



AGENDA

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, OCTOBER 9, 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** Reverend Julia McKenna Johnson, Each One Reach One
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Kuknyo
- ◆ **ROLL CALL:**

Mayor Kuykendall
Councilman Arnold Councilman Kuknyo
Councilman Blair Councilman Lamerson
Councilman Carlow Councilman Scamardo
- ◆ **PROCLAMATIONS**
 - A. Teen Read Week
 - B. National Community Planning Month
- ◆ **SUMMARY OF CURRENT OR RECENT EVENTS**
- I. **CONSENT AGENDA**

CONSENT ITEMS I.A. – I.C. 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 Item I.A.-I.C.

- A. Approval of the minutes of the Prescott City Council Special Meeting of July 31, 2012; Regular Meeting of September 11, 2012; Special Joint Meeting of September 19, 2012; Special Meeting of September 21, 2012; Regular Meeting of September 25, 2012; and a Special Meeting of October 2, 2012.
- B. Approval of Purchase of wastewater flow monitoring equipment.
- C. Approval of ESRI GIS Software Support and Maintenance for November 2012 - November 2013.
- D. Approval of one-year contract with WEST for monthly computer legal research service.

II. REGULAR AGENDA

- A. Appointment of Member to the Prescott Preservation Commission.

RECOMMENDED ACTION: MOVE to accept the Council Appointment Committee's recommendation and appoint Robert Burford to the Prescott Preservation Commission to fulfill the remainder of Doug Stroh's 4-year term ending in March of 2013.

- B. Approval of a professional services agreement with Carollo Engineers Inc., for the 2012 City Wastewater Collection System Model Update in an amount not to exceed \$152,270.00.

RECOMMENDED ACTION: MOVE to approve a professional services agreement with Carollo Engineers, Inc., for the 2012 City Wastewater Collection System Model Update in an amount not to exceed \$152,270.00.

- C. Purchase of one (1) ea. Crafcro EZ1000 Series II melter/applicator (crack seal machine) using Houston-Galveston Area Council (HGAC) contract pricing in the amount of \$56,037.45.

RECOMMENDED ACTION: MOVE to approve the purchase of an EZ1000 Series II Melter/Applicator at HGAC contract pricing in the amount of \$56,037.45.

- D. Approval of contract with Spray Systems Environmental for removal and disposal of asbestos-containing material at the Big Chino Water Ranch in an amount not to exceed \$67,035.00 (State contract #AD050026-4 pricing).

RECOMMENDED ACTION: MOVE to approve a contract with Spray Systems Environmental for removal and disposal of asbestos-containing material at the Big Chino Water Ranch in an amount not to exceed \$67,035.00.

- E. Approval of Advertising Services Agreement for Fiscal Year 2013 with Moses Anshell in the amount of \$35,403.61 through the Arizona Office of Tourism cooperative marketing program.

RECOMMENDED ACTION: MOVE to approve the Advertising Services Agreement for Fiscal Year 2013 with Moses Anshell in the amount of \$35,403.61.

- F. Approval of contract for workers compensation third-party administration services (Tabled September 25, 2012).

RECOMMENDED ACTION: MOVE to approve a contract with York for workers compensation third party administration services in the total amount of \$127,150.00, for five (5) years, effective January 1, 2013.

- G. Approval of a legal services agreement with Ryan Rapp & Underwood, PLC, re Chino Valley Tax Issue.

RECOMMENDED ACTION: MOVE to approve a legal services agreement with Ryan Rapp & Underwood, PLC, in an amount not to exceed \$50,000.00.

- H. Approval of a legal services agreement with Mariscal, Weeks, McIntyre & Friedlander, P.A., re the Airport Water Reclamation Facility Aquifer Protection Permit.

RECOMMENDED ACTION: MOVE to approve a legal services agreement with Mariscal, Weeks, McIntyre & Friedlander, P.A., in an amount not to exceed \$100,000.00.

- I. Approval of a legal services agreement with Jorden Bischoff & Hiser, PLC, re Crossings Residential Subdivision Plat.

RECOMMENDED ACTION: MOVE to approve a legal services agreement with Jordan Bischoff & Hiser, PLC, in an amount not to exceed \$50,000.00.

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 9, 2012
 PROCUREMENT ITEM FOR CONSENT AGENDA (\$10,000 - \$20,000)

DEPARTMENT: Public Works

AGENDA ITEM CAPTION: Purchase of wastewater flow monitoring equipment

Approved By:	Date:
Department Director: Mark Nietupski	09/28/2012
City Manager: Craig McConnell 	10-1-12

Good(s) or Service(s) to be Purchased	
Description of Item(s) Check if Prof. Services ___	Isco 2150 Area/Velocity Flow Module, Software and Pipe Mounting Rings
Quantity	3 ea.
Necessity/Use	The City will utilize the equipment to calibrate Wastewater Model Update flows and other events and analytical scenarios.

Summary of Written Quotes (exclusive of tax) or Professional Services Proposals			
		** See Note (1) below for professional services **	
	Vendor (Name and Location)	Price	Delivery/Schedule
x	1. Western Environmental Equipment Company	\$17,598.90	4 Weeks

x = recommended award

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

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

Budget Information	Fund Name: Wastewater Fund
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Additional Comments: The Wastewater Model Update requires flow monitoring at several locations over an extended period for calibration. The cost to contract this task to a third party is approximately \$30,000 for one week of services. Purchase of the equipment will also allow City personnel to monitor future wet weather events for inflow/infiltration reduction and assist with condition assessments throughout the life of the equipment.

Sole Source Comments: After extensive review, the Isco monitoring equipment was established as the City of Tempe standard on the bases of cost, maintenance, parts, repairs and training. The City of Tempe advertised, competitively bid and awarded a contract to Western Environmental Equipment Company for Isco equipment that included a provision for use of the contract pricing through the Strategic Alliance for Volume Expenditures (SAVE) cooperative, in which the City of Prescott participates.

Attachments	1. Price Quotes – Western Environmental Equipment Company 2. Technical Brochure & Specification
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Western Environmental Equipment Company
8320 East Gelding Drive, Suite 101
Scottsdale, AZ 85260

-Manufacturers Representatives for the Water and Wastewater Industries

Quotation # 3771R1

09/25/2012

Bruce Canavan
City of Prescott
7501 E Civic Circle
Prescott, AZ 86314

Portable Flow Monitoring Equipment

Item	Qty	Description (Part Number)	Unit Price	Ext. Price
1)	3	2150 Flow Module with 2191 Battery Module. Includes Area Velocity Sensor with 10 ft. (3 m) level measurement range and 33 ft. (10 m) cable, 2 battery holders, and carrying handle with suspension strap. Also includes instruction manual and coupon for free Isco Open Channel Flow Measurement Handbook. Requires Flowlink software and computer connect cable (sold separately). (68-2050-002)	\$3,995.00	\$11,985.00
2)	3	USB Communication Cable, 10 ft. (3 m). Connects 2100 Series Module top connector to PC with USB connector. (60-2004-507)	\$225.00	\$675.00
3)	1	Flowlink 5.1 Software, two user licenses. For retrieving measurement, parameter, and sample data from Isco 2100 Series Modules and 2101 Field Wizard, 4100 Series Flow Loggers, 4200 Series Flow Meters, Pulsed Doppler Flow Meters, 6700 Series/Avalanche Samplers, 676 and 677 Logging Rain Gauge Systems, and 581 Rapid Transfer Device. Stores data in a database and generates a variety of user-customizable graphs and tables. Data can also be exported in ASCII format for analysis by programs such as Microsoft Excel, HTML format for viewing in a web browser, and PDF format for viewing in Adobe Reader. Operates on Windows XP, Vista, 7, Server 2003, and Server 2008. Supplied on CD-ROM. Software supports multiple languages, one of which is selected during installation. (68-2540-200)	\$2,055.00	\$2,055.00



Western Environmental Equipment Company
8320 East Gelding Drive, Suite 101
Scottsdale, AZ 85260

-Manufacturers Representatives for the Water and Wastewater Industries

4)	2	Scissors Ring for 16 inch to 36 inch diameter pipes. Includes base section, scissors mechanism, one pair of 7.5 inch extensions, and one pair of 20 inch extensions. (68-3000-043)	\$540.00	\$1,080.00
5)	3	Spring Ring for 6 inch diameter pipe (68-3200-007)	\$75.00	\$225.00
6)	3	Spring Ring for 8 inch diameter pipe (68-3200-008)	\$75.00	\$225.00
7)	2	Spring Ring for 10 inch diameter pipe (68-3200-009)	\$75.00	\$150.00
8)	3	Spring Ring for 12 inch diameter pipe (68-3200-010)	\$75.00	\$225.00
9)	1	SPA 1784. Spring Ring for 14 inch diameter pipe. (60-5314-784)	\$86.00	\$86.00
10)	1	Spring Ring for 15 inch diameter pipe. (68-3200-011)	\$75.00	\$75.00
		Sub-total:		\$16,781.00
		5% Quantity Discount		-839.05
		Freight		\$155.00
		Sales Tax		\$1,501.90
		Total		\$17,598.90

Delivery: 3-4 weeks upon receipt of purchase order. Please note that the above total does not include any applicable taxes.

Terms: Net 30 days.

Please Make Purchase Order To:
Western Environmental Equipment Co.
8320 E. Gelding Drive, Suite 101
Scottsdale, AZ. 85260

Validity: 30 Days.

Regards,
Dennis Gamache

Isco 2150 Area Velocity Flow Module

The 2150 Flow Module uses continuous wave Doppler technology to measure mean velocity. The sensor transmits a continuous ultrasonic wave, then measures the frequency shift of returned echoes reflected by air bubbles or particles in the flow.

The 2150's "smart" area velocity probe is built on digital electronics, so the analog level is digitized in the sensor itself to overcome electromagnetic interference. The probe is also factory-calibrated for 10-foot (3 meter) span at different temperatures. This built-in calibration eliminates drift in the level signal, providing long-term level stability that reduces recalibration frequency and completely eliminates span recalibration.

In field use, the 2150 is typically powered either by two alkaline, or Isco Rechargeable Lead-acid batteries, within a 2191 Battery Module. Highly efficient power management extends battery life up to 15 months at 15-minute data storage intervals. Other power options (including solar) are available.

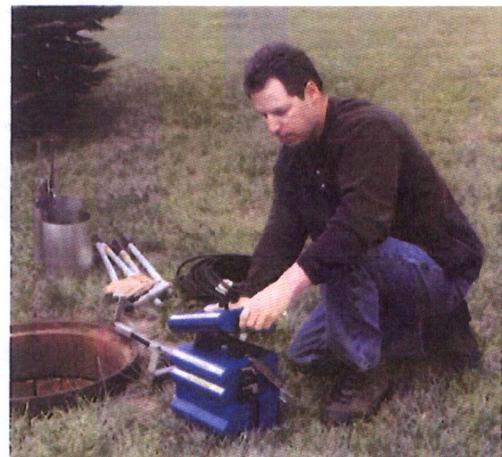
Applications

- ◆ Portable and permanent-site AV flow monitoring for inflow and infiltration, capacity assessment, sewer overflow, and other sewer studies.
- ◆ Measuring shallow flows in small pipes. Our low-profile area velocity sensor minimizes flow stream obstruction and senses velocity in flows down to 1 inch (25 mm) in depth.



Standard Features

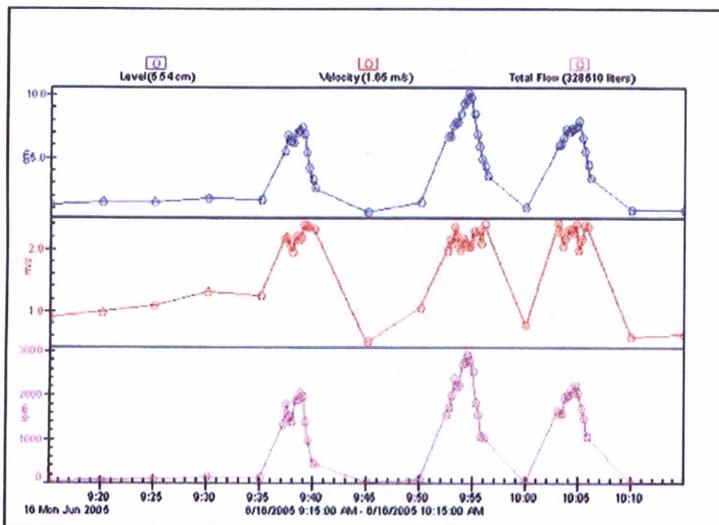
- ◆ Rugged, submersible enclosure meets NEMA 4X, 6P (IP68) environmental specs.
- ◆ Chemically resistant epoxy-encapsulated sensor withstands abuse, resists oil and grease fouling, and eliminates the need for frequent cleaning.
- ◆ Replaceable high-capacity internal desiccant cartridge and hydrophobic filter protect sensor reference from water entry and internal moisture.
- ◆ Pressure transducer vent system automatically compensates for atmospheric pressure changes to maintain accuracy.
- ◆ The quick-connect sensor can be easily removed and interchanged in the field without requiring recalibration.
- ◆ Up to four 2100 Series flow modules can be networked by stacking and/or extension cables.



