

# AGENDA

**PRESCOTT CITY COUNCIL  
REGULAR VOTING MEETING  
TUESDAY, JUNE 25, 2013  
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**      Church of Jesus Christ of Latter Day Saints
- ◆ **PLEDGE OF ALLEGIANCE**      Councilman Carlow
- ◆ **ROLL CALL**

MAYOR AND CITY COUNCIL

Mayor Kuykendall	
Councilman Arnold	Councilman Kuknyo
Councilman Blair	Councilman Lamerson
Councilman Carlow	Councilman Scamardo

◆ **ANNOUNCEMENTS**

**I. CONSENT AGENDA**

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

- A. [Approval of the minutes of the Prescott City Council Workshop of June 4, 2013; and a Regular Meeting of June 11, 2013.](#)
- B. [Approval of a professional services agreement with JackRabbit Systems, in the amount of \\$10,700.00 for lodging search/availability technology on the Tourism website \(City Contract No. 2013-205\)](#)

**RECOMMENDED ACTION: MOVE to approve Consent Agenda Items I.A - I.B.**

**II. REGULAR AGENDA**

- A. Public Hearing and consideration of a liquor license application from Geoffrey Shawn Crooks, applicant for a Series 12, restaurant, license, for Coyote Joe's, located at 214 South Montezuma Street.

**RECOMMENDED ACTION: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny/make no recommendation for Liquor License Application No.12133554, for a Series 12, Restaurant, license, for Coyote Joe's located at 214 South Montezuma Street.**

- B. Public Hearing and consideration of a liquor license application from Jason Barclay Morris, applicant, for a Series 09, Liquor Store, license, for CVS/pharmacy #10147 located at 901 Willow Lake Road.

**RECOMMENDED ACTION: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny/make no recommendation for Liquor License Application No.09130041, a Series 09, Liquor Store, license, for CVS/pharmacy located at 901 Willow Lake Road.**

- C. Purchase of custodial supplies from WAXIE Sanitary Supply using Maricopa County Contract No. 11023 through the Strategic Alliance for Volume Expenditures (SAVE) Cooperative, in an amount not to exceed \$36,000 annually.

**RECOMMENDED ACTION: MOVE to approve the purchase of custodial supplies from WAXIE Sanitary Supply using Maricopa County Contract No. 11023 through the Strategic Alliance for Volume Expenditures (SAVE) Cooperative, in an amount not to exceed \$36,000 annually.**

- D. Approval of payment to Prescott Creeks in the amount of \$12,500.00 for management and restoration work in the Watson Woods Riparian Preserve.

**RECOMMENDED ACTION: MOVE to approve payment to Prescott Creeks for management and restoration work in the Watson Woods Riparian Preserve in the amount of \$12,500.00.**

- E. Adoption of Resolution No. 4178-1340 setting certain rates and fees at Ernest A. Love Field for Fiscal Year 2014.

**RECOMMENDED ACTION:** (1) MOVE to adopt Resolution No. 4178-1340; and (2) MOVE to provide aircraft storage hangar presently occupied by the Civil Air Patrol at a nominal rate of \$1 per year, for the two- year period through June 30, 2015.

- F. Adoption of Resolution No. 4180-1342 approving Joint Project Agreement (JPA) No. 13-120 with the Arizona Department of Transportation for Airport Surface Treatment Program on Taxiways C, E, F and B5 (City Contract No. 2013-219).

**RECOMMENDED ACTION:** MOVE to adopt Resolution No. 4180-1342.

- G. Adoption of Resolution No. 4187-1349 Approving an Intergovernmental Agreement for the Creation and Participation in the Yavapai County Child Abduction Response Team (City Contract No. 2013-215).

**RECOMMENDED ACTION:** MOVE to adopt Resolution No. 4187-1349.

- H. Adoption of Resolution No. 4176-1338 approving renewal of an annual Intergovernmental Agreement with Yavapai County Emergency Services for unified emergency management (City Contract No. 2011-464-A2).

**RECOMMENDED ACTION:** MOVE adopt Resolution No. 4176-1338.

- I. Adoption of Resolution Nos. 4184-1346, 4181-1343, 4182-1344, and 4183-1345, approving four intergovernmental agreements with the State of Arizona, through its Department of Transportation, for four Safe Routes to School Infrastructure Projects near various Prescott public schools (City Contract Nos. 2013-210, 2013-211, 2013-212, and 2013-213).

**RECOMMENDED ACTION:** MOVE to adopt (1) Resolution No. 4184-1346; (2) Resolution No. 4181-1343; (3) Resolution No. 4182-1344; and (4) Resolution No. 4183-1345 (City Contract Nos. 2013-210, 2013-211, 2013-212, and 2013-213).

- J. Award of bid and contract for the White Spar Waterline Relocation Project to Watkins/Mendoza Companies, LLC, in the amount of \$629,045.50 (City Contract No. 2013-216)

**RECOMMENDED ACTION:** MOVE to award the bid and contract for the White Spar Waterline Relocation Project to Watkins/Mendoza Companies, LLC, in the amount of \$629,045.50.

- K. Award of bid and contract for the FY 2014 Chip Seal Project - Various City Streets to VSS International, Inc., in the amount of \$1,240,000.00 (City Contract No. 2013-217).

**RECOMMENDED ACTION:** *MOVE to award the bid and contract for the FY 2014 Chip Seal Project - Various City Streets to VSS International, Inc., in the amount of \$1,240,000.00.*

- L. Adoption of Ordinance No. 4859-1316, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, GRANTING A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY WITHIN CITY OWNED PROPERTY.

**RECOMMENDED ACTION:** *MOVE to adopt Ordinance No. 4859-1316.*

- M. Approval of Annual Contract for Legal Advertisement (City Contract No. 2013-218).

**RECOMMENDED ACTION:** *MOVE to award the bid for legal advertisement of public notices for Fiscal Year 2014 to Prescott Newspapers (Daily Courier) at the rate of \$11.16/column inch for straight copy and \$9.30/column inch for camera-ready copy.*

- N. Approval of Support and Licensing Agreement with Tyler Technologies in the amount of \$101,295.00 for the MUNIS financial system (City Contract No. 2013-214).

**RECOMMENDED ACTION:** *MOVE to approve the annual Support and Licensing Agreement with Tyler Technologies in the amount of \$101,295.00 and authorize City staff to execute all necessary related documents.*

- O. Public Hearing FY 2014 Budget, Expenditure Limitation, Tax Levy, and Truth in Taxation Notice; and adoption of Resolution No. 4179-1341 Adopting Final FY 2014 Budget, Expenditure Limitation, City Job Roster, and Identification of Unfunded Capital Projects. (Adoption of Resolution No. 4179-1341 will take place in a Special Meeting immediately following this Regular Meeting).

**RECOMMENDED ACTION:** *(1) MOVE to close the Public Hearing; and (2) MOVE to raise primary property tax over last year's level by \$410,148 as set forth in the truth in taxation notice by a roll call vote.*

- P. Legislation

**RECOMMENDED ACTION:** *Council can discuss and provide direction. No formal action will be taken.*

### III. ADJOURNMENT

## SPECIAL MEETING

- A. Call to Order
- B. Adoption of Resolution No. 4139-1341 – A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, FINALLY DETERMINING AND ADOPTING ESTIMATES OF PROPOSED EXPENDITURES FOR THE FISCAL YEAR 2014, DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR, ESTABLISHING THE EXPENDITURE LIMITATION, AND APPROVING AND UPDATING THE JOB ROSTER FOR THE CITY OF PRESCOTT, AND SETTING FORTH ITS DETERMINATION AS TO UNFUNDED CAPITAL AND OTHER UNFUNDED BUDGETARY REQUESTS.

