\$ 26.17	\$	\$ 25.34	\$	\$ 25.34
9	Box Lid #2 - Scott Lid	EA	\$ 46.00	\$ 46.00	\$ 43.35	\$	\$ 41.27	\$	\$ 40.40	\$	\$ 40.40
10	Box Top Concrete #4	EA	\$ 46.00	\$ 46.00	\$ 38.67	\$	\$ 37.87	\$	\$ 38.99	\$	\$ 38.99
11	Box Extension Concrete #4	EA	\$ 46.00	\$ 46.00	\$ 38.67	\$	\$ 37.87	\$	\$ 38.99	\$	\$ 38.99
12	Box Lid #4 - Scott Lid	EA	\$ 82.00	\$ 82.00	\$ 77.99	\$	\$ 78.06	\$	\$ 73.95	\$	\$ 73.95
13	Bushing 1" X 3/4" - Brass	EA	No Bid	No Bid	\$ 3.00	\$	\$ 3.15	\$	\$ 2.44	\$	\$ 2.44
14	Bushing 2" X 3/4" - Brass	EA	No Bid	No Bid	\$ 11.66	\$	\$ 12.27	\$	\$ 9.50	\$	\$ 9.50
15	Cap 3/4" - Brass	EA	No Bid	No Bid	\$ 2.39	\$	\$ 2.54	\$	\$ 1.73	\$	\$ 1.73
16	Cap 1" - Brass	EA	No Bid	No Bid	\$ 3.75	\$	\$ 3.96	\$	\$ 2.69	\$	\$ 2.69
17	Cap Debris - D-457	EA	\$ 55.00	\$ 55.00	\$ 53.41	\$	\$ 61.77	\$	\$ 49.44	\$	\$ 49.44
18	Cap SDR-35 PVC 6"	EA	\$ 7.50	\$ 7.50	\$ 4.48	\$	\$ 7.48	\$	\$ 6.56	\$	\$ 6.56
19	Clamp Bell Leak 4", Ford DIP	EA	\$ 51.90	\$ 51.90	\$ 50.12	\$	\$ 80.83	\$	\$ 122.13	\$	\$ 122.13
20	Clamp Bell Leak 6", Ford DIP	EA	\$ 57.00	\$ 57.00	\$ 55.19	\$	\$ 96.97	\$	\$ 131.50	\$	\$ 131.50
21	Clamp Bell Leak 8", Ford DIP	EA	\$ 79.00	\$ 79.00	\$ 76.35	\$	\$ 113.11	\$	\$ 181.71	\$	\$ 181.71
22	Clamp Bell Leak 10", Ford DIP	EA	\$ 99.00	\$ 99.00	\$ 95.72	\$	\$ 145.70	\$	\$ 228.00	\$	\$ 228.00
23	Clamp 3/4" X 3", Mueller 230 Series or Equal	EA	\$ 9.80	\$ 9.80	\$ 9.49	\$	\$ 10.54	\$	\$ 20.00	\$	\$ 20.00
24	Clamp 3/4" X 6", Mueller 230 Series or Equal	EA	\$ 21.00	\$ 21.00	\$ 20.09	\$	\$ 17.64	\$	\$ 43.00	\$	\$ 43.00
25	Clamp 1" X 3", Mueller 230 Series or Equal	EA	\$ 10.40	\$ 10.40	\$ 10.05	\$	\$ 10.90	\$	\$ 22.00	\$	\$ 22.00
26	Clamp 1" X 6", Mueller 230 Series or Equal	EA	\$ 21.00	\$ 21.00	\$ 20.23	\$	\$ 18.69	\$	\$ 43.00	\$	\$ 43.00
27	Clamp 1-1/4" X 3", Mueller 230 Series or Equal	EA	\$ 10.70	\$ 10.70	\$ 10.38	\$	\$ 11.48	\$	\$ 22.00	\$	\$ 22.00
28	Clamp 1-1/4" X 6", Mueller 230 Series or Equal	EA	\$ 21.30	\$ 21.30	\$ 20.61	\$	\$ 22.97	\$	\$ 43.00	\$	\$ 43.00
29	Clamp 1-1/2" X 3", Mueller 230 Series or Equal	EA	\$ 11.00	\$ 11.00	\$ 10.59	\$	\$ 11.75	\$	\$ 23.00	\$	\$ 23.00
30	Clamp 1-1/2" X 6", Mueller 230 Series or Equal	EA	\$ 21.55	\$ 21.55	\$ 20.86	\$	\$ 24.67	\$	\$ 44.00	\$	\$ 44.00
31	Clamp 2" X 3", Mueller 230 Series or Equal	EA	\$ 12.00	\$ 12.00	\$ 11.52	\$	\$ 14.19	\$	\$ 25.00	\$	\$ 25.00

Water Works Supplies

Item No.	Description	AZ Water Works (Leaded)		AZ Water Works (Lead Free)		Dana Kepner		Ferguson Waterworks		Peoria Winnelison		
		Unit	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	
32	Clamp 2" X 6", Mueller 230 Series or Equal	EA	\$	22.15	\$	22.15	\$	21.41	\$	28.39	\$	45.00
33	Clamp 2-1/2" X 3", Mueller 200 Series or Equal	EA		No Bid		No Bid		No Bid		10.97	\$	11.00
34	Clamp 2-1/2" X 6", Mueller 200 Series or Equal	EA		No Bid		No Bid		No Bid		13.33	\$	21.00
35	Clamp 2.35 X 7.5", Mueller 500 Series or Equal	EA	\$	32.50	\$	32.50	\$	31.41	\$	37.37	\$	45.00
36	Clamp 2.35 X 12", Mueller 500 Series or Equal	EA	\$	50.00	\$	50.00	\$	48.91	\$	51.57	\$	79.00
37	Clamp 2.70 X 12", Mueller 500 Series or Equal	EA	\$	52.40	\$	52.40	\$	50.67	\$	52.67	\$	84.00
38	Clamp 2.97 X 6", Mueller 500 Series or Equal	EA	\$	38.40	\$	38.40	\$	37.11	\$	30.85	\$	52.00
39	Clamp 3.46 X 6", Mueller 500 Series or Equal	EA	\$	38.40	\$	38.40	\$	37.11	\$	30.85	\$	53.00
40	Clamp 3.73 X 12", Mueller 500 Series or Equal	EA	\$	58.90	\$	58.90	\$	56.90	\$	52.67	\$	91.00
41	Clamp 4.45 X 7.5", Mueller 500 Series or Equal	EA	\$	37.00	\$	37.00	\$	35.76	\$	39.76	\$	59.00
42	Clamp 4.74 X 7.5", Mueller 500 Series or Equal	EA	\$	42.00	\$	42.00	\$	40.68	\$	39.76	\$	61.00
43	Clamp 4.95 X 7.5", Mueller 500 Series or Equal	EA	\$	42.00	\$	42.00	\$	40.68	\$	39.76	\$	61.00
44	Clamp 4.95 X 12", Mueller 500 Series or Equal	EA	\$	58.00	\$	58.00	\$	56.01	\$	60.82	\$	104.00
45	Clamp 5.20 X 7.5", Mueller 500 Series or Equal	EA	\$	42.00	\$	42.00	\$	40.68	\$	39.76	\$	62.00
46	Clamp 5.66 X 7.5", Mueller 500 Series or Equal	EA	\$	42.00	\$	42.00	\$	40.68	\$	60.82	\$	63.00
47	Clamp 5.94 X 7.5", Mueller 500 Series or Equal	EA	\$	43.00	\$	43.00	\$	41.21	\$	47.90	\$	63.00
48	Clamp 5.94 X 12", Mueller 500 Series or Equal	EA	\$	68.50	\$	68.50	\$	66.17	\$	69.29	\$	111.00
49	Clamp 6.34 X 7.5", Mueller 500 Series or Equal	EA	\$	42.60	\$	42.60	\$	41.21	\$	47.90	\$	70.00
50	Clamp 6.34 X 12", Mueller 500 Series or Equal	EA	\$	68.50	\$	68.50	\$	66.17	\$	69.29	\$	113.00
51	Clamp 6.55 X 7.5", Mueller 500 Series or Equal	EA	\$	42.60	\$	42.60	\$	41.21	\$	47.90	\$	70.00
52	Clamp 6.55 X 12", Mueller 500 Series or Equal	EA	\$	68.50	\$	68.50	\$	66.17	\$	69.29	\$	113.00
53	Clamp 6.84 X 7.5", Mueller 500 Series or Equal	EA	\$	46.00	\$	46.00	\$	44.41	\$	47.90	\$	71.00
54	Clamp 6.84 X 12", Mueller 500 Series or Equal	EA	\$	69.70	\$	69.70	\$	67.41	\$	69.29	\$	114.00
55	Clamp 6.84 X 15", Mueller 500 Series or Equal	EA	\$	77.00	\$	77.00	\$	74.50	\$	83.60	\$	133.00
56	Clamp 6.84 X 30", Mueller 500 Series or Equal	EA	\$	180.00	\$	180.00	\$	173.51	\$	173.87	\$	281.00
57	Clamp 7.04 X 7.5", Mueller 500 Series or Equal	EA	\$	45.90	\$	45.90	\$	44.41	\$	47.90	\$	72.00
58	Clamp 7.04 X 15", Mueller 500 Series or Equal	EA	\$	79.10	\$	79.10	\$	76.51	\$	83.60	\$	134.00
59	Clamp 7.22 X 7.5", Mueller 500 Series or Equal	EA	\$	46.00	\$	46.00	\$	44.41	\$	47.90	\$	75.00
60	Clamp 7.22 X 12", Mueller 500 Series or Equal	EA	\$	69.70	\$	69.70	\$	67.41	\$	69.29	\$	119.00
61	Clamp 7.22 X 15", Mueller 500 Series or Equal	EA		No Bid		No Bid		76.51	\$	83.59	\$	133.00
62	Clamp 7.22 X 30", Mueller 500 Series or Equal	EA	\$	179.50	\$	179.50	\$	173.51	\$	173.87	\$	287.00
63	Clamp 8.36 X 12, Mueller 500 Series or Equal	EA	\$	75.25	\$	75.25	\$	72.74	\$	82.39	\$	133.00

Water Works Supplies

Item No.	Description	AZ Water Works (Leaded)		AZ Water Works (Lead Free)		Dana Kepner		Ferguson Waterworks		Peoria Winnelsson		
		Unit	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	
64	Clamp 8.99 X 7.5", Mueller 500 Series or Equal	EA	\$	46.99	\$	46.99	\$	45.40	\$	59.04	\$	85.00
65	Clamp 8.99 X 12", Mueller 500 Series or Equal	EA	\$	75.25	\$	75.25	\$	72.74	\$	82.39	\$	137.00
66	Clamp 8.99 X 24", Mueller 500 Series or Equal	EA	\$	123.00	\$	123.00	\$	118.44	\$	171.19	\$	270.00
67	Clamp 9.25 X 7.5", Mueller 500 Series or Equal	EA	\$	48.00	\$	48.00	\$	46.45	\$	59.03	\$	87.00
68	Clamp 9.25 X 12", Mueller 500 Series or Equal	EA	\$	77.00	\$	77.00	\$	74.44	\$	82.39	\$	140.00
69	Clamp 9.40 X 12", Mueller 500 Series or Equal	EA	\$	77.00	\$	77.00	\$	74.44	\$	82.39	\$	140.00
70	Coupling Hymax 4.25-5.63 Range	EA		No Bid		No Bid		144.59		137.56		160.00
71	Coupling Hymax 6.42-7.68 Range	EA		No Bid		No Bid		190.82		181.75		212.00
72	Coupling Hymax 8"	EA		No Bid		No Bid		216.08		205.67		239.00
73	Coupling Hymax 10"	EA		No Bid		No Bid		298.85		265.07		No Bid
74	Mega-Lug Acc Set 4" DIP	EA	\$	21.75	\$	21.75	\$	22.51	\$	27.30	\$	23.47
75	Mega-Lug Acc Set 4" PVC	EA	\$	24.80	\$	24.80	\$	27.75	\$	31.28	\$	25.07
76	Mega-Lug Acc Set 6" DIP	EA	\$	26.65	\$	26.65	\$	27.59	\$	33.85	\$	28.80
77	Mega-Lug Acc Set 6" PVC	EA	\$	31.79	\$	31.79	\$	35.89	\$	39.47	\$	32.00
78	Mega-Lug Acc Set 8" DIP	EA	\$	36.75	\$	36.75	\$	38.03	\$	45.97	\$	37.34
79	Mega-Lug Acc Set 8" C-900	EA	\$	42.70	\$	42.70	\$	44.21	\$	53.34	\$	42.67
80	Mega-Lug Acc Set 10" DIP	EA	\$	51.80	\$	51.80	\$	53.63	\$	65.67	\$	55.47
81	Mega-Lug Acc Set 10" PVC	EA	\$	74.25	\$	74.25	\$	76.87	\$	92.39	\$	74.67
82	Mega-Lug Acc Set 12" DIP	EA	\$	70.22	\$	70.22	\$	72.70	\$	88.13	\$	67.50
83	Mega-Lug Acc Set 12" PVC	EA	\$	76.70	\$	76.70	\$	79.42	\$	96.94	\$	78.40
84	Mega-Lug Acc Set 14" DIP	EA	\$	96.30	\$	96.30	\$	99.68	\$	119.33	\$	104.57
85	Mega-Lug Acc Set 18" DIP	EA	\$	163.19	\$	163.19	\$	168.92	\$	202.63	\$	175.06
86	Meter Setter w/Check Valve 3/4" - Ford VBH72-9W-11-33	EA	\$	83.19	\$	112.00	\$	102.95	\$	102.15		No Bid
87	Meter Setter w/Check Valve 1" - Ford VBH74-12W-11-44	EA	\$	149.45	\$	202.00	\$	184.94	\$	181.48		No Bid
88	Meter Setter w/Check Valve 1-1/2" - Ford VBH76-12W-11-11	EA	\$	457.00	\$	628.00	\$	573.45	\$	569.41		No Bid
89	Meter Setter w/Check Valve 2" - Ford VBH77-12W-11-77	EA	\$	528.00	\$	725.00	\$	662.53	\$	657.87		No Bid
90	Nipple Brass 3/4" Close	EA		No Bid		No Bid		1.48		1.81		1.68
91	Nipple Brass 3/4"x2"	EA		No Bid		No Bid		1.86		2.32		2.12
92	Nipple Brass 3/4"x2-1/2"	EA		No Bid		No Bid		2.15		2.66		2.65
93	Nipple Brass 3/4"x3"	EA		No Bid		No Bid		2.49		3.10		2.84
94	Nipple Brass 3/4"x3-1/2"	EA		No Bid		No Bid		2.79		3.44		2.68
95	Nipple Brass 3/4"x4"	EA		No Bid		No Bid		3.25		3.99		3.70

Water Works Supplies

Item No.	Description	AZ Water Works (Leaded)		AZ Water Works (Lead Free)		Dana Kepner		Ferguson Waterworks		Peoria Winnelison	
		Unit	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
96	Nipple Brass 3/4"x4-1/2"	EA	No Bid	No Bid	\$ 3.53	\$	4.37	\$	3.96		
97	Nipple Brass 3/4"x5"	EA	No Bid	No Bid	\$ 3.90	\$	4.82	\$	4.44		
98	Nipple Brass 3/4"x5-1/2"	EA	No Bid	No Bid	\$ 4.26	\$	5.23	\$	4.78		
99	Nipple Brass 3/4"x6"	EA	No Bid	No Bid	\$ 4.75	\$	5.85	\$	5.40		
100	Nipple Brass 3/4"x6-1/2"	EA	No Bid	No Bid	\$ 5.57	\$	7.71	\$	6.31		
101	Nipple Brass 3/4"x7"	EA	No Bid	No Bid	\$ 5.57	\$	8.12	\$	7.04		
102	Nipple Brass 3/4"x7-1/2"	EA	No Bid	No Bid	\$ 6.27	\$	13.68	\$	7.06		
103	Nipple Brass 3/4"x8"	EA	No Bid	No Bid	\$ 6.27	\$	8.98	\$	7.12		
104	Nipple Brass 3/4"x8-1/2"	EA	No Bid	No Bid	\$ 6.93	\$	13.98	\$	No Bid		
105	Nipple Brass 3/4"x9"	EA	No Bid	No Bid	\$ 6.93	\$	47.94	\$	No Bid		
106	Nipple Brass 3/4"x9-1/2"	EA	No Bid	No Bid	No Bid	\$	14.26	\$	No Bid		
107	Nipple Brass 3/4"x10"	EA	No Bid	No Bid	\$ 7.64	\$	9.40	\$	8.70		
108	Nipple Brass 3/4"x10-1/2"	EA	No Bid	No Bid	No Bid	\$	10.35	\$	No Bid		
109	Nipple Brass 3/4"x11"	EA	No Bid	No Bid	\$ 8.35	\$	15.56	\$	No Bid		
110	Nipple Brass 3/4"x11-1/2"	EA	No Bid	No Bid	No Bid	\$	16.97	\$	No Bid		
111	Nipple Brass 3/4"x12"	EA	No Bid	No Bid	\$ 9.10	\$	11.19	\$	10.35		
112	Nipple Brass 1" close	EA	No Bid	No Bid	\$ 2.17	\$	2.69	\$	2.49		
113	Nipple Brass 1"x2"	EA	No Bid	No Bid	\$ 2.70	\$	3.32	\$	3.06		
114	Nipple Brass 1"x2-1/2"	EA	No Bid	No Bid	\$ 3.14	\$	3.86	\$	No Bid		
115	Nipple Brass 1"x3"	EA	No Bid	No Bid	\$ 3.62	\$	4.45	\$	4.11		
116	Nipple Brass 1"x3-1/2"	EA	No Bid	No Bid	\$ 4.18	\$	5.18	\$	No Bid		
117	Nipple Brass 1"x4"	EA	No Bid	No Bid	\$ 4.71	\$	5.80	\$	5.36		
118	Nipple Brass 1"x4-1/2"	EA	No Bid	No Bid	\$ 5.25	\$	6.49	\$	No Bid		
119	Nipple Brass 1"x5"	EA	No Bid	No Bid	\$ 5.80	\$	7.15	\$	6.60		
120	Nipple Brass 1"x5-1/2"	EA	No Bid	No Bid	\$ 6.36	\$	7.82	\$	No Bid		
121	Nipple Brass 1"x6"	EA	No Bid	No Bid	\$ 6.93	\$	8.53	\$	7.88		
122	Nipple Brass 1" x 7"	EA	No Bid	No Bid	\$ 8.10	\$	9.95	\$	No Bid		
123	Nipple Brass 1"x8"	EA	No Bid	No Bid	\$ 9.25	\$	11.36	\$	10.51		
124	Nipple Brass 1" x 9"	EA	No Bid	No Bid	\$ 10.33	\$	19.23	\$	No Bid		
125	Nipple Brass 1" x 10"	EA	No Bid	No Bid	\$ 11.45	\$	14.10	\$	13.00		
126	Nipple Brass 1"x12"	EA	No Bid	No Bid	\$ 13.65	\$	16.77	\$	15.51		
127	Nipple Brass 1-1/2" X 2"	EA	No Bid	No Bid	\$ 4.61	\$	5.65	\$	5.24		

