

# AGENDA

**PRESCOTT CITY COUNCIL  
REGULAR VOTING MEETING  
TUESDAY, OCTOBER 23, 2012  
3:00 P.M.**

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

The following Agenda will be considered by the Prescott City Council at its **Regular Voting Meeting** pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02. One or more members of the Council may be attending this meeting through the use of a technological device.

◆ **CALL TO ORDER**

◆ **INTRODUCTIONS**

◆ **INVOCATION**      Rabbi Billy Berkowitz, Temple B'rith Shalom

◆ **PLEDGE OF ALLEGIANCE:**      Mayor Kuykendall

◆ **ROLL CALL:**

Mayor Kuykendall  
Councilman Arnold  
Councilman Blair  
Councilman Carlow

Councilman Kuknyo  
Councilman Lamerson  
Councilman Scamardo

◆ **PROCLAMATIONS**

A. Blood Management Awareness Week

◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

**I. CONSENT AGENDA**

**CONSENT ITEMS I.A. – I.B. 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.-I.B.**

- A. Approval of the minutes of the Prescott City Council Regular Meeting of August 14, 2012; Regular Meeting of October 2, 2012; Regular Meeting of October 9, 2012.
- B. Mitel telephone system hardware upgrade in the amount of \$15,847.40.

**II. REGULAR AGENDA**

- A. Public Hearing and consideration of a liquor license application from Tiffany Lynn Salazar, applicant for Taco Don's LLC, for a Series 12, Restaurant, license, for Taco Don's located at 624 Miller Valley Road.

**RECOMMENDED ACTION: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny Liquor License Application No.12133538, for a Series 12, Restaurant, license, for Taco Don's located at 624 Miller Valley Road.**

- B. Public Hearing and consideration of a liquor license application from Deborah Levin Stamm, applicant for Bird Cage Saloon, for a Series 06, All Spirituous Liquor Bar, license, for Bird Cage Saloon located at 160 South Montezuma.

**RECOMMENDED ACTION: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny Liquor License Application No.06130066, for a Series 06, Restaurant, license, for Bird Cage Saloon located at 160 South Montezuma.**

- C. Adoption of Resolution No. 4148-1309 approving a Library Support Agreement with the Yavapai County Free Library District.

**RECOMMENDED ACTION: MOVE to adopt Resolution No. 4148-1309.**

- D. Approval of Resolution No. 4150-1311 establishing a Library Advisory Board as a standing committee of the Prescott City Council.

**RECOMMENDED ACTION: MOVE to adopt Resolution No. 4150-1311.**

- E. Approval of Amendment No. 1 to City Contract No. 2012-068 with PCL Construction, Inc.-Fann Environmental, LLC, a Joint Venture, for Construction Manager at Risk services to construct the Airport Water Reclamation Facility Phase I Expansion, in an amount not to exceed \$35,287,006.00.

**RECOMMENDED ACTION: MOVE to approve Amendment No. 1 to City Contract No. 2012-068 with PCL Construction, Inc.-Fann Environmental, LLC, a Joint Venture, for Construction Manager at Risk services to construct the Airport Water Reclamation Facility Phase I Expansion, in an amount not to exceed \$35,287,006.00.**

- F. Authorization of payments for various utility extensions and permitting fees for the Airport Water Reclamation Facility Expansion Phase I Project: (a) Arizona Public Service Electric Utility Extension \$30,000.00; (b) Unisource Gas Utility Extension \$96,743.00; (c) Arizona Department of Environmental Quality Permit Fee \$75,000.00; and (d) City of Prescott Building Permit Fee \$172,765.15.

**RECOMMENDED ACTION: A) MOVE to approve payment to Arizona Public Service in an amount not to exceed \$30,000.00; B) MOVE to approve payment to UniSource Energy Services in an amount not to exceed \$96,743.00; C) MOVE to approve payment to Arizona Department of Environmental Quality in an amount not to exceed \$75,000.00; D) MOVE to approve payment to the City of Prescott in the amount of \$172,675.15.**

- G. Approve a request by Yavapai College for a variance to the City Code, Title 8-6-2, to allow placement of an electronic monument sign within the public right-of-way, and to grant an exception to the Land Development Code, Article 6.12, pertaining to the size and height of the sign, and approval of the license agreement for the sign.

**RECOMMENDED ACTION: MOVE to approve: (1) a variance from City Code, Title 8-6-2, to place a sign within the public right-of-way as described in the request by Yavapai College; (2) an exception to the Land Development Code, Article 6.12, for the size and height of the sign also as described in the request; and (3) the License Agreement.**

- H. Approval of a professional services agreement with Red Oak Consulting for Development of Impact Fees, Infrastructure Improvement Plan and Associated Documents, and Analysis and Development of Utility Rates, in an amount not to exceed \$289,694.00.

**RECOMMENDED ACTION: MOVE to approve a professional services agreement with Red Oak Consulting for Development of Impact Fees, Infrastructure Improvement Plan and Associated Documents, and Analysis and Development of Utility Rates, in an amount not to exceed \$289,694.00.**

- I. Adoption of Ordinance No. 4842-1240 granting an Electric Utility Easement to Arizona Public Service Company (Shops at Prescott Gateway).

**RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4842-1240.**

- J. Approval of a professional services agreement with JE Fuller Hydrology & Geomorphology, Inc., to update Willow Creek and Willow Creek Tributary FEMA floodplain delineations and design water utility scour protection in an amount not to exceed \$135,257.00.

**RECOMMENDED ACTION: MOVE to approve a professional services agreement with JE Fuller Hydrology & Geomorphology, Inc., to update Willow Creek and Willow Creek Tributary FEMA floodplain delineations and design water utility scour protection in an amount not to exceed \$135,257.00.**

- K. Adoption of Ordinance No. 4842-1241 authorizing sale of surplus vehicles and equipment.

**RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4842-1241.**

### III. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

\_\_\_\_\_  
Lynn Mulhall, MMC, City Clerk

**COUNCIL AGENDA MEMO – October 23, 2012**  
 PROCUREMENT ITEM FOR CONSENT AGENDA (\$10,000 - \$20,000)

**DEPARTMENT:** Finance

**AGENDA ITEM CAPTION:** Mitel telephone system hardware upgrade in the amount of \$15,847.40

<b>Approved By:</b>	<b>Date:</b>
<b>Department Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	10-15-12

Good(s) or Service(s) to be Purchased	
<b>Description of Item(s)</b> Check if Prof. Services <input type="checkbox"/>	Mitel 3300 controller hardware upgrade
<b>Quantity</b>	Upgrade of two controllers. Price below is for both controllers.
<b>Necessity/Use</b>	The Mitel telephone system is in use at 40 City network locations and includes 475 telephones.

Summary of Written Quotes (exclusive of tax) <u>or</u> Professional Services Proposals			
x	Vendor (Name and Location)	Price	Delivery/Schedule
x	1. Fulton Communications Phoenix Arizona	\$15,847.40 including tax	Upon receipt of purchase order
Notes: See attached proposal. Pricing is from National Joint Powers Alliance Contract #NJPA 042109-MBS			

x = recommended award

<b>Budget Information</b>	<b>Fund Name:</b> Cost recovery from communication charges in FY 13 departmental budgets
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**Additional Comments:**

This procurement is to upgrade two Mitel 3300 telephone system controllers over six years old with new hardware. The new hardware features expanded system capacity, enhanced redundancy, and supports new versions of Mitel software allowing City business units to leverage new and improved telephone system capabilities. The upgrade proposal includes hardware, services for the upgrade, and training for IT staff to administer the new hardware and software.

The Mitel telephone system consolidated over 20 separate systems into a single centrally managed one connecting 40 City network locations. As a Voice over internet protocol (VoIP) system, telephone services are delivered over the City's existing data network rather than requiring a separate telephone network to maintain. The benefits of a VoIP system are to reduce and eliminate many of the traditional costs and maintenance required for separate voice delivery infrastructure. These costs come in the form of

**Agenda Item:** Mitel telephone system hardware upgrade in the amount of \$15,847.40

reductions in the need for hardware, reductions in the need for dial-tone from CenturyLink, and a reduction in time necessary to administer the telephone system. Additional benefits include telephone feature parity for all City employees and bolstering the overall agility of IT to respond to phone system moves, adds, and changes.

When this project began seven years ago IT believed that Mitel offered inherent advantages as a provider of telecom technology and equipment. This has proven to be true after six years of daily experience with this system.

# Fulton Communications Pricing / Contract

PROPOSAL SUBMITTED TO: City of Prescott		SHIP-TO / INSTALL ADDRESS Same	
BILL-TO ADDRESS 201 S Cortez St.		SHIP-TO CITY, STATE & ZIP CODE Same	
BILL-TO CITY, STATE & ZIP CODE Prescott, AZ 86303		SHIP-TO COUNTY Yavapai	SHIP-TO PHONE
CONTACT NAME Nate Keegan		CONTACT PHONE 928.777.1296	BILL-TO PHONE
CONTACT EMAIL nate.keegan@prescott-az.gov		JOB NUMBER	PROPOSAL DATE 9/6/12

We hereby submit applications and estimates for the following:

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>ITEM PRICE</u>	<u>EXTENDED PRICE</u>
<b>MITEL Mx e CONTROLLERS REFRESH</b>				
<i>Description:</i> Replace existing LX controllers with Mxe III Expanded controllers with redundancy.				
50005084	MXe AC POWER SUPPLY	2	310.00	620.00
50006269	3300 Mx e III Controller	2	1,995.00	3,990.00
50006431	Mx e III Raid Sub-System	2	1,240.00	2,480.00
50006489	3300 160G SATA HDD 2 pack(Cntr-Server)	2	200.00	400.00
52002581	3300 Mxe III Expansion Kit	2	2,150.00	4,300.00
INSTALL	Coordination/Programming/Installation/Training	1	2,960.00	2,960.00
<b>MXe Controllers Subtotal</b>				<b>14,750.00</b>
<b>Solution Sub-Total</b>				<b>\$14,750.00</b>
<b>Tax</b>				<b>\$1,097.40</b>
<b>Solution Total</b>				<b>\$15,847.40</b>

NOTE: Cash purchase includes 1 Year Parts & Labor Warranty & Software Assurance on quoted Hardware & Software

We Propose hereby to furnish equipment & labor, complete in accordance with above specifications, for the sum of:	
<u>Fifteen Thousand Eight Hundred Forty-Seven Dollars and 40/100</u>	<b>\$15,847.40</b>
Payment of the Purchase Price by Customer to be made as follows:	
includes tax	
Fulton Standard Terms: 50% Due up front (\$7,923.70), 40% due at installation, 10% due upon completion	

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

We will have a security interest in all of the Products and related items (which shall remain personal property and not become fixtures) sold and installed to secure the payments by Customer to us of the Purchase Price and any extra charges due us.

**FULTON COMMUNICATIONS, INC.**

BY: \_\_\_\_\_

Note: This proposal may be withdrawn if not accepted within 30 days of proposal date.

**CUSTOMER**

Signature

Printed Name

Date

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

## COUNCIL AGENDA MEMO – October 23, 2012

**DEPARTMENT:** City Clerk

**AGENDA ITEM:** Public Hearing and consideration of a liquor license application from Tiffany Lynn Salazar, applicant for Taco Don's LLC, for a Series 12, Restaurant, license, for Taco Don's located at 624 Miller Valley Road

**Approved By:**

**Date:**

<b>Department Head:</b> Lynn Mulhall	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	10-9-12

A Liquor License Application, City No. 13-210, State No.12133538, has been received from Tiffany Lynn Salazar, applicant for Taco Don's LLC for a Series 12, Restaurant, license, for **Taco Don's** located at 624 Miller Valley Road.

The application has cleared Planning and Zoning, as well as the Police Department.

The application and license fee have been paid; the property was posted and there have been no statements of opposition.

The public hearing will be held at the Regular Council Meeting of Tuesday, October 23, 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.12133538, for a Series 12, Restaurant, license, for Taco Don's located at 624 Miller Valley Road.

## COUNCIL AGENDA MEMO – October 23, 2012

**DEPARTMENT:** City Clerk

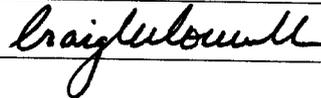
**AGENDA ITEM:** Public Hearing and consideration of a liquor license application from Deborah Levin Stamm, applicant for Bird Cage Saloon, for a Series 06, All Spirituous Liquor Bar, license, for Bird Cage Saloon located at 160 South Montezuma

**Approved By:**

**Date:**

**Department Head:** Lynn Mulhall

**City Manager:** Craig McConnell



10-9-12

A Liquor License Application, City No. 13-209, State No.06130066, has been received from Deborah Levin Stamm, applicant for Bird Cage Saloon for a Series 06, All Spirituous Liquor Bar, license, for **Bird Cage Saloon** located at 160 South Montezuma.

The application has cleared Planning and Zoning, as well as the Police Department.

The application and license fee have been paid; the property was posted and there have been no statements of opposition.

The public hearing will be held at the Regular Council Meeting of Tuesday, October 23, 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.06130066, for a Series 06, Restaurant, license, for Bird Cage Saloon located at 160 South Montezuma.

<b>COUNCIL AGENDA MEMO – October 23, 2012</b>	
<b>DEPARTMENT:</b>	Library
<b>AGENDA ITEM:</b>	Adoption of Resolution No. 4148-1309 approving a Library Support Agreement with the Yavapai County Free Library District

<b>Approved By:</b>		<b>Date:</b>
<b>Department Head:</b>	Roger Saft	
<b>Finance Director:</b>	Mark Woodfill	
<b>City Manager:</b>	Craig McConnell 	9-28-12

**Summary**

This Agreement sets forth the responsibilities of the Yavapai County Free Library District and member libraries, in this case the City of Prescott, for membership in the Yavapai Library Network, as well as the formula that the District will use to calculate annual funding allocations. In the current fiscal year (FY 13) Prescott will receive a net distribution of \$550,000. The Agreement extends through June 30, 2013 and will automatically renew thereafter unless cancelled by either party.

**Background**

The Yavapai County Free Library District (YCFLD) was established as a special district in 1987 by the Board of Supervisors. The Library District levies property tax which provides funding for library operations and library materials to all affiliated public libraries.

The District also operates the Yavapai Library Network (YLN), established in 1985 for the purpose of providing cost-effective library automation services to the residents of Yavapai County through economies of scale and resource sharing.

The YLN purchases and provides staffing to maintain and operate the integrated library system (ILS) software that makes all transactions possible throughout the Network. Examples of transactions handled by the ILS are checking a book in and out, tracking the status or movement of items, and authenticating users. The ILS further retrieves and stores patron data, fines information, and bibliographic data.

The YCFLD funds and supports the Radio Frequency ID tags that are needed for automated materials handling and library security systems, and procures and pays the annual maintenance fees for membership with Overdrive (Audio and E-Book provider), and other software and online service providers.

Based on formulas established in the Agreement, the City will receive \$582,550 in gross funding from the YCFLD from which \$32,550 is to be deducted for the City's share of the Yavapai Library Network FY13 operation and maintenance. The balance of \$550,000 is to be distributed as follows:

**Agenda Item:** Adoption of Resolution No. 4148-1309 approving a Library Support Agreement with the Yavapai County Free Library District

\$234,000 for library services  
\$185,000 for library materials  
\$131,000 for automation and special projects

This Agreement requires the Prescott Public Library participate in resource sharing with the other member libraries in Yavapai County enabling all county residents to use the library and making items available through interlibrary loan. It also requires that all core functions, including borrowing privileges and computer use, be free of charge and that District funds be used solely for the specific purposes described above.

**Financial Impact**

The FY2013 distribution represents a 5.8% decrease from the prior year. This is largely due to falling property values used for tax assessment.

**Attachments** – Resolution 4148-1309  
– Library Support Agreement

**Recommended Action:** MOVE to adopt Resolution No. 4148-1309.

**RESOLUTION NO. 4148-1309**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A LIBRARY SUPPORT AGREEMENT WITH THE YAVAPAI COUNTY FREE LIBRARY DISTRICT, FOR PARTICIPATION IN A LIBRARY NETWORK AND INTEGRATED LIBRARY SYSTEM KNOWN AS THE YAVAPAI LIBRARY NETWORK AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE**

**RECITALS:**

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

WHEREAS, A.R.S. §§ 11-951 and 11-052 authorize public agencies such as the City of Prescott and the Yavapai County Library District to enter into agreements for the joint exercise of their powers; and

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

**ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby approves Library Support Agreement with the Yavapai County Free Library District, for participation in a library network and integrated library system, in the form attached hereto as Exhibit "A".

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

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

RESOLUTION NO. 4148-1309

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ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
LYNN MULHALL, City Clerk

\_\_\_\_\_  
G. EUGENE NEIL, Interim City Attorney

# LIBRARY SUPPORT AGREEMENT

## Yavapai Library Network

THIS AGREEMENT is made and entered into this \_\_\_\_\_, 2012, by and between Yavapai County Free Library District (hereinafter the "DISTRICT") and \_\_\_\_\_, (hereinafter the "MEMBER LIBRARY").

### RECITALS

**WHEREAS**, the DISTRICT was established in 1987 pursuant to ARS § 48-3901 for the purpose of supporting and facilitating the provision of library services within the boundaries of Yavapai County; and

**WHEREAS**, the DISTRICT is a political taxing subdivision of the State of Arizona and has all the powers, privileges and immunities granted generally to municipal corporations by the constitution and laws of this state; and

**WHEREAS**, the District has an agreement with the Department of Library, Archives and Public Records of the State of Arizona, hereinafter referred to as the "State Library," to provide library services within Yavapai County and the State of Arizona; and

**WHEREAS**, the District and various municipalities, boards and other entities recognize the need to cooperate in the provision of library services to the residents of the Yavapai County; and

**WHEREAS**, these same parties have historically formed a partnership known as the Yavapai Library Network (YLN) which was established in 1985 to better serve the needs of the residents for library services in Yavapai County through the use of technology having common standards; and

**WHEREAS**, these same parties acknowledge the value derived in the provision of services from economies of scale that are created by mutual cooperation and resource sharing bind themselves together with the DISTRICT to form a consortium of public, school, academic, and special Libraries (hereinafter the "NETWORK"); and

**WHEREAS**, the Parties have determined that it is in their mutual interest to enter into an agreement whereby the DISTRICT shall provide equipment, data services and support and related library services to the MEMBER LIBRARY subject to the terms and conditions set forth herein.

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- 1. Responsibilities of the District.** The DISTRICT hereby agrees to
  - a. Act as host and fiscal agent to ensure continued delivery of library services to the MEMBER LIBRARY and to facilitate the stability and operation of the NETWORK.
  - b. Assign, within budgetary and resources limitations, technical and management staff as deemed sufficient to meet the normal service requirements of the NETWORK and the MEMBER LIBRARY. Examples of such services include routine system maintenance, upgrades, backups and recovery.
  - c. Timely notify all MEMBER LIBRARIES of system changes and scheduled system outages.
  - d. Work cooperatively with vendors, MEMBER LIBRARIES and other involved parties to ensure compliance with industry standards and to ensure the success of on-going system operations.
  - e. Provide dedicated hardware and software resources to be housed in a secure environment and incorporating sufficient network bandwidth to allow MEMBER LIBRARIES to readily access the resources of the NETWORK.
  - f. Provide periodic operational status reports as required to fully inform MEMBER LIBRARIES of the nature, type and status of services being rendered by the DISTRICT.
  - g. Provide individual data, not covered under normal operation of the NETWORK, to any MEMBER LIBRARIES, subject to additional charges as set forth in Attachment A.
  - h. Provide for all operational costs of the NETWORK.
  - i. Gather statistics and other information as required for establishing fiscal-year based billing amounts payable by MEMBER LIBRARIES to ensure the continuity of the NETWORK. Statistics will be based on a complete calendar year.
  - j. Provide MEMBER LIBRARIES an estimated annual cost of operation assessment with anticipated benefits for the MEMBER LIBRARY no later than January 15 of each year during the initial term of this Agreement or renewals thereof.
  - k. Provide to each MEMBER LIBRARY, no later than March 15 of each year during the initial term of this agreement or renewals thereof an annualized invoice for services to be rendered to reflect allocation of costs as shown in the Formula for Shared Costs (Attachment A - Model for Annual Assessment).
  - l. Provide technical management services for NETWORK systems including maintenance and systems administration that support the operation of the ILS (Integrated Library System).
  - m. With the advice and recommendations of the NETWORK STEERING Committee apply enhancements to the ILS as deemed necessary.
  - n. Notify the MEMBER LIBRARIES of any decision by the DISTRICT to withdraw from oversight of and/or participation in the NETWORK no less than 1 year prior to the effective date of any such decision.
  - o. Except as expressly specified in this agreement, the DISTRICT shall save, hold harmless and indemnify the MEMBER LIBRARY and its officials, employees and agents against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the DISTRICT or the DISTRICT's officials, employees and agents.