**RECOMMENDED ACTION: MOVE to adopt Resolution No. 4179-1341.**

- C. Adjournment

### EXECUTIVE SESSION

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (ii) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (iii) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (iv) Discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid litigation (A.R.S. §38-431.03(A)(4));
- (v) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5));
- (vi) Discussion, consultation or consideration for negotiations by the city or its designated representatives with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6));
- (vii) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(A)(7)).

### Confidentiality

Arizona statute precludes any person receiving executive session information from disclosing that information except as allowed by law. A.R.S. §38-431.03(F). Each violation of this statute is subject to a civil penalty not to exceed \$500, plus court costs and attorneys' fees. This penalty is assessed against the person who violates this statute or who knowingly aids, agrees to aid or attempts to aid another person in violating this article. The city is precluded from expending any public monies to employ or retain legal counsel to provide legal services or representation to the public body or any of its officers in any legal action commenced for violation of the statute unless City Council takes a legal action at a properly noticed open meeting to approve of such expenditures prior to incurring any such obligation or indebtedness. A.R.S. §38-431.07(A)(B).

### 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.



**CONSENT AGENDA**

I.A. Approval of minutes:

- Workshop of June 4, 2013
- Regular Meeting of June 11, 2013

PRESCOTT CITY COUNCIL  
WORKSHOP  
TUESDAY, JUNE 4, 2013  
PRESCOTT, ARIZONA

MINUTES OF THE WORKSHOP OF THE PRESCOTT CITY COUNCIL HELD ON JUNE 4, 2013, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 3:00 P.M.

Councilman Kuknyo reported that our Sister City in Zeitz, Germany is experiencing extremely high water levels in the river and 3,000 people have been evacuated. He asked that they be included in the invocation.

◆ **INVOCATION** by Reverend Kimball Arnold

◆ **PLEDGE OF ALLEGIANCE** by Councilman Blair

◆ **ROLL CALL**

Present:

Mayor Kuykendall  
Councilman Arnold  
Councilman Carlow  
Councilman Kuknyo  
Councilman Scamardo

Absent and Excused:

Councilman Blair  
Councilman Lamerson

**I. PROCLAMATIONS**

A. "Scottish-American Military Society Day" June 4, 2013

Councilman Arnold read the proclamation and presented it to the Scottish-American Military Society, Arizona Highlanders, who, among other things, support veterans in our community.

B. "Sharlot Hall Museum Day" June 11, 2013

Councilman Carlow read the proclamation and presented it to representatives of Sharlot Hall, which opened in 1928.

C. “National Day of the Cowboy”

Councilman Scamardo read the proclamation and presented it to Neil Thomas, a representative from the Prescott Regulators and their Shady Ladies.

D. “AZ Pioneer Home” June 4, 2013

Councilman Kuknyo read the proclamation and presented it to several residents of the Pioneer Home. On July 5<sup>th</sup> there will be a ceremonial flag raising at the facility.

## II. PRESENTATIONS

Any individual or group wishing to make a presentation must submit a request form available from the City Clerk. In accordance with procedural rules of the Council, placement of a presentation on a meeting agenda requires the approval of the Mayor or two Councilmembers.

A. Prescott Chamber of Commerce - Introduction of New Businesses

Erin Cornwell, Membership Director, noted that Territorial Days and the Business Expo are coming to town next weekend, Saturday June 8<sup>th</sup> and Sunday June 9<sup>th</sup>. The 32<sup>nd</sup> Blue Grass Festival will take place June 22<sup>nd</sup> and 23<sup>rd</sup>.

She announced the new Chamber members for April:

Vilma Graller, CNN Mortgage, Tropical Island Tanning Etc., Innate Wellness and Medical Center, American Family Insurance, Pinnacle Capital Mortgage, and Arizona Office Technologies.

B. Prescott Kennel Club donation K-9 Recovery System

Fire Chief Fraijo introduced Ginger Bias representing the Prescott Kennel Club, who introduced several officers of the club. The Club was formed in 1966 and their purpose is to promote purebred dogs, as well as being concerned with all of the animals in the community. The Club has a history of giving back to the community through their donation program. In their continuing support of the community, they are here today to present the Fire Department with animal recovery oxygen kits for seven of their stations.

C. Elks Opera House Foundation Update by Elisabeth Ruffner

Elisabeth Ruffner gave an update of the Elks Opera House Foundation and introduced Chris Hoy, who authored the book “The Elk in the Attic”. Ms. Ruffner also gave an update on the Elks Opera House Guild, which is supported by the Elks Opera House Foundation. Ms. Ruffner announced that on July 25, 2013 “The Elk in the Attic” will be performed and will run through the 28<sup>th</sup>.

D. Robert Jacobson – Drone Aircraft Background

This item was pulled from the agenda at the request of the presenter.

E. Steve Walker – Update on Granite Dells Resort Properties

Mr. Walker was unable to make his presentation at this time.

F. Gina Kritchevsky – Community Service Economic Impact (AARP Tax-Aide Foundation)

Ms. Krichevsky, local coordinator, provided background information of the AARP Tax Aide program. In Prescott they prepared over 5600 state returns and 5300 federal returns. We prepare tax returns for those individuals who cannot afford to pay someone else to prepare their paperwork, she reported.

### III. OTHER CITY PRESENTATIONS AND DISCUSSION ITEMS

A. Cat Moody - 2013 Prescott Trails Map

Cat Moody, GIS Coordinator, presented this year's Trails and Outdoor Recreation Map, pointing out the differences between this year and last year and reporting that 30,000 copies were printed. The printing of the map is completely paid for by sponsors. Ms. Moody said the Over the Hill Gang provided most of the support building the trails along with Chris Hosking, Trails/Natural Parklands Coordinator. Mr. Hosking said there are over 48 miles of trails in the City and the Circle Trail will be included in the map next year.

Robert Coombs, Chamber of Commerce Visitor Center Manager, said the Chamber sells many maps. About 100 visitors a day, who come into the Chamber, come to Prescott for recreation. He thanked Council for providing the map.

B. Chief Monahan - PANT-TIP-MATFORCE Programs

Chief Monahan described two nonprofit programs and a multi-agency partner that Prescott has:

1. PANT (Partners against Narcotic Trafficking) – a multi-agency taskforce charged with drug enforcement in Yavapai County. This program began in 1988 and is funded through Racketeer Influenced Corrupt Organizations (RICO) with a budget close to \$500,000.00. He and Deputy Chief Reinhardt attend the monthly meetings. He reported the successes of the program.
2. TIP (Trauma Intervention Program) – provides immediate emotional and practical support to individuals and families experiencing a crisis. They believe that no one should be alone in time of need. This is accomplished through

trained volunteers. It was founded in the year 2000 and is a nonprofit. They can be contacted at [www.tipofaz.org](http://www.tipofaz.org)

3. MATFORCE (Meth Amphetamine Advisory Task Force) – the mission is “With integrity and determination, we the citizens of Yavapai County are committed to working in partnership to build healthier communities by striving to eliminated substance abuse and its affect”. This is accomplished through strategic activities. The program began in 2005 and is funded through grants and donations. They provide drug recognition with school staff, and working with the Police Department, they collect prescription drugs allowing for a safe disposal of prescription drugs and getting them off the streets.