Water Works Supplies

Item No.	Description	AZ Water Works (Leaded)		AZ Water Works (Lead Free)		Dana Kepner		Ferguson Waterworks		Peoria Winnelison	
		Unit	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
128	Nipple Brass 1-1/2" X 2-1/2"	EA	No Bid	No Bid	\$	5.52	\$	6.79	No Bid	No Bid	
129	Nipple Brass 1-1/2" X 3"	EA	No Bid	No Bid	\$	6.34	\$	7.79	\$	7.21	
130	Nipple Brass 1-1/2" X 3-1/2"	EA	No Bid	No Bid	\$	7.25	\$	8.95	No Bid	No Bid	
131	Nipple Brass 1-1/2" X 4"	EA	No Bid	No Bid	\$	8.26	\$	10.16	\$	9.39	
132	Nipple Brass 1-1/2" X 4-1/2"	EA	No Bid	No Bid	\$	9.28	\$	11.43	No Bid	No Bid	
133	Nipple Brass 1-1/2" X 5"	EA	No Bid	No Bid	\$	10.27	\$	12.63	\$	11.67	
134	Nipple Brass 1-1/2" X 5-1/2"	EA	No Bid	No Bid	\$	11.24	\$	13.79	No Bid	No Bid	
135	Nipple Brass 1-1/2" x 6"	EA	No Bid	No Bid	\$	12.21	\$	14.98	\$	13.86	
136	Nipple Brass 2" X Close	EA	No Bid	No Bid	\$	6.52	\$	8.04	\$	7.40	
137	Nipple Brass 2" x 2-1/2"	EA	No Bid	No Bid	\$	7.04	\$	8.66	\$	8.00	
138	Nipple Brass 2" x 3"	EA	No Bid	No Bid	\$	8.12	\$	9.96	\$	9.23	
139	Nipple Brass 2" x 4"	EA	No Bid	No Bid	\$	10.63	\$	13.05	\$	12.08	
140	Nipple Brass 2" X 5"	EA	No Bid	No Bid	\$	13.14	\$	16.18	\$	14.93	
141	Nipple Brass 2" X 6"	EA	No Bid	No Bid	\$	15.70	\$	19.29	\$	17.83	
142	Nipple Brass 2" X 7"	EA	No Bid	No Bid	\$	18.36	\$	34.20	No Bid	No Bid	
143	Nipple Brass 2" X 8"	EA	No Bid	No Bid	\$	20.93	\$	25.71	\$	23.77	
144	Nipple Brass 2" x 12"	EA	No Bid	No Bid	\$	30.92	\$	37.98	\$	35.11	
145	Nipple Brass 2-1/2" X Close	EA	No Bid	No Bid	\$	17.22	\$	21.56	\$	19.55	
146	Paint #20 Can Upside Marking Blue	EA	\$	2.69	\$	3.41	\$	2.82	No Bid	No Bid	
147	Paint #20 Can Upside Marking White	EA	\$	2.69	\$	3.41	\$	2.82	No Bid	No Bid	
148	Paint #20 Can Upside Marking Black	EA	\$	2.69	\$	3.41	\$	2.82	No Bid	No Bid	
149	Pipe Soft Copper K 3/4"	LF	No Bid	No Bid	\$	3.96	\$	4.27	\$	4.28	
150	Pipe Soft Copper K 1"	LF	No Bid	No Bid	\$	5.15	\$	5.56	\$	5.05	
151	Pipe Soft Copper K 1-1/2"	LF	No Bid	No Bid	\$	9.22	\$	10.99	\$	10.55	
152	Pipe Soft Copper K 2"	LF	No Bid	No Bid	\$	14.55	\$	17.06	\$	13.84	
153	Pipe STD Galv. Steel 1-1/4"	LF	No Bid	No Bid	\$	2.22	\$	2.19	No Bid	No Bid	
154	Pipe STD Galv. Steel 1-1/2"	LF	No Bid	No Bid	\$	2.67	\$	2.47	No Bid	No Bid	
155	Pipe STD Galv. Steel 2"	LF	No Bid	No Bid	\$	3.59	\$	3.34	No Bid	No Bid	
156	Pipe STD Galv. Steel 2-1/2"	LF	No Bid	No Bid	\$	5.65	\$	5.27	No Bid	No Bid	
157	Pipe DIP 3" MJ, Class 350	LF	No Bid	No Bid	\$	26.06	\$	38.50	No Bid	No Bid	
158	Pipe DIP 4" MJ, Class 350	LF	No Bid	No Bid	\$	14.21	\$	27.56	\$	27.03	
159	Pipe DIP 6" MJ, Class 350	LF	No Bid	No Bid	\$	13.85	\$	28.93	\$	25.23	

Water Works Supplies

Item No.	Description	AZ Water Works (Leaded)		AZ Water Works (Lead Free)		Dana Kepner		Ferguson Waterworks		Peoria Winnelson	
		Unit	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
160	Pipe DIP 8" MJ, Class 350	LF	No Bid	No Bid	No Bid	\$	17.28	\$	40.83	\$	35.80
161	Pipe DIP 10" MJ, Class 350	LF	No Bid	No Bid	No Bid	\$	24.49	\$	53.45	\$	47.86
162	Pipe DIP 12" MJ, Class 350	LF	No Bid	No Bid	No Bid	\$	28.40	\$	67.19	\$	60.49
163	Pipe PVC 6", SDR-35	LF	No Bid	No Bid	No Bid	\$	2.06	\$	2.30	\$	2.24
164	Plug Threaded 3/4", Brass NPT	EA	No Bid	No Bid	No Bid	\$	2.17	\$	2.45	\$	1.56
165	Plug Threaded 1", Brass NPT	EA	No Bid	No Bid	No Bid	\$	2.86	\$	3.18	\$	2.06
166	Plug Threaded 1-1/4", Brass NPT	EA	No Bid	No Bid	No Bid	\$	4.26	\$	4.76	\$	3.15
167	Plug Threaded 1-1/2", Brass NPT	EA	No Bid	No Bid	No Bid	\$	5.42	\$	6.03	\$	3.90
168	Plug Threaded 2", Brass NPT	EA	No Bid	No Bid	No Bid	\$	8.57	\$	9.50	\$	2.57
169	Plug MJ 4", CP DI C153	EA	\$ 18.00	\$ 18.00	No Bid	\$	No Bid	\$	15.33	\$	15.25
170	Plug MJ 6", CP DI C153	EA	\$ 33.00	\$ 33.00	\$ 33.00	\$	25.50	\$	28.94	\$	28.80
171	Plug MJ 8", CP DI C153	EA	\$ 50.00	\$ 50.00	\$ 50.00	\$	38.50	\$	43.69	\$	43.49
172	Plug MJ 10", CP DI C153	EA	\$ 91.50	\$ 91.50	\$ 91.50	\$	71.50	\$	81.14	\$	80.76
173	Plug MJ Tapped 4"X 2", CP DI C153	EA	\$ 33.00	\$ 33.00	\$ 33.00	\$	26.00	\$	29.50	\$	29.37
174	Plug MJ Tapped 6"X 2", CP DI C153	EA	\$ 49.00	\$ 49.00	\$ 49.00	\$	38.00	\$	43.13	\$	42.92
175	Plug MJ Tapped 8"X 2", CP DI C153	EA	\$ 65.15	\$ 65.15	\$ 65.15	\$	51.00	\$	57.88	\$	57.60
176	Saddle 4" X 3/4" 4.74 - 5.32	EA	\$ 64.40	\$ 64.40	\$ 64.40	\$	62.24	\$	65.11	No Bid	No Bid
177	Saddle 4" x 1" 4.74 - 5.32	EA	\$ 64.30	\$ 64.30	\$ 64.30	\$	62.24	\$	65.11	No Bid	No Bid
178	Saddle 4" x 1" 4.74 - 5.32	EA	\$ 64.30	\$ 64.30	\$ 64.30	\$	62.24	\$	65.11	No Bid	No Bid
179	Saddle 4" X 1-1/2" 4.74 - 5.32	EA	\$ 75.00	\$ 75.00	\$ 75.00	\$	72.60	\$	75.94	No Bid	No Bid
180	Saddle 4" X 2" 4.74 - 5.32	EA	\$ 81.75	\$ 81.75	\$ 81.75	\$	79.03	\$	82.66	No Bid	No Bid
181	Saddle 6" X 3/4" 6.84 - 7.45	EA	\$ 75.90	\$ 75.90	\$ 75.90	\$	73.32	\$	76.69	No Bid	No Bid
182	Saddle 6" X 1" 6.84 - 7.45	EA	\$ 75.80	\$ 75.80	\$ 75.80	\$	73.32	\$	76.69	No Bid	No Bid
183	Saddle 6" x 1" 6.84 - 7.45	EA	\$ 75.80	\$ 75.80	\$ 75.80	\$	73.32	\$	76.69	No Bid	No Bid
184	Saddle 6" X 1-1/2" 6.84 - 7.45	EA	\$ 86.70	\$ 86.70	\$ 86.70	\$	83.83	\$	87.69	No Bid	No Bid
185	Saddle 6"x2" 6.84 - 7.45	EA	\$ 95.25	\$ 95.25	\$ 95.25	\$	92.11	\$	96.33	No Bid	No Bid
186	Saddle 8" X 3/4" 8.99 - 9.67	EA	\$ 93.85	\$ 93.85	\$ 93.85	\$	90.74	\$	94.92	No Bid	No Bid
187	Saddle 8" X 1" 8.99 - 9.67	EA	\$ 93.80	\$ 93.80	\$ 93.80	\$	90.74	\$	94.92	No Bid	No Bid
188	Saddle 8" x 1-1/2" 8.99 - 9.67	EA	\$ 98.80	\$ 98.80	\$ 98.80	\$	95.54	\$	99.92	No Bid	No Bid
189	Saddle 8" x 2 8.99 - 9.67	EA	\$ 107.50	\$ 107.50	\$ 107.50	\$	104.00	\$	108.79	No Bid	No Bid
190	Saddle 10" X 1" 11.04 - 12.12	EA	\$ 116.20	\$ 116.20	\$ 116.20	\$	112.42	\$	117.60	No Bid	No Bid
191	Saddle 10" X 1-1/2" 11.04 - 12.12	EA	\$ 127.69	\$ 127.69	\$ 127.69	\$	123.46	\$	141.30	No Bid	No Bid

Water Works Supplies

Item No.	Description	AZ Water Works (Leaded)		AZ Water Works (Lead Free)		Dana Kepner		Ferguson Waterworks		Peoria Winnelsson	
		Unit	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
192	Saddle 10" X 2" 11.04 - 12.12	EA	\$ 137.10	\$ 137.10	\$ 132.60	\$ 151.75				No Bid	
193	U-Branch 1" Brass, No. U11-44-18, McDonald	EA	\$ 140.78	\$ 190.60	\$ 174.23	\$ 109.87				No Bid	
194	Union Brass 3/4"	EA	No Bid	No Bid	\$ 9.68	\$ 10.73				\$ 6.96	
195	Union Brass 1"	EA	No Bid	No Bid	\$ 12.83	\$ 14.23				\$ 9.20	
196	Union Brass 1-1/2"	EA	No Bid	No Bid	\$ 22.17	\$ 24.59				\$ 15.92	
197	Union Brass 2"	EA	No Bid	No Bid	\$ 34.13	\$ 37.82				\$ 24.50	
198	Valve Ball 3/4"	EA	No Bid	No Bid	\$ 7.30	\$ 9.10				\$ 9.67	
199	Valve Ball 1"	EA	No Bid	No Bid	\$ 11.27	\$ 13.38				\$ 15.24	
200	Valve Ball 1-1/2"	EA	No Bid	No Bid	\$ 30.65	\$ 33.12				\$ 35.21	
201	Valve Ball 2"	EA	No Bid	No Bid	\$ 46.85	\$ 43.49				\$ 50.84	
202	Valve Box Extension 1", East Jordan	EA	\$ 28.60	\$ 28.60	\$ 20.09	\$ 6.59				\$ 21.28	
203	Valve Box Extension 1-1/2", East Jordan	EA	\$ 40.60	\$ 40.60	\$ 24.32	\$ 11.77				\$ 25.76	
204	Valve Box Extension 2", East Jordan	EA	\$ 42.00	\$ 42.00	\$ 27.39	\$ 14.12				\$ 29.11	
205	Valve Box Extension 2-1/2", East Jordan	EA	\$ 46.00	\$ 46.00	\$ 30.67	\$ 21.18				\$ 32.48	
206	Valve Box Extension 3", East Jordan	EA	\$ 67.00	\$ 67.00	\$ 34.89	\$ 28.24				\$ 36.95	
207	Valve Box Extension 4", East Jordan	EA	\$ 80.00	\$ 80.00	\$ 42.29	\$ 29.42				\$ 44.78	
208	Valve Box Extension 6", East Jordan	EA	\$ 99.00	\$ 99.00	\$ 56.03	\$ 38.83				\$ 59.33	
209	Valve Box Riser Bottom 15", Tyler	EA	No Bid	No Bid	\$ 32.86	\$ 37.19				\$ 35.57	
210	Valve Box Riser Bottom 24", Tyler	EA	No Bid	No Bid	\$ 47.58	\$ 52.20				\$ 51.50	
211	Valve Box Riser Bottom 36", Tyler	EA	No Bid	No Bid	\$ 61.17	\$ 70.36				\$ 66.22	
212	Valve Box Riser Top 16", Tyler	EA	No Bid	No Bid	\$ 39.65	\$ 68.09				\$ 42.92	
213	Valve Box Riser Top 26", Tyler	EA	No Bid	No Bid	\$ 64.58	\$ 69.06				\$ 69.90	
214	Valve Air Release 1" With Screen, No. D-040P01	EA	\$ 133.00	\$ 133.00	\$ 122.22	\$ 143.79				No Bid	
215	Valve Corporation Stop, Ford, No. F1100-3-G, 3/4"	EA	\$ 19.16	\$ 25.35	\$ 23.17	\$ 23.72				No Bid	
216	Valve Corporation Stop, Ford, No. F1100-4-G, 1"	EA	\$ 28.98	\$ 38.35	\$ 35.03	\$ 35.89				No Bid	
217	Valve Corporation Stop, Ford No. FB1100-6-G, 1-1/2"	EA	\$ 74.60	\$ 111.00	\$ 100.98	\$ 103.45				No Bid	
218	Valve Corporation Stop, Ford No. FB1100-7-G, 2"	EA	\$ 123.40	\$ 183.00	\$ 167.02	\$ 171.09				No Bid	
219	Valve Gate 3/4", Nibco TI-8 or Equal 200 PSI	EA	No Bid	No Bid	\$ 7.52	\$ 9.15				No Bid	
220	Valve Gate 1", Nibco TI-8 or Equal 200 PSI	EA	No Bid	No Bid	\$ 11.27	\$ 12.18				No Bid	
221	Valve Gate 1-1/2", Nibco TI-8 or Equal 200 PSI	EA	No Bid	No Bid	\$ 20.21	\$ 33.12				No Bid	
222	Valve Gate 2" IP X IP, Resilient Wedge, Mueller or Equal	EA	No Bid	No Bid	\$ 217.30	\$ 211.89				No Bid	
223	Valve Gate MJ X MJ X 4", Resilient Wedge, Mueller or Eq	EA	No Bid	No Bid	\$ 356.09	\$ 347.20				\$ 331.60	

Water Works Supplies

Item No.	Description	Unit	AZ Water Works (Leaded)		AZ Water Works (Lead Free)		Dana Kepner		Ferguson Waterworks		Peoria Winnelson	
			Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
224	Valve Gate 6", MJxMJ 6", Resilient Wedge, Mueller or Equ	EA	No Bid	No Bid	No Bid	\$ 454.70	\$ 443.35	\$ 417.50				
225	Valve Gate FL X MJ X 6", Resilient Wedge, Mueller or Equ	EA	No Bid	No Bid	No Bid	\$ 454.70	\$ 443.35	\$ 422.02				
226	Valve Gate FL X FL X 6", Resilient Wedge, Mueller or Equ	EA	No Bid	No Bid	No Bid	\$ 471.74	\$ 459.97	\$ 437.10				
227	Valve Gate MJ X MJ X 8", Resilient Wedge, Mueller or Equ	EA	No Bid	No Bid	No Bid	\$ 723.74	\$ 705.68	\$ 672.23				
228	Valve Gate FL X FL X 10", Resilient Wedge, Mueller or Equ	EA	No Bid	No Bid	No Bid	\$ 1,171.74	\$ 1,142.49	\$ 1,088.24				
229	Valve Gate MJ X MJ X 10", Resilient Wedge, Mueller or Equ	EA	No Bid	No Bid	No Bid	\$ 1,128.52	\$ 1,100.36	\$ 1,048.34				
230	Valve Gate MJ X FL X 12", Resilient Wedge, Mueller or Equ	EA	No Bid	No Bid	No Bid	\$ 1,362.87	\$ 1,328.85	\$ 1,265.31				
231	Valve Gate FL X FL 12", Resilient Wedge, Mueller or Equ	EA	No Bid	No Bid	No Bid	\$ 1,415.22	\$ 1,379.90	\$ 1,314.31				
232	Valve Main #35 Rubber, Waterous Pacer, No. 61WTW673	EA	No Bid	No Bid	No Bid	\$ 34.78	\$ 36.35	No Bid				
233	Fire Hydrant Yellow - A423, 3'0", Mueller Super Centurion	EA	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 1,318.15				
234	Fire Hydrant Yellow - A423, 3'6", Mueller Super Centurion	EA	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 1,349.70				
235	Fire Hydrant Yellow - A423, 4'0", Mueller Super Centurion	EA	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 1,381.86				
236	Fire Hydrant Yellow - A423, 4'6", Mueller Super Centurion	EA	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 1,414.64				
237	Fire Hydrant Yellow - A423, 5'0", Mueller Super Centurion	EA	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 1,446.81				
238	Fire Hydrant Yellow - A423, 5'5", Mueller Super Centurion	EA	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 1,478.36				
239	Fire Hydrant Yellow - A423, 6'0", Mueller	EA	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 1,510.52				
240	Fire Hydrant Yellow - 5 1/4 WB67, 3'0", Waterous Pacer	EA	No Bid	No Bid	No Bid	\$ 1,433.93	\$ 1,388.66	No Bid				
241	Fire Hydrant Yellow - 5 1/4 WB67, 3'6", Waterous Pacer	EA	No Bid	No Bid	No Bid	\$ 1,469.08	\$ 1,422.48	No Bid				
242	Fire Hydrant Yellow - 5 1/4 WB67, 4'0", Waterous Pacer	EA	No Bid	No Bid	No Bid	\$ 1,503.78	\$ 1,456.30	No Bid				
243	Fire Hydrant Yellow - 5 1/4 WB67, 4'6", Waterous Pacer	EA	No Bid	No Bid	No Bid	\$ 1,538.71	\$ 1,490.12	No Bid				
244	Fire Hydrant Yellow - 5 1/4 WB67, 5'0", Waterous Pacer	EA	No Bid	No Bid	No Bid	\$ 1,573.63	\$ 1,523.94	No Bid				
245	Fire Hydrant Yellow - 5 1/4 WB67, 5'6", Waterous Pacer	EA	No Bid	No Bid	No Bid	\$ 1,608.55	\$ 1,574.33	No Bid				
246	Fire Hydrant Yellow - 5 1/4 WB67, 6'0", Waterous Pacer	EA	No Bid	No Bid	No Bid	\$ 1,643.48	\$ 1,608.51	No Bid				

Low Bidder

COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4835-1235 to accept a water utility easement from O'Reilly Auto Stores Inc. for City water facilities

Approved By:

Date:

Department Head: Mark Nietupski, Public Works Director	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	6-20-12

Item Summary

This item is to accept a Public Utilities Easement for City water facilities constructed on private property owned by O'Reilly Auto Stores Inc. located at 665 East Center Street, in Chino Valley, Arizona.