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

- 2. Responsibilities of the MEMBER LIBRARY.** The MEMBER LIBRARY hereby agrees to
- a. Adhere to all duly established rules and guidelines governing the functioning of the NETWORK STEERING Committee.
  - b. Comply with Executive Order #99-4 (dated January 29, 1998) concerning non-discrimination in employment.
  - c. Protect the security and access to the catalog and further agrees to comply with the Yavapai Library Network protocols with regard to cataloging as outlined in the YLN Cataloging Manual; to requirements for conversion and authority control and to supplemental inclusion of foreign or locally constructed databases; and comply with industry cataloging standards and techniques in order to ensure compatibility with the standards and practices of the DISTRICT and the NETWORK.
  - d. To adhere to Intra-library loan document delivery procedures as outlined in the YLN Circulation Manual.
  - e. Maintain the privacy and confidentiality of Library users and comply with all privacy laws including those specifically applicable to students as covered under by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) . Violations of user privacy may be subject to civil penalties and criminal prosecution.
  - f. Contribute bibliographic and holdings data into the ILS.
  - g. Provide access to its catalog of shared items that will be available for use by the MEMBER LIBRARIES.
  - h. Participate in the functions and activities of the NETWORK STEERING Committee which shall act as a general oversight and guidance body.
  - i. Allocate financial resources as determined to be necessary for the stability, growth and enhancement of the Network and its MEMBER LIBRARIES pursuant to the provisions of (Attachment A - Model for Annual Assessment)
  - j. Pay promptly any/all fees and charges as established herein no later than 30 days following receipt of an invoice for said fees or charges.
  - k. Work cooperatively with staff assigned by the DISTRICT, pursuant to this Agreement, and collaborate prior to the acquisition by the MEMBER LIBRARY of any/all hardware or software intended to interface with the NETWORK systems. This is to ensure proper functionality and compatibility for the MEMBER LIBRARY. The DISTRICT shall reserve the right to decline to connect any hardware and/or software determined by the DISTRICT, in its sole discretion, to be out of compliance with the functionality specifications or compatibility requirements of the NETWORK.
  - l. Designate an individual who can maintain computer problems resolution and who is responsible for consulting with the YLN support staff in regard to matters relating to the operation of the automated system. This person shall be referred to as the TECHNICAL CONTACT.
  - m. Purchase, operate and maintain at its sole expense its own circulation, cataloging, and public access stations as well as telecommunications equipment. All equipment that interfaces directly with the NETWORK services shall be evaluated by NETWORK staff to ensure compatibility.
  - n. Provide its own Internet connection with sufficient bandwidth to meet its own needs and any requirements as established by the DISTRICT or the NETWORK pursuant to this Agreement.
  - o. Except as expressly specified in this agreement, the MEMBER LIBRARY shall save, hold harmless and indemnify the DISTRICT and the DISTRICT officials, employees and agents

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the MEMBER LIBRARY or the MEMBER LIBRARY's officials, employees and agents.

3. **Annual Assessment.** In consideration of the DISTRICT's provision of services pursuant to Section 1 of this Agreement, the MEMBER LIBRARY shall pay an annual assessment to the DISTRICT with the amount to be determined annually as set forth in (Attachment A - Model for Annual Assessment).
4. **NETWORK STEERING Committee.** The MEMBER LIBRARY shall designate a representative to serve on the committee. The composition and function of the NETWORK STEERING Committee is described in greater detail in (Attachment C – Network Steering Committee).
5. **Additional Responsibilities of certain MEMBER LIBRARY.** A MEMBER LIBRARY that is a Public Library associated with an incorporated municipality shall in addition to the assumptions of responsibilities as in section 2 hereby agree to the following additional conditions:
  - a. Provide equal access to use the library facilities and services to all the residents of the County and provide core services free of charge to the same. These free core services shall include: borrowing privileges and computer use if available.
  - b. The Public Library and the District shall cooperate in planning and implementing resource sharing activities acceptable to the District and the Public Library. Shared resources shall be free of cost to the residents except in the case of inter-library loans where the lender is outside of the NETWORK. In that case postage recovery costs for library materials sent to any and from any library may be passed on to the Library user limited to a total cost of \$6.00 per item or transaction.
  - c. All library materials purchased with DISTRICT funds for the Public Library are the property of the Public Library.
  - d. All DISTRICT funds, including contributions, that are declared for a specific purpose are to be used solely for that purpose. An annual written accounting shall be made to the DISTRICT by the MEMBER LIBRARY describing the manner and use of DISTRICT funds by the end of the fiscal year. Funds unused within the given fiscal year shall be forfeit to the DISTRICT.
6. **Annual Contribution Eligibility for Certain Public Libraries.** A MEMBER LIBRARY that is a public Library associated with an incorporated municipality may be eligible to participate in the distribution of funds and services from the portion of jurisdiction's tax levy according to the formula as set forth in (Attachment B - Model for Annual Contribution to Public Libraries).
7. **Term of Agreement.** The initial term of this Agreement shall commence on \_\_\_\_\_ 2012, and shall terminate on June 30, 2013. Thereafter, it shall be automatically renewed for successive one-year terms unless terminated or non-renewed as provided herein.

LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

**8. Termination/Non-Renewal**

- a. **Early Termination.** This Agreement may be terminated at any time by mutual agreement of the parties.
- b. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by any Party, the Party claiming breach shall provide written notice to the Breaching Party, said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of the Breaching Party's receipt of notice, this Agreement shall terminate, at the option of the Party alleging breach.
- c. **Non-Renewal.** Except as otherwise expressly provided herein, written Notice of Intent not to renew this Agreement shall be provided by the non-renewing Party to the other Party no later than thirty (30) days before the specified termination date.
- d. **Residual Obligations.** Unless otherwise expressly agreed by the Parties all obligations of the Parties, including payment of charges and fees, for the fiscal year during which termination or non-renewal is effective shall remain in full force and effect and binding on the respective Parties, except where covered under A.R.S. Section 38-511.

**9. Miscellaneous Provisions**

- a. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no modifications to the terms and conditions of the lease shall be binding upon the Parties unless evidenced by a written agreement approved and executed by the MEMBER LIBRARY and the DISTRICT.
- b. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
- c. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
- d. **Notices.** Notices to be sent pursuant to this Agreement shall be sent certified mail, postage prepaid to the following addresses:

**District:**

Yavapai County Free Library District  
1971 Commerce Center Circle, Suite D  
Prescott, AZ 86301

**Member Library:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other addresses as the parties may officially designate in writing.

- e. **Assignment.** Neither Party shall assign or otherwise convey any right or obligation as set forth in this Agreement or any interest thereof without the express written consent of the other Party.
- f. **Conflict of Interest.** This Agreement is subject to cancellation in accordance with ARS §38-511, the pertinent provisions of which are incorporated herein.

LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

- g. Governing Law.** Any disputes regarding this agreement shall be governed by and construed in accordance with the laws of the state of Arizona, excluding its choice of law provisions.

The parties shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein and agree to provide all cooperation reasonably necessary for such compliance.

- h. Scrutinized Business Operations.** Pursuant to A.R.S. §35-391.06 and 35-393.06, the Parties certify that they do not have a scrutinized business operation in Sudan or Iran. For the purposes of this paragraph the term “scrutinized business operation” shall have the meanings set forth in A.R.S. §35-391 or and 35-393, as applicable. If either Party determines that the other Party submitted a false certification, the Party may impose remedies as provided by law including cancellation or termination of this Agreement.

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

**IN WITNESS WHEREOF**, the Parties have caused this instrument to be executed as of the date first above written.

**APPROVALS**

**County:** Yavapai County Free Library District

By \_\_\_\_\_  
Chairman, Board of Directors                      Date

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors                      Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney                      Date

ATTEST:

CITY OF PRESCOTT

\_\_\_\_\_  
Lynn Mulhall, City Clerk

\_\_\_\_\_  
Marlin Kuykendall, Mayor

**Determinations of Counsel**

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

By \_\_\_\_\_ Date \_\_\_\_\_  
Counsel for the City of Prescott

LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

**Attachment A**

**Model for Annual Assessment**

The annual assessment calculation is in five parts: **Annual Capital Assessment, Annual Project Assessment, Total Annual Assessment, Overall NETWORK Assessment Proportions, and Individual Library Assessment Ratios**. Each part is reflected in tables A-1 thru A-5. An example scenario is illustrated in tables A-6 thru A-9.

The first part is calculating the base amount that will be assessed to the MEMBER LIBRARIES that constitute the NETWORK for future technological needs. This value shall be hereafter the base annual assessment.

This amount is calculated based upon the anticipated financial needs of the NETWORK for some future technology pursuant to the annual technology plan as provided by the COUNTY as part of the annual assessment and benefit statement to be provided to the MEMBER LIBRARY each January 15.

This annual assessment shall in effect act as a sinking fund to ensure the stability and future viability of the NETWORK.

Therefore, the base annual contribution amount shall be based upon the following formula:

*Table A-1- Capital Assessment*

<b>Calculations for Capital Assessment</b>	<b>Formula</b>
Total estimated future costs (Capital expenses such as an ILS upgrade)	Amount
Number of years in the future between this year and the year of the anticipated expense	Years
Annual Capital Assessment Amount	Capital = Amount / Years

The NETWORK STEERING COMMITTEE may elect to implement special projects planned for the subsequent year(s) in the future or form a contract to implement a special service over several years through the DISTRICT. All estimated expenses associated with these projects, as approved by the NETWORK STEERING COMMITTEE, shall be assessed in the year the expense is incurred as part of the annual assessment. These costs shall be treated as planned and budgeted for the upcoming fiscal year with the understanding that the NETWORK shall reimburse the DISTRICT for all costs during that year as they are deemed above and beyond the operation of the NETWORK and shall be apportioned by adding these estimated and approved costs to the Annual Capital Assessment.

*Table A-2- Projects Annual Assessment*

<b>Calculations for Project Assessment</b>	<b>Formula</b>
Total estimated Project costs	Amount
Number of years in the future between this year and the year of the anticipated expense or the number of years the project is anticipated to continue	Years
Annual Project Assessment Amount	Project = Amount / Years

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

The Total Annual Assessment is determined by combining Annual Capital Assessment and the Annual Project Assessment.

*Table A-3 Total Annual Assessment*

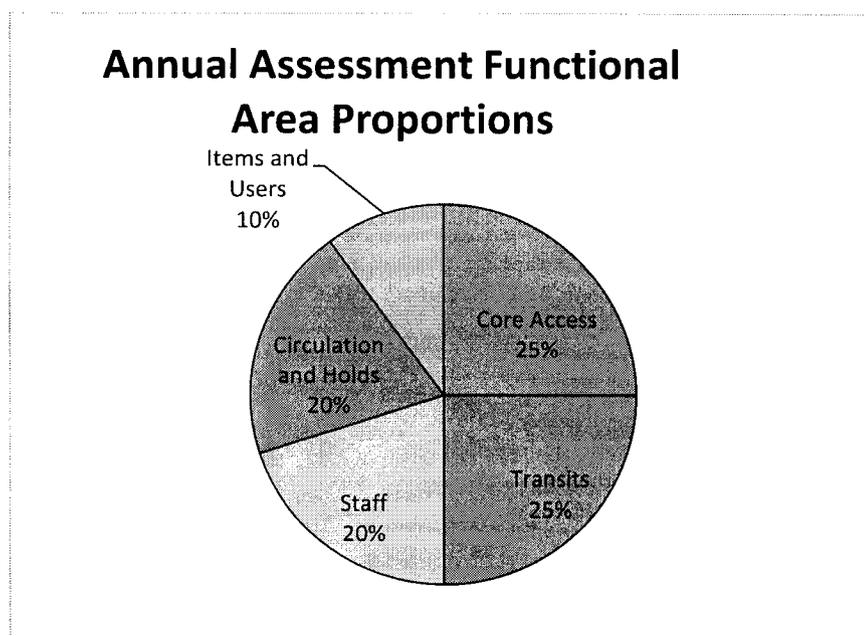
<b>Calculations for Total Annual Assessment</b>	<b>Formula</b>
Annual Capital Assessment	Base
Annual Project Assessment	Projects
Total Annual Assessment	Total Annual = Base + Projects

The Annual Assessment then is allocated to the individual MEMBER LIBRARIES according to a combination of proportions (weights) and ratios that reflect the size and activity of the MEMBER LIBRARY relative to the other members of the NETWORK. The purpose of this allocation method is to best possible allocating costs in an equitable manner based upon library performance and access.

## LIBRARY SUPPORT AGREEMENT MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

Table A-4- FUNCTIONAL AREA PROPORTIONS

Calculations for Annual Assessment Amount	Proportions																		
<b>Core Access</b> – basic access to the ILS (Integrated Library System)	25%																		
<b>Transits</b> (intra-library loans) between MEMBER LIBRARIES	25%																		
<p><b>Staff</b> - The number of staff includes: paid staff, volunteers, and students using the ILS (Integrated Library System) to perform staff functions such as check in, check out, user registration, etc. Staff not performing system functions such as custodians will not be considered in the equation. In this hypothetical example, volunteers, student workers, and employees of Library A combine to equal 2 FTE.</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"><u>Position</u></th> <th style="text-align: center;"><u>Hours</u></th> <th style="text-align: center;"><u>FTE</u></th> </tr> </thead> <tbody> <tr> <td>Volunteers</td> <td style="text-align: center;">10</td> <td style="text-align: center;">0.25</td> </tr> <tr> <td>Student Helper</td> <td style="text-align: center;">10</td> <td style="text-align: center;">0.25</td> </tr> <tr> <td>Part-time employee</td> <td style="text-align: center;">20</td> <td style="text-align: center;">0.50</td> </tr> <tr> <td>Full-time Employee</td> <td style="text-align: center;">40</td> <td style="text-align: center;">1.0</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: center;"><b>80</b></td> <td style="text-align: center;"><b>2.0</b></td> </tr> </tbody> </table>	<u>Position</u>	<u>Hours</u>	<u>FTE</u>	Volunteers	10	0.25	Student Helper	10	0.25	Part-time employee	20	0.50	Full-time Employee	40	1.0	<b>Total</b>	<b>80</b>	<b>2.0</b>	20%
<u>Position</u>	<u>Hours</u>	<u>FTE</u>																	
Volunteers	10	0.25																	
Student Helper	10	0.25																	
Part-time employee	20	0.50																	
Full-time Employee	40	1.0																	
<b>Total</b>	<b>80</b>	<b>2.0</b>																	
<b>Circulation/Holds</b> – items checked out and renewed (circulated) items and filled holds (library user or staff requested reservations) placed on library items.	20%																		
<b>Collection/Users</b> - the number of items in the collection held and the number of active users of the MEMBER LIBRARY	10%																		
<b>Total of all proportions.</b>	<b>100%</b>																		



**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Each MEMBER LIBRARY then is assessed based upon their **relative ratio** of each of these areas.

*Table A-5- INDIVIDUAL LIBRARY AREA SPECIFIC RATIOS*

<b>Calculations for Annual Assessment Amount</b>	<b>Ratio</b>
<b>Core Access</b>	CoreRatio = 1 / Total Number of Libraries
<b>Transits</b>	TransitsRatio = Member Transits / Total Transits
<b>Staff</b>	StaffRatio = Member Staff / Total Staff
<b>Circulation/Holds</b> – items checked out and renewed (circulated) items and filled holds (library user or staff requested reservations) placed on library items.	CircHoldRatio = (Member Circulation + Member Holds) / (Total Circulation + Total Holds)
<b>Collection/Users</b> - the number of items in the collection held and the number of active users of the MEMBER LIBRARY	CollectionUserRatio = (Member Collection + Member Users) / (Total Collection + Total Users)

The annual assessment amount that will be distributed among the MEMBER LIBRARIES shall be assessed based upon this formula yearly and MEMBER LIBRARIES notified pursuant to this Agreement, Section 1 and subsection k.

This formula is subject to change based upon the dynamic nature of emerging technologies and their impact on the libraries. For example the shifts from tangible to intangible assets, such as going from physical books to electronic books (eBooks).

This formula is also subject to change based upon requests for additional resources and services from recommendations of the Network Steering Committee. These additional resources and services may impact the need for additional funds in the current year and in the future.

Changes to this formula will be communicated during the annual renewal period through written notification from the DISTRICT to the MEMBER LIBRARY.

The annual assessment for each MEMBER LIBRARY would be decided according to the following formula:

$$\begin{aligned}
 & \text{INDIVIDUAL MEMBER LIBRARY ASSESSMENT} \\
 & = \text{Sum of the } ( \text{TOTAL ANNUAL ASSESSMENT} \\
 & \times \text{FUNCTIONAL AREA PROPORTION} \\
 & \times \text{INDIVIDUAL LIBRARY AREA SPECIFIC RATIO} )
 \end{aligned}$$

Example: using the formula as given above with fictional values the result is as follows.

Step 1) Calculate the Annual Capital Assessment

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

*Table A-6- Example Annual Capital Assessment*

ILS Upgrade in FY15-16	\$ 600,000
Number of years	4
Net annual assessment	\$ 150,000

Step 2) Calculate the Annual Project Assessment

*Table A-7- Example Approved Project with a Multi-Year Annual Project Assessment*

Ebook subscription until FY15-16	\$ 100,000
Number of years	4
Net annual assessment	\$ 25,000

Step 3) Calculate the Total Annual Assessment

*Table A-8- Example Total Annual Assessment*

Net Annual Assessment	\$ 150,000
Projects	\$25,000
Total annual assessment	\$ 175,000

Step 4) Calculate the individual library assessment.

*Table A-9- Example Library Assessment for their portion of the \$175,000*

<b>Example Library Assessment</b>						
Functional Area	Overall Proportion of Annual Assessment	Overall Annual Assessment	NETWORK Functional Area Totals	LIBRARY Functional Area Inputs	LIBRARY Ratio	LIBRARY Assessment
Core Access	25%	\$ 43,750.00	40	1	2.500%	\$ 1,093.75
Transits	25%	\$ 43,750.00	236,701	1707	0.721%	\$ 315.51
Staff	20%	\$ 35,000.00	144.185	10	6.936%	\$ 2,427.44
Circulation and Holds	20%	\$ 35,000.00	2,580,605	17235	0.668%	\$ 233.75
Items and Users	10%	\$ 17,500.00	1,306,893	46805	3.581%	\$ 626.74
Total	100%	\$175,000.00				\$ 4,697.19
LIBRARY % of Total						2.684%

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

**Attachment B**

**Model for Annual Contribution to Public Libraries**

The Municipality for the given Public Library and the DISTRICT acknowledge that the services to be performed by the Public Library have a value to the residents of Yavapai County. The DISTRICT while under no obligation may provide a monetary contribution to the Public Library pursuant to A.R.S. 11-904. The amount of the contribution that the DISTRICT may provide to assist in the operation of the Public Library is as follows:

The annual contribution calculation is in two parts. The first part is calculating the amount that will be available to the Public Libraries. This amount is calculated as being the total taxes collected less the costs of operating the DISTRICT and the operation of the NETWORK.

Therefore, the general annual contribution total amount shall be based upon the following formula:

<b>Calculations for Funds Available</b>	
Total Tax Revenue Collected	Taxes
Operating Costs of the DISTRICT	District
Operating Costs of the NETWORK	Network
Total Funds Available	Taxes - (District + Network)

The formula for distribution shall be as presented in the following matrix that is applied to the funds available.

1. Five percent (5%) of the total funds available will be the base amount and apportioned to the Public Library based on the ratio of the number of Public Libraries associated with incorporated municipalities participating.
2. Five percent (5%) of the total funds available and apportioned based on the population of the incorporated municipality that is responsible for the Public Library divided by the total population of the County.
3. Fifty percent (50%) is based on total net assessed value of the property of the incorporated municipality that is responsible for the Public Library divided by the total net assessed value of the County.
4. Twenty percent (20%) is based on total amount of the circulation including renewals and intra-library loans received by the Public Library divided by the total number of the same for all of the libraries.
5. Ten percent (10%) of contribution is based on total number of active users of the Public Library divided by the total number of the same for all of the libraries.
6. Ten percent (10%) of contribution is based on total number of items held by the Public Library divided by the total number of the same for all of the libraries.

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

The MEMBER LIBRARY may choose to have the DISTRICT withhold a portion of the contribution for special projects that will be funded by the DISTRICT through reimbursement. Monies not expended by the MEMBER LIBRARY at the end of the April shall be forfeit back to the DISTRICT. The DISTRICT shall withhold from the contribution the annual assessment as defined in Attachment – A.

The annual contribution shall be distributed one-half in November and the balance in May less any withholding. The DISTRICT will provide a statement with the estimated contribution amount to the MEMBER LIBRARY no later than February of each year.

This formula is subject to change based upon the changing natures of emerging technologies and their impact on the libraries, shifts in population and changes in local governance.

Changes to this formula will be communicated during the annual renewal period through written notification from the DISTRICT to the MEMBER LIBRARY.

Therefore the contribution matrix is as follows:

<b>Contribution Ratios</b>	<b>Weight</b>	<b>Member Library Ratio</b>	<b>Resultant</b>
Basic Amount of Contribution	5%	1 / Total Number of Public Libraries Participating	Weight * Ratio * Funds Available
Population	5%	Member Population / Total Population of County	Weight * Ratio * Funds Available
Assessed Value	50%	Member Total Assessed Value / Total Assessed Value of County	Weight * Ratio * Funds Available
Circulation + Intra-Library Loans	20%	Member Circulation/Total Circulation	Weight * Ratio * Funds Available
Active Number of users	10%	Member users / Total users	Weight * Ratio * Funds Available
Items In MEMBER LIBRARY Collection	10%	Member Items / Total Items	Weight * Ratio * Funds Available
<b>TOTAL</b>	<b>100%</b>		<b>Sum is the Member Annual Contribution</b>

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Example: using the formula as given above with fictional values the result is as follows.