Above left: Additional modules can be added for redundant or multi-stream measuring (Isco 2110 Ultrasonic Module shown). Right: Optional mounting rings provide quick, secure sensor installation in round pipes from 6 to 80 inches (150 to 2000 mm).

Software Features

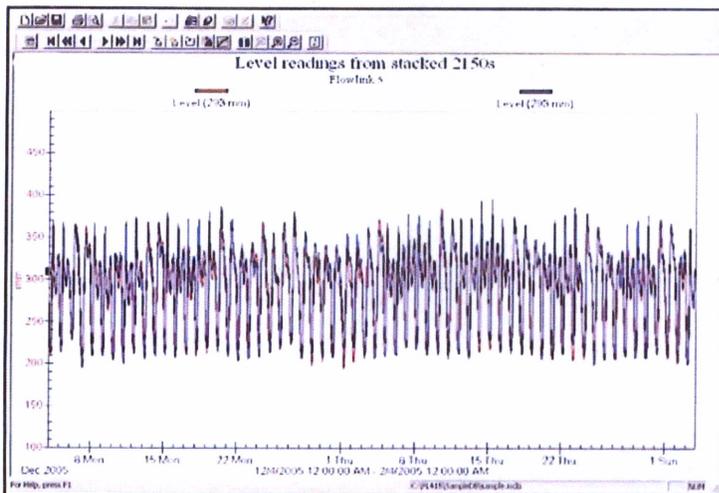
- ◆ Secure data storage. All data are continuously stored in flash memory to protect against loss in case of power failure
- ◆ Easy to upgrade. New operating software can be downloaded into non-volatile flash memory, without affecting stored program and data.
- ◆ Records and stores input voltage and temperature data.
- ◆ Variable rate data storage lets you change the data storage interval when programmed conditions occur. This feature assures maximum information about an exceptional event – such as an overflow – while conserving power and data capacity during normal conditions.
- ◆ 38,400 bps communication provides speedy setup and data retrieval.



Variable rate data storage

The 2150 flow module has the ability to automatically switch data storage rates based on varying conditions.

In the example at left, the 5-minute data storage rate automatically changed to 30 seconds when the flow rose above a programmed level.



Level stability

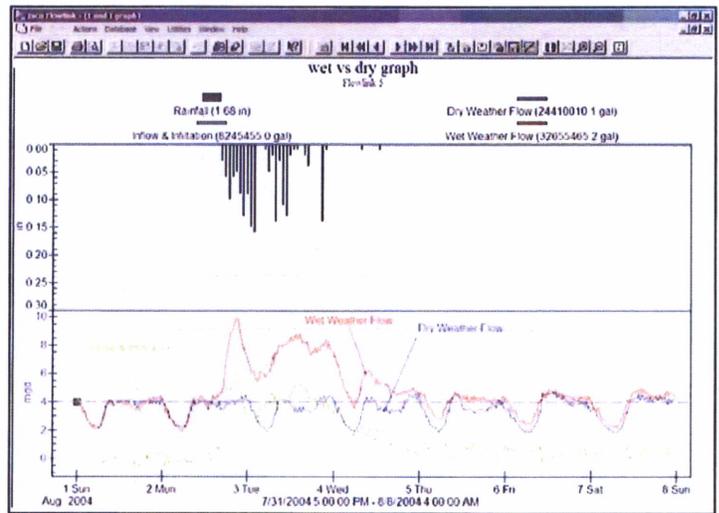
Frequent multipoint level recalibration is a requirement with other area velocity flow meters. Isco's exclusive "smart" sensor design in the area velocity probe yields exceptionally low drift in the level signal.

The 2150's factory-calibrated 3-meter span totally eliminates the need for cumbersome span recalibration in the field.

In the example at left, two area velocity probes were installed at the same site. The level readings from both sensors track closely without any drift, over an 8-week period.

Flowlink® Data Analysis

Isco Flowlink® Software is a powerful tool for analyzing flow and water quality data. It provides site setup, data retrieval, and comprehensive data analysis, as well as advanced reporting and graphing. See separate datasheets for details on Flowlink and Flowlink Pro software.



The Flowlink screen shown above gives a comparison of dry and wet weather flows, plus rainfall typical of an inflow & infiltration study

Information Delivery

Isco 2100 Series Flow Modules offer a wide variety of communication and retrieval options, to minimize the need for expensive on-site visits and confined space entry. These include:

Isco 2103 Land-line Modem Module

Reliable two-way dial-up communication between down-hole 2100 Flow Modules and your desktop computer, equipped with Isco Flowlink Software. A dial-out feature enables the system to transmit a text message alarm to your digital cell phone or pager.

Isco 2103c Cellular Modem Module

All the features of the 2103 Modem with the convenience of cell phone access. And the 2103c can automatically send data via the Internet to a designated server running Flowlink Pro software, using economical 1xRTT packet-switched data transmission.

Isco 2108 Analog Output Module

Provides current outputs for use with Isco 2100 Series Area Velocity and Ultrasonic Flow Modules. It allows easy interface with SCADA/DCS or other secondary instrument systems.

Modbus

2100 Series Flow Modules provide digital RS 232 Modbus output that can be used to interface with external communication modules, SCADA systems, or other devices.

On-site Data Retrieval

Isco Flowlink Software

Download and process data on-site. Enjoy unmatched data management capability, advanced data editing and analysis, powerful reporting and presentation choices, and a variety of downloading and data handling options.

Isco 2101 Field Wizard

A durable, weatherproof module for on-site data retrieval. Don't risk damage to your fragile notebook PC. The 2101 Field Wizard provides on-site display of current readings, information about stored data, diagnostics, and more.

Interrogate all 2100 Series Flow Modules in the stack at one time, and store more than 14 days' data from up to 20 modules!

Isco 2102 Communication Module

Connect with your Isco 2100 Series Flow Modules from the safety and convenience of your vehicle.

Digital spread-spectrum radio signals enable "drive-up" data retrieval, system configuration, and level calibration, with minimum power consumption. "Plug and Play" setup – no interfacing needed.

Specifications

2150 Flow Module	
Size (HxWxD):	2.9 x 11.3 x 7.5 in (74 x 287 x 191 mm)
Weight:	2.0 lb (0.9 kg)
Materials of construction:	High-impact polystyrene, stainless steel
Enclosure (self-certified):	NEMA 4X, 6P (IP68)
Temperature Range:	-40° to 140° F (-40° to 60° C) operating and storage
Power Required:	12 VDC nominal (7.0 to 16.6 VDC), 100 mA typical, 1 mA standby
Power Source:	Typically, an Isco 2191 Battery Module, containing 2 alkaline or 2 rechargeable lead-acid batteries. (Other power options are available; ask for details.)
Typical Battery Life:	Using 15-minute data storage interval Energizer® Model 529 alkaline - 15 months Isco rechargeable lead-acid - 2.5 months
Program Memory:	Non-volatile programmable flash; can be updated using PC without opening enclosure; retains user program after updating.
Built-in Conversions	
Flow Rate Conversions:	Up to 2 independent level-to-area conversions and/or level-to-flow rate conversions.
Level-to-Area Conversions:	Channel Shapes - round, U-shaped, rectangular, trapezoidal, elliptical, with silt correction; Data Points - Up to 50 level-area points.
Level-to-Flow Conversions:	Most common weirs and flumes; Manning Formula; Data Points (up to 50 level-flow points); 2-term polynomial equation
Total Flow Calculations:	Up to 2 independent, net, positive or negative, based on either flow rate conversion
Data Handling and Communications	
Data Storage:	Non-volatile flash; retains stored data during program updates. Capacity 395,000 bytes (up to 79,000 readings, equal to over 270 days of level and velocity readings at 15-minute intervals, plus total flow and input voltage readings at 24-hour intervals)
Data Types:	Level, velocity, flow rate 1, flow rate 2, total flow 1, total flow 2, input voltage, temperature
Storage Mode:	Rollover; 5 bytes per reading.
Storage Interval:	15 or 30 seconds; 1, 2, 5, 15, or 30 minutes; or 1, 2, 4, 12, or 24 hours Storage rate variable based on level, velocity, flow rate, total flow, or input voltage
Data Retrieval:	Serial connection to PC or optional 2101 Field Wizard module; optional modules for spread spectrum radio; land-line or cellular modem; 1xRTT. Modbus and 4-20 mA analog available.
Software:	Isco Flowlink for setup, data retrieval, editing, analysis, and reporting
Multi-module networking:	Up to four 2100 Series Flow Modules, stacked and/or remotely connected. Max distance between modules 3300 ft (1000 m).
Serial Communication Speed:	38,400 bps

2150 Area Velocity Sensor	
Size (HxWxD):	0.75 x 1.3 x 6.0 in (19 x 33 x 152 mm)
Cable (Length x Diameter):	25 ft x 0.37 in (7.6 m x 9 mm) standard. Custom lengths available on request.
Weight (including cable):	2.2 lbs (1 kg)
Materials of construction:	Sensor - Epoxy, chlorinated polyvinyl chloride (CPVC), stainless steel Cable - Polyvinyl chloride (PVC), chlorinated polyvinyl chloride (CPVC)
Operating Temperature:	32° to 140° F (0° to 60° C)
Level Measurement:	Method - Submerged pressure transducer mounted in the flow stream Transducer Type - Differential linear integrated circuit pressure transducer Range (standard) 0.033 to 10 ft (0.010 to 3.05 m); (optional) up to 30 ft (9.15 m). Maximum Allowable Level 34 ft (10.5 m) Accuracy ±0.01 ft from 0.033 to 10 ft, (±0.003 m from 0.01 to 3.05 m.) Long-Term Stability ±0.023 ft/yr (±0.007 m/yr) Compensated Range 32° to 122°F (0° to 50°C)
Velocity Measurement:	Method - Doppler ultrasonic, frequency 500 kHz Typical Minimum Depth 0.08 ft (25 mm) Range -5 to +20 ft/s (-1.5 to +6.1 m/s) Accuracy (in water with uniform velocity profile, speed of sound = 4850 ft/s, for indicated velocity range) ±0.1 ft/s from -5 to 5 ft/s (±0.03 m/s from -1.5 to +1.5 m/s) ±2% of reading from 5 to 20 ft/s (1.5 to 6.1 m/s)
Temperature Measurement:	Accuracy ±3.6° F (±2° C)
2191 Battery Module	
Size (HxWxD):	6.0 x 9.6 x 7.6 in (152 x 244 x 193 mm)
Weight (without batteries):	3.2 lb (1.4 kg)
Materials of construction:	High-impact polystyrene, stainless steel
Enclosure (self certified):	NEMA 4X, 6P, (IP68)
Batteries:	Two 6-volt Energizer Model 529* alkaline (25 Ahrs capacity) or Isco Rechargeable Lead-acid (5 Ahrs capacity) recommended. *Note - Energizer 529 ER does not give specified life.

2150 Ordering Information

Contact your Teledyne Isco representative for complete ordering details and information on other 2100 Series Modules.

Description	Part No.
2150 with AV sensor, 2191 Battery Module, and Handle	68-2050-002
2150 Module with AV sensor (only)	68-2050-001
Isco Flowlink® 5 Software	68-2540-200
Energizer® Model 529 Alkaline Lantern Battery (2 required)	340-2006-02
Isco Rechargeable Lead-acid Battery (2 required)	60-2004-041
Charger for Lead-acid Batteries (holds 2 batteries)	60-2004-040



Teledyne Isco, Inc.

4700 Superior Street
Lincoln NE 68504 USA
Tel: (402) 464-0231
USA and Canada: (800) 228-4373
Fax: (402) 465-3022
E-Mail: iscoinfo@teledyne.com
Internet: www.isco.com



COUNCIL AGENDA MEMO – October 9, 2012
 PROCUREMENT ITEM FOR CONSENT AGENDA (\$10,000 - \$20,000)

DEPARTMENT: Finance

AGENDA ITEM: Approval of ESRI GIS Software Support and Maintenance for November 2012- November 2013

Approved By:		Date:
Department Director:	Mark Woodfill	
City Manager:	Craig McConnell <i>Craig McConnell</i>	10-1-12

Good(s) or Service(s) to be Purchased	
Description of Item(s) Check if Prof. Services <input type="checkbox"/>	Support and maintenance on ESRI GIS software packages including: ArcGIS Desktop, Spatial Analyst, 3D Analyst, ArcPad, and ArcGIS Server
Quantity	1 year of support and maintenance
Necessity/Use	The ESRI software is used to maintain, process, and distribute GIS data used in the city across all departments.