Background

Construction of the new O'Reilly Auto Parts Store in Chino Valley required the placement of the meter box, yoke, and meter on a 10' x 15' portion of their private property. An easement is required for City access and maintenance purposes as the box, meter, and yolk assembly is City property to maintain. Plans for the service line running from the main to the water box were reviewed and approved and the installation was inspected and accepted by Public Works/Engineering.

The attached Exhibit B, Plat to Accompany Legal Description, identifies the location of the easement and water box and yoke.

The water easement is dedicated to the City at no cost.

- Attachments**
- Public Utility Easement
 - Exhibit A – Legal Description
 - Exhibit B – Area Map
 - Ordinance No. 4835-1235

Recommended Action: MOVE to adopt Ordinance No. 4835-1235.

ORDINANCE NO. 4835-1235

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING WATER UTILITY EASEMENT FROM O'REILLY AUTO STORES, INC., AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SUCH ACCEPTANCE OF WATER UTILITY EASEMENT

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that accepting a Water Utility Easement from O'Reilly Auto Stores, Inc., more particularly described on attached Exhibit "A" and shown on attached Exhibit "B", which is incorporated herein and made a part hereof, would benefit the citizens of Prescott, and

WHEREAS, this easement will provide maintenance access to the water infrastructure that serves the O'Reilly Auto Stores, Inc.

ENACTMENTS:

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

SECTION 1. THAT the Water Utility Easement from O'Reilly Auto Stores, Inc., more particularly described and shown on the attached Exhibit "A" and Exhibit "B", Easement for Water Line Equipment, "O'Reilly Auto Stores, Inc." which is attached hereto and incorporated herein, is hereby accepted and dedicated to the public.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 26th day of June, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

WATER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, O'Reilly Automotive Stores, Inc., hereinafter called "Grantor", hereby grants unto the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as the "Grantee", its successors or assigns, the right of ingress and egress over and through the following described property, for water utility purposes, to use and construct same, together with the right to construct, maintain and place water utilities therein, said property more particularly described on the attached Exhibit "A" (the "Easement Tract").

Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, provided that such use and enjoyment of the surface of the Easement Tract shall not interfere with or restrict the full and complete use and enjoyment of the Easement Tract by Grantee as granted herein. Notwithstanding anything to the contrary contained herein, Grantor shall not construct or place or allow to be constructed or placed any buildings or structures within or over the Easement Tract. Grantor may specifically place landscaping or paving within or over the Easement Tract. In the event Grantor places paving within or over the Easement Tract, the lid must be traffic rated.

Grantee will, at all times after doing any work in connection with the Easement herein conveyed, restore the Easement Tract as nearly as possible to its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, paving or other improvements removed from within the Easement Tract.

Grantor shall be responsible for any maintenance, repair and/or replacement of the water line from the box to the structure, and Grantee shall be responsible for any maintenance, repair and/or replacement of the box and yoke. Grantee shall retain ownership of the box and yoke.

This easement shall run with the land, and shall be perpetual unless either abandoned or vacated by the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this ____ day of _____, 2012.

GRANTOR:

Ted F. Wise
President, O'Reilly Automotive Stores, Inc.

STATE OF MISSOURI)
) SS:
COUNTY OF GREENE)

Personally appeared before me this day Ted F. Wise, duly authorized representative of O'Reilly Automotive Stores, Inc., and acknowledged the signing of this Water Utility Easement by him to be a voluntary act and deed for and on behalf of O'Reilly Automotive Stores, Inc., and having been duly sworn/affirmed, states that any representations contained therein are true to the best of his personal knowledge.

WITNESS my hand and notarial seal, this ____ day of _____, 2012.

My Commission Expires: _____ Signed Name: _____

My County of Residence: _____ Printed Name: _____

IN WITNESS WHEREOF, the Grantee has hereunto set his hand this _____ day of _____, 2012.

GRANTEE, CITY OF PRESCOTT:

Marlin D. Kuykendall
Mayor

ATTEST:

APPROVED AS TO FORM:

Elizabeth A. Burke
City Clerk

Gary D. Kidd
Prescott City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

Personally appeared before me this day Marlin D. Kuykendall, Mayor and duly authorized representative of City of Prescott, and acknowledged the signing of this Water Utility Easement by him to be a voluntary act and deed for and on behalf of the City of Prescott, and having been duly sworn/affirmed, states that any representations contained therein are true to the best of his personal knowledge.

WITNESS my hand and notarial seal, this _____ day of _____, 2012.

My Commission Expires: _____ Signed Name: _____

My County of Residence: _____ Printed Name: _____

[Seal]

Notary Public

EXHIBIT A

EASEMENT FOR WATER LINE EQUIPMENT

THAT PORTION LYING WITHIN SECTION 27, TOWNSHIP 16 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR, TAGGED "RLS 37930" IN THE EASTERLY LINE OF STATE ROUTE 89, SAID POINT BEING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "N02°35'25"E, 225.77 FEET" IN THE SPECIAL WARRANTY DEED RECORDED APRIL 18, 2011 AS INSTRUMENT NO. 2011-0020748, YAVAPAI COUNTY RECORDS; THENCE S02°35'25"W, ALONG SAID EASTERLY LINE, 101.35 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S87°24'35"E, 10.00 FEET; THENCE S02°35'25"W, 15.00 FEET; THENCE N87°24'35"W, 10.00 FEET TO A POINT ON SAID EASTERLY LINE OF STATE ROUTE 89; THENCE N02°35'25"E, ALONG SAID EASTERLY LINE, 15.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 150 SQUARE FEET, MORE OR LESS.

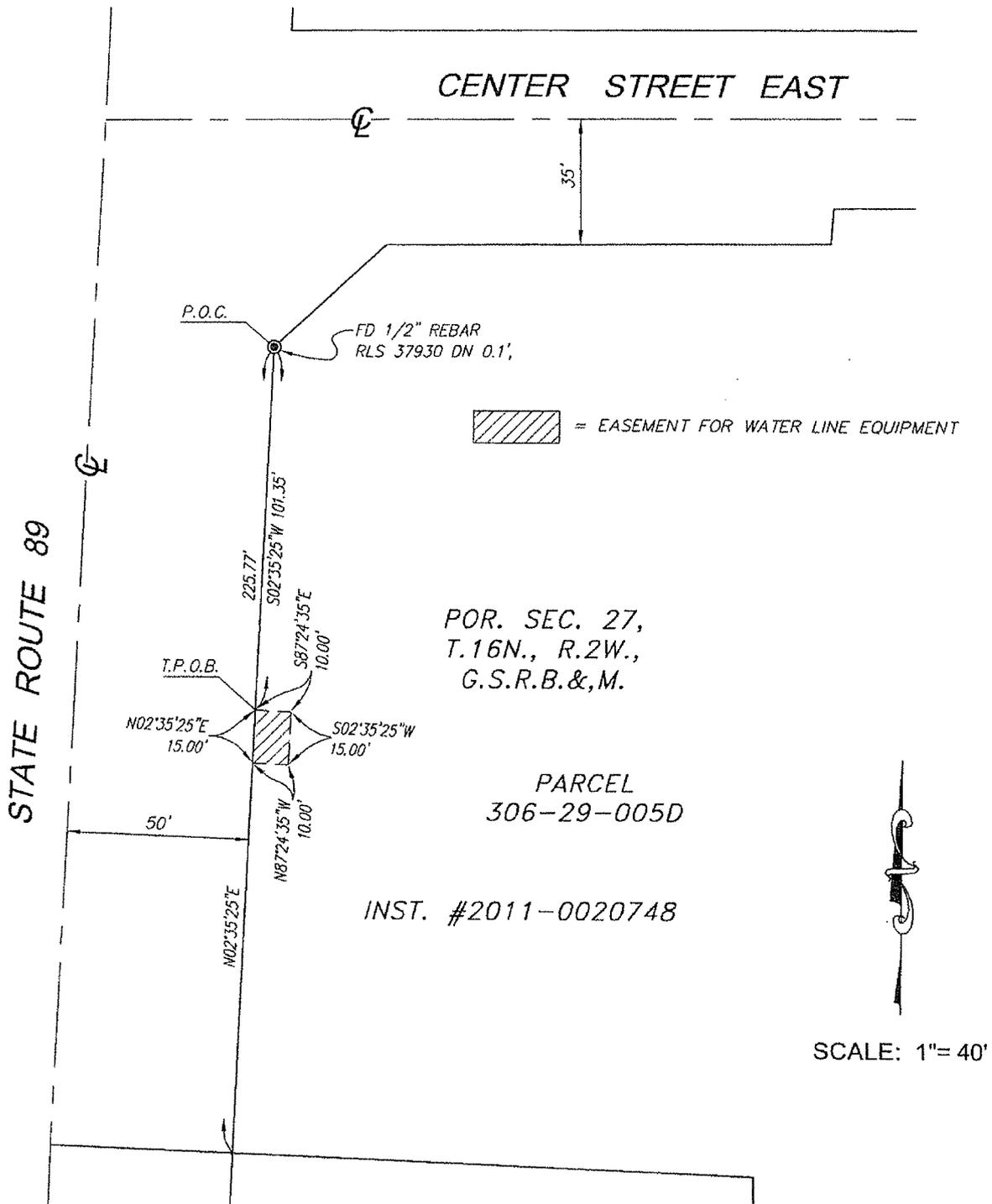
Prepared under my supervision:

Terry L. Yarborough



Terry L. Yarborough
Registration No. 49098
in the State of Arizona

EXHIBIT "B"
 PLAT TO ACCOMPANY LEGAL DESCRIPTION



CAL VADA

SURVEYING, INC.

411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880

Los Angeles • Denver

PHONE: 951-280-9960

FAX: 951-280-9746

Job No. 10796

www.calvada.com

COUNCIL AGENDA MEMO – JUNE 26, 2012

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4836-1236 accepting the dedication of Right-of-Way from Single Tenant Retail, LLC

Approved By:

Date:

Department Head: Mark Nietupski, Public Works Director	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	<i>6-20-12</i>

Item Summary

This item is a request to accept the dedication of an approximately 117 SF parcel of private property for use as public right-of-way on Gail Gardner Way.

Background

The property owner, Single Tenant Retail, LLC, has plans to construct a new 6,875 SF retail structure at 1219 Gail Gardner Way, APN 115-05-081. In order to provide truck delivery access to the site, widening of the driveway is required. This work will include the removal of vertical curb and gutter and the placement of an ADA ramp at the sidewalk.

The attached Exhibits "A" & "B", Right-of-Way Dedication identifies the location of the driveway extension. Also attached is Exhibit C, Vicinity Map, calling out the general location.

The Right-of-Way is dedicated to the City at no cost.

Attachments

- Exhibit A – Legal Description
- Exhibit B – Right-of-Way Dedication
- Exhibit C – Vicinity Map
- Ordinance No. 4836-1236

Recommended Action: MOVE to adopt Ordinance No. 4836-1236.

ORDINANCE NO. 4836-1236

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING A DEDICATION OF RIGHT-OF-WAY FROM SINGLE TENANT RETAIL, LLC, AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SUCH ACCEPTANCE OF DEDICATION

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that the dedication of a 117 SF parcel of private property for additional Gail Gardner Way public Right-of-Way as described on Exhibit "A" and shown on Exhibit "B" is in the public interest; and

WHEREAS, this Dedication will resolve an encroachment issue by Single Tenant Retail, LLC, for the widening of the driveway.

ENACTMENTS:

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

SECTION 1. THAT a certain parcel of private property, more particularly described and shown on the attached Exhibit "A" and Exhibit "B", Legal Description, Right-of-Way Dedication, from "Single Tenant Retail, LLC" which is attached hereto and incorporated herein, is hereby accepted and dedicated to the public as public right-of-way.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 26th day of June, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

My County of Residence: _____ Printed Name: _____

GRANTEE CITY OF PRESCOTT :

Marlin D. Kuykendall
Mayor

ATTEST:

APPROVED AS TO FORM:

Elizabeth A. Burke
City Clerk

Gary D. Kidd
Prescott City Attorney

ATTEST:
STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

EXHIBIT A
LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION

THAT PORTION OF PARCEL 4, OF THE FINAL PLAT OF VILLAGE AT THE BOULDERS, AS RECORDED IN BOOK 53 OF MAPS, PAGE 44, RECORDS OF YAVAPAI COUNTY, ARIZONA, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE MARKING THE CENTERLINE OF GAIL GARDNER WAY AS RECORDED IN SAID FINAL PLAT, FROM WHICH A BRASS CAP IN HANDHOLE BEARS NORTH 26°26'13" EAST, FOR A DISTANCE OF 239.48 FEET AS MEASURED AND RECORDED ALONG SAID CENTERLINE;

THENCE SOUTH 63°33'16" EAST, FOR A DISTANCE OF 27.50 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF GAIL GARDNER WAY AS RECORDED IN SAID FINAL PLAT;

THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 26°26'13" EAST, FOR A DISTANCE OF 42.02 FEET, AS SHOWN ON SAID FINAL PLAT, TO A REBAR & CAP STAMPED "R.L.S. 23947" MARKING THE EASTERLY CORNER OF SAID RIGHT-OF-WAY;

THENCE, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 70°30'42" EAST, FOR A DISTANCE OF 10.06 FEET, AS SHOWN ON SAID FINAL PLAT, TO A REBAR & CAP STAMPED "R.L.S. 23947" MARKING THE EASTERLY CORNER OF SAID RIGHT-OF-WAY;

THENCE, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 26°26'13" EAST, FOR A DISTANCE OF 39.34 FEET, AS SHOWN ON SAID FINAL PLAT, TO AN EASTERLY CORNER OF SAID RIGHT-OF-WAY, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 17°38'16" WEST, FOR A DISTANCE OF 10.06 FEET, AS SHOWN ON SAID FINAL PLAT, TO A REBAR & CAP STAMPED "R.L.S. 23947" MARKING THE EASTERLY CORNER OF SAID RIGHT-OF-WAY;

THENCE, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 26°26'13" EAST, FOR A DISTANCE OF 16.66 FEET;

THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY, SOUTH 17°38'16" EAST, FOR A DISTANCE OF 10.06 FEET, TO A POINT ON A LINE PARALLEL WITH AND

34.50 FEET SOUTHEAST OF THE CENTERLINE OF GAIL GARDNER WAY AS SHOWN ON SAID FINAL PLAT;

THENCE SOUTH 26°26'13" WEST, ALONG SAID PARALLEL LINE, FOR A DISTANCE OF 16.66 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 117 SQ.FT., OR 0.003 ACRES, MORE OR LESS.

EXHIBIT B

RIGHT-OF-WAY DEDICATION

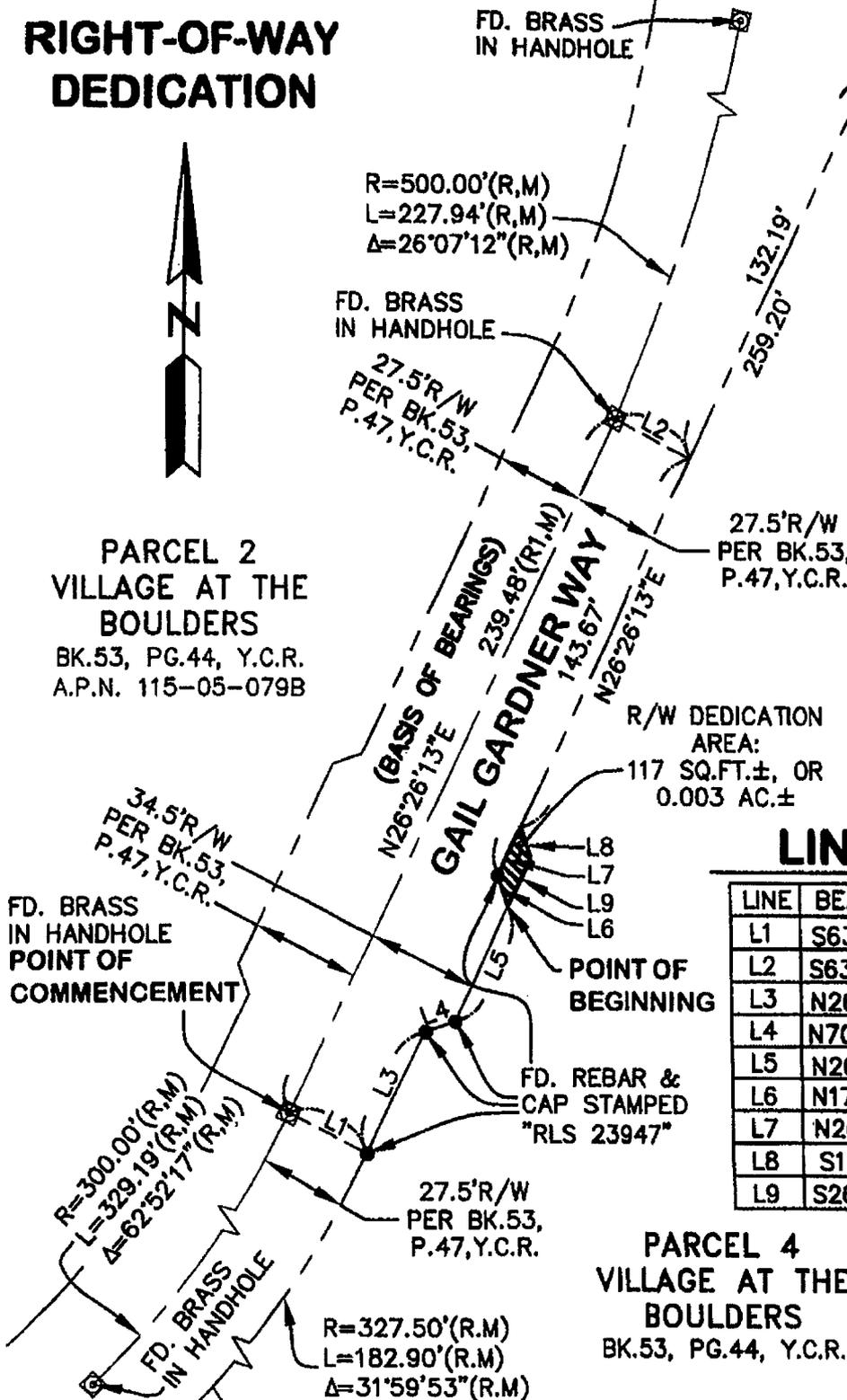


**PARCEL 2
VILLAGE AT THE
BOULDERS**
BK.53, PG.44, Y.C.R.
A.P.N. 115-05-079B

FD. REBAR &
CAP STAMPED
"RLS 23947"
**WILLOW CREEK
ROAD
SUBDIVISION,**
BK.5, PG.100, Y.C.R.