<b>Calculations for Funds Available</b>	
Total Tax Revenue Collected	\$ 2,500,000
Operating Costs of the DISTRICT	\$ 1,000,000
Operating Costs of the NETWORK	\$ 300,000
<b>Total Funds Available</b>	<b>\$ 1,200,000</b>

<b>Number of Public Libraries: 5</b>	<b>Total</b>	<b>Member Library</b>
Population	211,000	36,250
Assessed value	\$ 200,000,000	\$ 25,000,000
Circulation	2,500,000	500,000
Users	150,000	25,000
Items	1,250,000	100,500

The resulting contribution for the Public Library would then be as follows:

<b>Contribution Ratios</b>	<b>Weight</b>	<b>Member Library Ratio*</b>	<b>Resultant</b>
Basic Amount of Contribution	5%	$(1 / 5) =$ <b>20%</b>	\$ 12,000
Population	5%	$(36,250 / 211,000) =$ <b>17%</b>	\$ 10,308
Assessed Value	50%	$(25,000,000 / 200,000,000) =$ <b>13%</b>	\$ 75,000
Circulation = (loans + Inter-Library Loans)	20%	$(500,000 / 2,500,000) =$ <b>20%</b>	\$ 48,000
Active Number of Users	10%	$(25,000 / 150,000) =$ <b>17%</b>	\$ 20,000
Items In MEMBER LIBRARY Collection	10%	$(100,500 / 1,250,000) =$ <b>8%</b>	\$ 9,648
<b>TOTAL</b>	<b>100%</b>		<b>\$ 174,956</b>

\* Percentages are rounded for simplicity in this example.

# LIBRARY SUPPORT AGREEMENT MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

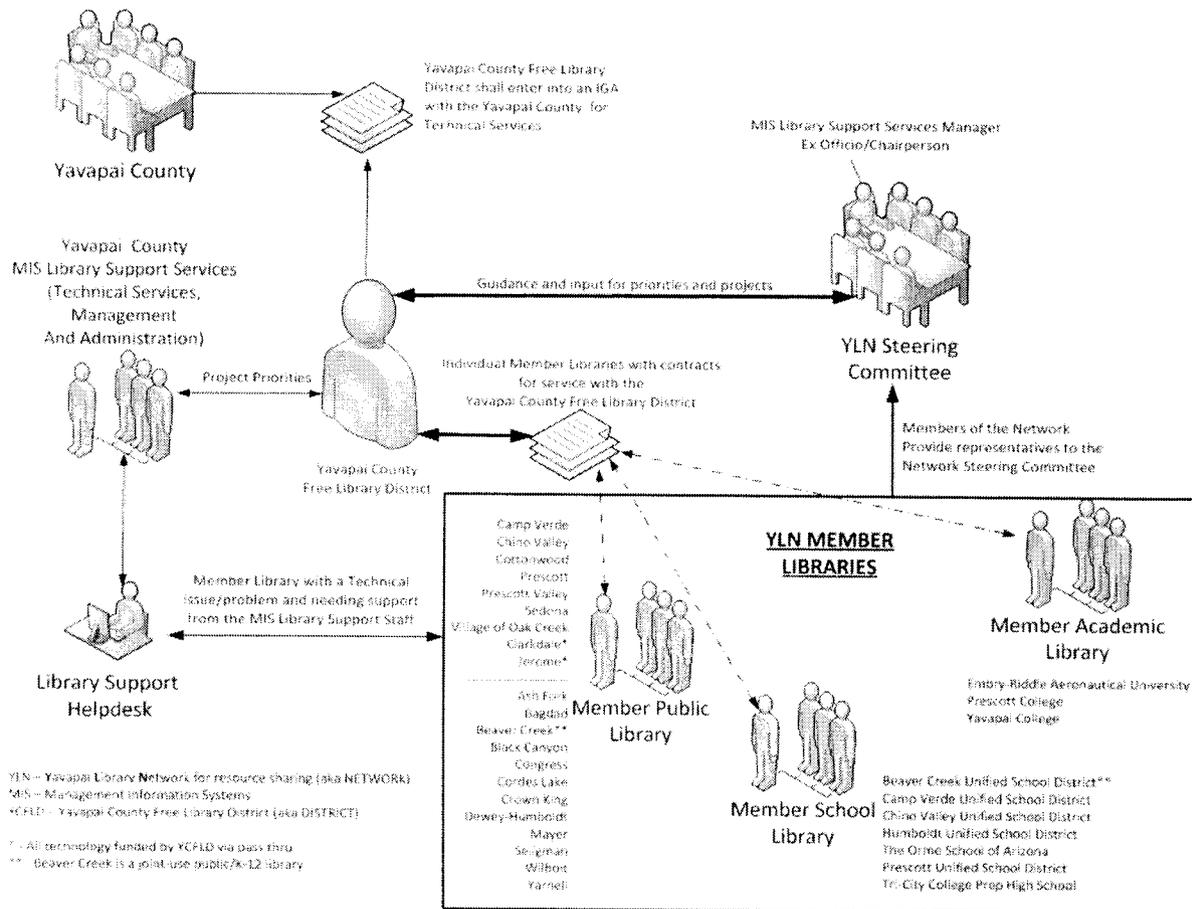
## Attachment C

### NETWORK STEERING COMMITTEE

The NETWORK STEERING Committee is a body that serves the needs of all the MEMBER LIBRARIES. It is composed of representatives of the Library District, Public Libraries, Public and Private Schools, Colleges and Universities. Each MEMBER LIBRARY (signatory on this agreement) has a single representative seat on the committee. This representative is selected by the MEMBER LIBRARY to represent their interests and needs for library services.

The MIS Library Network Manager and the County MIS Director are ex-officio officers of the board.

This body is advisory in nature and helps the Library District Director in establishing priorities and the direction of the NETWORK. All decisions of the Committee must be ratified by the Library District Director who has sole authority over spending.



**COUNCIL AGENDA MEMO – October 23, 2012**

**DEPARTMENT:** Library

**AGENDA ITEM:** Adoption of Resolution No. 4150-1311 establishing a Library Advisory Board as a standing committee of the Prescott City Council

**Approved By:**

**Date:**

**Department Head:** Roger Saft

**Finance Director:** Mark Woodfill

**City Manager:** Craig McConnell



10-16-12

**Summary**

At its October 2, 2012, workshop the City Council expressed interest in creating a standing committee to advise the Library Director and Council. Adoption of this resolution will establish a Library Advisory Board.

**Background**

As part of the ongoing examination of the General Fund and FY 2013 Budget preparations, charges for meeting room use at the library were instituted. After much discussion and a series of meetings between representatives of the City Council and Friends of the Prescott Public Library, implementation of these fees was deferred.

An advisory board for the library, created as a standing committee of the Council, will provide advice to the Director and Council in matters of library policy. The board will also create a public forum for continued policy and service level review, and provide recommendations to Council on cost-recovery for Library services.

Per City Code Chapter 1-13, standing committee membership shall consist of five members to be appointed by the City Council for two-year, non-staggered terms, appointed in March of even-numbered years following the previous fall election. The Board Chair and Vice-Chair are also appointed by the Council, and designation of a Council liaison is standard. The attached resolution further calls for membership preferences to include at least one (1) member representing the pre K-12 educational community and at least one (1) member to represent the youth community. It is also anticipated that a non-voting representative of the Friends of the Prescott Public Library will also participate to assure consistent communication is maintained.

If approved, the board vacancies will be advertised, and interested persons will be required to submit an application for review by the Council Appointment Committee, which will make recommendations as to appointments. Ideally, the application and appointment process will be completed by the end of December 2012 to enable the board to begin its work, with the first goal being review of services, costs and revenues and recommendation of an appropriate cost-recovery policy. Based on the described timing, terms for members appointed in December 2012 would expire in March 2014, with new appointments made by the then-seated Council. The ongoing goals and

**Agenda Item:** Adoption of Resolution No. 4150-1311 establishing a Library Advisory Board as a standing committee of the Prescott City Council

purpose of the board will be flexible and based on the input and needs of the Council and Library Director.

**Attachment** – Resolution No. 4150-1311

**Recommended Action:** MOVE to adopt Resolution No. 4150-1311.

**RESOLUTION NO. 4150-1311**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ESTABLISHING A LIBRARY ADVISORY BOARD AS A STANDING COMMITTEE OF THE CITY OF PRESCOTT.**

**RECITALS:**

Whereas, Chapter 1-13 of the Prescott City Code authorizes the Mayor and Council to form Standing Committees of the City to act in an advisory role to the Mayor and Council; and

Whereas, the Mayor and Council wish to create a library advisory board to address the library service needs of the City of Prescott; and

Whereas, the establishment of a library advisory board is in the best interest and promotes the welfare of the citizens of Prescott.

**ENACTMENTS:**

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

Section 1. THAT there is hereby formed a LIBRARY ADVISORY BOARD (The "Board"), which shall be comprised of five (5) members, and said Board shall function as a standing committee pursuant to the Prescott City Code Chapter 1-13.

Section 2. THAT the role of the Board is to make recommendations to the City Council on all matters pertaining to the library service needs of the citizens of Prescott, and to review and support appropriate library services and activities for the general public.

Section 3. THAT the Board is to review and provide input on the capital and operating budget plans of the library, provide input and recommendations on various policy matters, and to assist in formulating a cost-recovery policy for the library.

Section 4. THAT the Board is to encourage appropriate development and advancement of public services provided by the library.

Section 5. THAT the Library Director, or designee, shall act as an ex-officio member of the Board to provide advice and assistance.

Section 6. THAT the preferred guidelines for membership of the Board are to include at least one (1) member as representative of the pre K-12 educational community and at least one (1) member as representative of the youth community of Prescott.

Section 7. THAT membership in Board shall be consistent with existing requirements promulgated by the City of Prescott.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
LYNN MULHALL, City Clerk

\_\_\_\_\_  
G. EUGENE NEIL, Interim City Attorney

## COUNCIL AGENDA MEMO – October 23, 2012

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Approval of Amendment No. 1 to City Contract No. 2012-068 with PCL Construction, Inc.-Fann Environmental, LLC, a Joint Venture, for Construction Manager at Risk services to construct the Airport Water Reclamation Facility Phase I Expansion, in an amount not to exceed \$35,287,006.00

**Approved By:**

**Date:**

**Department Head:** Mark Nietupski

10/12/2012

**Finance Director:** Mark Woodfill

**City Manager:** Craig McConnell



10-16-12

### Project Delivery via Construction Manager at Risk (CMAR)

This item is for approval of Amendment No. 1 to City Contract No. 2012-068 for CMAR construction services for the Airport Water Reclamation Facility (AWRF) Expansion, Phase I. PCL/Fann provided pre-construction services under the preceding contract during engineering design of the AWRF facility improvements.

Contract Amendment No. 1 is based on completed construction plans and specifications, a project schedule, multiple estimates and schedules of values, and a Guaranteed Maximum Price Proposal submitted by PCL/Fann for construction and commissioning of the required AWRF Phase I improvements. The facility expansion will increase treatment capacity to 3.75 million gallons per day (MGD).

In February 2011 Public Works made a presentation to City Council on Alternative Project Delivery Methods with a recommendation that the Airport WRF Phase I Project be delivered via the Construction Manager at Risk method. Due to the magnitude and complexity of the project the CMAR process, a qualifications-based approach to construction, provides many important benefits. Teamwork is emphasized from the start of design with involvement of the Owner, Engineer (Waterworks Engineers) and CMAR. Common goals and objectives are developed with emphasis on value, quality of construction, and schedule. Continuous budget control is available to the Owner throughout the design process with team involvement in the evaluation of costs in relation to methods and materials to be incorporated into the work. CMAR projects in general have been shown to provide higher quality construction for the best value resulting in fewer warranty issues. The team approach exemplified by the CMAR process also reduces the potential for disputes, claims, and litigation.

The CMAR involvement in the design phase of the Airport Water Reclamation Facility Expansion Phase I Project provided input into design, costs for construction, subcontractor selection, materials, and methods to develop the final Guaranteed Maximum Price (GMP) cost proposal that the CMAR will agree to meet.

**Agenda Item:** Approval of Amendment No. 1 to City Contract No. 2012-068 with PCL Construction, Inc.-Fann Environmental, LLC, a Joint Venture, for Construction Manager at Risk services to construct the Airport Water Reclamation Facility Phase I Expansion, in an amount not to exceed \$35,287,006.00

## **Background**

The Airport WRF, originally constructed in 1965, was designed to treat 0.4 MGD of wastewater. In 1978 the plant was upgraded to a treatment capacity of 0.75 MGD. The most recent Airport WRF expansion was completed in 1998 with a design capacity of 2.2 MGD.

In April 2009 the City contracted with Black and Veatch to complete the Sundog Wastewater Treatment Plant (WWTP) and Airport Water Reclamation Facility (WRF) Capacity and Technology Master Plans (Master Plan). Recommendations of the Master Plan were presented to Council in September 2010. Associated analyses revealed that Biochemical Oxygen Demand and Total Suspended Solids at both treatment plants have nearly tripled since the most recent upgrades at Airport (1998) and Sundog (1990). The wastewater concentration increases have reduced the actual treatment capacity at the Airport WRF from 2.2 MGD to 1.2 MGD.

The average daily hydraulic flow to the Airport plant is 1.1 MGD, therefore, expansion is urgently needed and necessary to serve existing demand, maintain regulatory compliance, and provide additional treatment capacity for future growth in this service area.

The Master Plan similarly identified a reduction in actual Sundog plant treatment capability from its 1989 design capacity of 6.0 MGD to 3 MGD. The current average daily hydraulic flow at Sundog is 2.6 MGD.

Reflecting the foregoing, on April 26, 2011, Waterworks Engineers was awarded a design contract for engineering services for the Airport WRF Phase I Expansion improvements. PCL/Fann Environmental was also awarded a preconstruction services agreement for the Airport Water Reclamation Facility Phase I Expansion.

## **CMAR Scope of Services and Fee**

The project will produce Class A+ effluent and includes the following major components

- Influent piping and Headworks Facilities                      screens and grit removal
- Two Bioreactors/Aeration Basins                                2.6 Mgal each
- Two Clarifiers    100 ft diameter
- Pump Stations    4 ea.
- Filters
- Disinfection
- Blower/Chemical/Electrical (BCE) Building
- Solids thickening and dewatering (Centrifuge)
- Operations and Maintenance Buildings
- Yard Piping    17,885 lineal feet

**Agenda Item:** Approval of Amendment No. 1 to City Contract No. 2012-068 with PCL Construction, Inc.-Fann Environmental, LLC, a Joint Venture, for Construction Manager at Risk services to construct the Airport Water Reclamation Facility Phase I Expansion, in an amount not to exceed \$35,287,006.00

Detailed project documents with bids, equipment quotes, and direct costs are available in the Office of the City Clerk. The construction phase will involve at least 19 local contractors, suppliers, and professional service firms performing work valued in excess of \$6.3 million.

The CMAR contract costs are broken down as follows:

<b>- Bid Packages – Twenty</b>		
o Largest Bid – Electrical/I&C	\$6,815,500	
o Local Contractors (14)	\$2,884,244	
o Other Contractors	<u>\$2,685,079</u>	
<b>Sub Total</b>		<b>\$12,384,823</b>
<b>- Major Materials &amp; Suppliers</b>		
o Permanently Installed Equipment	\$4,056,506	
o Pipe Materials	\$3,031,007	
o Concrete and Aggregates (Local)	\$1,292,803	
o Misc. Other Materials & Supplies	<u>\$ 389,073</u>	
<b>Sub Total</b>		<b>\$8,769,389</b>
<b>- Installation Labor, Equipment &amp; Minor Materials</b>		
o General Requirements	\$ 515,187	
o Yard Pipe - 17,885 lineal feet	\$1,203,182	
o Site Work	\$ 229,882	
o Concrete Forming and Placing - 9,670 cubic yards	\$3,044,552	
o Other Work	<u>\$1,149,195</u>	
<b>Sub Total</b>		<b>\$6,141,998</b>
<b>- Fixed and Variable Expenses</b>		
o Projected Staff/Labor	\$1,723,549	
o Taxes	\$1,408,806	
o Insurance and Bonds	\$ 927,747	
o Temporary Facilities, Equipment Costs and Other Project Expenses	\$1,102,061	
o Landscaping, Odor Control and Furniture	<u>\$ 35,000</u>	
<b>Sub Total</b>		<b>\$5,197,164</b>
<b>CMAR FEE</b>		<b><u>\$2,293,632</u></b>
<b>CMAR GUARANTEED MAXIMUM PRICE</b>		<b>\$34,787,006</b>
<b>OWNER'S CONTIGENCY</b>		<b><u>\$ 500,000</u></b>
<b>CONSTRUCTION CONTRACT AMOUNT</b> (Amendment No. 1)		<b>\$35,287,006</b>
<b>PRECONSTRUCTION SERVICES</b> (Original Contract)		<b><u>\$ 319,938</u></b>
<b>TOTAL CONTRACT AMOUNT</b> (as amended)		<b>\$35,606,944</b>

**Agenda Item:** Approval of Amendment No. 1 to City Contract No. 2012-068 with PCL Construction, Inc.-Fann Environmental, LLC, a Joint Venture, for Construction Manager at Risk services to construct the Airport Water Reclamation Facility Phase I Expansion, in an amount not to exceed \$35,287,006.00

During the design process it was determined in the City's best interest to separately purchase a new 2000 kW electrical standby generator required for the AWRF through a State contract in the amount of \$544,000. This will save an estimated \$54,000.00 resulting from avoided markups including bond, and insurance costs. Additionally, this purchase is tax exempt under ARS 42-4051.B.19. Installation and start-up of the unit is included in the GMP. The request for authorization of this purchase will be made at a future City Council meeting.

### **Schedule**

- Construction Notice to Proceed                      November 12, 2012
- Construction Completion                                Fall 2014

### **Budget**

Funding for the project was budgeted over multiple fiscal years (FY11 - FY14) and is available from the Wastewater Fund. The Water Infrastructure Financing Authority of Arizona (WIFA) will provide project financing. The debt issue will be repaid from wastewater user rates and impact fees.

WIFA financing requires that Davis-Bacon Wages be paid under the contract.

The CMAR contract also provides for Liquidated Damages in the amount of \$1,780/day for failure to deliver the project within the specified Contract Time.

### **Attachments**

- Contract Amendment No. 1
- Final Cost Estimate for AWRF Phase I Project

**Recommended Action:** **MOVE** to approve Amendment No. 1 to City Contract No. 2012-068 with PCL Construction, Inc.-Fann Environmental, LLC, a Joint Venture, for Construction Manager at Risk services to construct the Airport Water Reclamation Facility Phase I Expansion, in an amount not to exceed \$35,287,006.00.

**City of Prescott**  
**Contract Amendment No. One**  
**Airport WRF CMAR Phase II Construction Services**

Contractor: PCL/Fann, a joint venture  
Contract No. 2012-068  
Munis No. 12068  
Account No. Various  
Date: 10/16/2012

**Purpose of Amendment:**

To begin Airport WRF CMAR Phase II Construction Services as per the attached GMP Summary dated 10/3/2012 and the Final plans and specifications dated October 16, 2012, prepared by WaterWorks Engineers. The construction phase shall be substantially complete within six hundred seventy (670) days of the Notice to Proceed and final completion shall be in seven hundred nineteen (719) days. Certificates of Insurance and bonding in accordance with the contract documents shall be required upon Council Approval.

WIFA Wage Decision Numbers to be used as follows:

AZ120026 07/20/2012 AZ26 Construction Type: Heavy

AZ120040 07/20/2012 AZ40 Construction Type: Building

The amount of Liquidated Damages for this project will be \$1780/day in accordance with MAG table 108-1

**You are directed to make the following changes in the Contract Documents:**

Increase Contract Amount by \$35,287,006.00.