Summary of Written Quotes (exclusive of tax) or Professional Services Proposals			
		** See Note (1) below for professional services **	
x	Vendor (Name and Location)	Price	Delivery/Schedule
X	1. ESRI Redlands, CA	\$17,164 (quote attached)	

x = recommended award

Notes:

- 1) Professional services may not be selected by price; indicate the price & delivery only or the vendor selected on the basis of qualifications, after which the final price and schedule were negotiated.
- 2) Provide justification for sole source purchases in "Additional Comments" below.

Budget Information	Fund Name: Department IT Charges
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Additional Comments: ESRI software is the geographic information system (GIS) standard throughout the world. This software enables efficient data sharing between other agencies in the region, such as Yavapai County and neighboring municipalities, and outside consulting firms which need mapping infrastructure for design of City projects.

The service agreement provides the latest software releases, service packs and patches, unlimited phone support, and access to online customer resources for a 1 year period.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1232
Fax #: 909-307-3083

Quotation

Date: 09/28/2012

Quotation Number: 25536325

Contract Number: 2009MPA4087

Send Purchase Orders To:

Esri, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Nicole Scott

Please include the following remittance address on your Purchase Order:

Esri, Inc.
File #54630
Los Angeles, CA 90074-4630

CITY OF PRESCOTT
INFORMATION TECHNOLOGY
CITY HALL
PO Box 2059
PRESCOTT AZ 86302-2059
Attn: Catherine Moody
Customer Number: 8234

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS for Desktop Advanced (formerly ArcInfo) Concurrent Use Primary Maintenance Start Date: 10/29/2012 End Date: 10/28/2013	3,000.00	3,000.00
2010	1	86497 ArcGIS for Desktop Standard (formerly ArcEditor) Concurrent Use Primary Maintenance Start Date: 10/29/2012 End Date: 10/28/2013	1,500.00	1,500.00
3010	2	86500 ArcGIS for Desktop Standard (formerly ArcEditor) Concurrent Use Secondary Maintenance Start Date: 10/29/2012 End Date: 10/28/2013	1,200.00	2,400.00
4010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 10/29/2012 End Date: 10/28/2013	500.00	500.00
5010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 10/29/2012	500.00	500.00

This quotation is valid for 90 days and is subject to your Esri License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Nicole Scott

Ext: 1232

[ISAACST]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1232
Fax #: 909-307-3083

Quotation

Page 2

Date: 09/28/2012

Quotation Number: 25536325

Contract Number: 2009MPA4087

Item	Qty	Material#	Unit Price	Extended Price
		End Date: 10/28/2013		
6010	1	87192 ArcGIS for Desktop Basic (formerly ArcView) Single Use Primary Maintenance Start Date: 10/29/2012 End Date: 10/28/2013	400.00	400.00
7010	1	93094 ArcGIS for Desktop Basic (formerly ArcView) with Extensions Single Use Primary Maintenance Start Date: 10/29/2012 End Date: 10/28/2013	1,000.00	1,000.00
8010	3	87193 ArcGIS for Desktop Basic (formerly ArcView) Single Use Secondary Maintenance Start Date: 10/29/2012 End Date: 10/28/2013	300.00	900.00
9010	1	114511 ArcPad Maintenance Start Date: 09/01/2012 End Date: 10/28/2013	289.50	289.50
10010	1	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle	5,000.00	5,000.00
10020	1	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$2,000.00 of the bundled price. Start Date: 10/29/2012 End Date: 10/28/2013		
10030	1	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$3,000.00 of the bundled price. Start Date: 10/29/2012 End Date: 10/28/2013		

Subtotal	15,489.50
Estimated Taxes	1,138.48
Total	\$ 16,627.98

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

COUNCIL AGENDA MEMO – October 9, 2012
 PROCUREMENT ITEM FOR CONSENT AGENDA (\$10,000 - \$20,000)

DEPARTMENT: Legal Department

AGENDA ITEM CAPTION: Approval of one-year contract with WEST for a monthly computer legal research service

Approved By: _____ **Date:** _____
City Attorney: Gene Neil
City Manager: Craig McConnell *Craig McConnell* 10-3-12

Good(s) or Service(s) to be Purchased	
Description of Item(s) Check if Prof. Services ___	computer based legal publications and research service through WEST
Quantity	Monthly for 12 months
Necessity/Use	legal research computer service for attorneys

Summary of Written Quotes (exclusive of tax) or Professional Services Proposals			
		** See Note (1) below for professional services **	
x	Vendor (Name and Location)	Price	Delivery/Schedule
	1. WEST, St. Paul, MN	\$13,280.40	Monthly
	2.		
	3.		

x = recommended award

Notes: (1) Professional services may not be selected by price; indicate the price & delivery only for the vendor selected on the basis of qualifications, after which the final price and schedule were negotiated.
 (2) Provide justification for sole source purchases in "Additional Comments" below.

Budget Information Fund Name: General Fund

Additional Comments:
 This is a one-year contract in the amount \$1,106.70 per month, totaling \$13,280.40. This contract is for Westlaw which is a legal research computer service for attorneys. Westlaw computer legal research program is only available through WEST, St. Paul, MN and therefore this is a sole source purchase.

Attachments 1. WEST Contract

WEST ORDER FORM FOR WESTPACK PRODUCTS
 610 Opperman Drive
 St. Paul, MN 55164-1803
 Tel: 651/687-8000

WEST
 A Thomson Reuters business

<i>Check West account status below as applicable:</i>		Rep Name & Number <u>Mike Toolson 0212542</u>		***REQUIRED***
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)			
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)			
Acct # <u>1000217905</u>	PO # _____	Date <u>9/26/12</u>		
Name/Subscriber <u>Prescott City Attorney</u>		Bill To Acct # _____		
Order Confirmation Contact Name <u>Debby Johnston</u>				
E-Mail <u>debby.johnsoton@prescott-az.gov</u>				
Westlaw Password Contact Name (for password delivery) _____				
E-Mail _____				
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	
Name _____		Attn: _____		
Address _____		Suite/Floor _____		
City _____	State _____	County _____	Zip _____	
WestPack WestlawPRO Products				

WestPack Promotion Code: WPK3

Full Svc #	WestlawPRO Products	# of Passwords/ FTEs/Students/ Terminals/ Conc.Patron/CD Users	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly WestlawPRO Charges
40981520	Gov Select 9-11 pts	8				\$1106.70

Notes:

Total Monthly Charges \$ 1106.70

WestPack Print and CD-ROM Products

Full Svc #	WestPack Print and CD-ROM Products	-Quantity of WestPack Titles-		List/CD-ROM Charges	Other	Total List/CD- ROM Charges
		New *	Existing **			
17038296	Az Ct Ruesis State and Federal		1			
21050946	Az Digest 2nd		1			
21040304	Az Revised Statutes		4			
13975494	State and Local Gov Civ Rights Laib		1			
14047981	DrinkingDriving Law Newsletter		1			

† Total Charges _____

† Total Charges includes charges from attached page 2, if applicable.

* This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies) – ship and enter subscription(s) for the requested title

** Subscriber maintains existing subscription(s) to this WestPack title – do not ship.

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term of complete calendar months elected by Subscriber with his/her initials below ("Minimum Term"). Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates. Any additional users added to any existing Per User WestlawPRO and/or CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s).

Subscriber's Initials for 12, 24 or 36 Month Minimum Term

____ **12 Month Minimum Term** for WestlawPRO, WestPack Print and CD-ROM Products – 20% WestPack Print and CD-ROM Product discount (new and existing)

____ **24 Month Minimum Term** for WestlawPRO, WestPack Print and CD-ROM Products – 30% WestPack Print and CD-ROM Product discount (new and existing) – Monthly WestlawPRO Charges for second 12 months not to increase by more than ____% over Monthly WestlawPRO Charges for initial 12 months.

____ **36 Month Minimum Term** for WestlawPRO, WestPack Print and CD-ROM Products – 50% WestPack Print and CD-ROM Product discount (new and existing) – Monthly WestlawPRO Charges for second 12 months not to increase by more than ____% over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than ____% over Monthly WestlawPRO Charges for second 12 months.

Non-Government Subscribers Only: Upon conclusion of the WestlawPRO Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly WestlawPRO Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Government Subscribers Only: Upon conclusion of the WestlawPRO Minimum Term, Monthly WestlawPRO Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

____ **Subscriber's Initials.** Subscriber has ____ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users or students and Personnel (if ordering a Paralegal Plan) for the location identified above or FTE's (if ordering Campus Research) for WestlawPRO, CD-ROM case law and/or West LegalEdcenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

Internal Corporate Use Only	BND
-----------------------------	-----

Technical Contacts for Westlaw Patron Access and Campus Research and Thomson Innovation Administrator

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____
One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set-up and access

____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

In the event Subscriber desires to increase the number of publicly accessible terminals or concurrent users, Subscriber must contact West. If West learns that Subscriber has increased the number of publicly accessible terminals, West reserves the right to increase Subscriber's charges as applicable.

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech com = 59

Thomson Innovation Administrator Name (please print): _____

E-Mail Address: _____

WestlawPRO Renewals		
*Current Monthly WestlawPRO Charges is the rate in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term were calculated, depending on the length of the current Minimum Term or current Renewal Term.		

Sub Mail #	WestlawPRO Products	Current Monthly WestlawPRO Charges*
Notes:		

____ Subscriber's Initials for 12 Month Renewal Term ** Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be _____ % more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term.

____ Subscriber's Initials for 24 Month Renewal Term ** Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____ % more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____ % more than the Monthly WestlawPRO Charges for the first additional 12 months.

____ Subscriber's Initials for 36 Month Renewal Term ** Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____ % more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____ % more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be _____ % more than the Monthly WestlawPRO Charges for the second additional 12 months.

In the event a promotion on the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"). Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

**Effective at the end of the current Minimum Term or current Renewal Term.

Non-Government Subscribers Only: Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly WestlawPRO Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Government Subscribers Only: Upon conclusion of the Renewal Term designated above, Monthly WestlawPRO Charges are billed thereafter at then current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Westlaw Passwords and QuickView+						
Last Name	First Name, M.I.	Ally	Lib	Para	Other	Product(s)

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to the accuracy of charges or other information on QuickView+.

Authorized Westlaw Password Holder for Westlaw QuickView+:

Last Name _____ First Name _____ E-mail _____

Additional Non-WestPack WestlawPRO, CD-ROM and West LegalEdcenter Products						
Full Svc #	Non-WestPack WestlawPRO/ CD-ROM/WLEC Products	# of Pwds Conc. CD Users	Mo. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD/WLEC Charges
Notes:						

Total Monthly Charges \$ _____

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein. Any additional users added to any existing Per User WestlawPRO and/or CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s).

____ Subscriber's Initials for 24 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than _____ % over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months.

____ Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than _____ % over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than _____ % over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

Non-Government Subscribers Only: Upon conclusion of the WestlawPRO Minimum Term, including West LegalEdcenter product(s) that are part of a WestlawPRO Select, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12 month periods ("Renewal Term"), and the Monthly WestlawPRO Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 90 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, West LegalEdcenter Charges are billed thereafter at up to then-current rates.

Government Subscribers Only: Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEdcenter Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

____ Subscriber's Initials Subscriber has _____ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users or students and Personnel (if ordering a Paralegal Plan) for the location identified above, or FTE's (Ordering Campus Research) for WestlawPRO, CD-ROM case law and/or West LegalEdcenter orders. If West learns that the actual number exceeds the numbers certified above, West reserves the right to increase Subscriber's charges as applicable.

____ CD-ROM/DVD and/or West LegalEdcenter annual billing (please check if requested)

West LegalEdcenter Online Features and Services:

____ Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing.

Additional Non-WestPack Print Products					
Full Svc #	Non-WestPack Print Products	Quantity	List Charges	Other	Charges
Notes:					

Total Charges \$ _____

Terms of Payment for Print Products West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ _____ per month payable for approximately _____ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

Subscription Service, Passwords and West km. Subscription service may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries, updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products, pocket parts, pamphlets, replacement or ancillary volumes, loose-leaf pages and other related supplemental material, all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber after the Minimum Term for WestPack print or CD-ROM products. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers receiving only Live/Not a Case Notebook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, related Westlaw Doc & Form Builder Data of Subscriber that is stored on West servers will be destroyed within 180 days of such termination.