A.P.N. 115-05-031

**PONDEROSA
PROFESSIONAL
PLAZA**
BK.23, PG.61, Y.C.R.



LINE TABLE:

LINE	BEARING	DISTANCE
L1	S63°33'16"E	27.50'(R,C)
L2	S63°33'47"E	27.50'(R,C)
L3	N26°26'13"E	42.02'(R,M)
L4	N70°30'42"E	10.06'(R,M)
L5	N26°26'13"E	39.34'(R,M)
L6	N17°38'16"W	10.06'
L7	N26°26'13"E	16.66'
L8	S17°38'16"E	10.06'
L9	S26°26'13"W	16.66'

**PARCEL 4
VILLAGE AT THE
BOULDERS**
BK.53, PG.44, Y.C.R.

PAGE 6 OF 3

HUNTER
ENGINEERING CIVIL AND SURVEY

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PROJ. NO. SERG006-S

TITLE: **XB01**
SCALE: 1"=50'
DATE: 06/06/12
DESC: RIGHT-OF-WAY DEDICATION

REGISTERED LAND SURVEYOR
JERRY D. HEATH JR.
45835
ARIZONA U.S.A.
Expires 3/31/2015

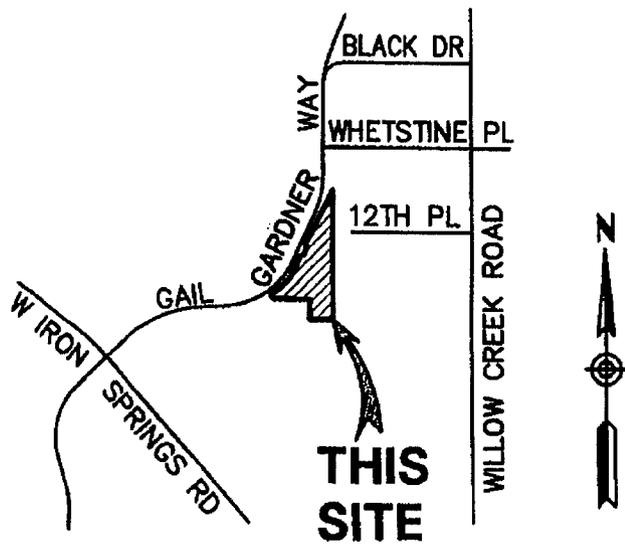


EXHIBIT C
VICINITY MAP
FIGURE 1

II-L

COUNCIL AGENDA MEMO – JUNE 26, 2012

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4834-1234 to accept an easement for a sewer maintenance and manhole access road on Lot 26 of Canyon Meadows Estates from Dorn Homes, Inc.

Approved By:		Date:
Department Head: Mark Nietupski, Public Works Director		
Finance Director: Mark Woodfill		
City Manager: Craig McConnell <i>Craig McConnell</i>		6-20-12

Item Summary

This item is to accept an easement for a sewer maintenance and manhole access road located on Lot 26 of Canyon Meadows Estates approximately 12' wide and 160' in length. The subdivision is located on Smoke Tree Lane between Prescott Lakes Parkway and Sarafina Drive.

Background

A new property owner recently purchased the partially constructed but incomplete subdivision, Canyon Meadows Estates, and is working to complete all outstanding items to obtain City approval. The final plat for the subdivision has been recorded in MP61-073 and 074. An existing City sewer main traverses the property and a new rip-rapped channel and headwall was constructed with the original work. Due to the channel and headwall location within the existing easement, additional access was needed through Lot 26 to an existing manhole for normal operation and maintenance activities. The purchaser of this subdivision, Dorn Homes, Inc., has agreed to grant this easement as part of the final approval of the subdivision. The new easement abuts the existing sewer easement and partially overlaps the existing drainage easement. Restrictions have been placed in the easement document preventing construction of permanent features or landscaping that would prevent access by City personnel and equipment.

The attached Exhibit A, Legal Description, identifies the access road; Exhibit B, Map, identifies the location of the easement.

The sewer access road easement is being dedicated to the City at no cost.

- Attachments**
- Sewer Maintenance and Access Road Easement
 - Exhibit A – Legal Description
 - Exhibit B – Map
 - Ordinance

Recommended Action: MOVE to adopt Ordinance No. 4834-1234.

ORDINANCE NO. 4834-1234

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING A SEWER MAINTENANCE AND MANHOLE ACCESS ROAD EASEMENT AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE THE ACCEPTANCE OF SUCH EASEMENT

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that accepting an easement from Dorn Homes, Inc., for a sewer maintenance and manhole access road easement, more particularly described and shown on the attached Exhibit A, and Map to Accompany Legal Description, Exhibit B, which is incorporated herein would benefit the public health, safety and welfare of the citizens of the City of Prescott, and

WHEREAS, the City of Prescott wishes to place certain restrictions on the sewer easement.

ENACTMENTS:

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

SECTION 1. THAT the Sewer Maintenance and Manhole Access Road Easement from Dorn Homes, Inc., more particularly described and shown on the attached Exhibits A and B, which are attached to the easement and incorporated in the easement by reference, is hereby accepted.

SECTION 2. THAT the attached easement is hereby ordered to be recorded in the Office of the Yavapai County Recorder, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 26th day of June, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

When recorded, mail to:

CITY OF PRESCOTT
CITY CLERK
Interoffice Mail
Prescott, AZ 86302

SEWER MAINTENANCE AND ACCESS ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Dorn Homes, Inc., hereinafter called "Grantor", hereby grants unto the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as the "Grantee," its successors or assigns, the right of ingress and egress over and through the following described property, for sewer maintenance and access purposes, to use and construct same, together with the right to construct, operate and maintain any and all sewer services therein, the Sewer Maintenance and Access Road Easement being more particularly described on the attached Exhibits "A" and "B", which are attached hereto and incorporated herein by reference.

This easement shall be subject to the following restrictions:

1. This sewer easement restricts the placement of a pipeline, conduit, structure, including walls/fencing, buildings, major landscape components, and any part of a structure or material storage, within the easement both above and below ground.
2. The sewer easement shall serve as an ingress egress for all sewer maintenance activities on a regular basis and will include a 12' wide road with base material to allow for all weather access to the sewer facilities.
3. Under no circumstances shall the City be responsible for the replacement or reimbursement for trees and vegetation disturbed, damaged, or destroyed within the sewer easement. Any prohibited trees or large shrubs are subject to removal by the City at any time.

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this _____ day of _____, 2012.

EXHIBIT A

Sewer Maintenance and Manhole Access Road Easement

All that portion of Lot 26 of Canyon Meadows Estates as recorded in Book 61, Page 74 of Maps and Plats, on file in the office of the Yavapai County Recorder's Office, lying within Section 14, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at the southwesterly corner of said Lot 26;

Thence N 84°20'21" E, along the southerly line of said Lot 26, also being the southerly line of said Section 14, a distance of 68.68 feet to the TRUE POINT OF BEGINNING;

Thence N 5°39'39" W, a distance of 32.65 feet;

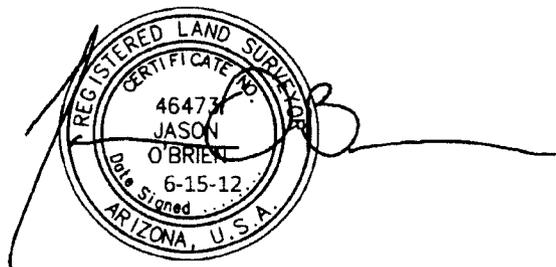
Thence N 35°52'08 E, a distance of 106.86 feet to a point on the right-of-way line of Alberta Way;

Thence along a non-tangent curve, along said right-of-way line, concave to the northeast, having a radius of 46.00 feet, a central angle of 27°6'22", an arc length of 21.76 feet, a chord bearing of S 58°55'53" E, and a chord length of 21.56 feet, to the intersection of said right-of-way line and the west line of an existing Public Utility Easement as recorded in Book 3710 of Official Records, Page 305, Yavapai County Recorder's Office, Yavapai County, Arizona;

Thence S 31°17'55" W, along the west line of said existing Public Utility Easement, a distance of 124.83 feet to a point on the southerly line of said Section 14 and the southerly line of said Lot 26;

Thence S 84°20'21" W, along said southerly line of said Section 14 and the southerly line of said Lot 26, a distance of 13.07 feet to the TRUE POINT OF BEGINNING.

Containing 3,219.86 square feet, or 0.0739 acres, more or less.

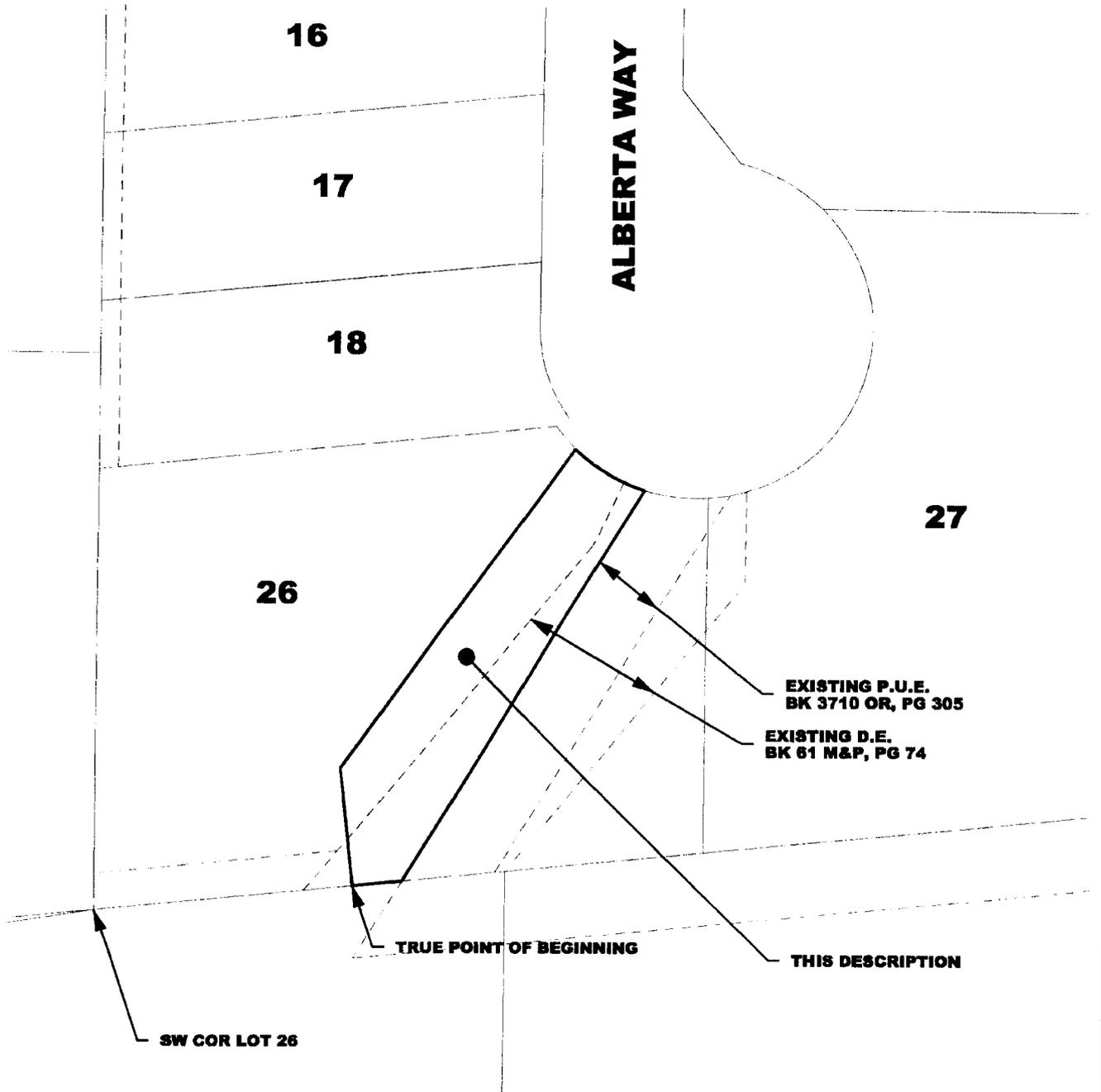
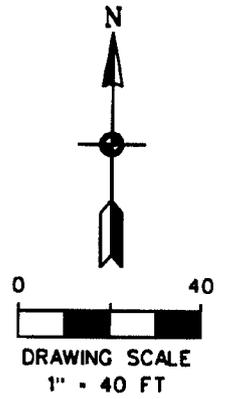


EXPIRES 6/30/13

EXHIBIT B

**MAP TO ACCOMPANY
LEGAL DESCRIPTION**

LE **LYON ENGINEERING**
Civil Engineers • Land Surveyors
1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
(928) 776-1750



ITEM

COUNCIL AGENDA MEMO – June 26, 2012
DEPARTMENT: City Manager
AGENDA ITEM: Adoption of Resolution No. 4140-1250 in support of the goals of the "Save Arizona's Forest Environment (SAFE) Plan"

Approved By:	Date:
City Manager: Craig McConnell <i>Craig McConnell</i>	6-20-12

Summary

The City has been requested to endorse the "Save Arizona's Forest Environment (SAFE) Plan" (see attached letter) which proposes to reduce excessive fuels accumulation in national forests, and hence susceptibility to catastrophic wildland fires, through resumption of grazing and timber harvesting activities.

The SAFE Plan of the Arizona Cattle Growers' Association identifies specific policy, regulatory, and management actions intended to promote the health of national forests, restore viable levels of timber and livestock production, and stimulate economic activity. More specific information regarding the Plan and endorsements of it to date can be founded online at <http://azcattlemensassoc.org/safeplan.aspx>.

The attached resolution has been adapted for consideration by the Prescott City Council. A similar version was approved by the Yavapai County Board of Supervisors on September 6, 2011 (BOS Resolution No. 1779).

- Attachments** - Letter from State Senator Steve Pierce dated June 11, 2012
 - Resolution No. 4140-1250

<p>Recommended Action: Council's pleasure. The following motion is suggested if action is desired to be taken:</p> <p align="center">MOVE to adopt Resolution No. 4140-1250.</p>
--

STEVE PIERCE
PRESIDENT OF THE SENATE
DISTRICT 1



COMMITTEES:

CHAIRMAN, RULES

1700 WEST WASHINGTON
ROOM 212, SENATE WING
PHOENIX, ARIZONA 85007-2844
TOLL FREE: 1-800-352-8404
CAPITOL PHONE: (602) 926-5584
CAPITOL FAX: (602) 417-3224
TOLL FREE FAX: 1-800-201-7343
spierce@azleg.gov

Arizona State Senate

June 11, 2012

The Honorable Marlin Kuykendall
Prescott City Government
201 S. Cortez
Prescott, Arizona 86303

Dear Mayor Kuykendall:

I would like to request that the City of Prescott endorse the Save Arizona's Forest Environment (SAFE) Plan. As you know, Prescott is fortunate to be surrounded by the Ponderosa Pine Forest providing for magnificent views, wonderful recreation and economic opportunities that all Arizona citizens enjoy. However, I believe that there is also a great threat to our state from catastrophic wildfire if we do not begin to take action to properly manage our forest. These types of events threaten the lives of rural communities and cost tax payers millions of dollars in suppression and clean up.

During the legislative session the Senate took action to endorse the SAFE Plan because the members realize the importance of a healthy forest and ecosystem for rural Arizona. The SAFE plan is a common sense approach to correct our overgrown forest. It is a plan focused on creating jobs for private business by allowing the timber and cattle industry to go back to work. It opens up opportunities for rural Arizona to enjoy a healthy forest without the threat of large catastrophic wildfires.

Last summer, the White Mountain communities faced the largest wildfire in the state of Arizona. The people of those communities are still dealing with the aftermath of the fire. The landscape and ecosystem have changed for a lifetime and it will be several more years of fire-related issues to address. I urge the City of Prescott to endorse the Safe Arizona's Forest Environment Plan.

I believe it is necessary that we change the management of our public lands to better suit the communities and people we represent. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Steve Pierce".