<i>Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
<b>CA-1</b>	<b>Gauranteed Maximum Pricing (GMP)</b>				
	Cost of Work - labor, materials, equip, warranty	1	LS	27,331,210.00	27,331,210.00
	Construction Fee	1	LS	2,293,632.00	2,293,632.00
	General Conditions	1	LS	3,753,358.00	3,753,358.00
	Sales Tax	1	LS	1,408,806.00	1,408,806.00
	Owner Contingency	1	LS	500,000.00	500,000.00
	Net Increase in Contract Amendment				<u>\$ 35,287,006.00</u>

**Summary of Changes In Contract Price**

Original Contract Price	\$ 319,938.00
Net Change this Amendment	35,287,006.00
Amended Contract Price	<u>\$ 35,606,944.00</u>

Recommended by:

\_\_\_\_\_  
Timothy Burkeen, Capital Program Manager \_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
Mark J. Nietupski, Public Works Director \_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
Marlin D. Kuykendall, Mayor \_\_\_\_\_  
Date

Accepted by:

\_\_\_\_\_  
PCL Construction, Inc. - Fann Environmental, LLC, A Joint Venture \_\_\_\_\_  
Date

Copy to: Lynn Mulhall, City Clerk

PROJECT #: 11-013  
 PROJECT NAME: Airport Water Reclamation Facility Expansion

DATE: 10/3/2012

<b>GMP Summary</b>				<b>AMOUNT</b>
A.	Cost of the Work (Labor, Matetrials, Equipment, Warranty)			\$ 27,331,210.00
<b>INDIRECT COSTS</b>			<b>RATE</b>	
B.	CMAR's Contingency			0.00% \$ -
C.	Construction Fee			6.60% \$ 2,293,632.00
D.	General Conditions			10.80% \$ 3,753,358.00
	D1	Payment and Performance Bond	\$ 235,792.00	0.68%
	D2	Insurance	\$ 486,528.00	1.40%
E.	Sales Tax			4.05% \$ 1,408,806.00
<b>F. TOTAL GMP</b>				<b>\$ 34,787,006.00</b>
<b>OTHER COSTS</b>				
G.	Owner Contingency			\$ 500,000.00
H.	Cash Allowance			\$ -
<b>TOTAL CONTRACT</b>				<b>\$ 35,287,006.00</b>

>

General Decision Number: AZ120026 07/20/2012 AZ26

State: Arizona

Construction Type: Heavy  
 HEAVY CONSTRUCTION, Includes Water and Sewer Lines and Heavy  
 Construction on Treatment Plant Sites

County: Yavapai County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Modification Number	Publication Date
0	06/22/2012
1	06/29/2012
2	07/06/2012
3	07/20/2012

ELEC0640-006 06/21/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 25.01	3%+7.50

-----  
 ENGI0428-010 01/01/2012

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 19.89	9.34
Group 2.....	\$ 23.16	9.34
Group 3.....	\$ 24.24	9.34
Group 4.....	\$ 25.27	9.34

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Small Self-Propelled Compactor (with blade), Roller  
 r, Front End Loader (3 cy & less), Bobcat/Skidsteer/Skid  
 Loader, Oiler

GROUP 2: Backhoe (less than 1 cyl), Self-Propelled Compactor  
 (with blade), Bulldozer, Grader/Blade (rough), Front End  
 Loader 3cy- less than 6 cy yd), Scraper

GROUP 3: Backhoe (up to 10 cu yd), Excavator/Trackhoe,  
 Grade/Blade (finish), Front End Loader (6 cy-10cy)

GROUP 4: Backhoe (10 cu yd and over), Front End Loader (10 cy  
 yd and over)

-----  
 IRON0075-009 08/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.52	19.35

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson  
 Zone 2: 050 to 100 miles - Add \$4.00  
 Zone 3: 100 to 150 miles - Add \$5.00  
 Zone 4: 150 miles & over - Add \$6.50

-----  
 LABO0383-003 06/01/2010

	Rates	Fringes
LABORER (Common or General).....	\$ 17.61	4.35

-----  
 PAIN0086-002 04/01/2012

	Rates	Fringes
PAINTER (Brush Only).....	\$ 19.35	4.75

-----  
 SUAZ2012-009 05/17/2012

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 20.58	2.83
CARPENTER, Excludes Form Work....	\$ 21.86	5.37
CEMENT MASON/CONCRETE FINISHER...	\$ 18.71	2.12
IRONWORKER, REINFORCING.....	\$ 20.66	13.59
LABORER: Asphalt Raker/Shoveler/Spreader.....	\$ 15.69	4.42
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 17.00	4.55
LABORER: Grade Checker.....	\$ 18.14	4.55
LABORER: Irrigation.....	\$ 12.50	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.59	4.20
LABORER: Pipelayer.....	\$ 14.92	3.46
LABORER: Power Tool Operator....	\$ 16.55	4.20
OPERATOR: Crane.....	\$ 20.76	4.42
OPERATOR: Drill.....	\$ 23.99	7.60
OPERATOR: Forklift.....	\$ 19.86	4.75
OPERATOR: Mechanic.....	\$ 20.92	5.15
OPERATOR: Paver.....	\$ 17.07	3.20
OPERATOR: Screed.....	\$ 16.82	2.52
OPERATOR: Tractor.....	\$ 24.43	7.70

OPERATOR: Trencher.....	\$ 18.28	4.26
OPERATOR: Broom/Sweeper.....	\$ 15.40	2.45
PAINTER: Pavement Marking/Parking Lot Striping.....	\$ 19.94	4.10
PAINTER: Roller and Spray.....	\$ 20.19	4.45
TRUCK DRIVER: Flatbed Truck.....	\$ 14.15	1.48

-----  
 \* TEAM0104-002 07/01/2012

	Rates	Fringes
TRUCK DRIVER		
Group 2.....	\$ 16.07	1.50+a
Group 3.....	\$ 16.53	1.50+a
Group 4.....	\$ 17.78	1.50+a
Group 5.....	\$ 16.90	1.50+a
Group 6.....	\$ 18.57	1.50+a

FOOTNOTE:

a. Health & Welfare \$776.66 per month.

TRUCK DRIVER CLASSIFICATIONS:

- GROUP 2: 2 or 3 axle Dump , Water Truck under 2500 gal.
- GROUP 3: 4 axle Dump, Water Truck Drive- (2500 gal but less than 4000 gal)
- GROUP 4: 5 axle Dump, Water Truck 4000 gal and over
- GROUP 5: 6-axle Dump
- GROUP 6: 7-axle Dump, 8-axle Dump

-----  
 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with

characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor  
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Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

>

General Decision Number: AZ120040 07/20/2012 AZ40

State: Arizona

Construction Type: Building

County: Yavapai County in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number 0 Publication Date 07/20/2012

ELEC0640-009 06/21/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 25.01	3%+7.50

-----  
ENGI0428-014 01/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (1) Oiler.....	\$ 19.89	9.34

-----  
IRON0075-003 08/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.52	19.35

- Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
- Zone 2: 050 to 100 miles - Add \$4.00
- Zone 3: 100 to 150 miles - Add \$5.00
- Zone 4: 150 miles & over - Add \$6.50

-----  
LABO0383-005 10/01/2011

	Rates	Fringes
LABORER (MASON TENDER-BRICK).....	\$ 15.00	4.10

-----  
PLAS0394-001 07/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.84	8.57

-----  
PLUM0469-001 07/01/2011

	Rates	Fringes
PLUMBER/PIPEFITTER Zone A.....	\$ 32.50	15.15

-----  
SFAZ0669-001 04/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.53	18.42

-----  
SHEE0359-002 07/01/2012

	Rates	Fringes
SHEET METAL WORKER: (HVAC Duct Installation Only) Zone 1.....	\$ 30.42	14.82

-----  
SUAZ2012-023 05/30/2012

	Rates	Fringes
BRICKLAYER.....	\$ 21.63	0.00
CARPENTER.....	\$ 21.98	0.00
IRONWORKER, ORNAMENTAL.....	\$ 18.43	0.00
IRONWORKER, REINFORCING.....	\$ 14.11	0.00
LABORER: Common or General.....	\$ 15.56	1.95
LABORER: Irrigation.....	\$ 12.26	0.47
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.51	2.90
LABORER: Pipelayer.....	\$ 15.14	0.88
LABORER: Power Tool Operator....	\$ 14.85	4.20
MASON - STONE.....	\$ 18.25	0.95
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.96	2.43
OPERATOR: Bulldozer.....	\$ 20.54	6.31
OPERATOR: Crane.....	\$ 24.62	5.27
OPERATOR: Drill Rig Caissons....	\$ 19.06	2.39
OPERATOR: Drill.....	\$ 19.16	0.00
OPERATOR: Forklift.....	\$ 18.39	0.00
OPERATOR: Grader/Blade.....	\$ 21.39	4.26
OPERATOR: Loader (Front End)....	\$ 18.14	1.02
OPERATOR: Paver.....	\$ 21.00	3.77

OPERATOR: Roller.....	\$ 20.53	0.00
OPERATOR: Scraper.....	\$ 21.41	0.00
OPERATOR: Screed.....	\$ 22.17	4.42
OPERATOR: Trencher.....	\$ 16.24	1.34
PAINTER: Brush, Roller and Spray.....	\$ 17.33	1.25
ROOFER, Includes Waterproofing, and Installation of Metal Roofs.....	\$ 16.31	1.49
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 18.45	2.56
TILE FINISHER.....	\$ 12.50	0.00
TILE SETTER.....	\$ 15.54	0.84
TRUCK DRIVER: Dump Trucks.....	\$ 16.90	0.00
TRUCK DRIVER: Water Truck.....	\$ 15.81	0.00

-----

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=====

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-----

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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

<b>FINAL COST ESTIMATE FOR AWRF PHASE I PROJECT</b>	
<b>Fee Description</b>	<b>Fee</b>
CMAR Construction GMP	\$34,787,006
City Project Contingency	\$500,000
Generator	\$544,000
Engineering Design and Construction Services	\$5,300,000
Land Acquisition	\$500,000
CMAR Preconstruction Services	\$382,000
APS Construction Fee	\$30,000
Unisource Construction Fee	\$96,743
ADEQ Permitting Fee	\$75,000
City of Prescott Permitting Fee	\$172,675
3rd Party CMAR Cost Model Audit	\$19,900
City Staff Time	\$200,000
<b>Total Cost Estimate</b>	<b>\$42,607,324</b>

**COUNCIL AGENDA MEMO – October 23, 2012**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Authorization of payments for various utility extensions and permitting fees for the Airport Water Reclamation Facility Expansion Phase I Project: (a) Arizona Public Service Electric Utility Extension \$30,000.00; (b) Unisource Gas Utility Extension \$96,743.00; (c) Arizona Department of Environmental Quality Permit Fee \$75,000.00; and (d) City of Prescott Building Permit Fee \$172,765.15

**Approved By:**

**Date:**

<b>Department Head:</b> Mark Nietupski	10/12/2012
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell 	10-18-12

**Item Summary**

This item is to authorize payments for third party utility extensions, and permitting fees for construction of the Airport Water Reclamation Facility (AWRF) Expansion, Phase I Project. The following fees are associated with the project.

(a) Arizona Public Service Power Line Extension

The new water reclamation facility will require upgrading of the existing electric service. APS has provided a cost to underground the service and set a new electrical panel not to exceed \$30,000. The capacity provided by this electrical system upgrade is anticipated to serve ARWF Expansion Phases I and II.

(b) Unisource Gas Utility Line Extension

The Airport Water Reclamation Facility does not presently have natural gas service. To extend UniSource gas main to the site will require a tie-in to an existing 4" gas main within Melville Drive. UniSource will install 2240 lineal feet of 4" gas main, 500 lf of 2" gas main, and 11 service meters. Total cost for this installation is \$96,743.00. Natural gas is needed for several of the updated wastewater treatment plant processes and facilities including the operations building, maintenance building, headworks, return activated sludge building, blower chemical and electric building, and centrifuge. The new gas service will be adequate to serve all future AWRF Expansion Phases.

(c) Arizona Department of Environmental Quality Permitting Fee

The Airport Water Reclamation Facility operates under a current Aquifer Protection Permit. The Airport Water Reclamation Facility Phase I Expansion requires a "Significant Amendment" to the current permit.

**AGENDA ITEM:** Authorization of payments for various utility extensions and permitting fees for the Airport Water Reclamation Facility Expansion Phase I Project: (a) Arizona Public Service Electric Utility Extension \$30,000.00; (b) Unisource Gas Utility Extension \$96,743.00; (c) Arizona Department of Environmental Quality Permit Fee \$75,000.00; and (d) City of Prescott Building Permit Fee \$172,765.15

The permit application was submitted on September 13, 2012. The ADEQ review process consists of:

1. **Administrative Review of the Application – 35 business days**
  - a. Check for completeness – currently underway
2. **Substantive Review of the Application – 186 business days**
  - a. Technical review of the documents
  - b. Drafting the permit for public review
3. **Public Review of the Draft Permit**
  - a. Public comments/hearing within 30 or 45 days
4. **Final Permit Decision/Final Permit**

The permit is expected to be issued in early 2014. The estimated permit fee in the amount of \$75,000 was determined through discussions with the design engineering firm and ADEQ staff.

(d) City of Prescott Building Permit

The City Building Department requires permits and inspections for several of the structures being constructed at the new treatment plant facility. The overall fee for the City permit is \$172,675.15, primarily for water resource and other development impact fees. The plant expansion is expected to use 170,000 gallons of water per month for chlorine generation.

In some cases the preceding amounts are based on estimates. Should invoices for the respective items exceed the amount(s) described herein, City Council approval will be requested for the actual amount(s) at a future meeting.

**Budget**

FY 13 funding to cover the costs of utility extension and permits is available from the Wastewater Fund. The Water Infrastructure Financing Authority of Arizona (WIFA) will provide financing for the project.

**Attachments**

- Exhibit A APS Letter with Fee
- Exhibit B Unisource Cost
- Exhibit C ADEQ Permit Correspondence
- Exhibit D City of Prescott Permit fee

**Recommended Action: MOVE** to: approve payments to Arizona Public Service in an amount not to exceed \$30,000.00; UniSource Energy Services in an amount not to exceed \$96,743.00; Arizona Department of Environmental Quality in an amount not to exceed \$75,000.00; and the City of Prescott in the amount of \$172,675.15.



## EXHIBIT A

120 N MARINA ST.  
PRESCOTT, AZ. 86314

10/9/12

CITY OF PRESCOTT

Re: Conceptual Cost Review for PRESCOTT AIRPORT WRF

Dear Jeff,

Thank you for your interest in locating a new project within the APS service territory. After a conceptual review of your project, based on the information you provided, we estimate the cost for providing electric service not to exceed \$30,000.00 for Phase 1. This estimate does not include street lighting costs or customer provided trench and conduit costs.

The cost provided is for planning purposes only and is subject to change without notice. In order to proceed with firm pricing and a detailed electrical design, a 100% set of plans and submittals of equipment being install will be required. If added load above what has been submitted to APS at the time of this letter will void all estimates given in this letter. Phase 2,3,4,and 5 will require additional cost from APS to accommodate your future loads.

APS will extend service in accordance with the Conditions Governing Extensions of Electric Distribution Lines and Services, Schedule # 3 and the Terms and Conditions for the Sale of Electric Service, Schedule # 1, on file with the Arizona Corporation Commission.

I appreciate the opportunity to work with you and look forward to the successful completion of this project. If you have any questions, please call me at 928-776-3617.

Sincerely,

Michael Shaw  
Customer Project Manager Sr.  
Prescott Planning Department

# EXHIBIT B



In making your remittance or in any correspondence pertaining to this Invoice, please refer to the

Invoice Date  
10/11/12

Invoice # PR1385

To:

City of Prescott  
201 Cortez St.  
Prescott, AZ 86301

**Important**  
TO AVOID DELAYS PLEASE RETURN YOUR PAYMENT TO:

UniSource Energy Services  
Attn: Non-Utility Billing  
2901 W Shamrell Blvd, Suite 110  
Flagstaff, AZ 86001

Please address any questions regarding this invoice to: Ellen Sides @ 928-771-7225

PLEASE REMIT PAYMENT FOR THE FOLLOWING:

Unisource Energy Services will provide the trench and install approximately 2,240' of 4" PE pipe for the main and approximately 500' of 2" PE pipe for the services to provide natural gas to the Prescott Airport WTF at 2800 Melville Rd. There will be 12 meters total at this facility. \$96,743.00 is an estimate of the cost for this project, the City of Prescott will be billed for the actual construction costs.

Advance Due \$ 96,743.00 OR Contribution Due

This bill is due within 10 days of receipt.

CUSTOMER COPY

PLEASE RETURN ONE COPY WITH YOUR PAYMENT

Please do not write below this line

Task Number	CIAC (Contributions)	Amount
DP10838	AIAC (Advances)	\$ 96,743.00
Task Number		Amount

# EXHIBIT C

Low,Jeff

---

**From:** Marcy M. Mullins [Mullins.Marcy@azdeq.gov]  
**Sent:** Thursday, October 04, 2012 3:19 PM  
**To:** Low,Jeff  
**Subject:** FW: Send data from 5555 10/04/2012 14:55  
**Attachments:** DOC100412-10042012145532.pdf

Hi Jeff - As per your request, I have attached three pages from a power-point presentation which list the basic steps in the permitting process. Based on my experience both in writing permits and in working with the City of Prescott (which is usually very responsive), I believe this permit can be issued for under \$60,000. (Of course, I cannot guarantee it.)

I hope this is helpful - please let me know if there is anything else you need.

Marcy Mullins, Environmental Program Specialist Aquifer Protection and Wastewater Reuse Permits  
1110 W. Washington Street, Mail Code 5415B-3 Phoenix, Arizona 85007  
(602) 771-4464

-----Original Message-----

**From:** 5555 [mailto:[aot@azadeq.gov](mailto:aot@azadeq.gov)]  
**Sent:** Thursday, October 04, 2012 2:56 PM  
**To:** Marcy M. Mullins  
**Subject:** Send data from 5555 10/04/2012 14:55

Scanned from 5555.  
Date: 10/04/2012 14:55  
Pages:3  
Resolution:300x300 DPI

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\*\*\*\*\*  
NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this e-mail and its attachments. If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail. Thank you.



Janice K. Brewer  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street, Phoenix, Arizona 85007  
(602) 771-2300 www.azdeq.gov



Henry R. Darwin  
Director

September 17, 2012

City of Prescott Public Works Department  
Attn: Scott J. Gregorio, Wastewater Superintendent  
1505 Sundog Ranch Road  
Prescott, Arizona 86301

**Re: Prescott, City of - Airport Waster Reclamation Facility  
Receipt of Aquifer Protection Permit Application (File No. 101733, LTF No. 56850)  
Significant Permit Amendment**

Dear Mr. Gregorio:

The Arizona Department of Environmental Quality (ADEQ) is in receipt of the application for an amendment to the Aquifer Protection Permit (APP) for the City of Prescott Airport Water Reclamation Facility. The application was received by the Department on September 13, 2012, and entered into the tracking system on September 14, 2012. Review of this application is subject to the requirements of the licensing time frames (LTF) statute under Arizona Revised Statutes (A.R.S.) § 41-1072 through § 41-1079 and the LTF rules under Arizona Administrative Code (A.A.C.) R18-1-501 through R18-1-525.

Your application has been entered as a **Significant Amendment** to the existing APP. The time frame for processing this application is 35 business days for the administrative review and 186 business days for the substantive review.

In accordance with A.A.C. R18-14-102(B), this application will be processed at an hourly rate of **\$122.00** per hour. In accordance with A.A.C. R18-14-102(C), the maximum fee for this application will not exceed **\$200,000**.

It is my understanding that I am to work directly with Mr. Scott Tkach, P.E., engineer for the City of Prescott during the review of the application and the processing of the permit. If this is incorrect, please let me know.

The application is now in the Administrative Review phase. Your application will soon be reviewed to determine if it is administratively complete. If so, you will receive a letter titled "Notice of Administrative Completeness". If there are any administrative deficiencies, you will receive a letter titled "Notice of Administrative Deficiencies," requesting the remaining items.

Southern Regional Office  
400 West Congress Street, Suite 433, Tucson, AZ 85701  
(520) 628-6733

*Printed on recycled paper*

Mr. Scott J. Gregorio  
September 17, 2012  
Page 2 of 2

I look forward to working with you on the processing of this application. In the meantime, if you have any questions, please feel free to contact me at (602) 771-4464, or [mmm@azdeq.gov](mailto:mmm@azdeq.gov).

Sincerely,



Marcy Mullins, APP Project Manager  
APP and Reuse Unit

cc: Asif Majeed, Supervisor, APP and Reuse Unit  
Lynne Dekarske, EPS - Water Quality Administrative Services Team, ADEQ  
Scott Tkach, P.E. - City of Prescott  
Rob Bryant, Project Manager - Water Works Engineers  
John Matta, Project Manager - Water Works Engineers

APPR12:440



Janice K. Brewer  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street, Phoenix, Arizona 85007  
(602) 771-2300 www.azdeq.gov



Henry R. Darwin  
Director

## Notice of Administrative Completeness

October 11, 2012

City of Prescott Public Works Department  
Attn: Scott J. Gregorio, Wastewater Superintendent  
1505 Sundog Ranch Road  
Prescott, Arizona 86301

**Re: Prescott, City of - Airport Waster Reclamation Facility  
Aquifer Protection Permit Application (File No. 101733, LTF No. 56850)  
Significant Permit Amendment - Application Complete**

Dear Mr. Gregorio:

The Arizona Department of Environmental Quality (ADEQ) received the above-referenced application on April 6, 2012. Review of this application is subject to the requirements of the licensing time frames (LTF) statute under Arizona Revised Statutes § 41-1072 through § 41-1079 and the LTF rules under Arizona Administrative Code R18-1-501 through R18-1-525.

**Under A.R.S. § 41-1074, the Department considers the application to be administratively complete as of October 11, 2012.**

This determination ends the Administrative Completeness Review time frame and begins the Substantive Review time frame for your application. Your submittal has been referred to the appropriate personnel for review under the Substantive Review time frame.

Please feel free to contact me if you have any questions regarding this letter or otherwise need assistance. I can be reached at (602) 771-4464.

Sincerely,

Marcy Mullins, Aquifer Protection Permit Officer  
APP and Reuse Unit

cc: Lynne Dekarske, EPS - Water Quality Administrative Services Team, ADEQ  
Asif Majeed, Manager - APP and Reuse Unit, ADEQ  
Shivani Shah, Reviewing Engineer - APP and Reuse Unit, ADEQ  
Wael Hassinan, Reviewing Hydrologist - APP and Reuse Unit, ADEQ  
Scott Tkach, P.E. - City of Prescott  
Rob Bryant, Project Manager - Water Works Engineers  
John Matta, Project Manager - Water Works Engineers

APPR12:477

Southern Regional Office  
400 West Congress Street, Suite 433, Tucson, AZ 85701  
(520) 628-6733

Printed on recycled paper

# EXHIBIT D

Permit#: B1207-093  
 Date Issued:  
 APN:103-01-025C

**CITY OF PRESCOTT**  
**BUILDING PERMIT**  
 201 S. Cortez Street  
 Prescott, AZ 86303



SITE ADDRESS: 2800 N MELVILLE RD  
 ZONING: IG

SUBDIVISION NAME:  
 OWNER NAME: CITY, OF PRESCOTT  
 ADDRESS: PO BOX 2059  
 CITY, STATE, ZIP: PRESCOTT, AZ 86302

CONTRACTOR: P C L CIVIL CONSTRUCTORS INC  
 ADDRESS: 1711 W. GREENTREE DR  
 CITY, STATE, ZIP: TEMPE, AZ 85284  
 PHONE#: 4808296333 CELL#:  
 ROC#: 153029 / 075038 SALES TAX LICENSE#: 5516776

ARCHITECT/DESIGNER:  
 ADDRESS:  
 CITY, STATE, ZIP.,  
 PHONE#:

CIVIL ENGINEER: WATER WORKS ENGINEERS  
 ADDRESS: 7580 N DOBSON RD STE 200  
 CITY, STATE, ZIP: SCOTTSDALE, AZ 85256  
 PHONE#: 4806611742 CELL#:

DESCRIPTION OF WORK: 3.75 MGD WASTEWATER TREATMENT PLANT EXPANSION

SPECIAL NOTES:

RESTRICTIONS: WARNING FEMA.