General Provisions. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unamortized installments, including all amounts that are or would become due, and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charges may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorney's fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

Returns. If Subscriber is not completely satisfied with any non-WestPack print or non-WestPack CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges and West LegalEdcenter Charges are not refundable.

Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	# of Passwords
40272073	All Primary with McQuillin	8
40272274	LGP Mun Forms	8

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products), and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) and/or the Thomson Innovation Schedule and Third Party Terms Schedule (for Thomson Innovation) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature _____ Date _____

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name _____

Title _____

Date _____

Signature _____

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expire Date _____	Total Amt. to Charge _____	

WestlawPRO - Deal Builder - Government Select - WestlawNext - Order Fulfillment Worksheet

Customer Account Address:

Account # 1000217905
PRESCOTT CITY ATTORNEY
PO Box 2059
221 S CORTEZ ST
PRESCOTT, AZ 86303
US
(928) 777-1288

Core Product: Primary Law with KeyCite® All — Arizona (WestlawNext™) Point Total: 0

Sub Material #: 40973820 Service #: 40982437

Modules Selected

All Primary Law (WestlawNext™)
Municipal Law Practitioner Counselor — Arizona (WestlawNext™)

Serv. #	Sub #	Points
40981520	40973997	7
40981739	40974513	2

Printed: 9/17/2012 11:00 PM

rdugas@lawdmyl.com, mrich@lawdmyl.com;jsnyder@lawdmyl.com;sdousdebes@lawdmyl.com

SHELTON L. FREEMAN on behalf of Debtor HASSAYAMPA GOLF CLUB, INC.

tfreeman@lawdmyl.com,

lbray@lawdmyl.com;jsnyder@lawdmyl.com;sdousdebes@lawdmyl.com;cisherwood@lawdmyl.com;mrich@lawdmyl.com

THOMAS A. LLOYD on behalf of Creditor City of Prescott

thomas.lloyd@cityofprescott.net

TIMOTHY J. MARTENS on behalf of Creditor Hassayampa Club Partners, LLLP

tmartens@gblaw.com

DAVID E SHEIN on behalf of Creditor HGC Holdings, LLC

dshein@cslawyers.com

ROBERT J. SPURLOCK on behalf of Creditor Agricredit Acceptance LLC

bspurlock@bffb.com, dkeller@bffb.com

LARRY LEE WATSON on behalf of U.S. Trustee U.S. TRUSTEE

larry.watson@usdoj.gov, connie.s.hoover@usdoj.gov

2:12-bk-06605-RTBP Notice will not be electronically mailed to:

Bruce Allbright
c/o The Cavanagh Law Firm
Attn: Hilary Barnes
1850 N. Central Ave.
#2400
Phoenix, AZ 85004

EDWIN J BUCKLEY
THE CAVANAGH LAW FIRM
c/o HILARY L. BARNES, ESQ.
1850 N. CENTRAL AVE.
#2400
PHOENIX, AZ 85015

BARBARA FRIEDMAN
18704 N CACTUS FLOWER WAY
SURPRISE, AZ 85387

MARVIN FRIEDMAN
18704 N CACTUS FLOWER WAY
SURPRISE, AZ 85387

WestlawPRO - Deal Builder - Government Select - WestlawNext - Modules Addendum

Customer Account Address

Account # 1000217905
PRESCOTT CITY ATTORNEY
PO Box 2059
221 S CORTEZ ST
PRESCOTT
AZ
86203
US
(928) 777-1288

Core Product: Primary Law with KeyCite® All — Arizona (WestlawNext™)

Modules Selected

All Primary Law (WestlawNext™,
Municipal Law Practitioner Counselor — Arizona (WestlawNext™)

Subscriber's Initials for Modules elected by Subscriber _____

Date _____

Printed: 9/17/2012 11:01 PM

COUNCIL AGENDA MEMO – October 9, 2012	
DEPARTMENT:	City Council
AGENDA ITEM:	Appointment of Member to the Prescott Preservation Commission

Approved By:		Date:
Council Appointment Committee: Chairman Lamerson, Councilmen Blair and Carlow		
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell 	10-2-12

Background

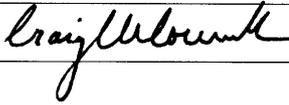
With the resignation of Doug Stroh from the Prescott Preservation Commission due to his relocation outside City limits, a vacancy has been created which will need to be filled with a qualified individual.

Robert Burford, a long time local architect, has expressed an interest and has submitted an application. Mr. Burford has been licensed as an architect since 1992 and has worked on numerous projects affecting historic structures in Prescott.

The Council Appointment Committee is recommending that Robert Burford be appointed to the Prescott Preservation Commission because he is a licensed architect in good standing and resides within City limits. In particular his experience in working with historic restorations and alterations to historic buildings makes him the best choice to fill this vacancy.

Recommended Action: **MOVE** to accept the Council Appointment Committee's recommendation and appoint Robert Burford to the Prescott Preservation Commission to fulfill the remainder of Doug Stroh's 4-year term ending in March of 2013.

COUNCIL AGENDA MEMO – October 9, 2012	
DEPARTMENT:	Public Works
AGENDA ITEM:	Approval of a professional services agreement with Carollo Engineers Inc., for the 2012 City Wastewater Collection System Model Update in an amount not to exceed \$152,270.00

Approved By:	Date:
Department Head: Mark Nietupski	09/28/2012
Finance Director: Mark Woodfill	
City Manager: Craig McConnell 	10-1-12

Item Summary

Approval of this item will award a contract to Carollo Engineers Inc., for the 2012 City Wastewater Collection System Model Update. The update will integrate new development wastewater collection infrastructure and capital improvement system upgrades since the Wastewater Collection System Model report of 2008. It will update the flow projections that form the basis for future needs of the system through the development of 5, 10, 15, and 20 year Capital Improvement Plans (CIPs), incorporate new survey information, perform a desktop condition assessment, develop inflow and infiltration (I/I) reduction strategies, perform a lift station energy evaluation, model the pathway already defined for a single Water Reclamation Plant (WRP), and identify service benefit areas (zones) associated with specific projects as mandated by the legislature for impact fees related to growth.

Background

The current Wastewater Collection System Model was developed in 2008 using Geographical Information System (GIS) and computer hydraulic modeling as the platform. The model serves as a virtual representation of the wastewater system which can be manipulated to test system modification scenarios to understand potential effects on performance (flows, load patterns, peaking factors, I/I, energy efficiencies) for management of operations and improvement planning. Updating the Wastewater Collection System Model periodically is necessary to assure it accurately represents existing system conditions. The validity of outcomes generated through scenario assessments will be based on the accuracy of the Model. The City wastewater collection system includes 2 water reclamation facilities, 63 lift stations, 320 miles of gravity pipe, 8,122 manholes, 14 miles of force main and 11.5 miles of effluent pipeline. The system currently serves customers in Prescott, nearby areas of Yavapai County, and the Yavapai-Prescott Indian Tribe.

Through utilization of the Wastewater Collection System Model, capital improvement needs are prioritized in relation to identified deficiencies (flows, I/I, condition, critical services, etc.) to provide reliable wastewater utility service to the community in conformance with regulatory requirements. These recommendations support future year budget considerations for improvements and upgrades to the system.

Agenda Item: Approval of a professional services agreement with Carollo Engineers Inc., for the 2012 City Wastewater Collection System Model Update in an amount not to exceed \$152,270.00

The City will begin construction of the Airport Water Reclamation Facility (AWRF) in 2012. The expansion of this facility will provide an upgrade to 3.75 million gallons per day of treatment capacity. This model update will provide further detailed analysis of the benefits of a future single WRF and the associated costs of a central trunk main to the Airport WRF. It will also allow the City to model projects specific to this scenario.

Senate Bill 1525 became effective on December 31, 2011. This legislation requires the update of existing land use assumptions and City Infrastructure Improvement Plan (aka CIP) for adoption of a new Impact Fee Ordinance by August 1, 2014. Impact fee zones will be developed within this scope of work identifying properties that benefit from specific project/system improvements. Impact fee zones must demonstrate a connection between the CIP project and the demands of new growth identified in the General Plan. This element of the model update will form the building blocks for an upcoming impact fee analysis.

Carollo Engineers will make a public presentation and provide an executive summary of the model update.

Procurement of Engineering Services

On August 2, 2012, the City received two (2) Statements of Qualification for this publicly advertised project from Carollo Engineers and Waterworks Engineers. Pursuant to professional services selection procedures, the submittals were ranked, followed by interviews. Carollo Engineering emerged as the top ranked firm for the 2012 Wastewater Collection System Model Update. The scope of services and fees were successfully negotiated and are attached.

Project Schedule

Commence October 22, 2012
Complete May 13, 2013

Budget

FY13 funding is available in the Sewer Fund for the Wastewater Collection System Model Update project.

Attachments

- Exhibit A - Scope of Work
- Exhibit B - Fee Schedule
- Exhibit C - Schedule of Work

Recommended Action: MOVE to approve a professional services agreement with Carollo Engineers, Inc., for the 2012 City Wastewater Collection System Model Update in an amount not to exceed \$152,270.00.

EXHIBIT A
City of Prescott
2012 Wastewater Collection System Model Update

SCOPE OF WORK

INTRODUCTION

The purpose of this Wastewater Collection System Model Update is to provide the City of Prescott (City) with an updated collection system hydraulic model that incorporates the infrastructure additions that have taken place since the model was last updated, and to update the flow projections that will form the basis for planning improvements and additions to the wastewater collection system. Infrastructure requirements will be identified for new developments so that a capital improvement program can be developed and documented in a master plan report to guide the City in making future improvements to the wastewater collection system. Capital improvements recommended in this study will be allocated to impact fee areas that will be established in this report. To assist the City in evaluating ongoing changes and improvements to the wastewater collection system, model training will also be provided.

PROJECT ASSUMPTIONS

This scope of services for developing the update is based on the following assumptions:

- 1) Information contained in the various layers of GIS data to be provided by the City is the best information that is available.
- 2) Prescott's current customer billing record database will be provided by the City and used as a basis for the land use flow projection analysis.
- 3) This update will be developed based on the most updated Prescott General Plan.
- 4) The City of Prescott memorandum dated July 19, 2012 will be used for population estimates.
- 5) Prescott will make available any known future development plans.
- 6) The project area includes the City of Prescott service area, including service to private systems, e.g. Camp Pine Rock, Dorall, Lakeside, Creekside, Calvary Chapel, etc. tribal lands, and private lands within the Prescott service area.
- 7) The City will purchase 3 temporary flow monitoring devices to be used in up to 4 flow monitoring tests.

TASK 1.0 WASTEWATER MODEL UPDATE AND PLANNING FRAMEWORK

1.1 Land Base Updates

The City recently had its service area flown to create an updated set of aerial photographs and LIDAR data. The photographs and elevation information obtained from this effort will provide background information to be used to update the model elevations and develop plans for growth of the collection system. The City will also provide updated

EXHIBIT A
City of Prescott
2012 Wastewater Collection System Model Update

SCOPE OF WORK

layers for streets and parcels. Carollo will take this information to update the model, analyze the wastewater system, and present recommendations and results.

1.2 Facilities Updates

The wastewater model has not been updated since it was created in 2008. The City will provide Carollo with the GIS data necessary to update the hydraulic model with new infrastructure that has been constructed. Updated information in the GIS will also be incorporated into the model. The facility update will primarily include pipes, manholes, and the layout of the collection system basins. Positional accuracy between the GIS data and the current model will be checked and adjusted where significant deviations occur. Pipe elevation profiles for major interceptors will be spot checked for accuracy.

The City's LIDAR data will be provided to Carollo to update the manhole rim elevations in the model. Survey information obtained since the model was created will be used to update the manhole inverts. Carollo will also review the collection system reaches in the model for record accuracy and spot check with as-built information, if available, as appropriate.

The model will be updated to include infrastructure that is currently being designed but not yet constructed. This proposed infrastructure will be phased into future scenarios.

1.3 Operational Updates

Carollo will also review the lift station facility and pump curve information in the model currently and update this information where needed. Carollo will visit selected lift station facilities that have been constructed or significantly updated since the last model development study. The model will be updated with changes that have occurred to the wastewater system infrastructure and operations, including new pump curves, lift station controls, and other operational changes so that the model reflects the way that the system is operated today, based on information provided by the City. Pumps in lift stations that are controlled by VFD's will be controlled in a similar manner in the model. The outcome of this task will be a current representation of lift stations with updated operational controls.