Steve Pierce
State Senator – District 1

SP/an

RESOLUTION NO. 4140-1250

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, IN SUPPORT OF THE GOALS OF THE "SAVE ARIZONA'S FOREST ENVIRONMENT (SAFE) PLAN"

RECITALS:

WHEREAS, national forests within Arizona are an invaluable resource to the State and its citizens, offering recreational opportunities, timberlands, wildlife habitat, and livestock forage; and

WHEREAS, in recent years, regulations, management practices, and litigation involving our national forests have drastically reduced timber harvests and increased the accumulation of naturally growing fuels which have, in turn, contributed to the occurrence of ever-larger and more destructive forest fires; and

WHEREAS, recent "mega-fires" alone, notably the Rodeo-Chediski Fire, Wallow Fire, Horseshoe Fire, Murphy Complex Fire, Monument Fire, Arlene Fire and the Bull Fire, have collectively burned in excess of 1,346,000 acres, destroying wildlife habitat, timberlands, livestock forage, recreational lands, and private property; and

WHEREAS, in those Arizona counties where lands within national forests are used for livestock production, cattle populations have fallen from 300,000 in 1993 to 203,000 in 2010, with one-half of that decline estimated to have resulted from unduly restrictive regulations, management practices, and litigation; and

WHEREAS, these losses have had dire economic consequences throughout the State of Arizona and, particularly, in those resource-based communities located in the vicinity of the national forests; and

WHEREAS, fundamental changes to current laws, regulations, and management practices are urgently needed to expedite and expand fuels reduction and forest restoration, streamline forest planning, and minimize costly and time-consuming litigation; and

WHEREAS, the "Save Arizona's Forest Environment (SAFE) Plan" proposed by the Arizona Cattle Growers' Association identifies specific policy, regulatory and managerial changes which, if adopted, would promote forest health, restore sustainable levels of timber harvesting and livestock production, and stimulate economic activity statewide in our resource-based communities.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby supports the goals of the "Save Arizona's Forest Environment (SAFE) Plan" and urges prompt consideration and implementation of the specific proposals set forth therein.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 26th day of June, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

II-N

COUNCIL AGENDA MEMO – June 26, 2012	
DEPARTMENT:	City Manager
AGENDA ITEM:	Appointment of Interim City Clerk

Approved By:	Date:
City Manager: Craig McConnell 	6-20-12

Summary

By letter dated June 15, 2012, City Clerk Elizabeth Burke announced her resignation, effective July 1, 2012. According to Article IV, Section 2, of the City Charter:

The council shall appoint an officer of the city, who shall have the title of city clerk, and who shall give notice of all council meetings, keep the journal of the council's proceedings, authenticate by his signature and record in full in books kept for the purposes all ordinances and resolutions, and shall perform such other duties as shall be required by this charter or by ordinance. He will serve at the pleasure of the council.

During recruitment of the soon to be vacant position, it would be appropriate to formally designate an Interim City Clerk to maintain the proper conduct of official business.

Recommended Action: MOVE to appoint _____ as Interim City Clerk effective July 1, 2012 ... (motion to be completed at meeting).
--

COUNCIL AGENDA MEMO – June 26, 2012	
DEPARTMENT: Legal	
AGENDA ITEM: Adoption of Ordinance No. 4837-1237 approving an Amendment to the "Amended Effluent Sales Agreement", City Contract #97-162A	

Date:

Approved By:

Department Head: Gary D. Kidd, City Attorney	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	6-21-12

Background

In the bankruptcy filed by the Hassayampa Golf Club (HGC), a new entity, Hassayampa Club Partners, LLLP, (HCP) an Arnold Palmer Golf Management/Century Golf subsidiary, proposes to buy the Golf Club assets and resume payments to the City as required by the Amended Effluent Sales Agreement. Under the terms of said Agreement, the City is the owner of the Hassayampa Wastewater Treatment Plant and provides untreated wastewater for processing at the Plant to provide effluent for the golf course. The City is also named in the Aquifer Protection Permit authorizing the operation of the Plant. The original Agreement has a 20 year term from June 13, 2000, and may be extended for two additional 20 year terms.

Attached is a draft amendment to City Contract #97-162A. It is anticipated that the final amendment will be substantially the same as this draft, and be available at or before the Council meeting on June 26th.

Under the bankruptcy plan, HCP will be responsible for operating, maintaining, and making improvements to the Plant as necessary. HCP will also continue regular payments on four Hassayampa Facilities District assessments that remain on the Golf Club property, and that funded construction of the Plant.

Within 90 days of approval of the bankruptcy plan, HCP will become current on a delinquent effluent sales Agreement payment of \$20,623. HCP will then continue making regular annual payments as required by the Agreement; the next full annual payment of \$34,293.16 will be due in August 2012. The annual payments are subject to CPI adjustments.

HCP will also make the regular May 2012 Facilities District assessment payment of \$66,620.66 to become current within 30 days after the plan is confirmed. A November 2012 payment of \$22,197.99 and all other regular May and November payments will be made according to the original terms of the Facilities District assessments.

Agenda Item: Adoption of Ordinance No. 4837-1237 approving an Amendment to the "Amended Effluent Sales Agreement", City Contract #97-162A

As part of the bankruptcy, HCP will also reestablish a sinking fund that was established by the Agreement to make capital improvements to the Plant. The most recent amendments to the Agreement, agreed to as part of HGC's bankruptcy and HCP's new role as owner and operator, provide for the following:

- After the bankruptcy is approved, HCP will deposit \$25,000 into a separate account for initial repairs to the Plant.
- Within 60 days after the bankruptcy is approved, the City and HCP will jointly develop a list of prioritized repairs to be made to the Plant with the \$25,000, which are to be completed by HCP within one year.
- HCP will renew a separate sinking fund of \$100,000 by depositing \$4,600 each month into it.
- On an ongoing basis HCP will maintain the sinking fund at a \$100,000 level with monthly deposits of \$4,600.
- The sinking fund is to be used only for capital asset purchases or improvements, for costs to close the Plant, and not for any routine operation or maintenance.
- If any Plant deficiencies exist that may result in a violation of the City's permit to operate the Plant, HCP is to make funds available in addition to the sinking fund to remedy such deficiencies.
- HCP shall provide the City with monthly account statements for the separate accounts for initial repairs and sinking fund capital items.
- HCP will provide the City with detailed invoices for initial repairs and for capital items from the sinking fund.
- HCP will fully comply with and operate the plant in accordance with all federal, state, and local laws.

Fiscal Impact

No cost to the City. The amendment will strengthen the relationship between the Plant operator (HCP) and owner (the City), improve the financial footing for the production and sale of effluent, and reduce exposure of the City with respect to possible operational/permit issues.

Recommended Action: MOVE to adopt Ordinance No. 4837-1237.

Amendment to Amended Effluent Agreement

WHEREAS, the City of Prescott (hereinafter referred to as "City") and Hassayampa Golf Club, Inc. (HGC), are parties to a certain contract between the parties, known as the Amended Effluent Sales Agreement, Contract #97-162A originally dated June 13, 2000 ("Agreement" herein); and

WHEREAS, the City owns and is the permittee of a facility known as the Hassayampa Village Water Reclamation Plant ("Plant" herein), which is operated by HGC pursuant to the Agreement;

WHEREAS, Hassayampa Club Partners, LLLP ("HCP" herein) intends to assume the Agreement referenced above as part of the Plan of Reorganization filed by Hassayampa Golf Club, Inc. in Case No. 2:12-bk-06605-RTBP; and

WHEREAS, the City of Prescott ("City" herein) and HCP as assignee and successor in interest to Hassayampa Golf Club, Inc. to the Agreement desire to amend such Agreement.

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. **EFFECTIVE DATE** – The effective date of this Amendment to the Agreement shall be the date thirty days after the date of an order of confirmation of the Debtors Plan of Reorganization (the "Bankruptcy Plan") in the bankruptcy case styled as Hassayampa Golf Club, Inc. Case No. 2:12-bk-06605-RTBP. This Amendment shall be void if an order of confirmation is not entered in such bankruptcy by June 25, 2013.
2. **INITIAL DEPOSIT OF \$25,000** – Within fifteen (15) days after the effective date of this Amendment, HCP shall deposit into an FDIC insured financial institution, which is also registered with the Arizona Corporation Commission as a domestic entity, the sum of \$25,000 into a separate identifiable account for repairs, maintenance and improvements to the Plant, which funds shall be used as further described herein.
 - a. Within sixty (60) days of the effective date of this Amendment, HCP shall develop jointly with the City a written list of repairs, maintenance, or improvements to be made by HCP to the Plant, including the date when the parties anticipate such work is to be/shall be completed and the order of priority in which HCP is to perform such work.
 - b. Within 30 days after development of the list of repairs, maintenance, or improvements to be made to the Plant as referenced in paragraph 2 herein, HCP shall commence such work in the order of priority as set forth therein.
 - c. HCP shall complete such repairs, maintenance, or improvements to be made to the Plant, within one-year.
 - d. Within 30 days of the completion of any work performed pursuant to paragraph 2 herein, HCP shall provide to the City with complete documentation, which shall include detailed invoices showing complete vendor information, the specific work completed, specific equipment installed, etc., to enable the City to determine the full nature of the work and whether any such work is identical to or the equivalent of the work that has been agreed to by the parties for all expenditures made from the \$25,000 deposited in the account referenced herein.
 - e. Nothing shall prevent HCP from making other such repairs, maintenance or improvements to the Plant but such other work that is not identical to the work agreed to by the parties or the equivalent thereof shall not be paid out of the \$25,000 to be deposited by HCP pursuant to this paragraph 2, unless such work represents a more immediate need, as agreed by the parties, in which case the costs may be paid out of the \$25,000.

- f. Any funds remaining after HCP has completed the repair, maintenance or improvements on the initial list shall be deposited into the sinking fund referenced in paragraph 3 of this Amendment.
 - g. Any repairs, maintenance or improvements to the Plant from the list referenced in this paragraph 2 that are not completed with the \$25,000 initial deposit, and except as set forth herein after in this paragraph, in the following sentence, all other capital improvements, purchases, repairs or replacements required pursuant to this Agreement as described in 7.e below, shall be satisfied solely from sinking fund monies referenced in paragraph 3. Notwithstanding the preceeding, if there are insufficient funds in the sinking fund account to pay for capital improvements, purchases, repairs or replacements that are required to maintain compliance with the aquifer protection permit for which the Plant, as one component of the City's overall wastewater treatment system, the City is obligated, HGC will use its best efforts to cause such capital improvements, purchases, repairs or replacements, as applicable, to be made within a reasonable time period after receiving written notice of such item.
 - h. Within 30 days of the end of each month, HCP shall supply to the City Public Works Department, monthly statements for the account referenced herein into which the \$25,000 is to be deposited.
3. **"SINKING FUND" REPLENISHMENT AND USE** – The parties agree that Section 4.c of the Agreement shall be deleted and replaced with the following:
- a. Within fifteen (15) days after the effective date of this Amendment, HCP shall establish a sinking fund at an FDIC insured financial institution that is also registered with the Arizona Corporation Commission as a domestic entity (or otherwise authorized to transact business in Arizona), by initially depositing \$4,600 into such account. HCP will additionally deliver to City a copy of the deed transferring the Hassayampa Golf Club to HCP.
 - b. HCP shall deposit an additional amount of \$4,600 each and every month after the initial deposit referenced in paragraph 3.a, until such sinking fund account reaches a balance of \$100,000, after any expenditures have been made from such fund.
 - c. If the balance of the sinking fund falls below \$100,000, HCP shall replenish such fund and make additional deposits of \$4,600 per month until such fund again reaches a balance of \$100,000, after any expenditures from such fund.
 - d. The sinking fund amounts shall be used only for capital asset purchases, improvements, replacements and/or repairs and shall not be used to fund routine operation and maintenance of the Hassayampa Wastewater Treatment Plant, including routine operation and maintenance of the wastewater conveyance system from the point of delivery at Mile High Middle School as described by the Amended Effluent Sales Agreement. The sinking fund may also be use for costs to close or discontinue operation of the Plant. "Operation and maintenance" are defined in Paragraph 4.b. of that Agreement.
 - e. Capital asset purchases, improvements, replacements and/or repairs for purposes of this Amendment shall mean and include land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, infrastructure, including repairs (provided it meets the definition herein of a "capital" repair) and/or replacements of the foregoing, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period of a year. (Government Accounting Standards Board, Statement 34, par. 19.)
 - f. If the City requests in writing that HCP supply such documents, within 30 days of the date of such request HCP shall provide to the City copies of specific invoices which shall include detailed

invoices showing complete vendor information, the specific work completed, specific equipment installed, etc., to enable the City to determine and verify whether the purchase or expenditures have been for capital asset purchases, improvements, replacements and/or repairs.

- g. HCP shall supply the City with monthly statements of the separately established sinking fund account to allow the City to monitor expenditures and deposits of the account.
4. **NOTICE** - Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage or certified mail, at the following addresses:

City of Prescott
Public Works Director
433 North Virginia Street
Prescott, AZ 86301

Hassayampa Club Partners LLLP
c/o Century Golf Partners
5080 Spectrum Drive, Suite 1100 E
Addison, TX 75001
Attention: Doug Howe

Copy to:
City Manager
221 S. Cortez Street
Prescott, AZ 86302

Copy to:
Addison Law Firm
14901 Quorum Drive, Suite 650
Dallas, TX 75254
Attention: Dallas Addison

If mailed, delivery of such notice shall be complete upon placing such notice in the U.S. mail, postage prepaid, addressed to the other party at the address provided herein.

5. **APPLICABLE LAWS** - This Agreement shall be construed under the laws of the State of Arizona.
6. **COMPLIANCE WITH LAWS** - The City and Hassayampa Club Partners, LLLP shall fully comply with all federal, state and local statutes, regulations, permits, approvals and restrictions, any legal entitlement and any other rule, regulation, requirement, guideline, permit, action, determination or order of any governmental body having jurisdiction, that is/are applicable to the collection, handling, transport, processing, storage or disposal of sewage and related byproducts including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, building codes, non-discrimination and the payment of minimum wages. The City has not received any notices of and is not currently aware of any violations of any of the items set forth in the prior sentence.
7. **ESTOPPEL** - City agrees that HGC is responsible for all liabilities and obligations under the Agreement for the period prior to the assignment of the Agreement to HCP, and HCP shall be responsible for all liabilities and obligations under the Agreement for the period after the assignment of the Agreement to HCP. To the best of the City's reasonable knowledge, except for the "Exceptions" noted below, item (c) of which is being addressed pursuant to the Bankruptcy Plan and items (a) and (b) of which are addressed in this Amendment, (i) the Agreement is not currently in default, and (ii) the City is not aware of any facts or circumstances which, with the giving of notice or passage of time or both, would constitute a default under the Agreement. "Exceptions" to the above estoppel are as follows:
- Items noted on document "Hassayampa Deficiencies" dated 6/15/12 (attached as Exhibit A);
 - Items noted on document "Repairs to Meet State Regulations, and Maintenance to Be Done to Produce Water 2012", initialed "10/10/11 TAL" (attached as Exhibit B);
 - Current default in the Amended Effluent Agreement payment in the amount of \$20,623.52, since August 2011.

8. **NO OTHER CHANGES** - Except as set forth in this Amendment, all other terms of the Agreement remain unchanged and the Agreement remains in full force and effect.

DATED this ____ day of _____, 2012.

CITY OF PRESCOTT

Hassayampa Club Partners, LLLP

Marlin Kuykendall, Mayor

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Elizabeth Burke, City Clerk

Gary D. Kidd, City Attorney

DRAFT

I-P

COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT: Community Development

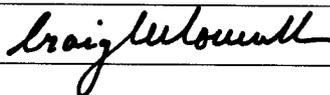
AGENDA ITEM: Discussion of amending City Code Sections 8-2-3 and 8-2-4 to limit campaign signs in certain public rights-of-way

Approved By:

Date:

Department Head: Tom Guice

City Manager: Craig McConnell



6-21-12

BACKGROUND

Arizona Revised Statutes were amended last year to prohibit municipalities from banning campaign signs in public rights-of-way. Prescott, along with many other municipalities, has a ban of this type in its City Code. A provision of the statute (below) allows municipalities to declare certain parts of their communities as "campaign sign free zones" based upon a determination that such zones are essential to tourism. To declare a "campaign sign free zone," the City is required to adopt a resolution expressing the intent of the City Council and describing the reasons for the need for such a zone.

A.R.S 16-1019

F. Subsection C does not apply to commercial tourism, commercial resort and hotel sign free zones as those zones are designated by municipalities. The total area of those zones shall not be larger than three square miles, and each zone shall be identified as a specific contiguous area where, by resolution of the municipal governing body, the municipality has determined that based on a predominance of commercial tourism, resort and hotel uses within the zone the placement of political signs within the rights-of-way in the zone will detract from the scenic and aesthetic appeal of the area within the zone and deter its appeal to tourists. Not more than two zones may be identified within a municipality.

Last month the Unified Development Code Committee (UDC) deliberated on the desirability of creating one or more "campaign sign free zones" along major entry routes into the City to eliminate a concern that if uncontrolled such signs will adversely affect tourism. At that time reasons were presented why some municipalities have created these zones, and several photo mock-ups were displayed to demonstrate the potential visual implications of campaign signs in rights-of-way, particularly in our downtown area.

The UDC members heard several options for how and to where campaign sign controls might be applied to Prescott. The options included creating a zone in Prescott's downtown around the Courthouse Plaza, creating a zone covering the whole of downtown, and creating a zone over the public park known as Honor Park at the junction of Gurley Street and Sheldon Street. A consensus was reached by UDC members to create a campaign sign free zone covering the core streets in the downtown and the main roadway corridors leading into the City, to avoid a detracting proliferation of campaign signs along these routes.

Agenda Item: Discussion of amending City Code Sections 8-2-3 and 8-2-4 to limit campaign signs in certain public rights-of-way

The UDC members emphasized that nothing discussed as proposed Code changes would inhibit any private property owner from placing campaign signs on their private property in compliance with current state and local laws.

Research by the City Legal Department found no legal precedent or rulings to indicate that creation of "campaign sign free zones" in accordance with the statute would violate state or federal constitutional free speech protections. It is notable that prior to adoption of the statute, the outright prohibition of political signs in public rights-of-way was found to be constitutional by various courts.

The campaign sign free zone, as proposed, would cover the area represented by the full widths of the rights-of-way along the lengths of the streets shaded on the attached map. Placement of campaign signs would be prohibited within the parkways, landscaping, and sidewalks of the street rights-of-way. The rights-of-way involved constitute all of the access routes taken by tourists entering Prescott. Because these are all connected, they arguably constitute a single zone (area) for the purpose of the A.R.S. requirements.

Section 8-2-3 of the City Code (Use of City Right of Way) would need to be amended by adding a new paragraph (E):

"(E) No person shall place, maintain or cause to be placed or maintained a campaign sign on or in any public right of way within any established Campaign Sign Free Zone, as may be established by the City Council pursuant to applicable state statutes."

Section 8-2-4 (Exemptions) would also need to be amended to add a new paragraph "(R)" with language from the state statute addressing exempt campaign signs in the right-of-way, substantially as follows:

(R) Campaign Signs provide, however, that they meet the following criteria:

- 1. The sign supports or opposes a candidate for public office or it supports or opposes a ballot measure.*
- 2. The sign is not placed in a location that is hazardous to public safety, obstructs clear vision in the area or interferes with the requirements of the Americans with disabilities act.*
- 3. The sign has a maximum area of sixteen square feet, if the sign is located in an area zoned for residential use, or a maximum area of thirty-two square feet if the sign is located in any other area.*
- 4. The sign contains the name and telephone number of the candidate or campaign committee contact person.*

Agenda Item: Discussion of amending City Code Sections 8-2-3 and 8-2-4 to limit campaign signs in certain public rights-of-way

PUBLIC PROCESS, EFFECTIVE DATE, AND CURRENT ELECTION CYCLE

Even with the new statute, because of associated legal considerations regarding interpretation of it, as well as the sensitivity of the subject matter, a very deliberate public process would be recommended for any ordinance proposing to regulate campaign signs.