#### IV. REPORTS

##### A. Board/Commission Liaison Reports

###### Councilman Scamardo

- Unified Development Code Committee – commented on the drainage issue and said the Engineering Department has done a good job.
- Planning and Zoning – there is a major annexation that they started by the airport on the James property. In a previous meeting they approved changes to The Master Plan.
- General Plan – still waiting for comments from Department Heads before it is moved to the public meetings.

###### Councilman Arnold

- The next Caucus on June 18th will discuss downtown issues.
- Unified Development Code Committee – they are reviewing the Drainage Criteria Manual.

###### Councilman Kuknyo

- Prescott downtown Partnership – flower baskets are up. They are gearing up for the Sesquicentennial celebration.
- Parks and Recreation – the Goldwater Lakes expansion is under way. It will be a great improvement.
- Central Yavapai Metropolitan Transportation Organization – Arizona Department of Transportation staff is not recommending the SR 89 project be placed in the five-year plan, but there is a June 12<sup>th</sup> meeting of the Board that will make the final decision. The Chino Valley roundabout to Deep Well Ranch is going out for bid in late June. ADOT said to go ahead with the Intergovernmental Agreement.

- Looks like we will find money for Highway 69.

Councilman Carlow

- Community Development Block Grant – Department of Housing and Urban Development received the allocation plan and approved \$224,000. The Regional Director will be visiting near the end of the month.
- No update on Fire Board of Appeals or the Hospital Board.
- Northern Arizona Council of Governments – Working with Transportation Vouchers for job related needs only.
  - Arizona Association for Economic Development – recognized an award for NACOG for Economic Excellence
  - Started a summer youth program
  - Sector strategies still going on
  - Looking at renewable energy
  - In process of creating a Business Plan for Bio Mass

B. Legislative Update

Alison Zelms gave a brief legislative report.

**V. ADJOURNMENT**

There being no further business to be discussed, the Prescott City Council Workshop of June 4, 2013, adjourned at 4:17 P.M.

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MARLIN D. KUYKENDALL, Mayor

ATTEST:

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LYNN MULHALL, City Clerk

PRESCOTT CITY COUNCIL  
REGULAR VOTING MEETING  
TUESDAY, JUNE 11, 2013  
PRESCOTT, ARIZONA

MINUTES OF THE REGULAR VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON JUNE 11, 2013, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 3:00 P.M.

◆ **INTRODUCTIONS**

◆ **INVOCATION** by Reverend Julia, Each One Reach One Ministries

◆ **PLEDGE OF ALLEGIANCE** by Councilman Blair

◆ **ROLL CALL:**

Present:

Absent:

Mayor Kuykendall  
Councilman Arnold  
Councilman Blair  
Councilman Carlow  
Councilman Kuknyo  
Councilman Lamerson  
Councilman Scamardo

None

◆ **ANNOUNCEMENTS**

There were no announcements.

**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.**

- A. Approval of the minutes of the Prescott City Council Workshop of May 21, 2013; Special Meeting of May 28, 2013; and a Regular Meeting of May 28, 2013.

- B. Approval of Contract with Party Professionals in the amount of \$18,796.50 for various rides and activities for the 4<sup>th</sup> of July Celebration (City of Prescott No. 2013-198).
- C. Approval of Contract with Expectation Sports, LLC, DBA Rock it Up, in the amount of \$13,280.00 for various rides and activities for the 4<sup>th</sup> of July Celebration (City of Prescott No. 2013-199).

**COUNCILMAN ARNOLD MOVED TO APPROVE CONSENT AGENDA ITEM I.A. – I.C.; SECONDED BY COUNCILMAN LAMERSON; PASSED UNANIMOUSLY.**

## **II. REGULAR AGENDA**

- A. Public Hearing and consideration of a liquor license application from Ann Louise Woodruff, owner and applicant for Biga for a Series 12 Restaurant license, located at 623 Miller Valley Road.

The Public Hearing opened at 3:05 P.M.

City Clerk Mulhall introduced the item and noted the application was received and posted for the required twenty days and no protests were received. The application was routed through Community Development and the Police Department and no concerns were raised. The applicant has paid the \$354 application fee and \$662 for the Series 12 license and is available for questions.

Ms. Woodruff addressed Council and described her new neighborhood type restaurant that she is hoping to open before the rodeo.

There being no public comments, the Public Hearing closed at 3:08 P.M.

**COUNCILMAN LAMERSON MOVED TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.**

**COUNCILMAN LAMERSON MOVED TO APPROVE THE LIQUOR LICENSE APPLICATION NO.12133550, FOR A SERIES 12, RESTAURANT, LICENSE, FOR BIGA LOCATED AT 623 MILLER VALLEY ROAD; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.**

- B. Public Hearing for request to annex portions of APNs 102-05-032C, 102-05-324L, 102-04-010A, and 102-04-010B (ANX13-001; Owner: James Deep Well Ranches #1).

The Public Hearing opened at 3:10 P.M.

George Worley, Community Development Planning Manager, presented. Mr. Worley said future action will come to Council after petitions are signed. A rezoning will then

follow, with a separate public hearing. In 2008 the City began the process of dealing with properties west of Highway 89 through a procedural pre-annexation agreement with the property owners. A General Plan amendment was also processed by the City that established land uses for that area. The City is the applicant for the annexation.

Mr. Worley reviewed the Airport Impact Zones and Noise Contours in the West Airport area. The vast majority of the property is bound on three sides by heavy traffic, which is not conducive to residential type uses. The areas of concern are zones one through five. Zone six allows for most other uses, including residential development.

City staff recommends three different uses for the area:

- Business regional - general commercial, with heavier uses like auto dealerships and shopping centers
- Industrial light - would allow most commercial uses as well as business park type uses, conference centers, but no residential
- Multi-family - would be allowed on one narrow strip of property adjacent to a future realignment of Willow Creek Road.

Sarah Murley, the consultant with Applied Economics, who did the cost benefit analysis for the annexation, addressed Council and reported on the cost analysis for the project. She said they applied the same analysis to the 247 acres as they would have to a larger parcel so she could understand the impacts on the budget. In order to look at impacts, they made assumptions about land use. They understand some of the land uses may change due to the extended time line. There is an existing plan for a youth sports complex on that site. They are looking at the development of the complex occurring between 2020-2025, and the dorms would come on line between 2022-2025. Because of that, it makes sense to add a hotel on approximately 15 acres, which may develop in 2024. The development on the industrial/retail may be around 2027 to extend to 2037 or longer. All development can be impacted by economic conditions and cycles. She noted that the development could generate 1600 jobs. In terms of capital improvements, which will be needed but not the responsibility of the City, she anticipates new street lane miles. That would create a maintenance program for those streets.

The summary of annual net impacts by fund, over a 25 year period, comes to a cumulative impact of all funds (General Fund, Water Fund, Wastewater Fund, Streets Fund, and Transient Occupancy Fund) of \$20.4 million. Additional Highway User Revenue Funds (HURF) funds are not being given to the area since they are based on population. She said overall, it would not be a huge net gain. It will create employment, protect the area from encroachment by residential uses, provide new facilities for sports tournaments and special events and provide marketable industrial sites to support economic development.