1.4 Field Testing and Model Validation

Carollo will work with the City to conduct a limited field test of the wastewater system by following the steps below:

- Prepare a field test plan that identifies twelve locations where temporary flowmeters could be located in the collection system for one week to record flows, velocities and depths. The field test plan will be prepared following an evaluation of the data that can be made available that would be useful for model validation.

EXHIBIT A
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- City staff will install and operate the flowmeters. Carollo will assist in providing quality assurance and control measures to ensure that quality data is collected. At the conclusion of the field test, the data will be provided to Carollo for model validation.
- Compare the model results with the field data to determine if improvements need to be made to the model to improve the accuracy with which the model predicts actual conditions. The City and Carollo will work together to achieve a mutually acceptable accuracy range.
- Compare flow monitoring results with flow monitoring data from the previous study to determine how flows have changed over the past several years.

1.5 Load Projections

Load projections will be developed using water consumption records from customer billing information, the land use plan, and flow-monitoring data gathered during this project. Wastewater unit loads will be established based on a percentage of the customer billing information associated with each land use classification. Load projections for undeveloped lands will be set based on the land use plan and unit wastewater loads associated with each land use type. If future wastewater flows are expected to decrease due to more stringent conservation measures, then future loads will consider the effects of conservation.

Wastewater loads for each land use type will be compared with ADEQ Table 1 to show the differences between actual flows and the design flows in Table 1.

Flow monitoring data obtained during the field testing will be used to adjust and calibrate the wastewater flows

Growth projections will be derived from the land use information in the General Plan Update, discussions with City planning and development group staff, development master planning projects, and will correlate with the projections being developed in the "2012 Water Model Update".

A draft set of growth projections will be prepared for discussion with City staff.

Growth plans and development will be prepared considering the availability and timing of the City's water resources.

A workshop will be conducted where projections are presented in draft form to be reviewed and commented upon. Following the workshop, the flow projections will be finalized with City input.

Task 1.0 Deliverable: Prepare a draft section of the report that explains the model update and validation process, as well as the flow projections that will be applied in the model. This draft section will be prepared following the flow projections workshop and the model validation. The

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City will review the draft report section and comments received will be incorporated into the report final draft.

TASK 2.0 WASTEWATER SYSTEM EVALUATIONS

2.1 Desktop Condition Assessment

A desktop condition assessment will be conducted using the City's GIS, CCTV, flow data, and work order system data, as available. This analysis will consist of the following tasks:

1. Obtain the data from Lucity that identifies which pipe segments have CCTV data, along with the PACP codes that classify the condition of the pipes. Prepare a map that includes these pipes in an overall map of the collection system, to identify where inspections have taken place and to develop a plan for further inspections prioritized by the likelihood of poor pipe condition or infiltration and inflow. An inspection prioritization will follow from this task.
2. Evaluate information in the GIS to categorize collection system pipe according to age, material, and condition where available from Lucity. Where material and age information is missing, make best estimates based on the timing of different developments throughout the City.
3. Develop criticality, vulnerability, and risk classifications for pipes based on criteria agreed upon with the City.
4. Incorporate the information in steps 1, 2, and 3 above into a spreadsheet-based assessment tool that incorporates criticality and vulnerability criteria to estimate the expected remaining useful life of existing infrastructure. The tool will provide a means of documenting the condition of pipeline assets in a systematic way. Then the tool can identify the pipe assets that are most likely to need rehabilitation or replacement based on a risk based analysis. The cost of future infrastructure replacement will be identified so that the cost of a condition based capital improvement program can be established. This capital improvement program will estimate the costs of infrastructure renewal and replacement in future years.

The City will be able to use the information and spreadsheet tool to implement plans for condition assessment inspection and renewal.

2.2 Inflow and Infiltration (I/I) Reduction Strategies

The City's collection system is significantly influenced by Inflow and Infiltration (I/I) resulting from wet weather events. Some manholes in the collection system are located

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in washes or other areas with a high water table following storm events where inflow is more likely. To determine locations with greater inflow and infiltration, additional flow monitoring to be undertaken by the City during the project may identify areas with higher infiltration following storm events. In addition, lift station pumping records will be used to identify the areas where higher infiltration following storm events significantly increases the run time of pumps in the lift stations. Recommendations will be prepared that will help the City to further evaluate inflow and infiltration. When identified, capital improvements will be recommended to reduce the effect of infiltration and inflow. Recommendations to reduce infiltration and inflow will be provided.

2.3 Lift Station Energy Evaluation

The City's lift stations will be evaluated for energy efficiency using tools in the hydraulic model and lift station pump curves, as available. Opportunities to decommission lift stations by utilizing gravity sewers, and thereby providing a cost savings to the City by eliminating pumping costs will be evaluated.

2.4 Existing System Evaluation

The current wastewater collection system will be evaluated using performance criteria that will be agreed upon with the City, beginning with the performance criteria listed in Section 2.2 of the 2008 model study. Pipe and lift station capacities will be evaluated in accordance with the established criteria. The City's wastewater system performance criteria will be reviewed and adjusted, if necessary, to meet the City's planning objectives and to provide a guide for future development planning. The performance criteria may consist of flow depth (d) to pipe diameter (D) ratios (d/D) for existing and future pipes, minimum allowable pipe velocities for gravity sewers and force mains, and minimum allowable slopes for new gravity sewers.

The City's lift stations will be evaluated for emergency operations using the hydraulic model. The time to overflow in the collection system will be estimated using the hydraulic model and exhibits will be prepared that explain model results.

2.5 Evaluate Pathway to a Single Water Reclamation Plant

The potential consolidation of wastewater treatment at the Airport water reclamation Facility (WRF) will be evaluated. The two-plant operation as currently established will be evaluated as one scenario. Then alternatives will be developed with one treatment plant and the collection system improvements needed to deliver wastewater to a single WRF. A separate model scenario will have only one WRF. This study will be based upon the wastewater treatment master plan and associated studies. Outcomes of this task will be the infrastructure requirements, sequencing strategies, and potential cost impacts for consolidating treatment at a single WRF.

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2.6 Evaluate Future Growth Scenarios

Wastewater infrastructure needed to serve future flows will be identified and analyzed using the City's model. Future infrastructure recommendations will be developed in those portions of the Prescott planning area that are most likely to develop in the next 20 years, given the limited water resources that are available to the City. Proposed infrastructure recommendations will be investigated to make sure that the recommendation is technically feasible, given the terrain, land use, and other considerations that would be important to ensure that the capital improvement plan that is presented is viable. The infrastructure that is identified in this task from a technical feasibility perspective will be used in developing the capital improvement program, where price and payment responsibility is defined per the scope in Task 3.0.

Task 2.0 Deliverable: A draft of the report section that presents results of the waste water system evaluations will be prepared following the workshop that addresses wastewater system evaluations. Recommendations that result from the investigations in this task will consist of infrastructure and operating recommendations. The City will provide comments on the wastewater system evaluations that will be incorporated into the draft report.

TASK 3.0 WASTEWATER SYSTEM PLAN UPDATE

3.1 Impact Fee Service Areas

The City will be divided into impact fee zones that can be used to identify the specific infrastructure needed to serve each impact fee zone so that the costs of constructing and upgrading new infrastructure can be allocated to the customers that will benefit from this infrastructure. Capital improvements will then be associated with the zone or zones that benefit from these improvements. Capital improvement projects will then be organized according to impact fee zones. Maps required to demonstrate the impact fee areas and will be included in the deliverables. Maps will be developed to show specific CIP projects. A workflow procedure shall be developed to integrate future or unknown projects.

Impact fee zones must demonstrate a connection between the capital improvement project and the demands of new growth identified in the General Plan. Project cost estimates, at a planning level, will be proportionally split based on infrastructure, new or upsizing, attributed to a new development. The proportional split shall be evaluated on total capacity, current usage, and commitments for usage of capacity of existing infrastructure. Any additional capacity due to growth shall have a tabular presentation

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including additional capacity per service unit (e.g. gpcd), ratio of service unit to land type (residential, commercial, industrial), total number of service units attributable to new development.

3.2 Capital Improvement Program

Capital improvement projects will be identified and sized to address wastewater system improvements that are identified from the wastewater system evaluations in Task 2.0. Planning level cost estimates, time period, trigger, and impact fee zone will be developed for each project. Projects will also be classified according to their purpose: to serve new growth, to resolve a current deficiency, or a combination of the two. Where projects may serve new growth and address deficiencies, the percentage allocation and percentage of the cost will be established. Costs will be based on the assumption that pipes with insufficient capacity will be replaced with a larger pipe and not be paralleled with an additional pipe to provide the required capacity.

Capital improvement project definitions will be organized in a format prescribed by the City to fit into the City's CIP program. These project definitions will include a justification and purpose, location map, cost, and construction time period and trigger that would indicate the need to start the project. CIP projects will also be organized in a spreadsheet format that the City can use after the project is completed to shift the timing of projects in the future as growth and other conditions change in ways that are not anticipated at the time that this project is being completed. The CIP will be based on a 20 year buildout with interim planning periods.

3.3 Capital Improvement Program Maps

Capital improvement projects will be organized and grouped on maps to be provided in the report that shows groupings of projects that comprise an overall capital improvement program for specific parts of the wastewater distribution system.

Task 3 Deliverable: The deliverable for task 3 will be draft report sections and appendixes that show the capital improvement program and individual capital improvement projects. This report section will show maps of the existing system as well as maps of the CIP projects.

TASK 4.0 Project Administration and Deliverables

4.1 Progress Meetings and Workshops

Progress meetings are planned monthly. Progress meetings may coincide with workshops that are scheduled to address specific project issues. Five workshops are planned to address topics where input from City stakeholders is critical. The major topics to be addressed at each workshop are:

- Wastewater Flow Projections

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- Condition Assessment and I/I Reduction
- Collection System Capacity Evaluation
- Capital Improvement Program
- A workshop for the public that focuses on the capital improvement projects but also presents the planning framework and wastewater collection system analyses.

Workshops and progress meetings will be scheduled to occur on the same day as meetings for the water model update project so that additional travel time and expenses will not be incurred for this project. The capital improvement program workshop and workshop for the public will be integrated with the same workshops that are being done for the water model update.

4.2 Model Training

Training on the hydraulic model and its use will be provided for up to six people from the City. Training is expected to take two days. Software licenses for the training will be the City's license plus licenses that may be checked out and used on Carollo computers.

A model users guide will be prepared that documents some of the more common tasks that City staff will need to undertake using the model. The City and Carollo will work together to determine the tasks included in the users guide. A draft of this users guide will be utilized during the training course and then finalized after the training is completed. The users guide will be provided to the City in an editable electronic format.

Operating procedures will be developed to protect the base model with multiple users.

4.3 Project Report

The draft sections of the report that were prepared earlier in the project will be combined along with the City's edits and comments into a draft report with the Executive Report that will be provided to the City. This draft report will contain figures, maps, and tables explaining the results of the study. The first chapter of the report will be an executive summary that summarizes study results, including tables and figures that are also in later report chapters. The City will review the draft report and provide comments that will be incorporated into a final signed and sealed report. Six (6) hard copies of the final report and an electronic file will be provided at the conclusion of the project.

4.4 Executive Summary Brochure

An executive summary brochure will be prepared that summarizes the model update project and presents the capital improvement program. This brochure will be in a color format that is suitable for the public and City Council members. The City and Carollo will work together to determine the content of the Executive Summary Brochure.

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4.5 Council Presentations

An executive summary of the project with its major recommendations will be prepared and presented to the City Council. A presentation will be given to the council at a work-study session and at a council meeting where the study is to be adopted. These presentations will be done jointly with the council presentations of the water model update project.

Task 4 Deliverables:

- Training on the hydraulic model
- Model training manual that explains some of the common tasks that would be undertaken by the city using the model
- Five workshops, monthly progress meetings, and (2) council presentations
- Draft and final model update report including figures, tables, CIP, and appendixes where appropriate
- Executive summary brochure

SCHEDULE

The project is planned for a seven-month duration following authorization to proceed. The attached Gantt chart shows the schedule of activities.

PROJECT FEE

The project fee will be based on an hourly rate, not to exceed \$152,270 as shown on the attached exhibit. Billing will be made on a monthly basis for the percentage of each task that is completed in that month.