Since campaign signs are already in place within the rights-of-way designated on the attached map, if the City Code was amended during the current election cycle to limit campaign signs in these rights-of-way, in the absence of a legally enforceable retroactivity provision it would appear to be impractical to attempt to enforce such a prohibition until after this cycle. More discussion is needed on this aspect.

Finally, it should be noted that ordinances amending the City Code are effective 30 days thereafter, or immediately if an emergency clause is included.

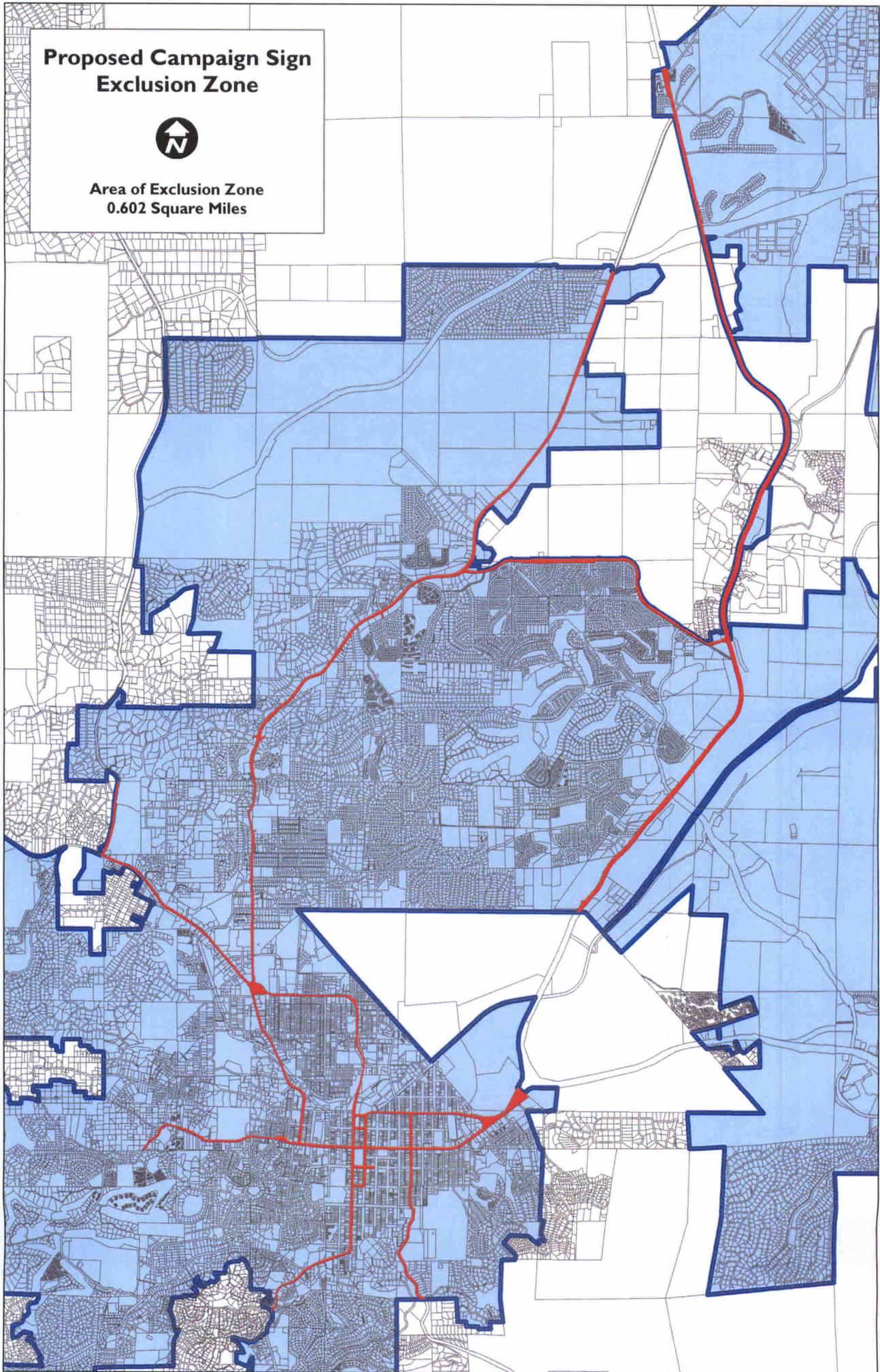
Attachment - Right-of-way map showing proposed areas of exclusion

Recommended Action: Item for Council discussion/direction only; no formal action proposed.

**Proposed Campaign Sign
Exclusion Zone**



**Area of Exclusion Zone
0.602 Square Miles**





COUNCIL AGENDA MEMO – June 26, 2012

DEPARTMENT: Budget and Finance

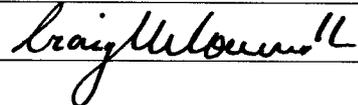
AGENDA ITEM: Public Hearing on FY 2013 Budget, Expenditure Limitation and Tax Levy and Resolution No. 4139-1249 adopting Final Fiscal Year 2013 Budget, Expenditure Limitation, City Job Roster, and Identification of Unfunded Capital Projects

Approved By:

Date:

Department Head: Mark Woodfill, Finance Director

City Manager: Craig McConnell



6-20-12

BACKGROUND

The Fiscal Year 2013 (FY13) budget process started October 4, 2011, with a series of workshops and culminated with the May 17 and May 24 workshops which outlined the FY 13 operating and capital components of the budget. On June 12, 2012, the Council adopted the Tentative Budget for FY 13 and set the public hearing for the budget, expenditure limitation and property tax levy for June 26, 2012.

ITEM

This is the next step in the Fiscal Year 2013 budget process which includes:

- Public hearing on the Fiscal Year 2013 Budget and related items (June 26, 2012, regular meeting)
 - Budget
 - Expenditure Limitation
 - Property Tax Levy
- Following the public hearing at the regular meeting on June 26, 2012, a special meeting will be convened at which Council will consider Resolution No. 4139-1249 which
 - Establishes the FY13 Budget
 - Sets the FY13 Expenditure Limitation
 - Approves the City Job Roster
 - Identifies Unfunded Capital Projects

SUMMARY OF THE FY13 BUDGET

	FY12	FY13	%
	Budget	Budget	Change
Operating	77,804,538	77,382,169	-0.5%
Capital Outlay/Projects	84,802,593	82,677,127	-2.5%
Total	162,607,131	160,059,296	-1.6%

Agenda Item: Public Hearing on Fiscal Year 2013 Budget, Expenditure Limitation and Tax Levy and Resolution Adopting Final FY 2013 Budget, Expenditure Limitation, City Job Roster, and Identification of Unfunded Capital Projects

In November 2009 City voters approved the "Home Rule Option" which requires the setting of spending limit each year as part of the budget process. Resolution No. 4139-1249 includes establishment of the Expenditure Limit for FY13 at \$160,059,296.

Attached for your review and consideration are:

- Resolution No. 4139-1249
- FY13 Budget Forms
- City's Complete Job Roster and Pay Scale
- Unfunded Capital Projects

At the July 10, 2012, Council Meeting the Council will consider the FY13 property tax levies.

Recommended Action:

Regular Meeting: Hold Public Hearing and **MOVE** to close the Public Hearing.

Special Meeting: **MOVE** to adopt Resolution No. 4139-1249.

RESOLUTION NO. 4139-1249

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, FINALLY DETERMINING AND ADOPTING ESTIMATES OF PROPOSED EXPENDITURES FOR THE FISCAL YEAR 2013, DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR, ESTABLISHING THE EXPENDITURE LIMITATION, AND APPROVING AND UPDATING THE JOB ROSTER FOR THE CITY OF PRESCOTT, AND SETTING FORTH ITS DETERMINATION AS TO UNFUNDED CAPITAL AND OTHER UNFUNDED BUDGETARY REQUESTS

RECITALS:

WHEREAS, in accordance with the Provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes, the City Council did, on the 12th day of June, 2012, make an estimate of the different amounts required to meet the public expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Prescott; and

WHEREAS, in accordance with said sections of said title, and following due public notice, the Council met on June 26, 2012, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures, establishing the expenditure limitation, or tax levies; and

WHEREAS, the City Job Roster is included in the accompanying exhibit and the Council wishes to update its job roster and approve the job roster as provided by the Prescott City Charter; and

WHEREAS, Unfunded Capital Projects are included in the accompanying exhibits to this resolution and such projects have been determined not to be funded by the City of Prescott in the 2013 fiscal year; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on July 10, 2012, in Prescott City Council Chambers at 201 South Cortez Street, Prescott, Arizona for the purpose of making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by primary taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in Arizona Revised Statutes, Title 42, Section 17051.A.

ENACTMENTS:

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

SECTION 1. THAT, the said estimates of revenue and expenditures shown on the accompanying schedules as now increased, reduced or changed by and the same are hereby adopted as the budget of the City of Prescott for the fiscal year 2013.

SECTION 2. THAT, the expenditure limitation for the City of Prescott for fiscal year 2012 be established at \$160,059,296.

SECTION 3. THAT, the Roster of Jobs shown in the attached accompanying exhibit be adopted and approved by the City of Prescott and in accordance with Article IV of the Prescott City Charter.

SECTION 4. THAT, the Council in its legislative discretion, has reviewed the budgetary items referred to in the annual budget proposals as "Unfunded Capital," which items are referred to in the accompanying exhibit referenced as Unfunded Capital, has exercised its legislative discretion in determining available funding and resources for the purchase of equipment, personnel, construction, reconstruction or maintenance of the unfunded proposals and projects contained in or referred to in the "Unfunded Capital" exhibit. Further, the City Council has exercised its budgetary and legislative discretion with respect to its decision not to provide governmental funding or services for the Unfunded Capital items, as well as for the requested equipment, personnel, construction or maintenance of facilities or capital items requested in departmental budgetary proposals considered by the Council in its annual budget retreat and its review of the budget proposals of each city department, (including all proposals for capital funding and the decision not to fund, to repair, to improve, maintain, reconstruct these capital items. The Council has determined not to spend existing resources for the purchase of equipment, personnel, construction, reconstruction or maintenance of the unfunded proposal and unfunded projects requested by the City departments. This determination constitutes a decision by the City Council not to provide the resources necessary for such unfunded proposals as well as the determination of which capital projects are to be funded, including specifically the decision as to which streets, sidewalks, sanitary sewers, and parking lots will be repaired, maintained, and reconstructed or otherwise funded and those that will not, in the exercise of the Council's budgetary discretion, for the ensuing fiscal year.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 26th day of June, 2012.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

CITY OF PRESCOTT, ARIZONA
 Summary Schedule of Estimated Revenues and Expenditures/Expenses
 Fiscal Year 2013

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2012	ACTUAL EXPENDITURES/EXPENSES** 2012	FUND BALANCE/NET ASSETS*** July 1, 2012**	PROPERTY TAX REVENUES 2013		ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2013	OTHER FINANCING 2013		INTERFUND TRANSFERS 2013		TOTAL FINANCIAL RESOURCES AVAILABLE 2013	BUDGETED EXPENDITURES/EXPENSES 2013
				Primary:	Secondary:		SOURCES	<USES>	IN	<OUT>		
1. General Fund	\$ 30,232,488	\$ 29,129,638	\$ 15,829,797	\$ 1,095,856	\$ 28,596,140	\$ 20,000	\$ 590,183	\$ 44,951,610	\$ 29,983,800		\$ 44,951,610	\$ 29,983,800
2. Special Revenue Funds	43,896,538	27,684,368	20,504,352		21,767,113	410,240	76,480	42,605,225	34,336,039		42,605,225	34,336,039
3. Debt Service Funds Available	3,003,209	1,973,889		1,584,975	1,392,635			2,977,610	2,969,610		2,977,610	2,969,610
4. Less: Amounts for Future Debt Retirement												
5. Total Debt Service Funds	3,003,209	1,973,889		1,584,975	1,392,635			2,977,610	2,969,610		2,977,610	2,969,610
6. Capital Projects Funds												
7. Permanent Funds	408,482	407,471										
8. Enterprise Funds Available	75,841,948	50,074,486	25,573,472		46,061,391	236,423		83,490,737	83,382,116		83,490,737	83,382,116
9. Less: Amounts for Future Debt Retirement												
10. Total Enterprise Funds	75,841,948	50,074,486	25,573,472		46,061,391	236,423		83,490,737	83,382,116		83,490,737	83,382,116
11. Internal Service Funds	9,224,466	7,237,359	4,488,673		6,835,661			11,424,334	9,387,731		11,424,334	9,387,731
12. TOTAL ALL FUNDS	\$ 162,607,131	\$ 116,507,210	\$ 66,396,294	\$ 2,680,831	\$ 104,752,940	\$ 666,663	\$ 666,663	\$ 185,449,516	\$ 160,059,296		\$ 185,449,516	\$ 160,059,296

EXPENDITURE LIMITATION COMPARISON

	2012	2013
1. Budgeted expenditures/expenses	\$ 162,607,131	\$ 160,059,296
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	162,607,131	160,059,296
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 162,607,131	\$ 160,059,296
6. EEC or voter-approved alternative expenditure limitation		

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Asset amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF PRESCOTT, ARIZONA
Summary of Tax Levy and Tax Rate Information
Fiscal Year 2013

	2012	2013
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 1,415,244	\$ 1,472,037
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 1,255,878	\$ 1,095,856
B. Secondary property taxes	1,583,350	1,584,975
C. Total property tax levy amounts	\$ 2,839,228	\$ 2,680,831
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ 1,218,202	
(2) Prior years' levies	37,676	
(3) Total primary property taxes	\$ 1,255,878	
B. Secondary property taxes		
(1) Current year's levy	\$ 1,532,683	
(2) Prior years' levies	50,667	
(3) Total secondary property taxes	\$ 1,583,350	
C. Total property taxes collected	\$ 2,839,227	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.1978	0.1978
(2) Secondary property tax rate	0.2455	0.2854
(3) Total city/town tax rate	0.4433	0.4832

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the City of Prescott did not operate any special assessment districts for which secondary property taxes are levied.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

SOURCE OF REVENUES	ESTIMATED REVENUES 2012	ACTUAL REVENUES* 2012	ESTIMATED REVENUES 2013
GENERAL FUND			
Local taxes			
Privilege and Use Tax	\$ 11,924,000	\$ 12,051,000	\$ 12,625,000
Franchise Taxes	1,735,747	1,669,021	1,719,092
Licenses and permits	306,600	333,516	332,600
Intergovernmental			
State	8,492,939	8,492,939	9,471,571
Local Jurisdictions	2,126,637	2,030,336	2,189,619
Charges for services	1,089,850	1,137,343	1,399,458
Fines and forfeits	450,750	505,300	504,800
Interest on investments	324,500	263,100	263,250
In-lieu property taxes	67,000	67,000	67,000
Miscellaneous	26,450	52,351	23,750
Total General Fund	\$ 26,544,473	\$ 26,601,906	\$ 28,596,140
SPECIAL REVENUE FUNDS			
Streets and Open Space Funds			
Streets and Open Space Tax	\$ 11,545,000	\$ 11,449,000	\$ 12,076,486
Intergovernmental - Federal	680,000	201,568	
Intergovernmental - State	2,577,894	2,656,256	2,808,792
Intergovernmental - County	2,174,800	187,188	960,000
Intergovernmental - Local Jurisdictions	7,800	28	
Interest Earned	50,000	175,000	50,000
Miscellaneous	536,109	600,769	654,901
	\$ 17,571,603	\$ 15,269,809	\$ 16,550,179
Transient Occupancy Tax			
Transient Occupancy Tax	\$ 526,624	\$ 541,441	\$ 557,684
Fees/Donations	123,500	143,000	
Miscellaneous	1,500	1,500	1,500
	\$ 651,624	\$ 685,941	\$ 559,184
Impact Fee Fund			
Impact Fees	\$ 564,725	\$ 353,440	\$ 306,120
Miscellaneous	76,710	60,704	61,058
	\$ 641,435	\$ 414,144	\$ 367,178
Grants Fund			
Miscellaneous Grants	5,572,458	3,284,378	4,280,572
	\$ 5,572,458	\$ 3,284,378	\$ 4,280,572
Acker Trust			
Interest Earned	10,000	10,000	10,000
	\$ 10,000	\$ 10,000	\$ 10,000
Total Special Revenue Funds	\$ 24,447,120	\$ 19,664,272	\$ 21,767,113

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

<u>SOURCE OF REVENUES</u>	<u>ESTIMATED REVENUES 2012</u>	<u>ACTUAL REVENUES* 2012</u>	<u>ESTIMATED REVENUES 2013</u>
DEBT SERVICE FUNDS			
Special Assessments	\$ 1,360,044	\$ 1,360,044	\$ 1,340,044
Interest Earned	74,065	67,065	52,591
Total Debt Service Funds	\$ 1,434,109	\$ 1,427,109	\$ 1,392,635
ENTERPRISE FUNDS			
Water	\$ 16,246,099	\$ 16,270,164	\$ 16,093,795
Wastewater	8,979,404	8,970,908	9,840,700
Solid Waste/Transfer Station	8,186,900	8,267,692	8,294,520
Golf Course	2,824,478	2,675,694	2,895,740
Airport	10,574,818	5,061,763	8,936,636
Parking Garage	40,540	41,523	
Total Enterprise Funds	\$ 46,852,239	\$ 41,287,744	\$ 46,061,391
INTERNAL SERVICE FUNDS			
Fleet Maintenance	\$ 1,751,468	\$ 1,790,468	\$ 1,941,000
Self-Insurance	2,146,127	2,121,127	2,257,978
Facilities Maintenance	1,052,160	1,814,316	1,616,735
Engineering	1,833,183	1,052,160	1,119,948
Total Internal Service Funds	\$ 6,782,938	\$ 6,778,071	\$ 6,935,661
TOTAL ALL FUNDS	\$ 106,060,879	\$ 95,759,102	\$ 104,752,940