Councilman Lamerson acknowledged the difference between developing commercial and industrial property uses over residential uses and the liability involved. He asked if the properties seeking to be annexed have water associated with them.

Mr. McConnell, City Manager, referenced the staff memo which states the procedural pre-annexation agreement included a water settlement agreement which identified water available to Deep Well Ranch. He noted that Deep Well Ranch was not required to use the water within City limits. The pre-annexation agreement stated that it would be to the mutual benefit that the water be used on lands which are annexed into the City. The City has done utilities master planning and would know what the utilities would look like and the City would benefit from the wastewater generated to pledge to assured water supply, after it is recharged. There is not water tied to this property, but there is an agreement which contemplates the use of a specific quantity of water within the west airport annexation area.

Tom Slayback, Prescott resident, said he is in favor of the annexation, but is disturbed with the process behind it. He was Chair of the Proposition 400 Committee. He believes large annexations should be held at separate meetings. He would assume that most people do not even know it is happening today. Under the initiative, he would have hoped that written material would have been available.

Mayor Kuykendall told him the Chamber was full for the pre-annexation meeting at the last meeting. Councilman Scamardo reported that there were numerous meetings open to the public at the Planning and Zoning Commission level.

Mike Willinger, Prescott resident and representative of Antelope Hills Home Owners Association, said they do not feel the annexation is an issue at all. Their only issue is the level of the industrial zoning. He said there are some things that can be worked out with the long term residents and new residents. He said industrial development is necessary and should be controlled and managed.

Mayor Kuykendall asked about deed restrictions. Mr. Worley said that is the property owners right to establish deed restrictions as part of the subdivision development. The City has to be careful to initiate such things because you cannot modify your zoning allowed uses for areas through a public reasoning process. He pointed out that we have very little heavy industrial zoning and little likelihood that the property will be used for that.

Chuck Queen, Prescott resident, spoke in favor of the annexation. Industrial is the correct use for the land. His only issue is transitional versus light industrial. The transitional was created to allow transition from residential to industrial. This will be the front porch to the airport and the first or last thing tourists see, depending if they are coming or going. The only way the City can control the area is to annex it and zone it as transitional.

There being no further public comments, the Public Hearing closed at 3:51 P.M.

**COUNCILMAN ARNOLD MOVED TO CLOSE THE PUBLIC HEARING FOR ANNEXATION REQUEST NO. ANX13-001; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.**

- C. Adoption of Ordinance No. 4858-1315, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF PRESCOTT BY ANNEXING 0.38 ACRES OF RESIDENTIAL (R1L-10) ZONED LAND LYING AT 613 WEST MARICOPA DRIVE INTO THE CITY OF PRESCOTT AND ASSIGNING A ZONING CLASSIFICATION THERETO (Annexation of APN 107-14-057A) (ANX12-001; Owners: Todd L. Metcalf and Dawn L. Nabors).

George Worley, Community Development Planning Manager presented. The property owners have requested annexation into the City because their property is in both the City and the County.

Dawn L. Nabors, property owner, addressed Council. Ms. Nabors reported they have City water and are on a septic tank. Councilman Blair asked if they had to be hooked up to City water and sewer. Mr. Worley said that because of the distance to the existing sewer system within the area they have access to; they would not be required to connect at this time. Councilman Lamerson said the prohibition of cost provides the property owner some relief from not having to tie into the sewer line. Councilman Arnold clarified the situation.

**COUNCILMAN LAMERSON MOVED TO ADOPT ORDINANCE NO. 4858-1315; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.**

- D. Approve purchase of four (4) HVAC units from Trane U.S., Inc., dba Trane, with fully integrated Trane Tracker building automation controls for the Prescott Police Station in the amount of \$22,608.99.

Stephanie Miller, Field and Facilities Director, presented. There are currently 11 heating, ventilation and air-conditioning (HVAC) units on top of the police station. Seven units have been replaced in the past few years. The remaining 4 units are greater than 22 years old. There has been an increase in maintenance costs due to the age of the units. The 4 units at the Police Department meet the requirements for replacement. She is requesting a sole source procurement to keep consistency with the current units.

**COUNCILMAN SCAMARDO MOVED TO APPROVE THE PURCHASE OF FOUR (4) HVAC UNITS FROM TRANE U.S., INC., DBA TRANE, WITH FULLY INTEGRATED TRANE TRACKER BUILDING AUTOMATION CONTROLS FOR THE PRESCOTT POLICE STATION IN THE AMOUNT OF \$22,608.99; SECONDED BY COUNCILMAN CARLOW; PASSED UNANIMOUSLY.**

E. Discussion of Airport rates and fees proposed for Fiscal Year 2014.

Jeff Tripp, Airport Manager, presented. Today is a discussion of rates with possible consideration at the June 25, 2013 meeting. During the past four years the Council made the decision not to raise any fees due to the economic downturn. In the meantime operating costs, notably the electrical costs, at the airport have increased.

He supplied two schedules that describe the fees and noted that staff is proposing a 5 percent increase in rates and fees for the hangers and tie-downs. The increase has been posted for the required sixty days. They have received comments from the users. The effective date will be August 2, 2013. This will generate approximately \$30,000.00 of additional revenue for the airport operating budget. He noted that the biggest change would be to the non-aviation storage units which are renting at \$ .15 per square foot. The community charges \$.52 per square foot for similarly sized storage units. Staff recommends \$.27 per square foot, the same rate charged for hangers.

The increase for those units equates to \$19,000.00, a total of \$49,000.00 in additional revenue. He noted that the fees had not been raised in the past four years due to the economic downturn.

Councilman Blair asked if the increase adjusts for the past four years and if it covers all their costs. Mr. Tripp said yes. There is sufficient money to cover the airport costs. The goal is to keep the airport totally self sufficient.

Councilman Arnold asked about the transient aircraft overnight parking fees on Schedule A. He noted that some of the fees were reduced by more than 50 percent. Mr. Tripp used the 4 fire bombers as an example and said they were being charged the same as light aircraft and felt it should be changed. Mr. Tripp noted that transient rentals are not a major revenue source.

Don Dillahunty, local Civil Air Patrol squadron, explained their mission. He said that over the years, they supported the community with emergency response, ground and aviation assets, and youth development promotion of air, cyber and space power through voluntary contributions of private citizens. They also provide aerospace education and training.

They are a tax exempt agency which can be allocated meeting and hangar space at reduced rental rates without being in violation of the law. They do not have a fixed income. He asked Council to waiving their increase.

Councilman Kuknyo said he supports waiving the fee for the Civil Air Patrol. He reminded the audience that many of the members have their own hangers and are paying rent. He supports the request.

Mr. McConnell said this will come back on the June 25th, which will include two motions for the imposition of airport rates and fees and will include a motion which would continue the rates they pay for the service they provide.

Steve Silvernale, Prescott resident, asked why the City is subsidizing the storage rates. Mr. Tripp said the City is trying to get the storage rate up to the hangar rate. We need to raise our rates so it is standard with other communities.

Jim Hinesman, Prescott resident with an airplane in a hanger, asked Council to consider the average increase in revenue their customers' received over the past five years. He said it was 0 – 3 percent and if the City continues to raise prices by 5 percent, they would be taxing their customers at a higher rate than what they earn.

Mayor Kuykendall asked if this is a onetime catch up fee. Mr. Tripp said if we had raised rates 2 percent every year we would be at 10 percent increase. We are trying to keep costs down and meet our expenses.