TASKS, MAN-HOURS and Costs, 2012 Wastewater Collection System Model Update,
City of Prescott, Arizona
September 25, 2012

TASKS	Man-Hours					Total Man-Hours Per Task	Fee Per Task
	Project Principal	Project Manager	Project Engineer	Technician	Word Proc./ Clerical		
Task 1.0 Wastewater Model Update and Planning Framework							\$34,832
1.1 Land Base Updates		2	4	4		10	\$1,512
1.2 Facilities Updates		4	16	32		52	\$7,000
1.3 Operational Updates		4	16			20	\$3,512
1.4 Field Testing and Model Validation		8	36			44	\$7,704
1.5 Load Projections		4	34	4		42	\$7,008
Task 1.0 Deliverable Preparation	2	12	24	4	8	50	\$8,096
Task 2.0 Wastewater System Evaluations							\$45,664
2.1 Desktop Condition Assessment	0	12	44			56	\$9,856
2.2 I/I Reduction Strategies		8	24			32	\$5,664
2.3 Lift Station Energy Evaluation		8	16			24	\$4,304
2.4 Existing System Evaluation		8	32			40	\$7,024
2.5 Evaluate Pathway to Single Water Reclamation Plant	2	4	14			20	\$3,600
2.6 Evaluate Future Growth Scenarios	0	8	24	4		36	\$6,100
Task 2.0 Deliverable Preparation	2	12	30	4	8	56	\$9,116
Task 3.0 Wastewater System Plan Update							\$33,108
3.1 Impact Fee Service Areas		12	28	4		44	\$7,572
3.2 Capital Improvement Program	0	12	36	0		48	\$8,496
3.3 Capital Improvement Plan Maps	0	4	24	26.2	4	58.2	\$8,118
Task 3.0 Deliverable Preparation	2	12	30	4	6	54	\$8,922
Task 4.0 Project Administration and Deliverables							\$38,666
4.1 Progress Meetings and Workshops	2	28	28	6	4	68	\$11,774
4.2 Model Training		0	32			32	\$5,440
4.3 Project Report	2	20	20	4	16	62	\$9,776
4.4 Executive Summary	0	6	2	36		44	\$5,452
4.5 Council Presentations	2	18	8	8		36	\$6,224
Total Hours	14	206	522	140.2	46	928.2	
Hourly Rates	\$214	\$198	\$170	\$109	\$97		
Total Labor Costs	\$2,996	\$40,788	\$88,740	\$15,284	\$4,462	\$152,270	\$152,270

TOTAL NOT TO EXCEED PROJECT COST \$152,270

CAROLLO ENGINEERS

COUNCIL AGENDA MEMO – October 9, 2012

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Purchase of one (1) ea. Crafc0 EZ1000 Series II melter/applicator (crack seal machine) using Houston-Galveston Area Council (HGAC) contract pricing in the amount of \$56,037.45

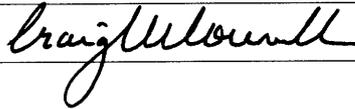
Approved By:

Date:

Department Head: Stephanie Miller

Finance Director: Mark Woodfill

City Manager: Craig McConnell



9-28-12

Summary

Crack sealing is an integral part of the Pavement Preservation and Rehabilitation Program. As street pavement expands and contracts with seasonal temperature changes, cracks are formed. Filling or sealing pavement cracks to prevent water from entering the base and subbase of a roadway extends pavement life by three to five years, deferring the expense of major reconstructive pavement work accordingly.

The Street Maintenance Division applies an average of 31,000 pounds of crack sealant each year. The current machine, purchased in 2005, is at the end of its service life, and has become unreliable and very expensive to keep operational. During seven years of use, it has been inoperable more than 475 working days, with total repair costs (\$81,730) totaling over twice the acquisition cost.

The Crafc0 EZ1000 Series II melter/applicator is the industry leader in reliability and durability. Additionally, parts and service are more readily available due to the popularity of Crafc0 equipment. There is no Arizona state contract for crack seal applicators, therefore purchase through The Houston-Galveston Area Council (HGAC) contract is recommended. All HGAC contracts utilize competitive procurement procedures for government purchases.

Financial Impact

The Street Maintenance Division has \$71,000 budgeted in FY13 for the purchase.

Attachments

- Crafc0 pricing quote
- Photograph of EZ1000 Series II machine

Recommended Action: **MOVE** to approve the purchase of an EZ1000 Series II Melter/Applicator at HGAC contract pricing in the amount of \$56,037.45.

NOTE: Quantities may be limited at Crafc0's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms. Pricing and availability are subject to change without notice.

FOB DEFINITIONS:

O/PPD/NC Origin/Prepaid/No Charge - Crafc0 will pay all shipping charges.

O/COL Origin/Collect - Freight charges will be collected by the freight carrier at the delivery point.

O/PPD/CB Origin/Prepaid/Charge Back - Crafc0 will pay the shipping charges and charge it to the customer including drop charges and other charges that apply.

O/PPD/Fixed/CB Origin/Prepaid/Charge Back - Crafc0 has quoted a fixed freight cost that will be added to the invoice plus drop charges that apply.

THIRD PARTY - Freight charges are billed direct by the freight company to an account set up by the customer.

Pavement Preservation Products Restocking Policy

Crafc0 will only accept the return of products that have been authorized in writing in advance. To obtain authorization contact your customer service representative. A written authorization will be faxed or emailed to you. A copy of the RETURN AUTHORIZATION must accompany the material being returned.

Not all products are returnable. Products that have a shelf life or are considered made to order or special order may not be returned. No used parts may be returned.

All returns are subject to restocking charges.

All products returned must be in the original packaging and be in good and salable condition. Crafc0 reserves the right to charge repackaging charges in addition to restocking charges.

Restocking Charges

PARTS (*) 15%

EQUIPMENT Non Returnable

SEALANT (*) 25%

SILICONE Non Returnable

GEOCOMPOSITES Non Returnable

MASTIC (*) 25%

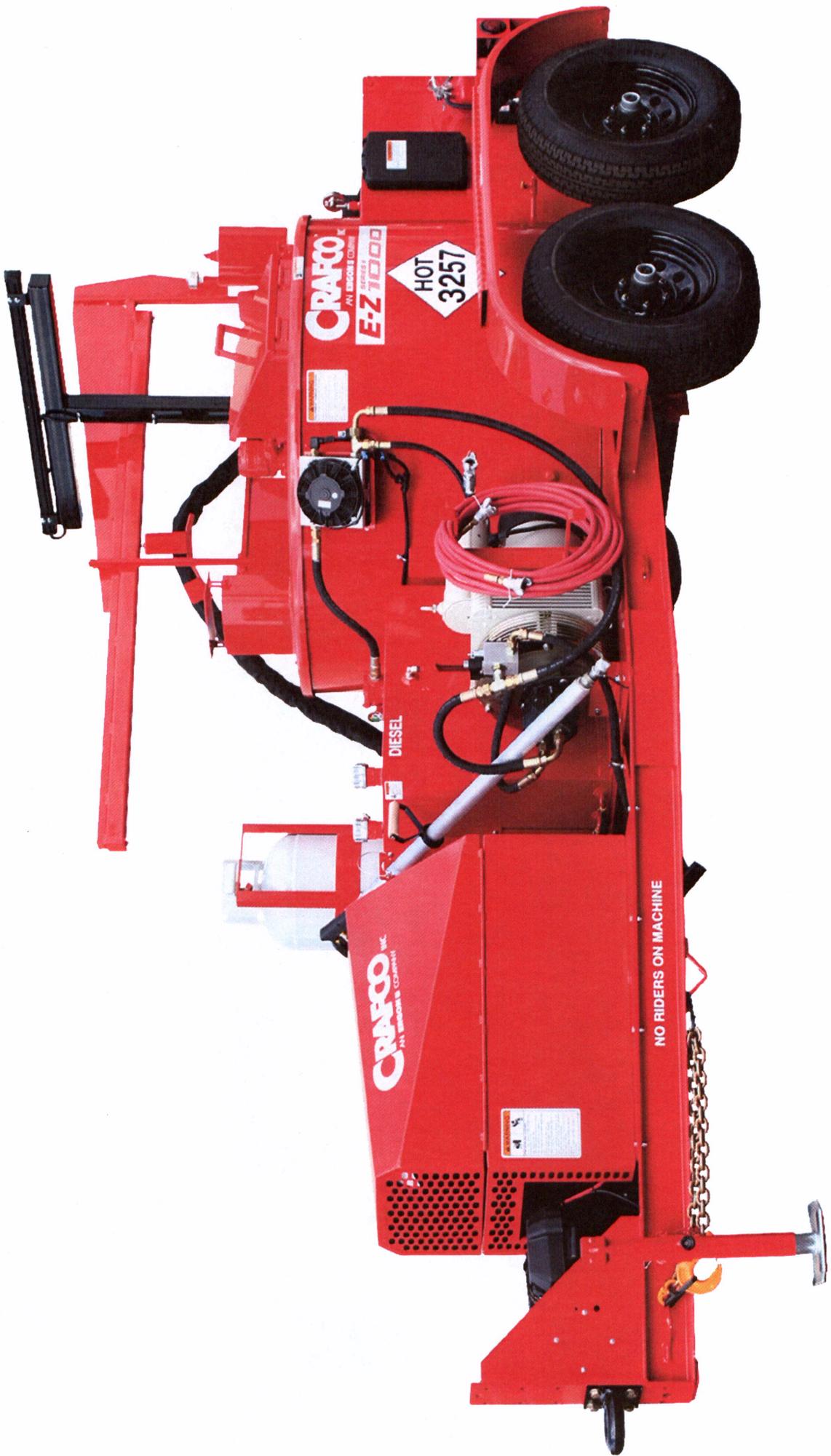
POLYPATCH (*) 25%

TECHCRETE (*) 25%

OTHER STANDARD INVENTORIED ITEMS (*) 25%

CUSTOMER IS RESPONSIBLE FOR ALL SHIPPING COSTS ON RETURNED MATERIALS.

(*) Not all purchases are returnable. Any part or product that is non-standard or obsolete is not returnable. Request information on the acceptability for returns for any specific product when ordering.



CRAPO INC.
AN EMERSON COMPANY

EZ1000

HOT
3257

DIESEL

CRAPO INC.
AN EMERSON COMPANY

NO RIDERS ON MACHINE

COUNCIL AGENDA MEMO – October 9, 2012

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Approval of contract with Spray Systems Environmental for removal and disposal of asbestos-containing material at the Big Chino Water Ranch in an amount not to exceed \$67,035.00 (State contract #AD050026-4 pricing).

Approved By:

Date:

Department Head: Stephanie Miller	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	9-28-12

Summary

This item is a contract with Spray Systems Environmental for asbestos removal and disposal services for the Big Chino Water Ranch. There are 12 residential and agricultural structures that have been identified as containing asbestos, which must be removed prior to demolition or other use.

Background

The Ranch has structures in various states of disrepair/condition including several houses, two trailers, and two "trench dumps". "Trench dumps" are common on older ranches where unneeded material was dumped on-site, due to more modern trash collection and disposal methods being deemed impractical or too expensive.

In 2011 Adams and Wendt, Inc., an environmental contractor, collected samples, sent them for testing, and reported the findings to the City. The report is the baseline document identifying structures with asbestos-containing materials, the specific types of material, locations in the structures, and the estimated amounts of material by square foot. Examples of asbestos-containing materials identified are roof coating and shingles, window glazing compounds, and floor tile mastic.

The structures with asbestos-containing material will be removed, contained and properly disposed of in accordance with Arizona Department of Environmental Quality statutes and regulations. One or both of the trench dumps could potentially have additional asbestos-containing material below the surface layer, requiring additional testing and removal. Adams and Wendt, Spray Systems, and Field and Facilities Services will work together in the event additional material is found.

Once the asbestos is removed, all of the unsafe and unusable structures on the Ranch will be demolished by City forces. The contract work and subsequent building demolition will be accomplished within a timeline required under a current demolition permit with Yavapai County.

Agenda Item: Approval of contract with Spray Systems Environmental for removal and disposal of asbestos-containing material at the Big Chino Water Ranch in an amount not to exceed \$67,035.00 (State contract #AD050026-4 pricing).

Procurement

Spray Systems Environmental is one of several asbestos and lead removal contractors available to the City under Arizona State Procurement Office contracts. All listed contractors were reviewed for labor pricing, equipment, and availability. Spray Systems was identified as best meeting the needs of the project, inspected the Ranch with City personnel on September 19, 2012, and has submitted a bid of \$67,035.00. This amount consists of \$50,400.00 for known work, a \$15,000.00 allowance for unforeseen conditions if encountered (the trench dumps), and bond premium of \$1,635.00. Spray Systems' existing price sheet will be used in the event the additional work is needed.

Budget

Funding has been budgeted in the Big Chino Ranch Water Ranch Project account for this FY13 work.

Attachment

-Spray Systems Environmental estimate

Recommended Action: **MOVE** to approve a contract with Spray Systems Environmental for removal and disposal of asbestos-containing material at the Big Chino Water Ranch in an amount not to exceed \$67,035.00.