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2013

FUND	OTHER FINANCING 2013		INTERFUND TRANSFERS 2013	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Grants	\$	\$	\$	\$ 590,183
Parking Garage			20,000	
Total General Fund	\$	\$	\$ 20,000	\$ 590,183
SPECIAL REVENUE FUNDS				
Grants	\$	\$	\$ 353,760	\$
Transient Occupancy Tax				20,000
Streets and Open Space			56,480	
Street Impact Fee				56,480
Total Special Revenue Funds	\$	\$	\$ 410,240	\$ 76,480
ENTERPRISE FUNDS				
Airport	\$	\$	\$ 236,423	\$
Water			11,619,451	
Total Enterprise Funds	\$	\$	\$ 236,423	\$
TOTAL ALL FUNDS	\$	\$	\$ 666,663	\$ 666,663

CITY OF PRESCOTT, ARIZONA
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2013

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2012	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2012	ACTUAL EXPENDITURES/ EXPENSES* 2012	BUDGETED EXPENDITURES/ EXPENSES 2013
GENERAL FUND				
City Council	\$ 52,066	\$	\$ 34,699	\$ 39,104
City Clerk	105,681		82,748	78,451
City Court	522,912		484,527	549,961
City Manager	2,545,517		2,540,688	697,175
Legal	282,631		282,581	246,865
Budget & Finance	556,443		466,566	561,948
Field & Facilities				138,381
Administrative Services	608,523		335,144	
Community Development	1,494,238		1,416,526	1,308,228
Parks, Recreation & Library	4,855,207		4,759,098	
Parks & Recreation				3,056,449
Library				2,248,752
Police Department	9,428,774		9,198,828	12,445,791
Fire Department	6,865,658		6,840,026	7,222,605
Regional Dispatch	2,914,838		2,688,208	
Economic Enterprises				1,390,090
Total General Fund	\$ 30,232,488	\$	\$ 29,129,638	\$ 29,983,800
SPECIAL REVENUE FUNDS				
Streets and Open Space	\$ 35,850,323	\$	\$ 23,393,108	\$ 27,446,609
Transient Occupancy Tax	780,468		695,125	611,905
Impact Fee Fund	1,424,475		99,000	1,427,350
Grants Fund	6,046,272	(205,000)	3,497,135	4,634,878
Trust Funds				215,297
Total Special Revenue Funds	\$ 44,101,538	\$ (205,000)	\$ 27,684,368	\$ 34,336,039
DEBT SERVICE FUNDS				
	\$ 3,003,209	\$	\$ 1,973,889	\$ 2,969,610
PERMANENT FUNDS				
Trust Funds	\$ 203,482	\$ 205,000	\$ 407,471	\$
Total Permanent Funds	\$ 203,482	\$ 205,000	\$ 407,471	\$
ENTERPRISE FUNDS				
Water	\$ 34,255,216	\$	\$ 19,746,052	\$ 32,355,874
Wastewater	19,272,161		13,584,238	30,119,790
Solid Waste/Transfer Station	8,690,134		8,689,370	8,944,146
Golf Course	2,821,974		2,817,054	2,841,390
Airport	10,725,278		5,158,921	9,120,916
Parking Garage	77,185		78,851	
Total Enterprise Funds	\$ 75,841,948	\$	\$ 50,074,486	\$ 83,382,116
INTERNAL SERVICE FUNDS				
Fleet Maintenance	\$ 4,196,457	\$	\$ 2,293,520	\$ 4,267,953
Self-Insurance	2,105,121		2,103,753	2,243,329
Engineering	1,856,509		1,814,317	1,618,817
Facilities Maintenance	1,066,379		1,025,769	1,257,632
Total Internal Service Funds	\$ 9,224,466	\$	\$ 7,237,359	\$ 9,387,731
TOTAL ALL FUNDS	\$ 162,607,131	\$	\$ 116,507,210	\$ 160,059,296

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Department of Expenditures/Expenses
Fiscal Year 2013

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2012	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2012	ACTUAL EXPENDITURES/ EXPENSES * 2012	BUDGETED EXPENDITURES/ EXPENSES 2013
Public Works:				
Streets and Open Space	\$ 32,541,450	\$	\$ 20,108,784	\$ 23,605,636
Engineering	1,856,509		1,814,317	1,618,817
Water	34,255,216		19,746,052	32,355,874
Wastewater	19,272,161		13,584,238	30,119,790
Department Total	\$ 87,925,336	\$	\$ 55,253,391	\$ 87,700,117
Field Operations:				
Streets and Open Space	\$ 3,308,873	\$	\$ 3,284,324	\$
Solid Waste/Transfer Station	8,690,134		8,689,370	
Department Total	\$ 11,999,007	\$	\$ 11,973,694	\$
Field & Facilities				
Rodeo Grounds/General Fund	\$	\$	\$	\$ 29,056
Parking Garage/General Fund				104,325
Streets and Open Space				3,840,973
Solid Waste/Transfer Station				8,944,146
Fleet Maintenance				4,267,953
Facilities Maintenance				1,257,632
Department Total	\$	\$	\$	\$ 18,444,085
Airport and Economic Enterprises				
Economic Dev/General Fund	\$	\$	\$	\$ 121,355
Elks/General Fund				257,834
Tourism/General Fund				181,408
Special Events/General Fund				129,493
Airport				9,120,916
Department Total	\$	\$	\$	\$ 9,811,006

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**Fiscal Year 2012-13 Budget
Authorized Positions by Fiscal Year**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	2010-11	2011-12	2012-13	Min	Max	
Mayor and Council						
Mayor	1.000	1.000	1.000	9,000	9,000	0
Councilman	6.000	6.000	6.000	6,000	6,000	0
Total Mayor and Council	7.000	7.000	7.000			
City Clerk						
City Clerk	1.000	1.000	1.000			
Administrative Assistant	0.650	1.000	-	33,675	47,133	53
Deputy City Clerk	-	-	1.000			
Total City Clerk	1.650	2.000	2.000			
City Court						
Senior Court Clerk	1.000	1.000	1.000	28,330	39,666	46
Court Clerk	4.750	4.750	5.000	25,667	35,922	42
Total City Court	5.750	5.750	6.000			
City Manager						
City Manager	1.000	0.750	0.750			
Deputy City Manager	1.000	1.000	1.000			
Assistant to City Council	1.000	1.000	1.000	48,776	68,266	68
Assistant to City Manager	1.000	1.000	-	46,426	64,979	66
Economic Development Specialist	0.250	-	-	39,049	54,668	59
Administrative Assistant	0.150	-	-	33,675	47,133	53
Total City Manager	4.400	3.750	2.750			
Public Communications						
Public Affairs Director	1.000	1.000	1.000	57,970	81,162	75
Public Affairs Coordinator	1.000	-	-	43,098	60,341	63
Total	2.000	1.000	1.000			
Human Resources						
Human Resources Director	1.000	1.000	1.000			
Human Resources Analyst	1.000	1.000	1.000	48,776	68,266	68
Payroll Specialist	1.000	1.000	1.000	48,776	68,266	68
Benefits Specialist	1.000	1.000	1.000	38,106	53,331	58
Payroll Technician	-	-	1.000	33,675	47,133	53
Human Resources Assistant	1.000	1.000	1.000	33,675	47,133	53
Total Human Resources	5.000	5.000	6.000			
Legal Department						
City Attorney	1.000	1.000	1.000			
City Prosecutor	1.000	1.000	1.000	79,914	111,883	88
Chief Assistant City Attorney	1.000	1.000	1.000	79,914	111,883	88
Senior Asst City Attorney	1.000	1.000	1.000	72,384	101,358	84
Police Officer	1.000	1.000	1.000	42,058	58,864	62
Office Manager	1.000	1.000	1.000	38,106	53,331	58
Legal Assistant	1.000	1.000	-	37,170	52,042	57
Legal Secretary	1.500	1.500	1.500	32,053	44,866	51
Total Legal Department	8.500	8.500	7.500			

**Fiscal Year 2012-13 Budget
Authorized Positions by Fiscal Year**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	2010-11	2011-12	2012-13	Min	Max	
CDBG Administration						
Grants Administrator	1.000	1.000	0.670	44,179	61,859	64
Total	1.000	1.000	0.670			
Total General Government	35.300	34.000	32.920			
Budget and Finance Department						
<u>Tax & Licensing</u>						
Assistant Finance Director	-	0.500	0.500	72,384	101,358	84
Privilege Tax Supervisor	1.000	1.000	1.000	51,230	71,739	70
Privilege Tax Auditor	1.000	1.000	1.000	48,776	68,266	68
Tax & Licensing Specialist	1.000	1.000	1.000	48,776	68,266	68
Accounting Clerk	-	-	1.000	26,957	37,752	44
Accounting Technician	2.000	2.000	2.000	33,675	47,133	53
Total	5.000	5.500	6.500			
<u>Accounting Services</u>						
Finance Director	0.900	0.900	0.900			
Assistant Finance Director	1.000	0.500	0.500	72,384	101,358	84
Senior Accountant	1.000	1.000	1.000	51,230	71,739	70
Budget Manager	1.000	1.000	1.000	51,230	71,739	70
Accounting Technician	2.000	2.000	2.000	33,675	47,133	53
Accounting Clerk	1.000	1.000		26,957	37,752	44
Total	6.900	6.400	5.400			
<u>Information Technology</u>						
Finance Director	0.100	0.100	0.100			
IT Manager	1.000	1.000	1.000	72,384	101,358	84
Application Mgr/GIS Coordinator	0.500	0.500	0.500	57,970	81,162	75
Network Engineer	1.000	1.000	1.000	51,230	71,739	70
Help Desk Manager	1.000	1.000	1.000	51,230	71,739	70
Information Technology Tech	1.000	1.000	1.000	33,675	47,133	53
Web Developer	-	-	0.500			
GIS Specialist	1.000	1.000	1.000			
Info Tech Specialist	4.000	4.000	4.000			
Total	9.600	9.600	10.100			
<u>Purchasing</u>						
Facilities Director	0.100	-	-			
Purchasing Manager	1.000	1.000	-	56,555	79,186	74
Total	1.100	1.000	-			
Total Budget and Finance Department	22.600	22.500	22.000			
Field and Facilities						
<u>Rodeo</u>						
Administrative Svcs Director	0.100	0.150	-			
Facilities Manager	-	-	0.150	68,910	96,470	82
Total	0.100	0.150	0.150			
<u>Parking Garage Fund</u>						
Facilities Director	0.100	-	-			
Facilities Manager	-	0.100	0.100	68,910	96,470	82
Total	0.100	0.100	0.100			
Total Field and Facilities	0.200	0.250	0.250			

**Fiscal Year 2012-13 Budget
Authorized Positions by Fiscal Year**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	2010-11	2011-12	2012-13	Min	Max	
Community Development						
<u>Administration/Planning & Zoning</u>						
Comm. Devel. Director	0.500	0.500	0.500			
Planning Manager	0.600	0.600	0.600	60,902	85,259	77
Application Mgr/GIS Coordinator	0.500	0.500	0.500	57,970	81,162	75
Planner	3.000	2.750	1.650	51,230	71,739	70
Grants Administrator	-	-	0.330	45,282	63,398	65
Administrative Assistant	1.000	-	-	33,675	47,133	53
Administrative Specialist	-	1.000	1.000	32,843	45,989	52
Secretary	1.000	1.000	-	26,957	37,752	44
Total	6.600	6.350	4.580			
<u>Building Inspections</u>						
Comm. Devel. Director	0.300	0.300	0.300			
Chief Building Official	1.000	1.000	1.000	60,902	85,259	77
Commercial Specialist	1.000	1.000	-	48,776	68,266	68
Combo Bldg Insp/Plans Examiner	-	-	2.000	48,776	68,266	68
Plans Examiner	1.000	1.000	1.000	44,179	61,859	64
Building Inspector	1.000	1.000	-	38,106	53,331	58
Permit Tech	1.000	1.000	1.000	31,262	43,784	50
Total	5.300	5.300	5.300			
<u>Code Enforcement</u>						
Comm. Devel. Director	0.200	0.200	0.200			
Planning Manager	0.400	0.400	0.400	60,902	85,259	77
Code Enforcement Supervisor	1.000	1.000	1.000	48,776	68,266	68
Code Enforcement Officer	2.000	1.000	1.000	29,037	40,643	47
Total	3.600	2.600	2.600			
Total Community Development	15.500	14.250	12.480			
Parks & Recreation						
<u>Administration</u>						
Recreation Services Director	-	1.000	1.000			
Asst Parks & Rec Director	1.000	-	-	65,582	91,811	80
Recreation Assistant	-	0.092	0.092	26,957	37,752	44
Secretary	0.092	-	-	26,957	37,752	44
Total	1.092	1.092	1.092			
<u>Recreation Programming</u>						
Recreation Supervisor	1.000	1.000	1.000	48,776	68,266	68
ASA/Tournament Supervisor	1.000	1.000	1.000	48,776	68,266	68
Secretary	1.794	1.000	1.000	26,957	37,752	44
Recreation Assistant	-	0.794	0.794	25,043	35,048	41
Total	3.794	3.794	3.794			

**Fiscal Year 2012-13 Budget
Authorized Positions by Fiscal Year**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	2010-11	2011-12	2012-13	Min	Max	
<u>Parks, Trails, and Landscape Maintenance</u>						
Special Projects Supt.	1.000	1.000	1.000	56,555	79,186	77
Parks Maintenance Supt.	1.000	1.000	1.000	56,555	79,186	74
Park Regional Coordinator	2.000	2.000	2.000	42,058	58,864	62
Landscape Coordinator	1.000	0.300	0.300	40,019	56,035	60
Equipment Mechanic	1.000	1.000	1.000	39,042	54,662	59
Turf & Irrigation Coordinator	1.000	1.000	1.000	37,170	52,042	57
Maintenance Technician	3.000	2.300	2.300	32,843	45,989	52
Community Services Worker Monitor	-	-	1.000	26,957	37,752	44
Recreation Assistant			0.114	26,957	37,752	44
Secretary	0.114	0.114	-	26,957	37,752	44
Maintenance Worker	-	-	1.000	25,043	35,048	41
Total	10.114	8.714	10.714			
<u>Lakes Management</u>						
Maintenance Technician	1.000	1.000	1.000	32,843	45,989	52
Maintenance Worker	2.000	2.000	2.000	25,043	35,048	41
Total	3.000	3.000	3.000			
Total Parks, Recreation & Library	18.000	16.600	18.600			
<u>Library</u>						
<u>Library/Library Network</u>						
Library Director	1.000	1.000	1.000	68,910	96,470	82
Assistant Director	1.000	1.000	1.000	56,555	79,186	74
Library Network Manager	1.000	1.000	-	51,230	71,739	70
Manager Support Services	-	1.000	1.000	51,230	71,739	70
Lead Librarian	2.000	2.000	2.000	45,282	63,398	65
Librarian	7.000	7.000	6.000	41,018	57,429	61
Technical Support Specialist	-	1.000	1.000	41,018	57,429	61
Business Manager	1.000	-	-	38,106	53,331	58
Maintenance Technician	1.000	1.000	1.000	32,843	45,989	52
Library Specialist	3.000	2.000	2.000	32,053	44,866	51
Library Assistant	6.000	7.000	7.000	27,643	38,688	45
Custodian	1.000	1.000	1.000	21,590	30,222	35
Total	24.000	25.000	23.000			
<u>Prescott Gateway Branch</u>						
Library Assistant	1.000	-	-	27,643	38,688	45
Total	1.000	-	-			
Total Library	25.000	25.000	23.000			
<u>Police Department</u>						
<u>Administration</u>						
Police Chief	1.000	1.000	1.000			
Lieutenant	1.000	1.000	1.000	76,752	93,413	Police
Police Research Analyst	1.000	1.000	1.000	42,058	58,864	62
Administrative Assistant	1.000	1.000	1.000	33,675	47,133	53
Total	4.000	4.000	4.000			
<u>Records</u>						
Records Supervisor	1.000	1.000	1.000	48,776	68,266	68
Records Clerk	5.000	5.000	5.000	32,053	44,866	51
Total	6.000	6.000	6.000			

**Fiscal Year 2012-13 Budget
Authorized Positions by Fiscal Year**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	2010-11	2011-12	2012-13	Min	Max	
<u>Traffic</u>						
Sergeant	1.000	1.000	1.000	61,485	74,797	Police
Police Officer	4.000	3.000	4.000	42,661	60,736	Police
Parking Control Officer	1.000	1.000	1.000	29,037	40,643	47
Total	6.000	5.000	6.000			
<u>Investigations</u>						
Lieutenant	1.000	1.000	1.000	76,752	93,413	Police
Sergeant	1.000	1.000	1.000	61,485	74,797	Police
Police Officer	7.000	7.000	6.000	42,661	60,736	Police
Property/Evidence Tech	2.000	2.000	1.000	32,053	44,866	51
Crime Scene Investigator	-	-	1.000	32,053	44,866	51
Public Safety Specialist	0.750	0.750	0.750	30,514	42,702	49
Secretary	0.500	0.500	0.500	26,957	37,752	44
Total	12.250	12.250	11.250			
<u>Patrol</u>						
Lieutenant	1.000	1.000	1.000	76,752	93,413	Police
Sergeant	5.000	6.000	7.000	61,485	74,797	Police
Officer	37.000	43.000	41.000	42,661	60,736	Police
Public Safety Specialist	0.500	-	-	30,514	42,702	49
IT Technician	-	0.500	0.500	30,514	42,702	49
Secretary	1.000	1.000	1.000	26,957	37,752	44
Total	44.500	51.500	50.500			
<u>Special Enforcement</u>						
Sergeant	1.000	-	-	61,485	74,797	Police
Officer	4.000	-	-	42,661	60,736	Police
Total	5.000	-	-			
<u>Training</u>						
Sergeant	1.000	1.000	1.000	61,485	74,797	Police
Total	1.000	1.000	1.000			
<u>Community Services</u>						
Sergeant	1.000	2.000	1.000	61,485	74,797	Police
Police Officer	2.000	3.000	5.000	42,661	60,736	Police
Crime Prevention Officer	0.500	0.500	0.500	30,513	36,608	49
Secretary	0.500	0.500	0.500	26,957	37,752	44
Total	4.000	6.000	7.000			
<u>Community Restitution Program</u>						
Com. Serv. Worker Monitor	2.000	2.000	-	26,957	37,752	44
Secretary	0.500	0.500	-	26,957	37,752	44
Total	2.500	2.500	-			
<u>Animal Control</u>						
Supervisor	1.000	1.000	1.000	34,507	41,413	54
Animal Control Officer	2.000	2.000	2.000	29,037	40,643	47
Total	3.000	3.000	3.000			
<u>Regional Communications</u>						
Regional Communications Director	1.000	-	-	65,582	91,811	80
Police Lieutenant	-	1.000	1.000	76,752	93,413	Police
Communications Tech Manager	1.000	1.000	1.000	65,582	91,811	80
Info Tech Specialist	1.000	1.000	1.000			
Communications Supervisor	4.000	4.000	4.000	41,018	57,429	61
Business Manager	1.000	1.000	1.000	38,106	53,331	58
Communications Specialist	22.750	22.750	24.750	33,675	47,133	53
Total	30.750	30.750	32.750			
Total Police Department	119.000	122.000	121.500			