Councilman Arnold said there is no additional backup material to justify the 5 percent increase. Background information should be included in the packet.

Councilman Blair questioned if staff is looking further into the future. If fees have to go up next year we need to take care of it. Business retention at the airport is very important.

Councilman Lamerson said he thought the hangars had to be used for aeronautical purposes. He asked why there was a fee for non-aeronautical items. Mr. Tripp said they are looking toward setting aside some vacant airport land for outdoor storage. He said it was not a fee to allow people to store things in the hangars.

No Council action was taken. This item will be scheduled for the Regular Meeting of June 25, 2013 for action.

F. Approval of purchase and installation of OnBase digital evidence management software from SHI Direct in the total amount of \$33,183.01 using State contract pricing.

Laura Wilson, Police Department, Property and Evidence/Crime Scene Technician presented. She stated that digital evidence is currently stored on a CD, DVD or a server which is only available to the Prescott police officers. This software program meets the Department of Justice requirements and will expand what they are already using. She noted that it is important for backup and recovery and is a budgeted project. Mr. McConnell, City Manager, said the purchase will take place in July 2013.

Steve Silvernale, Prescott resident, asked how many terabytes are being stored. Mr. Woodfill said about 40 terabytes.

**COUNCILMAN LAMERSON MOVED TO APPROVE THE PURCHASE OF ONBASE DIGITAL EVIDENCE MANAGEMENT SOFTWARE FROM SHI DIRECT IN THE TOTAL AMOUNT OF \$33,183.01 USING STATE CONTRACT PRICING; SECONDED BY COUNCILMAN CARLOW; PASSED UNANIMOUSLY.**

- G. Approval of Animal Sheltering Service Agreement with the Yavapai Humane Society in the annual amount of \$77,700.00 (City Contract No. 2013-194).

Police Chief Monahan presented. He noted that Mr. Boks, Executive Director, Yavapai Humane Society, had to leave the meeting due to an emergency. This is a request to approve our next three year contract with the Humane Society to run shelter operations for the City of Prescott. There is an increase of \$18,000.00 per year over the current fee. It is a figure that is true to the actual cost of the operation.

Councilman Blair said at one time the City had four fulltime employees at a cost of \$120,000.00 per year to take care of the animals. He noted that \$77,000 is a good price and a good service to the community. Chief Monahan noted that the City currently has three staff members who deal with animals in the field. He also noted that Mr. Boks provided the Police Department with two micro-chip readers that would allow his staff in the field to identify the owners of the animals they pick up and take them directly home.

**COUNCILMAN BLAIR MOVED TO APPROVE THE ANIMAL SHELTERING SERVICE AGREEMENT WITH THE YAVAPAI HUMANE SOCIETY (CITY CONTRACT NO. 2013-194); SECONDED BY COUNCILMAN KUKNYO; PASSED UNANIMOUSLY.**

- H. Adoption of Resolution No. 4177-1339 approving transfers of certain Fiscal Year 2013 appropriations.

Mark Woodfill, Finance Director, presented. The budget law the City falls under comes from the state and our City Charter. Any increase in overall limits needs to be done by transfers through a public process. He noted there are two appropriations to look at this year. The airport grant was not appropriated at the level it ended at. There are additional available appropriations in the Governmental Grants Fund, which is a Special Revenue Fund. The resolution is requesting to move \$1.5 million to Airport Grant Fund. It is not a movement of funds; it is an appropriation to spend. The other has to do with the reorganization we had in the Legal Department and the Self Insurance Fund. We have to move the appropriation from the Self Insurance Fund into the Legal Department.

**COUNCILMAN LAMERSON MOVED TO ADOPT RESOLUTION NO. 4177-1339; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.**

Council agreed to move J and K up on the agenda.

- J. Adoption of Resolution No. 4174-1336 approving an Intergovernmental Agreement with Yavapai County for Consolidated Court Operations (City of Prescott No. 2013-204).

Jon Paladini, City Attorney, presented. This is a straight forward IGA, consolidating the Prescott City Court with the Justice Court. This is a five year agreement, which is what the County also agreed to. Judge Markham was available to answer any questions.

Steve Silvernale, Prescott resident, said Judge Markham does a great job. He stated his complaint of not being able to handle issues right here in Prescott.

**COUNCILMAN ARNOLD MOVED TO ADOPT RESOLUTION NO. 4174-1336; SECONDED BY COUNCILMAN SCAMARDO; PASSED UNANIMOUSLY.**

- K. Legislation.

Alison Zelms, Deputy City Manager, gave a brief legislative report.

- I. Resolution No. 4175-1337 adopting the Tentative Budget for Fiscal Year 2014 and setting the Public Hearing for the Final Budget, Expenditure Limitation, Tax Levy and Truth in Taxation for the City of Prescott.

Mark Woodfill, Finance Director, presented. The tentative budget is \$173,123,611.00, which shows the reduction of the Digital Evidence Management purchase. He noted the schedules are on line. This adoption sets the maximum cap for next year's budget. This will be published in the paper for two consecutive weeks. Council will consider adoption of the Final Budget by Council at a Special Meeting on June 25th. There is a public hearing on June 25th. On July 9, 2013, Council will consider adopting the property tax levy.

Councilman Blair asked where in the budget the employee raises were included. Mr. McConnell, City Manager, said if the tentative budget is approved, it sets a maximum. There is financial capacity in the budget to enable the City to grant raises. Before that happens we need the legislature to finish and to see if we have all the projected revenue. If we do not, then we cannot expend all that we want to expend. He will come back to Council with how to accomplish this. The most prudent approach will be to come back in July or August and discuss details of a pay adjustment. Councilman Blair said he supports placing this high on the list.

Councilman Kuknyo said he and Councilman Arnold reviewed the budget, had many questions, got answers, but still have some questions. He asked why the schedule is so tight. Mr. Woodfill said we have been working on this since February and the time frame is dictated by state law. Mr. Woodfill said the budget is a cap, required by charter and state law. Managing the budget can be managed throughout the year and implementing it is an ongoing process.

Councilman Blair said there is an assumption that by passing the budget, people will think that whatever is in the budget is a done deal; that is not necessarily true.

Councilman Arnold said the budget appears to be about \$11 million more than last year. Mr. Woodfill said some capital projects were pushed into the following fiscal year, with the money being carried over from the previous year. Another big item is an \$11 million debt refunding. The City will issue new debt and retire old debt for a better interest rate and lower costs for the next 20 years. We are down .2 percent from last year.

Councilman Arnold said Council has spent numerous hours reading, reviewing and questioning the budget. He will support adoption of the tentative budget. He will continue to talk about some issues, such as a salary study and classification, and the opportunities at the golf course. He wants this Council to look at prioritization.

Councilman Scamardo feels the same way about employees, and said we have to wait to find out what happens with the sales tax.

Councilman Lamerson called attention to Schedule C. Mr. Woodfill reviewed Schedule A, which is the summary schedule of the entire budget. Councilman Lamerson pointed out the City traditionally spends less money than is adopted in the budget. Mr. Woodfill noted that the cap is a line item by functional area cap.

Councilman Blair said that he would keep beating the drum for employee raises, compression and classifications. Another of his big complaints is stop light adjustments on several streets. It is not in this budget as a line item. He hopes the Council has an opportunity to write a list, as a group, of items to be identified in the community. We need to look at master plans for Goldwater and Watson Lakes and for the rodeo grounds. He is looking forward to salary discussions. Mr. McConnell said staff would not bring a proposal for an across the board Consumer Price Index for the employees.