2202 W. Medtronic Way, Suite 108
Tempe, AZ 85281
P 480-967-8300, F 480-894-1966
Com. & Res. License ROC 244331 & 244330

September 19, 2012

Cheri Ditto
City of Prescott
433 N. Virginia Street
Prescott, AZ 86302
P (928) 777-1659
Cheri.ditto@prescott-az.gov

RE: Big Chino Water Ranch – Revision #2
34520 N. Rockhouse Rd.
Paulden, AZ 86334
State Contract #AD050026-4

SCOPE:

Trench Dump No. 2

- Removal and proper disposal of 750 SF of roof coating.
- Removal and proper disposal of 50 SF of sealant.
- Removal and proper disposal of 500 SF of roof debris.

House No. 3 – Painted #10

- Removal and proper disposal of 1,450 SF of transite shingles.
- Removal and proper disposal of 2,000 SF of roof shingles.
- Removal and proper disposal of 10 SF of vibration dampener.
- Removal and proper disposal of 300 SF of 9” X 9” floor tile, mastic and brown carpet.
- Removal and proper disposal of 50 SF of white duct seam tape.
- Removal and proper disposal of 5 SF of wainscot adhesive.

Double Wide Trailer No. 4 – Painted #9

- Removal and proper disposal of 70 SF of sealant.

Rock House No. 6 – Painted #8

- Removal and proper disposal of 10 SF of white acoustical sink coating.
- Removal and proper disposal of 20 SF of compound window glazing.
- Removal and proper disposal of 2,000 SF of roof shingles.

Well – Painted #5

- Removal and proper disposal of 500 SF of transite siding.

Garage #7

- Removal and proper disposal of roofing material.

Single Wide Trailer No. 10 – Painted #7

- Removal and proper disposal of 750 SF of 12" X 12" white floor tile mastic.
- Removal and proper disposal of 50 SF of sealant.
- Removal and proper disposal of 750 SF of roof coating.

Silos No. 19

- Removal and proper disposal of 10 SF of gray sealant.

Trench Dump No. 18

- Removal and proper disposal of 100 SF of roof debris.

House No. 25 – Painted #2

- Removal and proper disposal of 10 SF of window glazing compound.
- Removal and proper disposal of 100 SF of 12" X 12" floor tile and mastic.

House No. 26 – Painted #4

- Removal and proper disposal of 1,300 SF of roof shingles.

BID PRICE: \$50,400.00

ALLOWANCE FOR UNFORSEEN CONDITIONS: \$15,000.00

These prices are based on the following criteria:

- I.
 - A. Compliance of all OSHA and EPA regulations.
 - B. Per occurrence \$5 million A+ rated insurance.
 - C. Proper disposal at EPA approved landfill.
 - D. Arizona contractors license # 244331.
 - E. Fed tax ID # 81-0443330.
 - F. Electricity to be provided by SSE. Water to be provided by the City of Prescott.
 - G. Credit card transactions subject to a 3% fee.
 - H. Tax included.
 - I. Add 2.5% for treasury listed bonding.
 - J. Third party air clearance by owner/other.
 - K. Bee extermination provided by owner/other.

Submitted by:



Chad Van Moorlehem, Estimator

COUNCIL AGENDA MEMO – October 9, 2012	
DEPARTMENT:	Tourism
AGENDA ITEM:	Approval of Advertising Services Agreement for Fiscal Year 2013 with Moses Anshell in the amount of \$35,403.61 through the Arizona Office of Tourism cooperative marketing program

Approved By:	Date:
Department Head: Don Prince	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	9-28-12

Summary

The City of Prescott Office of Tourism is recommending approval of this Advertising Services Agreement with Moses Anshell. The Agreement will enable the City to participate in the FY 2013 cooperative marketing program offered to rural destination marketing organizations by the Arizona Office of Tourism (AOT).

The City submitted an application to participate in the program which was subsequently approved. As a participant, the City is able to take advantage of AOT's reduced advertising rates and leverage our resources in partnership with AOT, increasing the scope of Prescott's marketing and advertising activities.

Examples of marketing types include placement of advertising in magazines catering to Prescott's target market (e.g. Arizona Highroads, American Outdoor, Backpacker, Phoenix, Sunset, Truwest), and inserts in the *Arizona Republic* and *Los Angeles Times*. Promotion through the Arizona Showcase, online advertising, advertising that targets the Canadian travel market, and ad placement in the Official State Visitor's Guide are provided through other media outlets.

The program specifies that AOT will pay for 50% of the City's advertising and marketing program, as outlined in Exhibit "A". The City is responsible for direct payment of the other half of the fees charged by AOT's advertising agency, Moses Anshell, and other specified media outlets. The City's portion of the cost for participation in the marketing program totals \$53,065.04.

Of this amount, \$35,403.61 is for services provided by Moses Anshell, which have been advance-invoiced to the City for payment on a quarterly basis. Because neither being invoiced in advance of services rendered nor direct billing by the vendor were anticipated, the Agreement is coming to Council after receipt of the billing. The City will receive invoices directly from other media outlets for the balance.

Moses Anshell currently has a contract with the State of Arizona for marketing and advertising services (Contract No. ADSPO-12-00001374). The Agreement provided herewith is being made pursuant to this existing statewide contract.

Agenda Item: Approval of Advertising Services Agreement for Fiscal Year 2013 with Moses Anshell in the amount of \$35,403.61 through the Arizona Office of Tourism cooperative marketing program

Financial Impact

Funding for the Agreement is provided from Transient Occupancy (Bed) Tax as part of the \$250,000 allocated for Tourism Marketing, approved by Council on August 28, 2012.

Attachment – Advertising Services Agreement

Recommended Action: **MOVE** to approve the Advertising Services Agreement for Fiscal Year 2013 with Moses Anshell in the amount of \$35,403.61.



Advertising Services Agreement

City of Prescott and Moses Anshell

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

WHEREAS, Moses Anshell (hereinafter referred to as “Professional”), has expertise in advertising and marketing and currently has a statewide advertising and marketing contract (contract number: ADSPO-12-00001374) with the State of Arizona and the Arizona Office of Tourism.

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

1. That Professional shall provide the services to the City in relation to advertising and marketing as indicated in Exhibit "A" (the Marketing Cooperative program with the Arizona Office of Tourism) and as requested by the City of Prescott Tourism Director.
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit "A".
5. Notwithstanding the foregoing, this Agreement may be terminated by both parties upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
6. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
7. 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 Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.

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

Don Prince, Tourism Director
City of Prescott
201 S. Cortez
Prescott, AZ 86302

Amanda Bobel
Moses Anshell
20 West Jackson Street
Phoenix, AZ 85003

9. It is expressly agreed and understood by and between the parties that the Professional is an independent Contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent Contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent Contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
10. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
11. (A) The City shall pay to Professional a total sum of Thirty Five Thousand, Four Hundred and Three dollars and sixty one cents (\$35,403.61) for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A".
(B) The foregoing sum includes payment for any and all services to be rendered Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other Professionals or sub-contractors retained by the Professional.
(C) Payment of the total amount provided for under Section 10 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge and City shall pay Professional in accordance with Exhibit "A".
(D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Professional, and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.
(E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.
12. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
13. This Agreement shall be construed under the laws of the State of Arizona.
14. All work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings,

specifications, data maps, studies and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.

15. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
16. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
17. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
18. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
19. The Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
20. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
21. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Tourism Director. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

(B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document.

(C) In giving instructions, the Tourism Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Tourism Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

(D) Payment for any change ordered by the Tourism Director which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.

(E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the Tourism Director, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional fee proposal.

(F) If the Professional claims that any instructions involve extra cost under this Contract, it shall give the Tourism Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Professional shall do such extra work therefor upon receipt of an accepted Contract Amendment or other written order of the Tourism Director and in the absence of such Contract Amendment or other written order of the Tourism Director, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Tourism Director to proceed with the work. All Contract Amendments must be approved by the Tourism Director. Contract Amendments over \$10,000.00 must be approved by City Council.

22. (A) The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

1) Commercial General Liability – Occurrence Form (if applicable)

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

General Aggregate	\$ 2,000,000
Products – Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Legal Liability (Damage to Rented Premises)	\$ 100,000

2) Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- 3) Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 1,000,000

(B) City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors and employees for damages covered by property insurance during and after completion of the Services.

(C) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(D) Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

(E) Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

(F) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(G) Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

23. The Professional, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4 and 2000-4 as amended.

24. Contractor Immigration Warranty

Professional understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its sub-contractors ("Sub-contractors") will comply with, and are contractually obligated

to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”).

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Professional or Sub-contractors employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of sub-contractors to ensure compliance with Professional’s Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

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

The provisions of this Article must be included in any contract the Professional enters into with any and all of its sub-contractors who provide services under this Contract or any sub-contract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Professional or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

25. Professional shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.
26. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Professional.
27. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".
28. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
29. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the term “scrutinized business operations” shall have the meanings set forth in A.R.S. Section 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

Dated this _____ day of _____, 2012.

City of Prescott, a municipal corporation

PROFESSIONAL

Marlin D. Kuykendall, Mayor

Moses Anshell

By: Dominic Celico

Title: V.P. Finance

ATTEST:

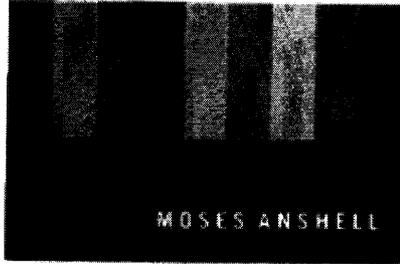
APPROVED AS TO FORM:

Lynn Mulhall, City Clerk

G. Eugene Neil, City Attorney

Exhibit "A"

(Continued on next page)



September 19, 2012

Mr. Don Prince, Director
Prescott Office of Tourism
201 S. Cortez
Prescott, AZ 86303

Mr. Prince,

The Arizona Office of Tourism (AOT) and Moses Anshell, Inc. (Moses) would like to thank you for participating in the AOT Coop program. As you are aware through your arrangement with AOT, AOT is matching, dollar for dollar, the amount you have elected to spend on the billboard and print advertisements. We have previously provided you with the following invoices and supporting media authorizations for your portion of these advertisements:

<u>Invoice number</u>	<u>Invoice date</u>	<u>Invoice amount</u>
7468	8/31/12	\$15,947.78
7469	8/31/12	\$10,632.08
7470	8/31/12	\$ 8,823.75
Total		\$35,403.61

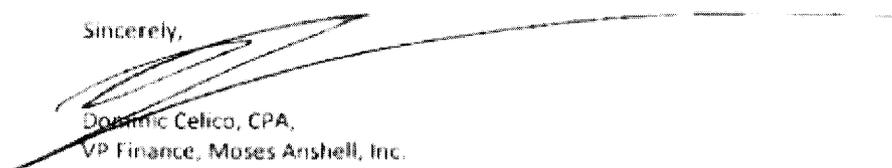
Your advertisements run from 9/23/12 through 5/5/13. As previously communicated, we will require payments prior to the commencement of each quarter for those advertisements running in that quarter as follows:

Advertisements in Q3 of 2012	\$ 6,744.98	Payment due 9/30/12
Advertisements in Q1 of 2013	\$ 9,811.78	Payment due 12/31/12
Advertisements in Q2 of 2013	\$18,846.85	Payment due 3/31/13
Total	\$35,403.61	

We, Moses, currently have a contract with the state of Arizona, bid number ADSPD-12-00001374, for all of the work that we do for governmental agencies in the state of Arizona.

If you have any questions, please feel free to contact me at 602 254 7312. Thank you.

Sincerely,


Dominic Celico, CPA,
VP Finance, Moses Anshell, Inc.



August 6, 2012

Mr. Tim Diesch
City of Prescott
201 S. Cortez
Prescott, AZ 86303

Dear Mr. Diesch,

On behalf of the Arizona Office of Tourism (AOT), I thank you for submitting an application for participation in the Marketing Cooperative FY 2013 program. I am pleased to inform you that the City of Prescott has been approved to participate in 24 opportunities (outline enclosed).

The outline of approved opportunities includes the City of Prescott's cost for each opportunity, indicated as "Partners' Cost." It also lists the billing agency for each opportunity. Please sign an insertion order and pay your portion of the insertion cost directly to the agency listed. Billing agencies for you opportunities include:

Moses Anshell	Amanda Bobel	AmandaBobel@mosesanshell.com	602-254-7312
Madden Media	Tamah Murphy	tmurphy@maddenmedia.com	520-232-2614
AOT (AZ Showcase)	Jennifer Sutcliffe	sutcliffe@azot.gov	602-364-3693
AOT (AZ Media Marketplace)	Kara Woroniec	kworoniec@azot.gov	602-364-3715
Centro	Rich Brown	rich.brown@centro.net	602-568-0858
LAMag.com	Jennifer Sotello	jsotelo@lamag.com	323-801-0030
Post Media	Catrina Kincaid	cKincaid@postmedia.com	604-488-2476

Your contributions to promoting the Grand Canyon State are truly appreciated. I thank you for your efforts and look forward to working with you.