Issuance of this permit shall not be construed as an adoption of the construction documents as the minimum standard of construction, and that the construction authorized by this permit shall be in strict compliance with all Codes, Statutes, Regulations and Ordinances applicable thereto as the minimum standard of construction, and that the City of Prescott reserves the right to enforce same notwithstanding the issuance of this permit.

Signature, Owner or Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

FEE DESCRIPTION	ACCOUNTS	AMOUNT
BUILDING PERMIT	1009999-6405	4,783.20
E/M/P FEES (COMMERCIAL)	1009999-6405	3,407.25
PLAN CHECK FEES	1009999-6520	4,812.71
PUB WRKS - (OLD) COMM SEWER BUY-IN	7259999-6505	3,416.00
PW-SEWER PERMIT	7209999-6405	5.00
PW-WATER PERMIT FEE	7009999-6405	5.00
PUB WRKS-(OLD) SYSTEM IMPACT FEES	7159999-6505	81,481.98
PUB WRKS-(OLD) WATER RESOURCE DEV FEE	7109999-6505	74,764.01
<b>TOTAL FEES CHARGED:</b>		<b>\$172,675.15</b>

CONSTRUCTION VALUES	DESCRIPTION	QTY	UNITS	VALUE
B. BUSINESS/IIIB		22,715.00	SF	2,907,520.00
<b>TOTAL CONSTRUCTION AREA:</b>		<b>22,715.00 SF</b>		<b>TOTAL CONSTRUCTION VALUE: 2,907,520.00</b>

## COUNCIL AGENDA MEMO October 23, 2012

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Approve a request by Yavapai College for a variance to the City Code, Title 8-6-2, to allow placement of an electronic monument sign within the public right-of-way, and to grant an exception to the Land Development Code, Article 6.12, pertaining to the size and height of the sign; and approval of a license agreement for the sign

**Approved By:**

**Date:**

<b>Department Head:</b> Mark Nietupski	10/10/2012
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell 	10-16-12

### Item Summary

Approval of this item will grant a variance from City Code Title 8-6-2 and allow Yavapai College (YC) to place a free-standing monument sign in the public right-of-way behind the concrete barrier wall along the SR69/SR89 approach to Sheldon Street (Exhibits A and B); and an exception to Land Development Code Article 6.12 requirements pertaining to the size and height of the sign.

### Background

City Code, Section 8-6-2, prohibits signs within public rights-of-way. On August 22, 2012, the City received a written request from Yavapai College for a variance to allow placement of a sign in the City right-of-way, per City Code Section 8-6-3. Yavapai College also submitted a detailed drawing of the sign indicating dimensions of thirteen (13') feet and two (2") inches tall, and eight (8') feet and three (3") inches wide, with a wedge shape and LED message board (Exhibit C).

In their letter YC expressed an interest in better publicizing the many events that are scheduled at the Yavapai College Performing Arts Center (YCPAC). The Performing Arts Center is located well off of Gurley Street creating an 'extreme hardship' for the commercial activities of the venue. Yavapai College believes it would be in the best interest of the City, the College, and mutual constituents to have an electronic sign to help promote a variety of events both in the Performing Arts Center and throughout the College District" (Exhibit D).

Public Works confirmed through a survey that the requested sign location is within the street right-of-way.

**Agenda Item:** : Approve a request by Yavapai College for a variance to the City Code, Title 8-6-2, to allow placement of an electronic monument sign within the public right-of-way, and to grant an exception to the Land Development Code, Article 6.12, pertaining to the size and height of the sign

City Code, Section 8-6-3, provides City Council discretion in cases of “extreme hardship” of the land, to grant a variance and allow a sign within the right-of-way. City Code, Section 8-6-3.D, defines “Extreme Hardship” as:

- 1) A topographic situation which exists that prohibits visibility of a business from the adjoining right-of-way; or
- 2) A topographic situation which exists that prohibits the visibility of a “shopping mall” (which is defined as retail stores included within a complex having a common parking area and containing a cumulative amount of not less than 100,000 square feet of retail space) from the nearest arterial roadway.

YC is requesting that Council also grant an exception to the size and height of the sign. The sign, as proposed, exceeds the height and area requirements specified in the LDC for changeable copy signage as follows:

	<b>PERMITTED BY LDC</b>	<b>REQUESTED BY YC</b>
<b>HEIGHT</b>	12 feet	13 feet, 2 inches
<b>ELECTRONIC AREA</b>	16 square feet	27.5 square feet
<b>OVERALL SIGN SIZE</b>	32 square feet	49.5 square feet

In the event of Council approval, a License Agreement has been prepared to grant the variance and permit the sign within the right-of-way. Included in the agreement is a requirement for public liability insurance, annual compensation for use of the public right-of-way, and restrictions related to landscaping maintenance and sight visibility. The License Agreement may be terminated with thirty (30) days notice by either party.

**Attachments**

- Exhibit A – Legal Description
- Exhibit B – Survey Map
- Exhibit C – Sign Illustration
- Exhibit D – Yavapai College Letter
- License Agreement

**Recommended Action:** **MOVE** to approve: (1) a variance from City Code, Title 8-6-2, to place a sign within the public right-of-way as described in the request by Yavapai College; (2) an exception to the Land Development Code, Article 6.12, for the size and height of the sign also as described in the request; and (3) the License Agreement.

EXHIBIT A

That portion of Section 34, Township 14 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, being a portion of the State Route 89 – Sheldon Street right-of-way as shown on the Results of Survey for the PRESCOTT – ASH FORK HWY, Arizona Department of Transportation Project S-089-B-701, Drawing D-13-T-471, recorded in Book 170 of Land Surveys at Page 5, records of the Yavapai County Recorder, adjoining the southeasterly line of the Description for Fee Estate – To College described in Exhibit "A" as recorded in Book 4005 of Official Records at Page 757, records of the Yavapai County Recorder, more particularly described as follows:

COMMENCING at Corner No. 1 of the WHIPPLE BARRACKS MILITARY RESERVATION marked with a G.L.O. brass cap, from which Corner No. 2 of said WHIPPLE BARRACKS MILITARY RESERVATION marked with a G.L.O. brass cap bears North 41°30'01" West (basis of bearing) a distance of 9596.21 feet (record);

thence South 89°41'53" East, along the northerly line of said Description for Fee Estate – To College, a distance of 1031.03 feet (record) to a point;

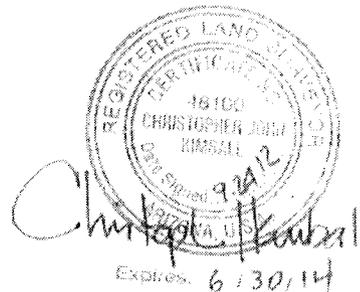
thence South 04°20'25" West, along the easterly line of said Description for Fee Estate – To College, a distance of 33.31 feet (record) to a point;

thence South 53°25'46" West, along the southeasterly line of said Description for Fee Estate – To College, a distance of 35.74 feet (record) to a point;

thence South 00°13'09" West, along the southeasterly line of said Description for Fee Estate – To College, a distance of 25.11 feet (record) to a point;

thence North 89°46'51" West, along the southeasterly line of said Description for Fee Estate – To College, a distance of 33.58 feet to a point;

thence South 53°25'46" West, along the southeasterly line of said Description for Fee Estate – To College, a distance of 68.82 feet (record) to a point;



thence westerly along the southeasterly line of said Description for Fee Estate – To College, from a local tangent bearing of South 68°53'08" West, along a curve to the right having a radius of 1382.50 feet, for a length of 98.71 feet (record) to a point;

thence South 03°10'33" West, along the southeasterly line of said Description for Fee Estate – To College, a distance of 29.39 feet (record) to a point;

thence North 86°49'27" West, along the southeasterly line of said Description for Fee Estate – To College, a distance of 75.09 feet to the TRUE POINT OF BEGINNING;

thence South 0°0'0" East, leaving said southeasterly line, a distance of 64.80 feet to a point;

thence southwesterly, from a local tangent bearing of South 62°19'51" West, along a curve to the left having a radius of 100.00 feet, for a length of 13.12 feet to a point;

thence South 54°48'50" West a distance of 18.00 feet to a point;

thence westerly, from a local tangent bearing of South 54°48'50" West, along a curve to the right having a radius of 15.00 feet, for a length of 9.67 feet to a point;

thence North 0°0'0" East a distance of 80.79 feet to a point on the southeasterly line of said Description for Fee Estate – To College;

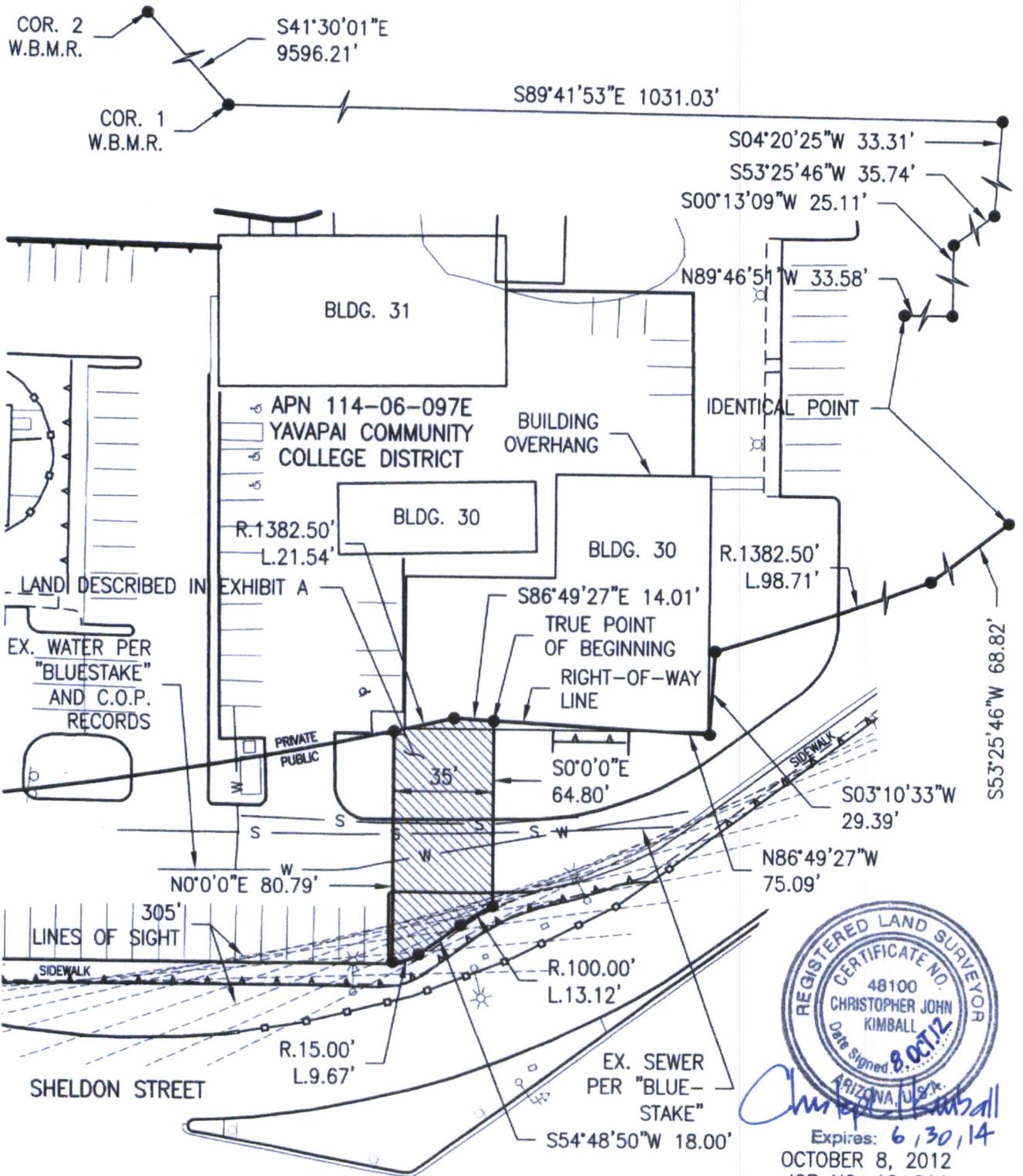
thence easterly, along the southeasterly line of said Description for Fee Estate – To College, from a local tangent bearing of North 77°45'29" East, along a curve to the left having a radius of 1382.50 feet, for a length of 21.54 feet to a point;

thence South 86°49'27" East, along the southeasterly line of said Description for Fee Estate – To College, a distance of 14.01 feet to the TRUE POINT OF BEGINNING.

Containing 2,626 square feet, more or less.

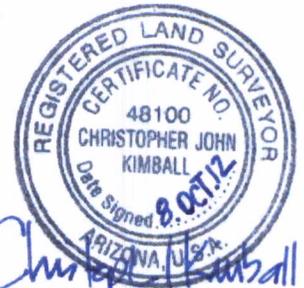
*This description is based on the record documents noted within and does not benefit from a field survey.*

# EXHIBIT B



0' 25' 50'  
SCALE IN FEET

C.O.P. ... CITY OF PRESCOTT  
 R. ... RADIUS  
 L. ... ARC LENGTH  
 W.B.M.R. ... WHIPPLE BARRACKS MILITARY RESERVATION



*Christopher John Kimball*  
 Expires: 6/30/14

OCTOBER 8, 2012  
 JOB NO. 12-014  
 KELLEY/WISE ENGINEERING, INC.  
 146 GROVE AVENUE  
 PRESCOTT, AZ. 86301  
 (928) 771-1730



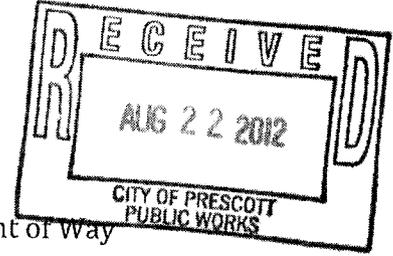


*Copy to file  
MFM*

# Yavapai COLLEGE

August 22, 2012

TO: Mark Niepupski, Public Works Director  
CC: Tom Guice, Community Development Manager  
Marlin Kuykendall, Mayor  
RE: Request for Variance to allow placement of Sign in City Right of Way  
And License Agreement



As you know, Yavapai College is located at the entrance to Prescott, on Sheldon at the junction to Highway 89. For over 40 years, the College has made significant contributions to the community through its educational programming and facilities. With the completion of recent renovations, Yavapai College is proud to present a brand new Performing Arts Center (YCPAC), one where expanded programming will provide culturally-enriching experiences for people living throughout Yavapai County.

The improved Yavapai College Performing Arts Center is an 1100 seat venue which brings in live performers from across the country to entertain and educate people from the greater Prescott area, as well as from surrounding communities, the state, and even from other states in our region. For example, demographic information from a recent concert held in June indicate that over 900 guests from outside of the Greater Prescott area attended the event—people who ate, shopped, and slept in Prescott, and generated sales tax revenues while visiting Prescott to see the show.

Yavapai College is interested in better publicizing the many events that are scheduled at the YCPAC. Unfortunately, the Performing Arts Center is located well off of Gurley Street creating an "extreme hardship" for the commercial activities of the venue. Yavapai College believes it would be in the best interest of the City, the College, and our mutual constituents to have an electronic sign to help promote a variety of events both in the Performing Arts Center and throughout the College District.

The City of Prescott has a right of way which extends along the entire border of the College property line. As such, we are asking the City Council to allow a variance to the city ordinance (per 8-6-3), and to establish a Licensing Agreement to allow Yavapai College the ongoing use of the property to allow for the placement of an electronic monument sign as outlined in the attached drawings.

Best Regards,

Clint Ewell, Vice President Finance & Administrative Services

**life explored**

1100 East Sheldon Street, Prescott, Arizona 86301 928.445.7300

**RIGHT-OF-WAY ENCROACHMENT LICENSE AND PERMIT AGREEMENT**

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as "Licensor", and The Yavapai College Community Facilities District, hereinafter referred to as "Licensee."

**WHEREAS** the City Council of the City of Prescott has granted the Yavapai College Community Facilities District a variance pursuant to City Code, Chapter 8-6, for the limited purposes stated herein, now therefore,

**WHEREAS** the Yavapai College Community Facilities District must also obtain from the Public Works Director a permit or license for the purposes of such variance,

In consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, the parties agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants to Licensee a license to occupy and use a portion of the right-of-way owned by Licensor generally located on Sheldon Street, Prescott, Arizona, and more particularly identified as the location described in the attached Exhibit "A" and "B", for the sole purpose of allowing the placement of a sign described herein. Said construction, installation and any repair and/or maintenance of the sign shall be at the Licensee's expense and at no cost to the Licensor, subject to the prior approval by the City Public Works Director.

2. **LIMITATION TO LOCATION AND DESCRIBED USE OF PREMISES.** The location and limitation of this License shall be specifically limited to the location in the right-of-way as more particularly described in the attached and incorporated Exhibit "A" and "B" hereto, and no other. The use of such location is specifically limited to the erection of an electronic monument changeable copy sign, and associated utility location, as described in the attached Exhibit "C" to be used solely to provide information about events at the Yavapai College Performing Arts Center or other Yavapai College events, and for no other purpose, including but not limited to any commercial purposes or containing any other commercial information.

3. **RESPONSIBILITY OF LICENSEE.** Licensee shall maintain the area which is hereby licensed in good condition and repair. Licensee shall at all times keep and maintain said area in a safe and good condition and repair. Yavapai College shall, at their own expense,

modify the landscaping within the line of sight triangle noted on Exhibit B, so that no trees or shrubbery are greater than three (3) feet in height or are lower than seven (7) feet in height.

4. INDEMNIFICATION. To the fullest extent allowed by law, the Licensee hereby agrees to defend, indemnify, save and hold harmless the Licensor, its departments, agencies, officers and employees from all cost, damages, liability and claims of any kind whatsoever which is caused by any activity, condition or event arising out of the use of the licensed area by Licensee.

5. LICENSE. This Agreement shall be construed as a mere license by Licensor to Licensee. It shall not be construed as an easement, lease, rental agreement, or as a grant of any interest in the real property other than a mere license.

6. TERMINATION. This Agreement may be terminated with or without cause by either party by providing thirty (30) days written notice to the other party. Licensee shall have no claim or cause of action whatsoever against the Licensor by reason of any termination of this License and hereby waives same.

7. REMOVAL OF IMPROVEMENTS UPON TERMINATION. Licensee agrees to remove any and all improvements, including but not limited to any structures which are allowed pursuant to this Agreement, at its sole cost, immediately upon the termination of the License. If Licensee shall fail to remove said improvements within the time specified herein, then in that event, Licensor may remove same, the costs of which shall become a charge against Licensee which Licensee hereby agrees to pay.

8. LICENSE NOT APPROVAL. This Agreement shall be construed as a mere license by Licensor to Licensee. It shall not be construed as an easement, lease, rental agreement, or as a grant of any interest in the real property other than a mere license. The grant of this License shall not be construed as the grant of approval or permit as to the construction, location or marking of any improvements other than described herein. Prior to undertaking any construction, markings, or other improvements within the licensed area, Licensee must first obtain a permit from the Community Development Department for the final plans for construction, including the location of any utilities. The licensee shall also provide the City with as-built plans, which shall include the location of any associated utilities. It is the understanding of the parties that any use of the subject right-of-way, or structures located thereon, are subject to all applicable Federal, State, County and City laws, rules, regulations, and ordinances, including but not limited to the City Land Development Code, unless an exception or variance has been granted by the City Council or Board of Adjustment.

9. INSURANCE. Licensee agrees and shall maintain in full force and effect during the entire term of this License Agreement, general errors and omissions, public liability insurance in the amount of \$2,000,000 covering the activities of the Licensee, with Licensor as a named additional insured. Certificates of such policy shall be delivered to Licensor before the term hereof commences. All insurance must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in

A.R.S. Section 20-217, a copy of which certificate is to be attached to the applicable Certificate of Insurance.

10. CONSIDERATION. In consideration of this Agreement, Licensee hereby agrees to pay to the Licensor the sum of seven hundred and nine dollars and two cents (\$709.02) per year, payable as follows: Payable the first of every November during the term of this License.

11. WAIVER OF JURY TRIAL. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

12. WAIVER OF ATTORNEY'S FEES. The parties hereby expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the License, pursuant to A.R.S. Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute.

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

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the day and year first above written.