**Fiscal Year 2012-13 Budget
Authorized Positions by Fiscal Year**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	2010-11	2011-12	2012-13	Min	Max	
Fire Department						
<u>Administration</u>						
Fire Chief	1.000	1.000	1.000			
Administrative Assistant	1.000	1.000	1.000	33,675	47,133	53
Secretary	1.000	1.000	1.000	26,962	37,746	44
Total	3.000	3.000	3.000			
<u>Prevention</u>						
Fire Marshal/Division Chief	1.000	1.000	1.000	74,194	103,875	85
Plans Examiner	1.000	1.000	1.000	44,179	61,859	64
Fire Inspector	1.000	1.000	1.000	38,096	53,335	58
Fire Prevention Aide	1.000	1.000	1.000	26,962	37,746	44
Total	4.000	4.000	4.000			
<u>Suppression</u>						
Battalion Chief	3.000	3.000	3.000	80,350	93,995	Fire
Captain	15.000	15.000	15.000	60,424	73,528	Fire
Engineer	18.000	18.000	18.000	49,670	60,424	Fire
Firefighter	21.000	21.000	21.000	39,811	56,638	Fire
Total	57.000	57.000	57.000			
<u>Training</u>						
Training Division Chief	1.000	1.000	1.000	80,350	93,995	Fire
Total	1.000	1.000	1.000			
<u>Fire Vegetation Crew</u>						
Wildland Division Chief	1.000	1.000	1.000	72,384	101,358	84
Wildland Crew Supervisor	1.000	1.000	1.000	48,776	68,266	68
Wildland Captain	1.000	1.000	1.000	42,058	58,864	62
Squad Boss	3.000	3.000	3.000	34,507	48,318	54
Code Enforcement Officer	1.000	1.000	1.000	29,037	40,643	47
Fuels Tech/Wildland Firefighter	3.000	3.000	1.000	27,643	38,688	45
Total	10.000	10.000	8.000			
Total Fire Department	75.000	75.000	73.000			
Economic Enterprises						
<u>Economic Development</u>						
Airport/Economic Initiatives Director	-	-	0.750			
Tourism/Economic Dev Coordinator	-	0.500	0.500	40,025	56,035	60
Total	-	0.500	1.250			
<u>Tourism</u>						
Tourism Director	1.000	1.000	1.000			
Public Affairs Coordinator	-	1.000	-	43,098	60,341	63
Tourism/Economic Dev Coordinator	-	0.500	0.500	40,025	56,035	60
Economic Development Specialist	0.750	-	-	39,049	54,668	59
Marketing Coordinator	-	-	0.750	37,170	52,042	57
Administrative Assistant	0.200	-	-	33,675	47,133	53
Total	1.950	2.500	2.250			
<u>Special Events</u>						
Special Events Manager	1.000	1.000	1.000	43,098	60,341	63
Total	1.000	1.000	1.000			

**Fiscal Year 2012-13 Budget
Authorized Positions by Fiscal Year**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	2010-11	2011-12	2012-13	Min	Max	
<u>Elks Opera House</u>						
Administrative Svcs Director	0.050	0.050	-			
Facilities Director	0.100	-	-			
Business Manager	1.000	1.000	1.000	43,098	60,341	63
Total	1.150	1.050	1.000			
Total Economic Enterprises	4.100	5.050	5.500			
Total General Fund	314.700	314.650	309.250			
Streets and Open Space						
<u>Street Operations</u>						
Field Operations Manager	0.140	-	-			
Field & Facilities Director	-	0.400	0.400			
Street Maintenance Superintendent	1.000	1.000	1.000	56,555	79,186	74
Manager, Support Services	1.000	0.500	0.500	56,555	79,186	74
Street Maintenance Supervisors	3.000	3.000	3.000	48,776	68,266	68
Supv/Bldg Project Supt	1.000	1.000	1.000	48,776	68,266	68
Maintenance Specialist	1.000	1.000	1.000	39,042	54,662	59
Senior Equipment Operator	3.000	3.000	3.000	36,254	50,773	56
Traffic Control Worker	2.000	2.000	2.000	33,675	47,133	53
Maintenance Technician	1.000	1.000	1.000	32,843	45,989	52
Equipment Operator	11.000	11.000	11.000	32,843	45,989	52
Landscape Coordinator	-	0.700	0.700	40,019	56,035	60
Maintenance Technician	-	0.700	0.700	32,843	45,989	52
Utility Worker	0.400	-	-	29,765	41,662	48
Maintenance Worker	4.000	4.000	4.000	25,043	35,048	41
Total	28.540	29.300	29.300			
<u>Transportation Services</u>						
Traffic Engineer	1.000	1.000	1.000	79,914	95,888	88
Traffic Signal Supervisor	1.000	1.000	1.000	51,230	71,739	70
Traffic Engineering Technician	1.000	1.000	1.000	43,098	60,341	63
Traffic Signal Specialist	2.000	2.000	2.000	41,018	57,429	61
Total	5.000	5.000	5.000			
<u>Private Development</u>						
Public Works Director	0.100	0.100	0.100			
Total	0.100	0.100	0.100			
<u>Streets and Open Space</u>						
Public Works Director	0.200	0.200	0.200			
Senior Project Manager	0.700	-	-	74,194	103,875	85
Total	0.900	0.200	0.200			
<u>CYMPO</u>						
CYMPO Administrator	1.000	1.000	-			
Program Manager	0.500	0.500	-			
Program Coordinator	1.000	1.000	-	74,194	103,875	85
Total	2.500	2.500	-			
Total Streets and Open Space	37.040	37.100	34.600			
Water Fund						
<u>Utility Billing</u>						
Utility Billing Supervisor	1.000	1.000	1.000	46,426	64,979	66
Accounting Technician	3.500	3.500	3.500	33,675	47,133	53
Total	4.500	4.500	4.500			

**Fiscal Year 2012-13 Budget
Authorized Positions by Fiscal Year**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	2010-11	2011-12	2012-13	Min	Max	
<u>Meter Reading</u>						
Administrative Specialist	0.200	1.000	1.000	32,843	45,989	52
Metering Service Worker	3.000	3.000	3.000	26,312	36,816	43
Secretary	0.200	0.150	0.350	26,957	37,752	44
Total	3.400	4.150	4.350			
<u>Water Administration</u>						
Public Works Director	0.350	0.350	0.350			0
City Engineer	0.300	0.300	0.300	79,914	111,883	88
Senior Civil Engineer	0.500	0.500	0.500	79,914	111,883	88
Capital Program Manager	0.750	0.750	0.750	76,066	106,475	86
Utilities Manager	-	0.500	0.500	76,066	106,475	86
Senior Project Manager/Utilities Admin	0.200	-	-	74,194	103,875	85
Utilities Engineer (Civil)	0.500	0.500	0.500	68,910	96,470	82
Project Manager	1.650	1.650	1.650	67,226	94,120	81
Sr Utilities Ops/Infra Analyst	0.500	0.500	0.500	63,986	89,580	79
Water Resource Specialist	0.200	0.200	0.200	51,230	71,739	70
Senior Engineering Technician	0.500	0.500	0.500	51,230	71,739	70
Contract Specialist	0.400	0.400	0.400	41,018	57,429	61
Administrative Assistant	0.400	0.400	0.400	33,675	47,133	53
Secretary	0.400	0.400	-	26,957	37,752	44
Total	6.650	6.950	6.550			
<u>Water Production</u>						
Water Superintendent	0.500	0.500	0.500	60,902	85,259	77
Water Production Supervisor	1.000	1.000	1.000	48,776	68,266	68
Water Quality Technician	1.000	-	-	26,254	40,773	56
Water Operator	4.000	5.000	5.000	26,254	40,773	56
Maintenance Specialist	1.000	1.000	1.000	39,042	54,662	59
Admin Specialist	0.400	-	-	32,843	45,989	52
Secretary	0.400	0.250	0.650	26,957	37,752	44
Total	8.300	7.750	8.150			
<u>Water Distribution</u>						
Water Superintendent	0.500	0.500	0.500	60,902	85,259	77
Water Distribution Supervisor	1.000	1.000	1.000	48,776	68,266	68
Water Protection Specialist	0.500	0.500	0.500	39,042	54,662	59
Senior Utility Worker	5.000	5.000	5.000	32,843	45,989	52
Admin Specialist	0.400	-	-	32,843	45,989	52
Utility Worker	5.900	7.000	7.000	29,765	41,662	48
Secretary	0.400	0.250	0.650	26,957	37,752	44
Total	13.700	14.250	14.650			
<u>Alternate Water Sources</u>						
City Manager	-	0.250	0.250			
Regional Program Director	1.000	1.000	1.000			
Water Resource Specialist	0.600	0.600	0.600	51,230	71,739	70
Planner	-	0.250	0.350	51,230	71,739	70
Water Conservation Coordinator	1.000	1.000	0.500	46,426	64,979	66
Contract Specialist	0.200	0.200	0.200	41,018	57,429	61
Administrative Assistant	0.200	0.200	0.200	33,675	47,133	53
Secretary	0.200	0.200	-	26,957	37,752	44
Total	3.200	3.700	3.100			
Total Water Fund	39.750	41.300	41.300			

**Fiscal Year 2012-13 Budget
Authorized Positions by Fiscal Year**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	2010-11	2011-12	2012-13	Min	Max	
Wastewater Fund						
<u>Wastewater Utilities Administration</u>						
Public Works Director	0.350	0.350	0.350			
City Utilities Engineer	0.100	0.100	0.100	76,066	106,475	86
Capital Program Manager	0.250	0.250	0.250	76,066	106,475	86
Senior Civil Engineer	0.500	0.500	0.500	76,066	106,475	86
Senior Project Manager	0.100	-	-	74,194	103,875	85
Utilities Manager	-	0.500	0.500	72,384	101,358	84
Utilities Engineer (Civil)	0.500	0.500	0.500	68,910	96,470	82
Capital Project Manager	0.750	0.750	0.750	67,226	94,120	81
Sr Utilities Ops/Infra Analyst	0.500	0.500	0.500	63,986	89,580	79
Water Resource Specialist	0.200	0.200	0.200	51,230	71,739	70
Senior Engineering Technician	0.500	0.500	0.500	51,230	71,739	70
Contract Specialist	0.400	0.400	0.400	41,018	57,429	61
Administrative Assistant	0.400	0.400	0.400	33,675	47,133	53
Secretary	0.400	0.400	-	26,957	37,752	44
Total	4.950	5.350	4.950			
<u>Wastewater Treatment Plant</u>						
Capital Project Manager	0.400	0.400	0.400	67,226	94,120	81
Wastewater Superintendent	0.500	0.500	0.500	60,903	85,259	77
WWTP Supervisor	2.000	2.000	2.000	51,230	71,739	70
WWTP Operator	8.000	8.000	8.000	39,042	54,662	59
Water Protection Specialist	0.500	0.500	0.500	39,042	54,662	59
WWTP Lab Technician	1.000	1.000	1.000	39,042	54,662	59
WWTP Maintenance Specialist	1.000	1.000	1.000	39,042	54,662	59
Administrative Specialist	0.500	0.500	0.500	32,843	45,989	52
Secretary	-	0.100	0.100	26,957	37,752	44
Total	13.900	14.000	14.000			
<u>Wastewater Collection</u>						
Wastewater Superintendent	0.500	0.500	0.500	60,902	73,091	77
Wastewater Collection Supervisor	1.000	1.000	1.000	48,776	68,266	68
Maintenance Specialist	1.000	1.000	1.000	39,042	54,662	59
Senior Utility Worker	5.000	5.000	5.000	32,843	45,989	52
Administrative Specialist	0.500	0.500	0.500	32,843	45,989	52
Utility Worker	6.700	6.000	6.000	29,765	41,662	48
Secretary	-	0.250	0.250	26,957	37,752	44
Total	14.700	14.250	14.250			
<u>Effluent Delivery</u>						
Water Operator	1.000	1.000	1.000	36,254	50,773	56
Total	1.000	1.000	1.000			
Total Wastewater Fund	34.550	34.600	34.200			
Solid Waste Fund						
<u>Solid Waste</u>						
Field Operations Manager	0.860	-	-			
Field & Facilities Director	-	0.400	0.400			
Solid Waste Superintendent	1.000	1.000	1.000	60,903	85,264	77
Manager, Support Services	-	0.500	0.500	56,555	79,186	74
Solid Waste Supervisor	2.000	2.000	2.000	48,776	68,266	68
Maintenance Specialist	1.000	1.000	1.000	39,042	54,662	59
Senior Equipment Operator	4.000	4.000	4.000	36,254	50,773	56
Commercial Equipment Operator	4.000	4.000	4.000	34,507	48,318	54
Account Technician	1.000	1.000	1.000	33,675	47,133	53

**Fiscal Year 2012-13 Budget
Authorized Positions by Fiscal Year**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	2010-11	2011-12	2012-13	Min	Max	
Equipment Operator	10.000	10.000	10.000	32,843	45,989	52
Accounting Clerk	2.000	2.000	2.000	26,957	37,752	44
Maintenance Worker	1.000	1.000	1.000	25,043	35,048	41
Total	26.860	26.900	26.900			
Total Solid Waste Fund	26.860	26.900	26.900			
Airport Fund						
Airport Manager	1.000	1.000	1.000	60,902	85,259	77
Airport/Economic Initiatives Director	-	-	0.250	56,555	79,186	74
Management Analyst	1.000	1.000	1.000	46,417	64,983	66
Maintenance Specialist	1.000	1.000	1.000	39,042	54,662	59
Airport Operations Technician	3.000	3.000	3.000	32,843	45,989	52
Accounting Clerk	1.000	1.000	1.000	26,957	37,752	44
Total Airport Fund	7.000	7.000	7.250			
Golf Course Fund						
<u>Maintenance</u>						
Grounds Superintendent	1.000	1.000	1.000	56,555	79,186	74
Asst Grounds Superintendent	2.000	2.000	2.000	44,179	61,859	64
Equipment Mechanic	1.000	1.000	1.000	39,042	54,662	59
Business Manager	0.150	-	-	38,106	53,331	58
Irrigation Technician	2.000	2.000	2.000	32,843	45,989	52
Service Technician	1.000	1.000	1.000	32,843	45,989	52
Groundskeeper	2.340	2.340	1.340	25,043	35,048	41
Total	9.490	9.340	8.340			
<u>Pro Shop</u>						
General Manager	1.000	1.000	1.000	68,910	96,470	82
Business Manager	0.750	-	-	38,106	53,331	58
Outside Services Manager	1.000	1.000	1.000	38,106	53,331	58
Restaurant Manager	0.250	0.250	0.250	40,019	56,035	60
Tournament & Marketing Coordinator	-	1.000	1.000	34,507	48,318	54
Groundskeeper	0.330	0.330	0.330	25,043	35,048	41
Total	3.330	3.580	3.580			
<u>Manzanita Grill</u>						
Facilities Manager	-	0.050	-	56,555	79,186	74
Executive Chef	1.000	1.000	1.000	48,776	68,266	68
Restaurant Manager	0.750	0.750	0.750	40,019	56,035	60
Business Manager	0.100	-	-	38,106	53,331	58
Sous Chef	1.000	1.000	1.000	28,330	39,666	46
Groundskeeper	0.330	0.330	0.330	25,043	35,048	41
Beverage Service Coordinator	0.500	0.500	0.500	15,288	21,382	21
Total	3.680	3.630	3.580			
<u>Golf Carts</u>						
Cart Service Coordinator	0.500	0.500	0.500	25,043	35,048	41
Total	0.500	0.500	0.500			
Total Golf Course Fund	17.000	17.050	16.000			

**Fiscal Year 2012-13 Budget
Authorized Positions by Fiscal Year**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	2010-11	2011-12	2012-13	Min	Max	
Fleet Maintenance						
Facilities Director	0.200	-	-			
Field & Facilities Director	-	0.100	0.100			
Facilities Manager	-	0.300	-	56,555	79,186	74
Fleet Maintenance Superintendent	1.000	1.000	1.000	56,555	79,186	74
Fleet Maintenance Supervisor	1.000	1.000	1.000	48,776	68,266	68
Equipment Mechanic	5.000	5.000	5.000	39,049	54,668	59
Parts Specialist	1.000	1.000	1.000	32,843	45,989	52
Secretary	1.000	1.000	1.000	26,957	37,752	44
Total Fleet Maintenance Fund	9.200	9.400	9.100			
Engineering Fund						
City Engineer	0.600	0.600	0.600	79,914	111,883	88
Utilities Engineer (Civil)	1.000	1.000	1.000	68,910	96,470	82
Capital Project Manager	2.200	2.200	2.200	67,226	94,120	81
Development Services Manager	1.000	1.000	-	51,230	71,739	70
ROW Specialist	-	-	0.500	51,230	71,739	70
Senior Engineering Technician	1.000	1.000	1.000	51,230	71,739	70
Supervisory Inspector	1.000	1.000	1.000	47,570	66,602	67
Registered Land Surveyor	1.000	1.000	1.000	44,179	61,859	64
CAD Technician	1.000	-	-	43,098	60,341	63
CAD Specialist	-	1.000	1.000	46,426	64,979	66
Construction Contracts Specialist	1.000	1.000	1.000	41,018	57,429	61
Construction Inspector	6.000	6.000	6.000	38,106	53,331	58
Development Coordinator	1.000	1.000	1.000	36,254	50,776	56
Permit Technician	1.000	1.000	1.000	31,262	43,784	50
Total Engineering Fund	17.800	17.800	17.300			
Self-Insurance Fund						
Administrative Services Director	0.950	0.950	-			
Risk Manager	-	-	1.000	68,910	96,470	82
Risk Management Analyst	1.000	1.000	1.000	46,426	64,979	66
Management Analyst	-	1.000	1.000	46,426	64,979	66
Risk Management Specialist	1.000	-	-	41,018	57,429	61
Total Self-Insurance Fund	2.950	2.950	3.000			
Facilities Maintenance Fund						
Facilities Director	0.400	-	-			
Field & Facilities Director	-	0.100	0.100			
Facilities Manager	-	0.400	0.750	68,910	96,470	82
Maintenance Superintendent	1.000	1.000	1.000	56,555	79,186	74
Maintenance Specialist	1.000	1.000	1.000	39,042	54,662	59
Facilities Coordinator	1.000	1.000	1.000	37,170	52,042	57
Custodian	2.000	2.000	2.000	21,590	30,222	35
Total Facilities Maint. Fund	5.400	5.500	5.850			
Total City-wide Authorized Full-Time Equivalents				512.250	514.250	504.750