Councilman Carlow said he liked the Action Item List that Mr. McConnell shared last year. He did not see Northern Arizona Council of Governments (NACOG) Voucher Program in the budget. Mr. McConnell said the City did receive a letter from NACOG requesting that the City of Prescott consider a \$50,000 investment for transit concerns. The Voucher Program was funded from state lottery money, which went away. There are no monies budgeted in this budget for the voucher program.

Mayor Kuykendall summarized. The budget can be adjusted at anytime by raising or lowering capital projects. Capital projects give us a better community. He pays attention to the operating budget. If we take out the increases we were required to increase, our operating budget is the same as last year. He feels it is a good budget.

Mr. Silvernale , Prescott resident , asked if the budget can be manipulated. Mr. Woodfill said money can be transferred by the same process we did earlier in the meeting. Mr. Silvernale addressed the NACOG letter. He authorized the letter to the City of Prescott. He is the Chairman of the local Workforce Investment Board, which is appointed by the

county and was not advisory to NACOG. He said they are responsible for creating jobs and assimilating people into the workforce. The \$50,000 would be used to transport people to work.

Mr. McConnell said the letter was an encouragement that the City considers contributing General Funds to the Voucher Transportation Program. He called NACOG that day to find out what the Local Workforce Investment Board was and whether it was advisory to NACOG. NACOG said it was.

Mayor Kuykendall said he saw the letter and the first question is where the match was. He said that whenever NACOG made a request for funds, they also provided a match. Any two members of the Council can put this on the agenda and there would be a vote if \$50,000 should be spent.

Mr. Silvernale said he appreciates that the item can be placed on the agenda. He finds it incredible that he has to have a match. Mayor Kuykendall said this is the public's money and the Council will discuss and make the decision. The Mayor said we will go through the process to put this on the agenda so it can be discussed in public.

**COUNCILMAN ARNOLD MOVED TO ADOPT RESOLUTION NO. 4157-1337;  
SECONDED BY COUNCILMAN KUKNYO; PASSED UNANIMOUSLY.**

### III. ADJOURNMENT

There being no further business to be discussed, the Regular Voting Meeting of June 11, 2013, adjourned 6:07 P.M.

ATTEST:

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

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

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Voting Meeting of the City Council of the City of Prescott, Arizona held on the 11th day of June, 2013. I further certify the meeting was duly called and held and that a quorum was present.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

AFFIX  
CITY SEAL

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LYNN MULHALL, City Clerk

**COUNCIL AGENDA MEMO – June 25, 2013**  
 PROCUREMENT ITEM FOR CONSENT AGENDA (\$10,000 - \$20,000)

**DEPARTMENT:** Tourism

**AGENDA ITEM CAPTION:** Approval of a professional services agreement with JackRabbit Systems, in the amount of \$10,700.00 for lodging search/availability technology on the Tourism website (City Contract No. 2013-205)

**Approved By:**

**Date:**

<b>Department Director:</b> Don Prince	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	6-17-13

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

<b>Description of Item(s)</b> Check if Prof. Services X	"Book Direct" lodging search/availability engine technology that generates qualified referrals to lodging partners on the City Tourism website. A qualified referral is the direct visitor traffic that is generated from the Tourism website to the hotel once the prospective visitor has checked rates and availability on the Tourism site using the technology from JackRabbit Systems. Once the visitor has completed their pricing and hotel research on the Tourism site and is ready to book, they are referred directly to the hotel's website to make the reservation. All lodging properties within the City limits may be listed on the tourism website at no cost to the property.
<b>Quantity</b>	One year contract. Services will be provided July 1, 2013, through June 30, 2014.
<b>Necessity/Use</b>	This technology and the resulting booking capabilities will enhance the visitor experience by allowing prospective visitors to search listings, price and availability of lodging properties on the tourism website, and then directly link to the lodging partner site to book the reservation.

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

x	Vendor (Name and Location)	** See Note (1) below for professional services **	
		Price	Delivery/Schedule
	1. JackRabbit Systems	\$10,700.00	Fiscal Year 2014

**Budget Information** | Source: Transient Occupancy (Bed) Tax

**Additional comments.** JackRabbit Systems is the only lodging technology vendor that provides this service to destination marketing organizations and their lodging partners without charging hotels or other lodging providers a fee or commission on every reservation.

**Attachments** | 1. Product Information and Pricing Sheet

## Product Information and Pricing

The Book Direct Search Engine allows visitors to compare local rates and availability and select desired lodging. Book Direct then seamlessly transitions the traveler directly to the lodging property to complete their transaction. The Book Direct Search Engine technology allows B&Bs and smaller properties to have their own reservation page at no extra charge, which is something that is not offered by other technologies. The JackRabbit team will develop a customized Book Direct Search Engine interface to match the [www.visit-prescott.com](http://www.visit-prescott.com) website. The technology also provides data collection and reporting that will allow the Tourism Department to monitor the success of various advertising campaigns and promotional packages offered by participating lodging properties.

The agreement is for one year of service. The cost for the agreement includes a one-time set up fee of \$1,500 and an annual lease fee of \$9,200 for the technology. Finally, the contract provides a cost of \$500 if the tourism website is redesigned in the future and requires additional redesign of the Book Direct Search Engine widget to align with the new site design. The [www.visit-prescott.com](http://www.visit-prescott.com) site was just redesigned in April 2013, and further redesign is not anticipated in the near term.

Jackrabbit product information regarding Book Direct:

### KEY BENEFITS

## FOR DMO (DIRECT MARKETING ORGANIZATION) WEBSITE VISITORS

- Website visitors can conduct dynamic searches by preferred location, category, and check-in and check-out date from the Book > Direct toolbar located directly on the tourism homepage and other site profile pages.
- Date-driven Book > Direct search results provide immediate information on the lowest average rate per night, hotel amenities, location, and type of accommodations available.
- Most consumers book direct, especially from DMO websites. According to the latest American Hotel & Lodging/Smith Travel Research Study,

nearly 81% of all hotel rooms are booked through direct channels, supporting the fact that consumers highly prefer (and do) book direct.

- Allows consumers to easily utilize loyalty reward points, membership discounts, etc. based on the direct reservation and relationship with the lodgings.