**LICENSOR:**

CITY OF PRESCOTT, a  
Municipal corporation

By: \_\_\_\_\_  
MARK NIETUPSKI  
Public Works Director

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynn Mulhall, City Clerk

\_\_\_\_\_  
G. Eugene Neil, City Attorney

**LICENSEE:**

Yavapai County Community College District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNCIL AGENDA MEMO – October 23, 2012**

**DEPARTMENTS:** Finance / Public Works

**AGENDA ITEM:** Approval of a professional services agreement with Red Oak Consulting for Development of Impact Fees, Infrastructure Improvement Plan and Associated Documents, and Analysis and Development of Utility Rates, in an amount not to exceed \$289,694.00

**Approved By:**

**Date:**

<b>Public Works Director:</b> Mark Nietupski	10/16/2012
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell 	10-16-12

**Item Summary**

Arizona Senate Bill 1525 became effective December 31, 2011. Pursuant to this legislation development impact fees must be replaced with a new fee schedule based on land use assumptions and an infrastructure improvements plan (IIP) in compliance with the pertinent statutes (§9-463.05).

The law essentially requires every element of the IIP to be prepared by “qualified professionals” licensed in the State of Arizona, precluding in-house accomplishment. Impact fee zones will be delineated and validated identifying properties that benefit from specific project/system improvements. The zones must demonstrate a connection between the capital improvement project and the demands of new growth (residential and commercial) identified in the General Plan. The legislation requires new impact fees based on the new criteria and other requirements to be in effect prior to August 1, 2014. To meet this deadline Council must adopt an ordinance establishing fees by May 18, 2014.

This agenda item is to award a contract to Red Oak Consulting for all analyses, calculations, development of supporting documents and ancillary materials necessary. The analyses and studies will be twofold, covering both impact fees (Police, Fire, Parks, Library, Streets, Water, and Wastewater), as described above, and utility rates (water and wastewater). Both components are necessary to clearly distinguish between impact fees as a funding mechanism for the infrastructure demand generated by new growth, and utility rates which are required for operations, maintenance, and to remedy existing deficiencies.

**Impact Fees**

City-wide Water System and Water Resource Development Impact Fees were adopted in 2006 following a rate and development fee study performed by Red Oak Consulting. In 2008 Economists.com performed a “Water and Wastewater Rate and Impact Fee Study” following which Council adopted the recommended impact fees and rates. However, the impact fees never went into effect due to the moratorium declared by the State in 2009.

**Agenda Item:** Approval of a professional services agreement with Red Oak Consulting for Development of Impact Fees, Infrastructure Improvement Plan and Associated Documents, and Analysis and Development of Utility Rates, in an amount not to exceed \$289,694.00

This new contract with Red Oak Consulting will provide the City Council and community with a thorough review of costs associated with providing public services. An early scope element will evaluate existing fees and proposed projects to determine whether to move forward with any/all fees. At this checkpoint, the City Council will make a decision as to which fees will continue to be assessed, with the actual amounts to be determined through following detailed analyses consistent and in accordance with the requirements of the legislation, including prescribed public information/participation meetings.

During recent City Council discussion a question was raised regarding whether as a charter city Prescott must necessarily comply with the impact fee legislation. The City Attorneys Office has advised that when a subject is of statewide concern and the Legislature has acted, the fact that Prescott is a charter city does not empower it to ignore the legislative action. The legislation regarding development of impact fees is clearly of statewide concern, therefore the City is required to comply with it.

### **Water and Wastewater Utility Rates**

Following completion of the 2006 Utilities Rate Study adjustments necessary to fund ongoing major systems rehabilitation, maintenance, and operations became effective in three increments (July 2008, January 2009, January 2010). The 2006 study was followed by the "Water & Wastewater Rates – 2010 Update" prepared internally, after which further adjustments were adopted (effective February 2011, January 2012, January 2013).

Red Oak will consider these rate analyses in preparing the update included in this professional services agreement, fully considering the City's highly complex water and wastewater systems, and the operational and capital requirements necessary to provide safe and reliable utilities services. The deliverables will be proposed water and wastewater rates necessary to provide safe and reliable utilities services to the benefit of the health, safety, and welfare of Prescott's residents and other water and wastewater customers.

It is expected that various projects identified in the IIP will be funded from both rates and impact fees. The Water and Wastewater Models being concurrently updated via other contracts will identify zones of benefit for all planned capital improvements serving existing and new growth areas. Red Oak will review and validate the service benefit areas for representative allocation of costs/fees based on justifiable percentages to be determined.

### **Procurement of Professional Services**

On August 16, 2012, the City received five (5) Statements of Qualification for this publicly advertised project. Pursuant to professional services selection procedures, the submittals were subsequently ranked and the three highest rated firms interviewed.

**Agenda Item:** Approval of a professional services agreement with Red Oak Consulting for Development of Impact Fees, Infrastructure Improvement Plan and Associated Documents, and Analysis and Development of Utility Rates, in an amount not to exceed \$289,694.00

Red Oak Consulting emerged as the top ranked firm for the project. The attached scope of services and fees were negotiated thereafter.

**Schedule**

Commence Work	October 29, 2012
Utility Rates Study Complete	October 4, 2013 (Target rates effective date 1/1/14)
Impact Fee Study Complete	April 14, 2014 (Target fees effective date 8/1/14)

**Budget**

FY13 funding has been budgeted and is available for this project in the Water Fund, Sewer Fund, and General Fund.

**Attachment** - Exhibit A (Scope of Work, Fees, and Schedule)

**Recommended Action:** **MOVE** to approve a professional services agreement with Red Oak Consulting for Development of Impact Fees, Infrastructure Improvement Plan and Associated Documents, and Analysis and Development of Utility Rates, in an amount not to exceed \$289,694.00.

## Attachment A-1 Project Approach

### UNDERSTANDING OF THE SCOPE OF WORK

The purpose of this project for the City of Prescott (the City) is two-fold: (1) completion of a development impact fee study and (2) utility rate study. Regarding the development impact fee study, the first or initial effort will be to assess whether the City's fees for the current service categories should be continued and if so, then calculate development impact fees (for the service categories listed below) consistent with the requirements of Arizona Revised Statutes (ARS) §9-463.05 effective January 1, 2012. The City development impact fees for following service categories that will be evaluated are:

- |                   |           |
|-------------------|-----------|
| * Police          | * Fire    |
| * Streets         | * Library |
| * Wastewater      | * Water   |
| * Water Resources | * Parks   |

### PLAN AND METHOD OF APPROACH TO ACCOMPLISH THE SCOPE OF WORK

The following tasks outline our plan and method of approach for this study to update development impact fees and complete a utility rate study.

#### Task 0 - Assess Current Fees-Project Initiation

The Red Oak Team will lead a Project Initiation (PI) meeting with key City Staff (City Project team) managing this project, to confirm scope of work, roles, responsibilities coordination and project timeline for study tasks and public hearings.

We will work with City Staff to review the requested data necessary to update the City's development impact fees to meet the requirements of ARS §9-463.05 in addition to the water and wastewater utility rate study. In preparation for and during the PI meeting we will jointly (with the City Staff) develop recommendations, for consideration by the City Council, regarding which of the City's current development impact fees to move forward with in completion of the "full" task plan. These recommendations will consider a number of factors including the magnitude of the fee, expected community

growth and resulting revenue potential in light of the legislative requirements regarding the timing of development impact fee revenue collection and spending. Staff will present the recommendations to the City Council and the decision made by Council regarding which fee categories to pursue, may impact the remaining scope of work and required level of effort and cost.

#### Task 1 - Recommend Land Use Assumptions

Land use assumptions will provide the basis for service demand projections of new facilities. The Red Oak Team will review current City growth projections within the City's current Land Use Update and other internal City documents as well as growth projections developed by up to two (2) regional planning organizations. We will work with City Staff to review these over the next ten years that include population, housing, employment, commercial, industrial and other non-residential square footage. The deliverable for this task is a memorandum on the recommended land use assumptions that will serve as the basis for updating capital facilities, service demands and infrastructure needed to serve growth over the next ten years.

#### Task 2 - Ascertain Demand Factors & Level of Service for Relevant Public Facilities

We will also review service level standards, current population served, and current demand factors provided in the data request to determine the service level provided by fee category. Prior to completing the land use analysis, the Red Oak Team and the City Project Team will discuss existing geographic service area designations identified within the City's water distribution and wastewater collection system model reports will be used to evaluate service levels and current and future facilities with capacity to serve new customers. Additional service areas may be established based on the review of current City facilities and benefit of current facilities provided. We will then incorporate recommended land use assumptions and growth projections developed in Task 1 to project service demands for City services. An estimate of future Equivalent Dwelling Units (EDUs) for each service area defined by the City will be developed.

### Task 3 - Determine Appropriate Allocation Methodology to Comply with New Statute Requirements

Development impact fees should represent the unit cost of the service demands new development places on current or future facility requirements. In this task we will recommend the development impact fee methodology that best reflects the unit cost incurred to serve new development based on service demand and current and future facilities by fee category. A summary memorandum of the recommended approach will be developed.

### Task 4 - Identify Capacity Needs & Costs

Current and future growth-related facility costs need to be identified to update development impact fees by fee category and service area. To identify facility needs and costs we will incorporate guidance within ARS §9-463.05 affecting facilities eligible for development impact fee recovery. Service level requirements and demand factors will provide the basis for new facilities and will be reviewed with the City related to the timing of capital projects by fee category.

We will work with City Staff to identify existing facilities with excess capacity and document the funding sources for these facilities. We will also review proposed capital improvement plan or other relevant studies to identify growth-related facilities to serve growth over the next ten years. Once the growth-related capital improvements have been identified over the ten-year study period, we will work with City Staff to identify the facilities that are likely to be financed. Financing costs will be determined by preparing a ten-year cash flow analysis of funding sources for the capital costs including estimates for development impact fee revenues and estimated costs for growth-related projects anticipated and repayment of existing growth-related debt. Those improvements anticipated to be funded by tax-based revenues generated by new development may require offsets developed in subsequent tasks. We will also summarize land cost requirements included in the facility cost estimates to assist in the administration of credits.

In reviewing planned capital project cost estimates provided by the City and developed by a qualified professional licensed in the State of Arizona, we will allocate the portion of improvements to serve growth considering:

- Improvements to current facilities related to upgrading or updating facilities to maintain current service levels, improve service levels or meeting more strict regulatory standards by service area.
- Improvements related to expanding capacity to serve new growth.
- Anticipated inflation based on City specific construction cost estimates.
- Additional items that will be reviewed within this task include:
  - Work with City Staff to review the land cost estimates that are part of the water and wastewater capital project cost estimates.
  - Review the City's current right-of-way dedication and acquisition policy.
  - Survey current practices and alternatives based on policies of up to five (5) comparable communities will be developed in this task.

Once requested data is provided and evaluated in previous tasks, the Red Oak Team and the City Project Team will facilitate subsequent meetings with City Staff and Department Directors who have projects that are proposed to be funded by development impact fees; these meetings will be held at the City offices. During meetings, we will discuss the following:

- Service level standards, demand factors and growth by fee category and/or service area.
- Existing and future facility requirements to meet projected demand factors over the ten-year study period.
- Capital funding sources, including facilities anticipated to be financed over the ten-year study period.

### Task 5 - Determine Need for & Calculate Credits to be Applied Against Capital Costs

In this task, we will determine need for and calculate credits and offsets to be applied against capital costs. Credits for a portion of development impact fees by fee category will be provided for facilities constructed by new

development that are included in the development impact fee for the same category.

Offsets will be developed for growth-related improvements anticipated to be funded through tax-based revenues generated from new development.

We will work with City Staff to:

- Evaluate offsets for growth-related revenue such as excess transaction privilege tax (TPT) tax, and other growth-related revenue used towards growth-related capital projects will be taken into consideration for the calculations for the ten-year study period.
- Incorporate City summary of existing development agreements that includes contributed facilities subject to future development impact fee credits or reimbursement.

### **Task 6 - Discuss Preliminary Methodologies & Policy Options**

Based on the review of key data, discussion with City Staff and subsequent evaluations the Red Oak Team will summarize current service level standards and existing and projected capacity requirements by fee category and service area in a technical memorandum. We will develop a separate summary of facility cost estimates and growth-related projects to be used in the development impact fee analysis. The Red Oak Team will recommend the development impact fee methodology and approach by fee category as the basis for calculations in Task 8.

### **Task 7 - Prepare IIP**

In this task we will prepare the IIP by fee category summarizing the evaluations and recommendations in compliance with the requirements of ARS §9-463.05. The land use assumption, service level evaluations and additional IIP components will be incorporated in the calculated development impact fees and finalized in the draft and final reports completed in Task 11.

### **Task 8 - Complete Development Fee Methodology Calculations**

We will calculate development impact fees based on the recommended approach per fee category and service area in compliance with ARS §9-463.05. Fees by category and/or service area will be finalized based on level of service standards per equivalent dwelling unit

(EDU) equal to one single-family detached dwelling unit with equivalency ratios to other development types such as residential, multi-family (where appropriate), commercial and industrial developed in Task 1.

### **Task 9 - Conduct Funding & Cash Flow Analysis**

A cash flow analysis for each fee category will be finalized incorporating debt funding, estimates for development impact fee revenues and development impact fee credits and offsets, estimated costs for anticipated growth-related projects, and repayment of existing and future growth-related debt. If potential cash short falls are identified, we will work with City Staff to adjust financing assumptions or incorporate alternative funding sources. The adjusted funding sources may affect credits developed in Task 8 requiring modifications to the maximum supportable fee.

### **Task 10 - Utility Rate Update**

As we are working with City Staff to review and update development impact fees, we will also complete an update of the City's water and wastewater utilities.

We will employ a six-step approach to develop annual utility revenue requirements and complete separate class cost-of service analyses, completing the following activities:

- Projected water and sewer demands and review of current customer class designations.
- Budgeted and historical water and sewer O&M and capital costs including allocated fleet replacement costs.
- Identify non-growth related capital costs to be funded through user charges separating the growth-related capital project expenses evaluated in Task 4.
- Develop a ten-year cash flow analysis for projected annual water and wastewater expenses and revenues. Adjustments to user charges and alternative funding sources will be evaluated during this task.
- Water and sewer class cost-of-service analysis.
- A survey of up to five (5) water and wastewater user fees, funding mechanisms and alternative revenue programs will be developed.

Develop up to three (3) water and sewer rate structure alternatives by customer class

### Task 11 - Preparation of IIP and Development Fee Report

The Red Oak Team will develop draft and final land use assumptions, IIP, and development impact fee chapters in a single report. The IIP and development impact fee reports will include:

- An Executive Summary.
- Detailed description of methodologies, level of service standards, costs factors and related supporting data and rationale.
- IIP over a five to ten year period that includes land use assumptions and demographic information used, project costs, financing amounts, and cash flow analysis according to ARS §9-463.05 requirements.
- Proposed fee schedules to be assessed to residential and non-residential developments by fee category and service area.
- Anticipated financial requirements associated with implementing and managing IIP and development impact fees.
- Draft implementation ordinance identifying the methodology to calculate fees and credits, including those identified in Task 5.

We will also develop draft and final utility rate study report that will include:

- An Executive Summary.
- Projected water and sewer customer class demands.
- Ten-year financial plan including description of methodologies, level of service standards, costs factors and related supporting data and rationale.
- Customer class based cost of service analysis for single test-year.
- Recommended rate structure and alternatives evaluated as part of the study.
- Draft ordinances incorporating adopted rate structure alternative.

Up to twenty (20) printed and one electronic copy of the final development impact fee and rate study reports will be issued incorporating City Staff comments.

### Task 12 - Presentations / Meetings

To execute Task 0 through Task 11, up to six (6) meetings and workshops with City Staff are anticipated. To minimize travel expenditures associated with the project meetings, we propose to combine multiple task meetings as depicted in the **Project Schedule** (located at the end of this section) during single trips. Additionally, three (3) of the Staff meetings are proposed to be held remotely via conference call and remote conferencing internet-based tools such as Microsoft Live Meeting as is appropriate to efficiently conduct the meeting.

These meetings include the initial project kick off meeting as well as subsequent Staff meetings identified by Task in the **Project Schedule**.

We will attend up to two (2) stakeholder meetings with City Staff to meet with the development community, associations and/or citizens. The purpose of these meetings will be to:

- Discuss ARS §9-463.05 requirements, and the process and timeline of the study.
- Discuss initial data assumptions after acceptance by the City and receive input regarding land use assumptions, facilities, and service area designations.
- Receive and respond to subsequent input received from stakeholders to review preliminary IIP facilities, land use assumptions and development impact fees by type and service area prior to Public Hearings.

We will attend up to three (3) City Council workshops to present study reports and findings to City Council, including anticipated public hearings.

### Additional Services

In addition to the services outlined in the anticipated Scope of Work, we may be requested to complete additional services by the City. If additional services are requested, we will work with the City to confirm objectives and outline a proposed approach and scope of work authorizing us to complete these services. The additional services may include the following areas:

- More in-depth land use analysis and service area evaluation in addition to the review and recommendation of land use assumption changes outlined in Task 1.
- Additional stakeholder meetings, City Council meetings or Staff meetings or additional travel to the City above those included in Tasks 0 and 12.
- Advisory committee meetings if such a committee is established in lieu of biennial audits.
- Additional development impact fee categories above those listed on page 1 of this attachment.

**PROJECT SCHEDULE**

The project is expected to be completed within fifteen months from the notice to proceed to the implementation of recommended fees as illustrated below.

Task	2012		2013										2014						
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
	0 Assess Current Fees - Project Initiation	●	●																
1 Recommended Land Use Assumptions	●	●	●																
2 Ascertain Demand Factors and Level of Service	●	●	●																
3 Determine Appropriate Allocation Methodology to Comply With New State Statute Requirements		●	●	●	●	●	●												
4 Identify Capacity Needs and Costs		●	●	●	●	●	●	●											
5 Determine Need for and Calculate Credits to be Applied Against Capital Costs			●	●	●	●	●	●	●	●									
6 Discussion of Preliminary Methodologies and Policy Options										●	●	●							
7 Prepare Infrastructure Improvement Plan (IIP)		●	●	●	●	●	●	●	●	●	●	●							
8 Complete Development Fee Methodology Calculations		●	●	●	●	●	●	●	●	●	●	●							
9 Conduct Funding and Cash Flow Analysis						●	●	●	●	●	●	●							
10 Utility Rate Update	●	●	●	●	●	●	●	●	●	●	●	●	●	●					
11 Preparation of IIP / Development Fee Report and Utility Rate Report										●	●	●	●	●	●	●	●	●	●
12 Presentation / Meetings										●	●	●	●	●	●	●	●	●	●

Staff Meetings  
 Stakeholder Meetings  
 City Council Presentation  
 Report  
 Memorandum



## Attachment A-2 Cost Estimate

Our cost estimate, in the amount of \$289,694, is based on the Project Approach (scope of work) provided in Attachment A-1 to this document. The scope of work includes Task 0: Assess Current Fees-Project Initiation Meeting; an initial assessment of the City’s current development impact fees (DIFs). At this meeting we will determine (jointly with City Staff) which fee categories that the City Council should consider moving forward with in terms of the completion of the “full” task plan. The cost estimate provided herein is based on an assumption that the decision will be to move forward with all of the existing DIFs; to the extent one or more fee areas are eliminated from the analysis we would adjust the level of effort and cost estimate. However, it should be noted that the level of effort associated with developing land use assumptions (LUA) will not be affected by the number of fee areas to be studied. In similar fashion, other tasks will likely have minimal level of effort reductions should one or more fee areas be eliminated from this project. However, there are some tasks that would be impacted by the decision to not move forward with some fee areas, e.g., Task 2 Service Level and Task 4 Capacity Needs and Costs.

The following cost estimate schedule contains hours by consultant by task, along with expenses. Task 10 represents the utility rate study however; some of the associated report preparation and meeting costs are contained in Tasks 11 and 12, respectively. An important “driver” or consideration in the project cost estimated is the approach to engaging the public and the number of meetings with both the City Council and Staff. We have assumed that a formal Advisory Committee will not be formed but that the public would be engaged through a series of Stakeholder meetings – two such meetings.

A summary of the meetings (11 total meetings, including 3 “live” meetings) is provided below:

Meeting	Red Oak Attendees
Staff Meeting Task 0 – Assess Current Fees-Project Initiation	Rick Giardina, Andrew Rheem and Pat Walker
3 City Council Presentations / Public Hearings	Rick Giardina attends 2; Andrew Rheem and Pat Walker attend 1 public hearing
2 Stakeholder Meetings	Pat Walker and Andrew Rheem attend both
5 Staff Meetings (2 on-site, 3 remote)	Rick Giardina attends live meetings; Pat Walker and Andrew Rheem attend 2 on-site and 3 live meetings.

A key consideration in the development of the LUA is the availability of land use data; this is also true regarding other data elements, e.g., customer data for the utility rate study and capital cost data for both efforts. This cost estimate is premised on the availability of data (from the City) as needed for both the DIF and utility rate efforts. Should the required data not be available we would discuss this with the City and jointly determine the most efficient way to address/work around any data deficiencies.