Sincerely,

Glenn Schlotzman
Arizona Office of Tourism

enclosure



FY2013 Participation

Publication	Insertion Date	Size and Type	AOT's Cost	Partners' Cost	Total Insertion Cost	Material Deadline (send ad to pub)	Bill and Insertion Order sent by
City of Prescott							
AAA Arizona Highroads	May/June	Half Page	\$ 2,745.36	\$ 2,745.36	\$ 5,490.72	March 1, 2011	Moses Anshell
AAA Arizona Highroads	Nov/Dec	Four inch	\$ 1,211.21	\$ 1,211.21	\$ 2,422.42	September 4, 2012	Moses Anshell
American Outdoor	April	5 Boards	\$ 2,941.25	\$ 2,941.25	\$ 5,882.50	March 25, 2013	Moses Anshell
American Outdoor	March	5 Boards	\$ 2,941.25	\$ 2,941.25	\$ 5,882.50	February 18, 2013	Moses Anshell
American Outdoor	May	5 Boards	\$ 2,941.25	\$ 2,941.25	\$ 5,882.50	April 22, 2013	Moses Anshell
Arizona Media Marketplace	Nov 15, 2012		\$ 125.00	\$ 125.00	\$ 250.00	N/A	AOT
Arizona OSV	2011	1/3 Page	\$ 2,842.40	\$ 2,842.40	\$ 5,684.80	September 26, 2012	Madden Media
Arizona Republic	7-Oct	1/8 Page	\$ 1,640.34	\$ 1,640.34	\$ 3,280.68	September 26, 2012	Moses Anshell
Arizona Republic	4-Nov	1/8 Page	\$ 1,640.34	\$ 1,640.34	\$ 3,280.68	October 24, 2012	Moses Anshell
Arizona Republic	1 Dec	1/8 Page	\$ 1,640.34	\$ 1,640.34	\$ 3,280.68	November 21, 2012	Moses Anshell
Arizona Republic	14 Apr	1/8 Page	\$ 1,640.34	\$ 1,640.34	\$ 3,280.68	April 3, 2013	Moses Anshell
Arizona Republic	5 May	1/8 Page	\$ 1,640.34	\$ 1,640.34	\$ 3,280.68	April 24, 2013	Moses Anshell
Arizona Republic - INSERT	21 Sep	1/4 Page	\$ 607.60	\$ 607.60	\$ 1,215.20	August 7, 2012	Moses Anshell
Arizona Republic - INSERT	24 Mar	1/4 Page	\$ 607.60	\$ 607.60	\$ 1,215.20	February 10, 2013	Moses Anshell
Arizona Showcase	4-Oct		\$ 1,250.00	\$ 1,250.00	\$ 2,500.00	N/A	AOT
Arizonaguide.com - Banner Quarter	11 Months Aug-Jun	Static	\$ 2,750.00	\$ 2,750.00	\$ 5,500.00	July 10, 2012	Madden Media
AZCentral.com - Behaviorally Targeted	8 Months Nov-Jun	50,000 impressions per month - 728x90, 300x250, 160x600	\$ 3,512.00	\$ 3,512.00	\$ 7,024.00	October 19, 2012	Centro
Backpacker Magazine	March/April	1/3 Page	\$ 1,449.45	\$ 1,449.45	\$ 2,898.90	January 10, 2013	Moses Anshell
LA Times - INSERT	March 24, 2013	Half Page	\$ 1,215.18	\$ 1,215.18	\$ 2,430.36	February 14, 2013	Moses Anshell
LAMag.com - Skippin Town	8 Months Nov-Jun	5,000 impressions per month - Half Over 300x250	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	October 19, 2012	LA Magazine
Phoenix Magazine	March	1/2 Spread	\$ 3,647.15	\$ 3,647.15	\$ 7,294.30	January 25, 2013	Moses Anshell
Post Media	6 Months Oct-Mar	150,000 impressions per month - 728x90, 300x250, 300x600	\$ 4,500.00	\$ 4,500.00	\$ 9,000.00	September 21, 2012	Post Media
Sunset Magazine	April	Half Page	\$ 5,882.50	\$ 5,882.50	\$ 11,765.00	January 11, 2013	Moses Anshell
True West Magazine	April	2/3 Page	\$ 1,044.14	\$ 1,044.14	\$ 2,088.28	March 5, 2013	Moses Anshell
			\$ 52,315.04	\$ 52,315.04	\$ 104,630.08		

www.arizonaguide.com
 1110 W. Washington, Suite 155, Phoenix, AZ 85007 | P) 602.364.3700 | F) 602.364.3701
 Janet Napolitano, Governor • Marge A. Emmertmann, Director

ARIZONA OFFICE OF TOURISM
The Marketing Cooperative
FY 2013

Purpose

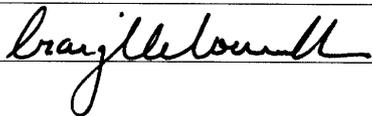
The Arizona Office of Tourism (AOT) program, the Marketing Cooperative, provides destination marketing organizations (DMOs), regional tourism partnerships, statewide tourism associations and tribal entities with a cooperative marketing program whereby communities can participate in:

- Ad placement along with AOT in selected media
- AOT marketing opportunities including:
 - Arizona Official State Visitor Guide (OSVG)
 - AOT E-Newsletters
 - Virtual collateral distribution
 - Sales and media missions and journalist familiarization tours (FAMs)

Rural DMOs, statewide tourism associations, regional partnerships and tribal entities are eligible to receive rates subsidized at fifty percent of cost.

These activities allow communities to leverage their resources in partnership with AOT. As a result, DMO's, regional partnerships, statewide tourism associations and tribal entities can work with AOT's in-state, national and international marketing efforts to sustain Arizona's tourism industry.

COUNCIL AGENDA MEMO – October 9, 2012	
DEPARTMENT:	Legal /Risk Management Division
AGENDA ITEM:	Approval of contract for workers compensation third-party administration services

Approved By:		Date:
City Attorney:	Gene Neil	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell 	10-1-12

Background

This item was tabled on September 25, 2012, for more information; subsequently, the proposals from the three most responsive vendors and rating spreadsheet for all five vendors were provided for Council’s review.

The City of Prescott contracts for Third-party Administrator (TPA) services for workers compensation claims. The current contract will expire December 31, 2012. A Request for Proposals (RFP) for these services was advertised and closed on July 13, 2012. Five vendors responded: (1) CorVel (2) Gallagher Bassett Services, Inc. (3) Pinnacle Rick Management Services (4) Tristar Risk Management (5) York (formally Avizent) – the incumbent

The TPA processes workers compensation claims in accordance with the laws, rules and regulations of the State of Arizona. The TPA’s responsibilities include: determining compensability of claims; monitoring compliance with Industrial Commission regulations; providing cost management of medical treatment, reviewing and monitoring of medical records; ensuring compliance of medical providers with Industrial Commission fee guidelines; processing required forms with the Industrial Commission; developing monthly management reports; and completing annual audits of claim files.

An evaluation committee determined that York submitted the best proposal on the basis of the cost and services. York has been the City’s TPA since January 2002, and has consistently provided satisfactory services.

Financial Impact

York proposed a flat fee of \$25,430.00 per year, the same as the City currently pays. The source of funding for this five-year contract is from the Risk Management Internal Service Fund which recovers its cost for worker’s compensation costs from fees charged each department based on employee pay and the type of work they perform. Each of the second through fifth years of the contract is subject to annual budgeting and appropriation of funding.

Recommended Action:	Move to approve a contract with York for workers compensation third party administration services in the total amount of \$127,150.00, for five (5) years, effective January 1, 2013.
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COUNCIL AGENDA MEMO – October 9, 2012
DEPARTMENT: Legal Department
AGENDA ITEM: Approval of a legal services agreement with Ryan Rapp & Underwood, PLC

Approved By:		Date:
City Attorney: Gene Neil		
Finance Director: Mark Woodfill		
City Manager: Craig McConnell <i>Craig McConnell</i>		10-2-12

Background

In 2008 the City of Prescott was served with a Notice of Claim by the Town of Chino Valley (“Chino Valley”) in the amount \$481,371.00. The claim was filed by Chino Valley to collect taxes allegedly owed for transporting water through pipelines located within the town limits. The City and Town have entered into several agreements to toll the Statute of Limitations in an attempt to reach resolution and are continuing to meet toward that objective.

Due to the complex tax issues involved in this case, the City Attorney’s Office interviewed Attorney Ian A. Macpherson of Ryan Rapp & Underwood who has expertise and experience in the specialized area of tax law. The City Attorney’s Office recommends retaining Ian A. Macpherson of Ryan Rapp & Underwood to represent the City and provide legal advice regarding the ongoing settlement discussions with Chino Valley and/or litigation defense, should negotiations not be successful.

Financial Impact

The City Attorney’s Office recommends entering into a contract for professional services in an amount not to exceed \$50,000 with Ian A. Macpherson of Ryan Rapp & Underwood. The source of funding for this Agreement is the Water Enterprise Fund.

<p>Recommended Action: MOVE to approve a legal services agreement with Ryan Rapp & Underwood, PLC, in an amount not to exceed \$50,000.00.</p>

COUNCIL AGENDA MEMO – October 9, 2012

DEPARTMENT: Legal

AGENDA ITEM: Approval of a legal services agreement with Mariscal, Weeks, McIntyre & Friedlander, P.A., re the Airport Water Reclamation Facility Aquifer Protection Permit, in an amount not to exceed \$100,000.00

Approved By:		Date:
City Attorney: Gene Neil	2013-054	
Finance Director: Mark Woodfill		
City Manager: Craig McConnell	<i>Craig McConnell</i>	9-28-12

Background

On July 20, 2012, the City received a Notice of Violation (NOV) from the Arizona Department of Environmental Quality (ADEQ) pertaining to Aquifer Protection Permit (APP) standards under which the Airport Water Reclamation Facility operates. Pass-through interference has caused treated wastewater effluent to exceed allowable limits for fluoride concentration.

In March 2012 the City contracted with Arcadis, a firm specializing in infrastructure engineering and operation, to assist in development of a Pre-treatment Program for commercial and industrial users with defined "Local Limits" for pollutants of concern. Implementation of the full Pre-treatment Program, which is required by federal and state law, is not anticipated until Spring 2013.

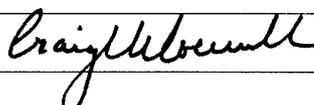
Pursuant to State of Arizona regulations, the NOV must be resolved by November 17, 2012. Time is of the essence for updating the City Code relative to usage of the City sewer system and in turn compliance with the requirements of the APP. It may be necessary for the City to enter into a consent agreement with the Arizona Department of Environmental Quality to ultimately resolve the NOV. The complexities of the circumstances and environmental regulations require expert legal assistance for this matter.

Financial Impact

A legal services agreement, not to exceed \$100,000.00, with Mariscal, Weeks, McIntyre & Friedlander, P.A., is recommended. The source of funding for the Agreement is the Wastewater Enterprise Fund.

Recommended Action: MOVE to approve a legal services agreement with Mariscal, Weeks, McIntyre & Friedlander, P.A., in an amount not to exceed \$100,000.00.

COUNCIL AGENDA MEMO – October 9, 2012	
DEPARTMENT:	Legal Department
AGENDA ITEM:	Approval of a legal services agreement with Jordan Bischoff & Hiser, PLC

Approved By:		Date:
City Attorney:	Gene Neil	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell 	10-2-12

Background

In 2011 the City of Prescott filed a Complaint for Declaratory Judgment against the Crossings residential subdivision, Property Owners, Home Owner’s Association, Title Company and Developer to address alleged title issues regarding approval of the subdivision plat.

This matter has proceeded to active litigation and the City Attorney’s Office recommends retaining specialized legal counsel to continue the defense in this matter. The City previously retained Attorney Douglas Jorden, of the firm Jordan Bischoff & Hiser, PLC, in an advisory capacity regarding this case.

Financial Impact

The City Attorney’s Office recommends entering into a contract for professional services in an amount not to exceed \$50,000, with Douglas Jorden of Jordan Bischoff & Hiser, PLC. The source of funding for this Agreement is the General Fund (Legal Department budget).

<p>Recommended Action: MOVE to approve a legal services agreement with Jordan Bischoff & Hiser, PLC, in an amount not to exceed \$50,000.00.</p>
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