## FOR DMO LODGING PARTNERS

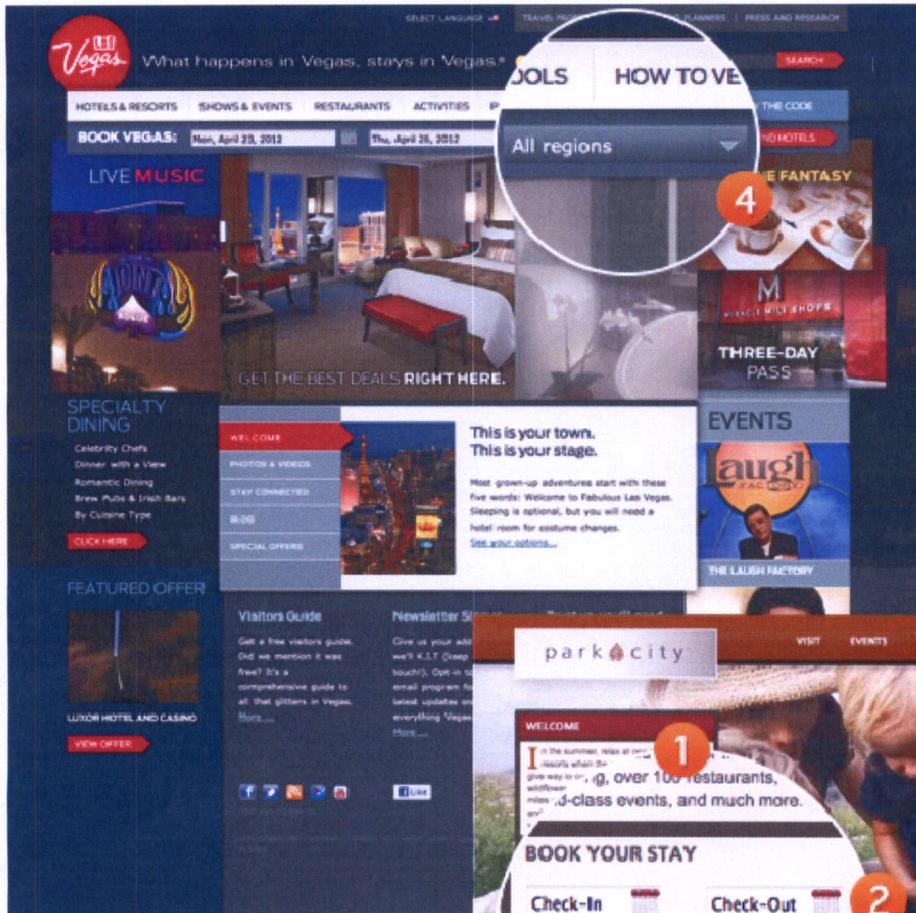
- Book > Direct allows travelers that visit the tourism website to book accommodations directly, with no additional fees or commissions, bypassing online booking fees and travel agency commissions from standard 3rd party booking engines, completely eliminating the "middleman."
- JackRabbit does not require any additional inventory management for lodgings into the Book > Direct system!
- Consumers become the lodging's direct customer, allowing the lodging to service, transact the booking and remarket to their customers for repeat stays.
- Allows lodgings better control of pricing realizing in a higher Average Daily Rate (ADR) compared to 3rd party booking engines.

## FOR DMOS

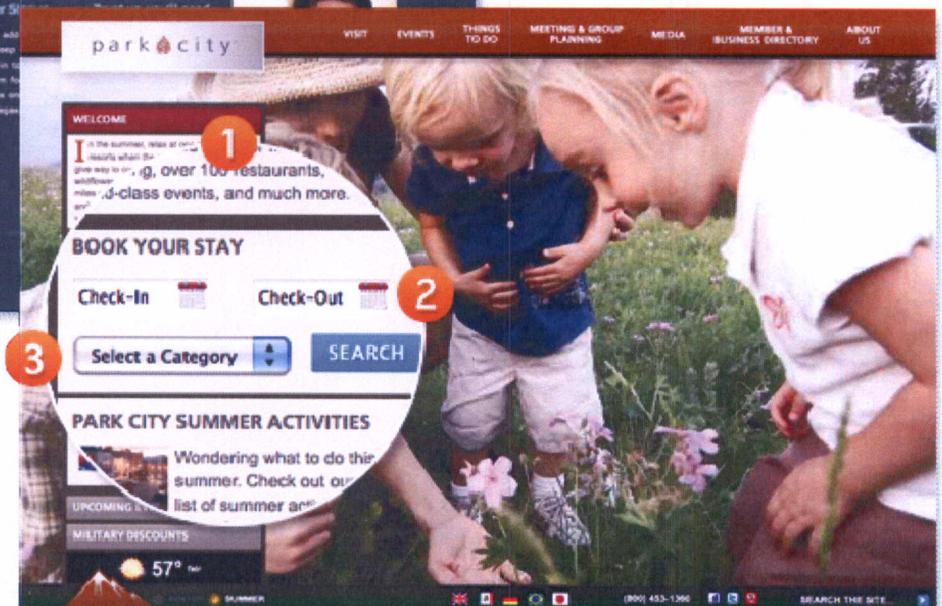
- State of the Art site visitor experience utilizing dynamic search efficiency and navigation.
- 100% participation, meaning all lodging partners participate in the Book > Direct technology and search results.
- Real-time analytics and detailed reports data.
- Keeps 100% of the lodging and sales tax within the DMO's market. Instead of bed tax being collected on 75-78% of the rate with many major online travel agencies, it is collected on 100% of the rate via the Book > Direct Search Engine driving the highest market ROI compared to any other 3rd party solution.

# DESTINATION WEBSITES

When embedded into a destination website, the white-labeled Book > Direct search form allows visitors to enter their travel dates and search for accommodations that have availability.



- 1 Interactive and customized rates and availability search form widget.
- 2 Check-In and check-out date fields so visitors can easily search using their preferred dates.
- 3 Category search option allows visitors to refine their search.
- 4 Give visitors the option to search for a particular location.



# RESULTS PAGE

Website visitors can sort the custom, date-driven search results page by name and price, filter by locations, categories and amenities, and preview property locations on a local area map. Visitors can also shop for rates for up to one year in advance, and Book > Direct is only a click away.

The screenshot shows the Aurora website's search results page. At the top, there's a navigation bar with 'PLACES TO STAY', 'PLACES TO GO', 'PLACES TO EAT', 'EVENTS CALENDAR', and 'GROUPS & MEETINGS'. Below this is a search bar with 'CHECK IN' and 'CHECK OUT' date pickers, and a 'SEARCH' button. The main content area displays search results for 'Value Place Aurora', 'Homestead Studio Suites - Aurora', and 'Hampton Inn & Suites Denver Airport/Gateway Park'. Each listing includes a photo, address, phone number, and an 'AVERAGE RATE / NIGHT' box with a 'BookDirect' button. At the bottom, there's a 'View Rates By Date' section with a calendar for April and May 2012.

- 1 Customized look and feel for seamless integration between sites.
- 2 Search again with ease by changing dates directly from the page.
- 3 Interactive sorting and filtering yields immediate results.
- 4 Property listing with image, description, amenities, rate, BookDirect button and more. Properties are randomly rotated to ensure equal exposure.
- 5 Results listing match selected date rate, category, location & amenities
- 6 Shop rates up to one year in advance with the rate and availability calendar.

# SEARCH, CLICK, BOOK > DIRECT

When visitors are ready to make a reservation, they click a "Book with Hotel" or informational button, which redirects them to the accommodation's own website where they can enter credit card and finalize their reservation.

**1** Visitors enter a check-in and check-out date.

**2** Click on BookDirect button and be redirected to accomodation website.

**3** Enter credit card and finalize reservation at hotel website.

## COUNCIL AGENDA MEMO – June 25, 2013

**DEPARTMENT:** City Clerk

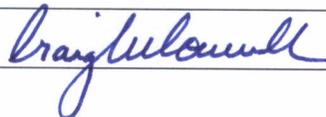
**AGENDA ITEM:** Public Hearing and consideration of a liquor license application from Geoffrey Shawn Crooks, applicant for a Series 12, restaurant, license, for Coyote Joe's, located at 214 South Montezuma Street

**Approved By:**

**Date:**

**Department Head:** Lynn Mulhall

**City Manager:** Craig McConnell



6-17-13

### Item Summary

Geoffrey Shawn Crooks has applied for a new Series 12 liquor license for Coyote Joe's, located at 214 South Montezuma Street.