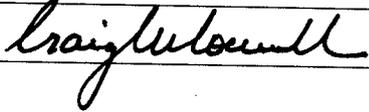
City of Prescott, Arizona  
DIF and Rate Study

Task No.	Task Name	Project Manager Giardina	DIF Lead Walker	QA-QC Technical- CIP Gallagher- Francis	Deputy Project Manager Rheem	Analyst M2	Analyst M1	Admin	Hours	Labor	Expense	Cost	Elliott D. Pollack & Co. (1)	Andrew McGuire	Total Project Cost
	<b>Billing Rate</b>	\$290	\$193	\$275	\$240	\$200	\$158	\$80							
0	Assess Current Fees-Project Initiation	8	6	0	12	0	0	0	26	\$6,355	\$2,248	\$8,603	\$0	\$0	\$8,603
1	Land Use Assumptions	2	5	0	8	0	0	0	15	3,463	0	3,463	22,000	0	25,463
2	Service Level	1	12	0	20	32	0	0	65	13,800	0	13,800	0	0	13,800
3	Methodology	1	10	0	10	14	0	0	35	7,415	0	7,415	0	0	7,415
4	Capacity Needs and Costs	2	20	8	28	32	0	0	90	19,750	0	19,750	0	0	19,750
5	Credits / Offsets	1	16	0	12	20	0	0	49	10,250	0	10,250	0	0	10,250
6	Preliminary Methodology Options	1	4	0	4	8	0	0	17	3,620	0	3,620	0	0	3,620
7	IP	4	10	10	10	16	0	6	56	11,975	0	11,975	0	0	11,975
8	Calc DIFs	4	8	0	12	24	0	0	48	10,380	0	10,380	0	0	10,380
9	Cashflow Scenarios	2	6	0	12	24	0	0	44	9,415	0	9,415	0	0	9,415
10	Utility Rate Study	32	0	12	100	0	220	0	364	71,340	0	71,340	0	0	71,340
11	IP / DIF / Rate Reports	8	20	8	24	48	0	16	124	25,170	110	25,280	0	2,200	27,480
12	Presentation / Meetings (2)	20	54	0	108	40	0	24	246	52,275	15,178	67,453	2,750	0	70,203
	<b>Total</b>	86	171	38	360	258	220	46	1,179	\$245,208	\$17,536	\$262,744	\$24,750	\$2,200	\$289,694

(1) Based on hourly billing rates of \$250 for Rick Merritt and \$175 for Daniel Court; includes expenses for meetings.

(2) Includes all meetings for both DIF and Utility Rate Study (except Project Initiation meeting - Task 0).

<b>COUNCIL AGENDA MEMO – October 23, 2012</b>	
<b>DEPARTMENT:</b>	Public Works
<b>AGENDA ITEM:</b>	Adoption of Ordinance No. 4842-1240 granting an Electric Utility Easement to Arizona Public Service Company

Approved By:		Date:
<b>Department Head:</b>	Mark Nietupski	10/08/2012
<b>Finance Director:</b>	Mark Woodfill	
<b>City Manager:</b>	Craig McConnell 	10-8-12

**Item Summary**

Approval of this item will grant an Electric Utility Easement (EUE) to Arizona Public Service Company (APS) across City owned real property (The Shops at Prescott Gateway) near the intersection of State Route 69 and Lee Boulevard to extend service to new commercial buildings at the site.

**Background**

APS has an existing underground utility easement to provide service to new structures, as recorded in Book 4843, Page 431 and shown on the attached Area Map. APS is requesting the EUE, eight feet (8 feet) wide for Pads "A", "B" and "C" to complete service to three buildings currently under construction.

The EUE and Ordinance are required because City owned properties are not covered under the APS Franchise Agreement.

APS will pay all recording fees.

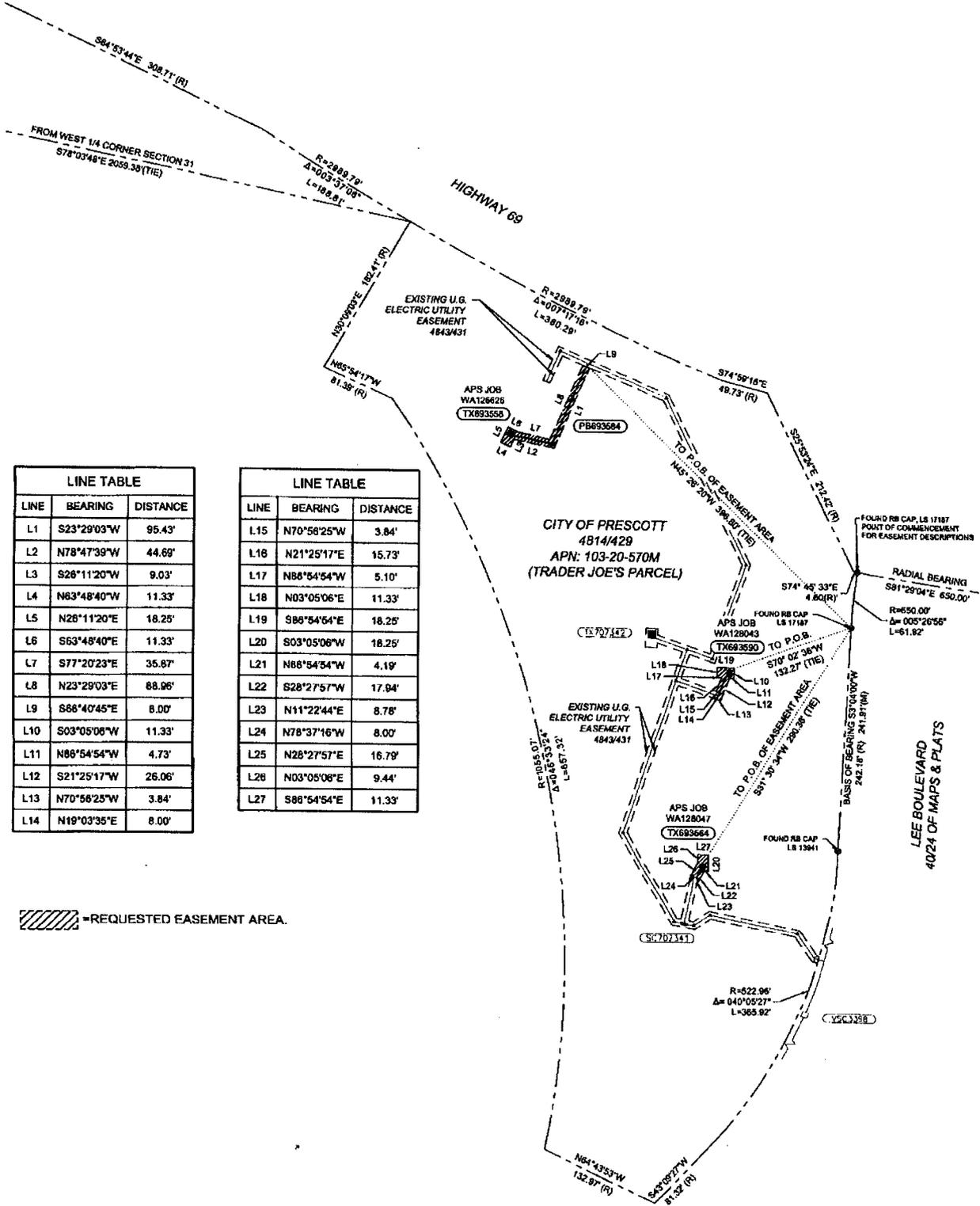
- Attachments**
- Area Map
  - Utility Easement
  - Exhibit "A" – Legal Description of Easement Premises
  - Ordinance

<b>Recommended Action:</b> MOVE to adopt Ordinance No. 4842-1240
--

INDEX:  
NWP-12-62

SCALE: 1"=100'

ARIZONA PUBLIC SERVICE CO.  
PRESCOTT, ARIZONA  
WA126625 P.G.H. - PAD "A"  
WA128043 P.G.H. - PAD "B"  
WA128047 P.G.H. - PAD "C"  
SW 1/4 SEC. 31, T14N, R1W  
FRAHER, COMBS, WARZEHA  
09/24/12 (PRESCOTT)



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S23°29'03"W	95.43'
L2	N78°47'39"W	44.69'
L3	S28°11'20"W	9.03'
L4	N63°48'40"W	11.33'
L5	N28°11'20"E	18.25'
L6	S63°48'40"E	11.33'
L7	S77°20'23"E	35.87'
L8	N23°29'03"E	88.96'
L9	S86°40'45"E	8.00'
L10	S03°05'08"W	11.33'
L11	N86°54'54"W	4.73'
L12	S21°25'17"W	26.06'
L13	N70°56'25"W	3.84'
L14	N19°03'35"E	8.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	N70°56'25"W	3.84'
L16	N21°25'17"E	15.73'
L17	N86°54'54"W	5.10'
L18	N03°05'06"E	11.33'
L19	S86°54'54"E	18.25'
L20	S03°05'08"W	18.25'
L21	N86°54'54"W	4.19'
L22	S28°27'57"W	17.94'
L23	N11°22'44"E	8.78'
L24	N78°37'16"W	8.00'
L25	N28°27'57"E	16.79'
L26	N03°05'08"E	9.44'
L27	S86°54'54"E	11.33'

= REQUESTED EASEMENT AREA.

When recorded, mail to:

CITY OF PRESCOTT  
CITY CLERK  
Interoffice Mail  
Prescott, AZ 86302

ELECTRIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Prescott hereinafter called "Grantor", hereby grants unto Arizona Public Service Company an Arizona corporation duly franchised by the City of Prescott and doing business in 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, to use and construct same, together with the right to construct, maintain and place any and all appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"), utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company, the Electric Utility Easement being more particularly described on the attached Exhibits "A".

The Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in the Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

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.

GRANTOR CITY OF PRESCOTT :

\_\_\_\_\_  
Marlin D. Kuykendall



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF EASEMENT PREMISES**

Easement premises are more particularly described as follows:

Commencing at the most easterly corner of Grantor's property, as described in Book 4814 of Official Records, page 429, on file in the Yavapai County Recorder's Office, Yavapai County, Arizona, said point being on the West right-of-way of Lee Boulevard, as recorded in Book 40 of Maps and Plats, Page 24, on file in the Yavapai County Recorder's Office, said point also being on a non tangent curve to the left with a radius of 650.00 feet and a radial bearing of South 81°29'04" East;

Thence Southerly along the Easterly line of said property and West right-of-way of Lee Boulevard on said non tangent curve to the left, through a central angle of 05 degrees 26 minutes 56 seconds, an arc length of 61.82 feet to a point of tangency;

Thence departing the Easterly line of said property and West right-of-way of Lee Boulevard, North 45 degrees 26 minutes 20 seconds West, a distance of 396.80 feet to a point on the Southerly line of that certain Underground Electric Utility Easement recorded in Book 4843 of Official Records, page 431, on file in the Yavapai County Recorder's Office, Yavapai County, Arizona, said point of being the POINT OF BEGINNING of the easement herein described;

Thence South 23 degrees 29 minutes 03 seconds West, a distance of 95.43 feet;

Thence North 78 degrees 47 minutes 39 seconds West, a distance of 44.69 feet;

Thence South 26 degrees 11 minutes 20 seconds West, a distance of 9.03 feet;

Thence North 63 degrees 48 minutes 40 seconds West, a distance of 11.33 feet;

Thence North 26 degrees 11 minutes 20 seconds East, a distance of 18.25 feet;

Thence South 63 degrees 48 minutes 40 seconds East, a distance of 11.33 feet;

Thence South 77 degrees 20 minutes 23 seconds East, a distance of 35.87 feet;

Thence North 23 degrees 29 minutes 03 seconds East, a distance of 88.96 feet to a point on the Southerly line of above described Underground Electric Utility Easement;

Thence South 66 degrees 40 minutes 45 seconds East, along said Southerly line, a distance of 8.00 feet to the POINT OF BEGINNING.

**EXHIBIT "A" (Continued)**  
**LEGAL DESCRIPTION OF EASEMENT PREMISES**

**AND ALSO:** Commencing at the most easterly corner of Grantor's property, as described in Book 4814 of Official Records, page 429, on file in the Yavapai County Recorder's Office, Yavapai County, Arizona, said point being on the West right-of-way of Lee Boulevard, as recorded in Book 40 of Maps and Plats, Page 24, on file in the Yavapai County Recorder's Office, said point also being on the non tangent curve to the left with a radius of 650.00 feet and a radial bearing of South 81°29'04" East;

Thence Southerly along the Easterly line of said property and West right-of-way of Lee Boulevard on said non tangent curve to the left, through a central angle of 05 degrees 26 minutes 56 seconds, an arc length of 61.82 feet to a point of tangency;

Thence departing the Easterly line of said property and West right-of-way of Lee Boulevard, South 70 degrees 02 minutes 36 seconds West, a distance of 132.27 feet to the POINT OF BEGINNING of the easement herein described;

Thence South 03 degrees 05 minutes 06 seconds West, a distance of 11.33 feet;

Thence North 86 degrees 54 minutes 54 seconds West, a distance of 4.73 feet;

Thence South 21 degrees 25 minutes 17 seconds West, a distance of 26.06 feet;

Thence North 70 degrees 56 minutes 25 seconds West, a distance of 3.84 feet to a point on the Easterly line of that certain Underground Electric Utility Easement recorded in Book 4843 of Official Records, page 431, on file in the Yavapai County Records Office, Yavapai County, Arizona;

Thence North 19 degrees 03 minutes 35 seconds East, along said Easterly line, a distance of 8.00 feet;

Thence North 70 degrees 56 minutes 25 seconds West, along said Easterly line, a distance of 3.84 feet;

Thence North 21 degrees 25 minutes 17 seconds East, departing said Easterly line of said Underground Electric Utility Easement, a distance of 15.73 feet;

Thence North 86 degrees 54 minutes 54 seconds West, a distance of 5.10 feet;

Thence North 03 degrees 05 minutes 06 seconds East, a distance of 11.33 feet;

Thence South 86 degrees 54 minutes 54 seconds East, a distance of 18.25 feet to the POINT OF BEGINNING.

**EXHIBIT "A" (Continued)**  
**LEGAL DESCRIPTION OF EASEMENT PREMISES**

**AND ALSO:** Commencing at the most easterly corner of the Grantor's property, as described in Book 4814 of Official Records, page 429, on file in the Yavapai County Recorder's Office, Yavapai County, Arizona, said point being on the West right-of-way of Lee Boulevard, as recorded in Book 40 of Maps and Plats, Page 24, on file in the Yavapai County Recorder's Office, said point also being on a non tangent curve to the left with a radius of 650.00 feet and a radial bearing of South 81°29'04" East;

Thence Southerly along the Easterly line of said property and West right-of-way of Lee Boulevard on said non tangent curve to the left, through a central angle of 05 degrees, 26 minutes 56 seconds, an arc length of 61.82 feet to a point of tangency;

Thence departing the Easterly line of said property and West right-of-way of Lee Boulevard, South 31 degrees 30 minutes 34 seconds West, a distance of 290.36 feet to the POINT OF BEGINNING of the easement herein described;

Thence South 03 degrees 05 minutes 06 seconds West, a distance of 18.25 feet;

Thence North 86 degrees 54 minutes 54 seconds West, a distance of 4.19 feet;

Thence South 28 degrees 27 minutes 57 seconds West, a distance of 17.94 feet to a point on the Easterly line of that certain Underground Electric Utility Easement recorded in Book 4843 of Official Records, page 431, on file in the Yavapai County Recorder's Office, Yavapai County, Arizona;

Thence North 11 degrees 22 minutes 44 seconds East, along said Easterly line, a distance of 8.78 feet;

Thence North 78 degrees 37 minutes 16 seconds West, continuing along said Easterly line, a distance of 8.00 feet;

Thence North 28 degrees 27 minutes 57 seconds East, departing said Easterly line, a distance of 16.79 feet;

Thence North 03 degrees 05 minutes 06 seconds East, a distance of 9.44 feet;

Thence South 86 degrees 54 minutes 54 seconds East, a distance of 11.33 feet to the POINT OF BEGINNING.

ORDINANCE NO. 4842-1240

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, GRANTING AN ELECTRIC UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY.

WHEREAS the City Council of the City of Prescott has determined that granting of an electric utility easement, more particularly described in the attached Exhibit "A" would benefit the City of Prescott, and such granting of easements is provided for by the Arizona Public Service Company Franchise Agreement.

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

SECTION 1. THAT an electric utility easement to Arizona Public Service, as more particularly described and set forth in Exhibit "A", attached hereto and made a part hereof, is hereby granted.

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

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
LYNN MULHALL  
City Clerk

\_\_\_\_\_  
G. EUGENE NEILL  
Interim City Attorney

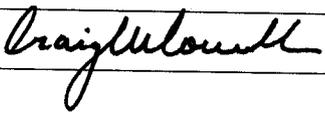
**COUNCIL AGENDA MEMO – October 23, 2012**

**DEPARTMENT:** Pubic Works

**AGENDA ITEM:** Approval of a professional services agreement with JE Fuller Hydrology & Geomorphology, Inc., to update Willow Creek and Willow Creek Tributary FEMA floodplain delineations and design water utility scour protection in an amount not to exceed \$135,257.00

**Approved By:**

**Date:**

<b>Department Head:</b> Mark Nietupski	10/10/2012
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell 	10-16-12

**Item Summary**

This item is to approve a professional services agreement with JE Fuller Hydrology & Geomorphology, Inc., for the engineering analysis, preparation and submittal of an updated FEMA floodplain delineation for Willow Creek upstream of Willow Creek Road to downstream of Jack Drive, and the Willow Creek Tributary from its confluence with Willow Creek to approximately 1000' upstream of Clearwater Drive.

In addition this engineering services agreement includes the production of engineering design plans for construction of scour protection for three existing water transmission mains crossing Willow Creek.

On October 11, 2011, City Council approved an Intergovernmental Agreement (Resolution No. 4103-1213) with the Yavapai County Flood Control District which provides funding for Willow Creek and Tributaries Drainage Projects.

**Background**

In FY11 the City completed initial study of Willow Creek from the Willow Creek Road Bridge upstream to Williamson Valley Road. This reach of Willow Creek contains a channel segment that includes approximately 2500' of a levee embankment intended to protect adjacent properties from flooding. The levee was constructed in the mid-1980s and originally approved by the Federal Emergency Management Agency (FEMA). Since that time, FEMA's levee certification criteria and their Levee Analysis Mapping Program (LAMP) applied new structural and floodplain modeling guidelines that resulted in the aforementioned being within the 100 year regulatory floodplain. More recently, FEMA has revised the LAMP guidelines to be less restrictive which may result in reducing the floodplain for levee protected landside properties. JE Fuller will coordinate with FEMA officials in the analysis and review to provide an accurate representation of the 100 and 500 year floodplains and clarify the status of these properties.

**Agenda Item:** Approval of a professional services agreement with JE Fuller Hydrology & Geomorphology, Inc., to update Willow Creek and Willow Creek Tributary FEMA floodplain delineations and design water utility scour protection in an amount not to exceed \$135,257.00

The detailed restudy of Willow Creek will continue upstream to just below Jack Drive to include the channel crossing of the existing three transmission water mains that have been partially exposed by channel scouring. This contract will provide engineering plans for construction of scour protection for these existing mains.

In addition the contract will provide updated floodplain analysis for the lower portion of the Willow Creek Tributary from its confluence with Willow Creek to approximately 1000' upstream of Clearwater Drive, among other things recognizing the increase of the expanded Clearwater Drive culvert.

These studies and additional mapping represent the final work consistent with the City's Master Drainage Plan to update all existing FEMA Flood Insurance studies within Prescott.

### **Procurement of Engineering Services**

On March 29, 2012, the City received three (3) Statements of Qualification for this publicly advertised project. Pursuant to professional services selection procedures, the submittals were subsequently evaluated. JE Fuller was the top ranked firm for this contract. The scope of services and fees were successfully negotiated and are attached for reference.

### **Project Schedule**

Commence	November 2012
Complete Submittal	May 2013

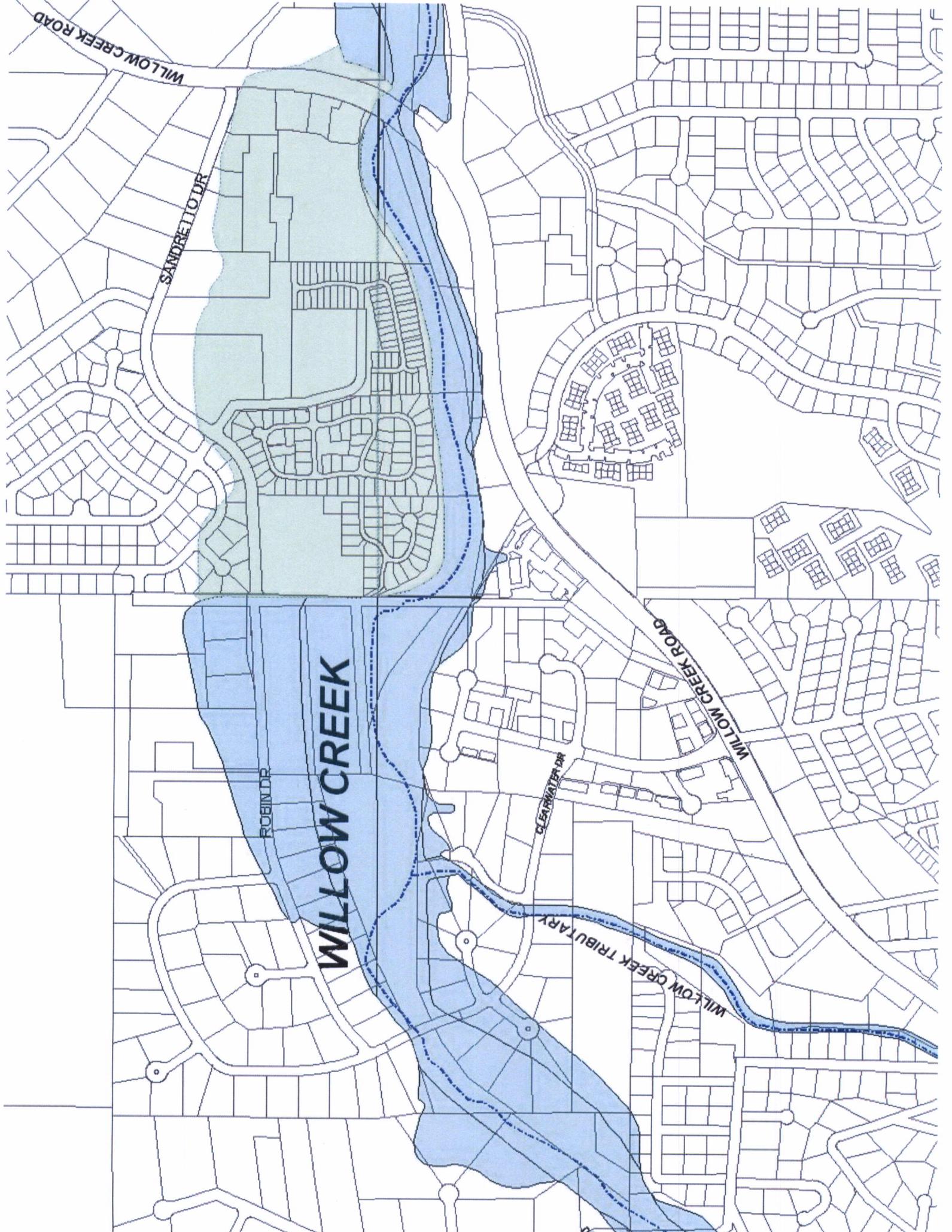
### **Budget**

FY 12 funding is available for this project through the IGA with the Yavapai County Flood Control District in the amount of \$200,000.

### **Attachments**

- Study Limits Map
- Scope of Services

**Recommended Action:** MOVE to approve a professional services agreement with JE Fuller Hydrology & Geomorphology, Inc., to update Willow Creek and Willow Creek Tributary FEMA floodplain delineations and design water utility scour protection in an amount not to exceed \$135,257.00.



# JE Fuller/ Hydrology & Geomorphology, Inc.

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## CITY OF PRESCOTT DEPARTMENT OF PUBLIC WORKS

### WILLOW CREEK and WILLOW CREEK TRIBUTARY RESTUDY

#### SCOPE OF WORK October 8, 2012

The City of Prescott (City) would like JE Fuller/Hydrology & Geomorphology, Inc. (JEF) to complete hydraulic and floodplain studies for Willow Creek and Willow Creek Tributary. The objective is to review and modify existing hydraulic models and submit to FEMA for Review.

The Project Team assembled to complete the project includes JEF and Kelley/Wise Engineering, Inc. (KWE). This Scope of Work outlines our proposed scope of services, schedule, fee, and assumptions.

### 1. Proposed Scope of Services

Tasks to be completed are provided below. Scope of services for KWE is attached as **Exhibit 1**.

#### 1.1 Project Management

The Consultant's project manager will be knowledgeable of the progress and have responsible charge of the progress of each phase of the project. The project manager will be the point of contact for the City and will keep the City informed of all coordination with outside agencies and other affected parties. The project manager will be responsible for all administrative issues, technical direction of the work, scheduling, and budgetary oversight for the project as well as coordination and reporting with the City's project manager.

##### 1.1.1 Project Schedule

A project schedule will be prepared by the Consultant and presented at the project kick-off meeting. The schedule will be updated as needed during the course of the project. The schedule will show meetings, submittal dates, significant project milestones, and City review periods. The schedule will allow two weeks for each City review.

The Project Team will complete the tasks outlined in this scope of services within 9 months of receipt of written authorization of Notice To Proceed (NTP).

##### 1.1.2 Project Coordination

Project coordination includes ongoing coordination through telephone conversations and written correspondence with the City's project manager and other City staff.

##### 1.1.3 Meetings

JEF will coordinate with the City as necessary throughout the Project's duration. Planned meetings include the following:

- Project kick-off meeting.
- Up to five (5) coordination and/or submittal review meetings to be held in Prescott.
- Additional meetings as needed shall be conducted via telephone conference call and/or WebEx web conferencing.

8400 S. Kyrene Rd., Ste 201  
Tempe, Arizona 85284  
480-752-2124 (voice)  
480-839-2193 (fax)

1 West Deer Valley Rd., Ste 101  
Phoenix, AZ 85027  
623-889-0166 (voice)  
480-839-2193 (fax)

523 N. Beaver St., 2<sup>nd</sup> Floor  
Flagstaff, AZ 86001  
928-214-0887 (voice)  
928-214-0887 (fax)

40 E. Helen Street  
Tucson, Arizona 85705  
520-623-3112 (voice)  
520-623-3130 (fax)

## **1.2 Survey and Mapping**

### **1.2.1 Field Survey**

The Project Team shall perform the following survey services:

- Survey of channel section at waterline crossing to get current condition of the scour hole.
- Survey of miscellaneous features identified through field reconnaissance and data collection.
- Survey the main channel, and 200 feet beyond the channel banks, for HEC-RAS River Stations 1.8826 through 2.1416 (9 total).
- Supplemental survey for Clearwater Drive at Willow Creek.
- Survey of culvert crossing at Clearwater Drive and Willow Creek Tributary
- Sealed Survey report.

KWE, as a subcontractor to JEF, will conduct the Field Survey. A detailed scope of services is included as **Exhibit 1**.

### **1.2.2 Topographic Mapping**

The hydraulic and floodplain studies will utilize the existing 1 foot topographic mapping and aeriels prepared in (2010) under the Willow Creek Floodplain Delineation Study (FDS) project.

## **1.3 Public Involvement**

The Consultant shall meet, up to three (3) times with the City and local stake holders regarding the flood inundation limits determined as part of **Tasks 1.4** and **1.5**. The Consultant shall prepare up to three (3) 24"x36" exhibits for each of the meetings.

## **1.4 Willow Creek Levee Floodplain Evaluation based on FEMA's Levee Analysis and Mapping Project (LAMP) Guidelines**

JEF shall perform up to three (3) hydraulic modeling scenarios, using as a basis for model development, the HEC-RAS hydraulic analyses for Willow Creek - Willow Creek Road to Williamson Valley Road, prepared by JEF as part of *Floodplain Delineation Study for a Portion of Willow Creek* dated June 2011. In addition, hydraulic modeling scenarios will be conducted in accordance with the Draft Federal Emergency Management Agency (FEMA) LAMP Guidelines. Hydraulic modeling will be based on the 100- and 500-year peak discharge(s), determined by Arroyo Engineering (Effective FEMA discharges). HEC-RAS hydraulic analyses and floodplain modeling results will be reviewed and approved by the City. JEF will coordinate with FEMA throughout the mapping process.

## **1.5 Willow Creek Levee Floodplain Revisions, and FEMA Submittal**

Based on the three (3) hydraulic modeling scenarios developed under **Task 1.4**, a Preferred Alternative will be selected. The Preferred Alternative will be refined based on more detailed HEC-RAS modeling. Modeling results will be used for final Willow Creek Levee flood hazard delineation. The detailed modeling and delineated flood hazard will be documented in an update to the *Floodplain Delineation Study for a Portion of Willow Creek* Technical Support Data Notebook (TSDN). Tasks for completing the Willow Creek Levee floodplain revision and submittal to FEMA are discussed below.

### **1.5.1 Hydraulic Modeling**

The Project Team shall conduct detailed HEC-RAS hydraulic analysis for the interior areas of Willow Creek Levee, upstream of Willow Creek Road. HEC-RAS modeling and results will be documented in the updated TSDN. Detailed hydraulic modeling will be based on the 10-, 25-, 50-, 100- and 500-year peak discharges. All hydraulic modeling will be based on revised hydrology prepared by Arroyo Engineering and obtained from City. HEC-RAS hydraulic analyses shall be in accordance with FEMA standards. HEC-RAS hydraulic model results shall be used for revision of the effective FEMA Flood Insurance Study (FIS).

### **1.5.2 Floodplain Mapping**

The Project Team shall perform a delineation of the proposed FEMA flood hazard areas behind the Willow Creek Levee. The delineation shall be based on the HEC-RAS hydraulic modeling results (see **Task 1.5.1**). The Project Team shall incorporate all new and revised hydraulic modeling results and topographic information to delineate the floodplain boundary on a digital work map. The mapping shall be consistent with FEMA standards. Floodplain and/or floodway mapping shall not be performed for the 10-, 25- and 50-year events.

### **1.5.3 Preparation and Submittal of Deliverables**

The Project Team shall prepare and submit to the City and FEMA an updated TSDN that includes the re-analysis of the interior area for Willow Creek Levee and Willow Creek from Willow Creek Road upstream to Williamson Valley Road.

TSDN submittals shall include two (2) drafts and three (3) finals. The TSDN will be prepared for FEMA submittal in accordance with the requirements set forth in *Guidelines and Specification for Flood Hazard Mapping Partners*.

## **1.6 Waterline Scour Protection and Environmental Permitting**

### **1.6.1 60%, 90%, Final Plan Submittals**

Construction plans will be developed based on a site review with City staff, it is anticipated that the design will include the following:

- Scour protection for the existing three water lines crossing Willow Creek main channel 1000 feet east of Clearwater Drive dip crossing.
- It is anticipated the scour protection (concrete cutoff wall, gabion mats or articulating revetment units or combination thereof) will extend approximately 180 feet across the main channel and 70 feet along the channel to protect the three water lines.

### **1.6.2 Opinion of Probable Cost Specifications & Estimates**

Construction Special Provisions (CSP) will be provided by JEF to be included in the bid package. Estimates of construction quantities and costs will be submitted with all submittals and the CSPs will be submitted at the 90% and Final plan submittals. Project will be based on applicable City or MAG Specifications.

### **1.6.3 Nationwide 404 Environmental Permitting**

It is anticipated that the project will be constructed under USACE Nationwide Permit 12: Utility Line Activities (Nationwide Permit).

#### **1.6.3.1 Jurisdictional Determination**

In support of this Nationwide Permit, JEF will prepare a jurisdictional determination (JD) suitable for submittal to the US Army Corps of Engineers (USACE).

#### **1.6.3.2 USACE 404**

JEF will prepare and submit to the USACE a Nationwide Permit. In addition, JEF will attend up to two (2) meetings with the local US Army Corps of Engineers permitting staff to coordinate preparation and submittal of a JD, Nationwide Permit, and a pre-construction notification.

#### **1.6.3.3 Pre-Construction Notification**

JEF will prepare a pre-construction notification (PCN) for the US Army Corps of Engineers. The PCN will be developed based upon the application of the USACE Nationwide Permit.

## 1.7 Willow Creek Tributary Floodplain Revisions and FEMA Submittal

### 1.7.1 Hydrologic Data

Peak discharges (revised by Arroyo Engineering and JEF) and the Pre Arroyo Engineering/JEF FEMA FIS 100-year discharge are provided below in **Table 1**. Hydraulic modeling of the Willow Creek Tributary will be based on the peak discharges determined by Arroyo Engineering/JEF.

**Table 1: Peak Discharges Associated with Willow Creek Tributary.**

Return Period	Revised per Arroyo Engineering/JEF (cfs)	Pre Arroyo Engineering/JEF FEMA FIS (cfs)
2-year	425	-
10-year	752	-
25-year	1,025	-
50-year	1,272	-
100-year	1,586	697
500-year	2,408	-

### 1.7.2 Hydraulic Modeling

#### 1.7.2.1 Effective FEMA Model

JEF will recreate FEMA effective HEC-2 model and incorporate current Clearwater Drive crossing. Modeling effort will be provided to the City as a Technical Memorandum.

#### 1.7.2.2 Update HEC-RAS Model and Floodplain Limits

Since the floodplain Mapping Activity submittal to FEMA via the Mapping Information Platform (MIP) as part of the *FEMA Floodplain Mapping of Willow Creek, Bottleneck Wash, and the Northern Segment of Granite Creek, Mapping Activity Statement No. AZ-Prescott-10-01* study, January 2012, an additional pipe culvert has been added at the Clearwater Drive crossing of Willow Creek Tributary. The HEC-RAS hydraulic model prepared for this study will be updated to include the additional structure. HEC-RAS modeling will be performed for the 10-, 25-, 50-, 100- and 500-year profiles and the 100-year floodway. In addition the floodplain/floodway will be redelineated in the vicinity of Clearwater Drive.

### 1.7.3 Incorporate Updated Floodplain Results into MIP/TSDN Files

#### 1.7.3.1 Electronic Files

Electronic files uploaded to the MIP as part of the *FEMA Floodplain Mapping of Willow Creek, Bottleneck Wash, and the Northern Segment of Granite Creek, Mapping Activity Statement No. AZ-Prescott-10-01*, dated January 2012, will be revised to reflect the Willow Creek Tributary floodplain revisions. These files include:

- S\_Wtr\_Ln.shp
- S\_XS.shp
- L\_XS\_Elev.shp
- S\_BFE.shp
- S\_Fld\_Haz\_Ar.shp

In addition to the DFIRM compliant files noted above, electronic files for the channel profile and floodway data tables will be updated to incorporate the new data. All revised database files will be submitted to FEMA via the MIP.

### 1.7.3.2 Other MIP Files

Other electronic files to be updated and submitted to FEMA via the MIP include: Project Narrative, submission inventory, Draft FIS Report, Certification of Work, and HEC-RAS model for Willow Creek Tributary.

### 1.7.3.3 Technical Study Data Notebook (TSDN)

The TSDN provided as part of the *FEMA Floodplain Mapping of Willow Creek, Bottleneck Wash, and the Northern Segment of Granite Creek, Mapping Activity Statement No. AZ-Prescott-10-01*, dated January 2012, will be revised to incorporate updated modeling and mapping associated with Willow Creek Tributary.

## 1.8 Respond to FEMA Review Comments

JEF will respond to FEMA review comments from the January 2012 submittal of *the FEMA Floodplain Mapping of Willow Creek, Bottleneck Wash, and the Northern Segment of Granite Creek, Mapping Activity Statement No. AZ-Prescott-10-01*. This task includes addressing HEC-RAS modeling, reporting and electronic data comments and questions.

## 2. Engineering Services Fee

Fee for the engineering services outlined above shall be based on a lump sum contract fee. **Table 2** below summarizes the lump sum fees for the professional services associated with the tasks outlined in **Section 1**. **The total engineering services fee for the project is \$135,257.**

**Table 2: Fee Summary**

Tasks	JEF	Kelley/Wise Engineering	Total
1.1 Project Management	\$15,215		\$15,215
1.2 Survey and Mapping	\$500	\$8,510	\$9,010
1.3 Public Involvement	\$10,215		\$10,215
1.4 Willow Creek Levee Floodplain Evaluation based on FEMA's Levee Analysis and Mapping Project (LAMP) Guidelines	\$10,270		\$10,270
1.5 Willow Creek Levee Floodplain Revisions, and FEMA Submittal	\$22,714		\$22,714
1.6 Waterline Scour Protection and Environmental Permitting	\$25,925		\$25,925
1.7 Willow Creek Tributary Floodplain Revisions and FEMA Submittal	\$15,430		\$15,430
1.8 Respond to FEMA Review Comments	\$26,478		\$26,478

Total Fee **\$135,257**

### **3. Project Assumptions**

1. Study hydrology provided by the City shall be in compliance with FEMA standards. The City shall provide JEF with all hydrologic modeling documentation required for FEMA submittals. The Project Team shall not revise and/or modify hydrology provided by the City. The Project Team shall not perform new hydrologic modeling.
2. Proposal does not include permit or application fees.
3. Proposal does not include public notification.
4. Proposal does not include the analysis of flows from the Unnamed Wash entering Willow Creek Tributary at Clearwater Drive.
5. Proposal does not include an individual Environmental Permit submittal to the USACE.
6. Available Pothole data to be provided to JEF (at no cost to JEF) by the City for buried utilities in the project area.
7. Engineering Fee for Task 1.8 will be billed on an as needed basis to respond to FEMA comments.

### **4. Attachments**

**Exhibit 1** – Kelley/Wise Engineering, Inc., Scope of Services

# Exhibit 1

Kelley/Wise Engineering, Inc., Scope of Services



**KELLEY/WISE ENGINEERING, INC.**  
*Civil Engineering, Surveying, Land Planning*

October 3, 2012

Mr. Jon Ahern P.E., CFM  
JE Fuller Hydrology & Geomorphology, Inc.  
1 West Deer Valley Road, Ste 101  
Phoenix AZ 85027

jon.ahern@jefuller.com

**Subject: Proposal for Surveying Services – Clearwater Drive and Willow Creek Tributary**

Dear Jon:

Kelley/Wise Engineering, Inc. (KWE) is pleased to prepare this proposal to provide survey services for the project referenced above. KWE will perform the following survey services:

**Task 1 – Field Survey**

- Survey of channel section at waterline crossing to get current condition of the scour hole.
- Survey of miscellaneous features identified through field reconnaissance and data collection.
- Survey the main channel, and 200 feet beyond the channel banks, for HEC-RAS River Stations 1.8826 through 2.1416 (9 total).
- Supplemental survey for Clearwater Drive at Willow Creek, including survey of culvert crossing.
- Sealed Survey report.

**Project Schedule:** We can proceed after our receipt of this signed contract.

**Payment Agreement:** We propose providing the work described above on a lump sum basis for a fee of \$8,510.

Should we encounter conditions that require additional surveying, engineering or evaluation, such conditions will be reviewed with the client prior to proceeding. Direct expenses associated with the project, including plan copies, shall be reimbursed at cost plus 15 percent. Fees are payable with monthly billing based upon the percent complete amount accomplished within that billing period. Additional services authorized by the client will be billed separately following the month in which the services are performed. All billings are due and payable within 30 days of dated invoice.

**Conditions:** The following items are

included in this proposal. Should any of the following items become necessary, services can be provided by separate agreement:

1. Agency review fees, permits and recording fees are to be paid by the owner/client.
2. Printing of plans (blueprinting, vellums or Mylars) and other direct expenses will be itemized separately as additional charges.
3. Easement staking.
4. Preparation of land descriptions.
5. Geotechnical reports.

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Mr. Jon Ahern, P.E., CFM  
October 3, 2012  
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6. Land Boundary Survey or Record of Survey mapping.
7. Right-of-way and easement dedication or abandonment map(s).
8. Section 404, NPDES, AZDES or Stormwater Pollution Prevention Plan (SWPPP) Permit Applications.
9. Items not identified in the Scope of Services.

**AUTHORIZATION TO PROCEED**

If you are in agreement with the Scope of Work, the lump sum fee of \$8,510 for Task 1 services as described above and the conditions as stated in the attached Standard Provisions, please sign and return this agreement to indicate your understanding of and concurrence with the conditions set forth herein.

Sincerely,

**KELLEY/WISE ENGINEERING, INC.**



Gary R. Kelley, P.E.  
Principal

Enclosure: Standard Provisions

c: P12-081

**ACCEPTED AND APPROVED**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**COUNCIL AGENDA MEMO – October 23, 2012**

**DEPARTMENT:** Legal Department for Field and Facilities Department

**AGENDA ITEM:** Adoption of Ordinance No 4842-1241 authorizing sale of surplus vehicles and equipment

**Approved By:**

**Date:**

<b>City Attorney:</b> Gene Neil	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	<i>10-16-12</i>

**Background**

This item is to adopt an ordinance authorizing the auction sales of surplus City property (vehicles and equipment) by the three auction service providers that the Council previously authorized the Field and Facilities Department to use in conducting the auctions.

On August 28, 2012, the Council approved the use of three different auction services to conduct this auction. The City Charter requires an ordinance for the sale of surplus City property (attached).

**Financial Impact**

The auction proceeds will be distributed to the applicable fund for each piece of equipment.

**Recommended Action: MOVE to adopt Ordinance No.4842-1241.**

ORDINANCE NO. No 4842-1241

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SALE OF MISCELLANEOUS SURPLUS PROPERTY CONSISTING OF VEHICLES AND EQUIPMENT AND AUTHORIZING THE FIELD AND FACILITIES DIRECTOR AND CITY STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID SALES.

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

WHEREAS, an auction of surplus property should be held and scheduled on a date as reasonably soon as the Field and Facilities Director determines is convenient; and

WHEREAS, Renee Bates Auctioneers, PropertyRoom.com, Inc., and Public Processing, LLC, conduct regular auctions of surplus governmental properties and have successfully conducted such online auctions on behalf of the City of Prescott and other public entities; and

WHEREAS, on August 23, 2012, the Prescott City Council approved the disposal of surplus property by auction by the above mentioned auction services; and

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

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

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

SECTION 2. THAT the City Field and Facilities Director and staff are hereby directed to sell the property listed on Exhibit "A" through a public auction and bidding process of surplus property, on a date as reasonably soon as possible as determined by the Field and Facilities Director.

SECTION 3. THAT such auction is to be conducted by the auction services above named as previously approved by the City Council.

SECTION 4. THAT City staff are hereby empowered to accept the highest responsible bid for each of the items listed on Exhibit "A".

and to deliver title to said properties upon payment by the successful bidder of the total bid price.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
LYNN MULHALL, City Clerk

\_\_\_\_\_  
G. EUGENE NEIL, Interim City Attorney