### This Application

A Liquor License Application, City No. 13-221, State No.12133554, has been received from Geoffrey Shawn Crooks, applicant and new owner for Coyote Joe's, for a Series 12, Restaurant, license, located at 214 Montezuma Street. The application was properly posted for the State mandated 20 day period. No petitions or protests have been received during this period. The application has cleared Planning and Zoning and the City of Prescott Police Department. The applicant has been requested to attend the Council meeting to answer any questions Council may have.

The completed application is on file in the City Clerk's Office.

### Public Hearing and Action Procedure

The City Council's recommendation of approval, disapproval or no recommendation will be forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration. If the City Council recommendation is for approval, no hearing is required unless the Director of the Department, the State Liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If no hearing is requested, the Director may approve the license. If the City Council recommendation is for disapproval of an application, a statement of the specific reasons along with a summary of the testimony or other evidence supporting the recommendation for disapproval is required to be attached to the order of disapproval and submitted to the Director, after which a public hearing will be held.

If the City Council makes no recommendation, the Director may cancel the hearing and issue the license unless the Board or any aggrieved party protests and requests a hearing. If the reason for the protest is clearly removed or deemed satisfied by the

**AGENDA ITEM:** Public Hearing and consideration of a liquor license application from Geoffrey Shawn Crooks, applicant for a Series 12, restaurant, license, for Coyote Joe's, located at 214 South Montezuma Street

Director, the Board shall cancel the hearing and the Department may issue the license.

**Financial Impact**

The application and license fee (\$1,016) have been paid. According to state law, proceeds are required to be used for hospitality promotion (tourism development) purposes.

**Recommended Action:** (1) **MOVE** to close the Public Hearing; and (2) **MOVE** to approve/deny/make no recommendation for Liquor License Application No.12133554, for a Series 12, Restaurant, license, for Coyote Joe's located at 214 South Montezuma Street.

## COUNCIL AGENDA MEMO – June 25, 2013

<b>DEPARTMENT:</b>	City Clerk
<b>AGENDA ITEM:</b>	Public Hearing and consideration of a liquor license application from Jason Barclay Morris, applicant, for a Series 09, Liquor Store, license, for CVS/pharmacy #10147 located at 901 Willow Lake Road

<b>Approved By:</b>		<b>Date:</b>	
<b>Department Head:</b>	Lynn Mulhall		
<b>City Manager:</b>	Craig McConnell <i>Craig McConnell</i>		6-17-13

### Item Summary

Jason Barclay Morris has applied for a new Series 9 liquor license for a new CVS store to be located at 901 Willow Lake Road (SW corner of Willow Lake Road and Willow Creek Road).

### This Application

A Liquor License Application, City No. 13-222, State No.09130041, has been received from Jason Barclay Morris, applicant for CVS/pharmacy #10147, for a Series 09, Liquor Store, license, located at 901 Willow Lake Road. The application was properly posted for the State mandated 20 day period. No petitions or protests have been received during this period. The application has cleared Planning and Zoning and the City of Prescott Police Department. The applicant has been requested to attend the Council meeting to answer any questions Council may have.

The completed application is on file in the City Clerk's Office.

### Public Hearing and Action Procedure

The City Council's recommendation of approval, disapproval or no recommendation will be forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration. If the City Council recommendation is for approval, no hearing is required unless the Director of the Department, the State Liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If no hearing is requested, the Director may approve the license. If the City Council recommendation is for disapproval of an application, a statement of the specific reasons along with a summary of the testimony or other evidence supporting the recommendation for disapproval is required to be attached to the order of disapproval and submitted to the Director, after which a public hearing will be held.

If the City Council makes no recommendation, the Director may cancel the hearing and issue the license unless the Board or any aggrieved party protests and requests a

**AGENDA ITEM:** Public Hearing and consideration of a liquor license application from Jason Barclay Morris, applicant, for a Series 09, Liquor Store, license, for CVS/pharmacy #10147 located at 901 Willow Lake Road

hearing. If the reason for the protest is clearly removed or deemed satisfied by the Director, the Board shall cancel the hearing and the Department may issue the license.

**Financial Impact**

The application and license fee (\$708) have been paid. According to state law, proceeds are required to be used for hospitality promotion (tourism development) purposes.

**Recommended Action:** (1) **MOVE** to close the Public Hearing; and (2) **MOVE** to approve/deny/make no recommendation for Liquor License Application No.09130041, a Series 09, Liquor Store, license, for CVS/pharmacy located at 901 Willow Lake Road.

**COUNCIL AGENDA MEMO – June 25, 2013**

**DEPARTMENT:** Field and Facilities

**AGENDA ITEM:** Purchase of custodial supplies from WAXIE Sanitary Supply using Maricopa County Contract No. 11023 through the Strategic Alliance for Volume Expenditures (SAVE) Cooperative, in an amount not to exceed \$36,000 annually

<b>Approved By:</b>		<b>Date:</b>
<b>Department Head:</b> Stephanie Miller		
<b>Finance Director:</b> Mark Woodfill		
<b>City Manager:</b> Craig McConnell	<i>Craig McConnell</i>	6-17-13

**Item Summary**

Approval of this item will authorize the purchase of custodial supplies from WAXIE Sanitary Supply, for a period extending to August 1, 2015, using Maricopa County Contract No. 11023 through the Strategic Alliance for Volume Expenditures Cooperative, of which the City of Prescott is a member. Annual expenditures are estimated at \$36,000.

**Background**

The Facilities Division routinely purchases custodial supplies for City facilities. Total purchases for the past three fiscal years have totaled approximately \$36,000 for FY 13; \$35,000 in FY 12; and \$30,000 in FY 11.

The Strategic Alliance for Volume Expenditures (SAVE) is a purchasing cooperative consisting of many local governments throughout Arizona. WAXIE Sanitary Supply competitively bid a Maricopa County solicitation and was awarded a contract to provide janitorial supplies, which expires August 1, 2015.

**Financial Impact**

The Facilities Management Division budget includes \$48,000 for custodial supplies and related custodial services.

**Recommended Action: MOVE** to approve the purchase of custodial supplies from WAXIE Sanitary Supply using Maricopa County Contract No. 11023 through the Strategic Alliance for Volume Expenditures (SAVE) Cooperative, in an amount not to exceed \$36,000 annually.

<b>COUNCIL AGENDA MEMO – JUNE 25, 2013</b>	
<b>DEPARTMENT:</b>	Parks and Recreation
<b>AGENDA ITEM:</b>	Approval of payment to Prescott Creeks in the amount of \$12,500.00 for management and restoration work in the Watson Woods Riparian Preserve

<b>Approved By:</b>		<b>Date:</b>
<b>Department Head:</b>	Joe Baynes	06-12-13
<b>Finance Director:</b>	Mark Woodfill	
<b>City Manager:</b>	Craig McConnell <i>Craig McConnell</i>	6-18-13

**Summary**

This item is to authorize payment to Prescott Creeks for management and restoration work in the Watson Woods Riparian Preserve. This is the final payment pursuant to the six (6) year agreement.

**Background**

Watson Woods Riparian Preserve is a 126 acre Fremont cottonwood/red willow gallery forest located within the Granite Creek Watershed. It is located on Granite Creek northeast of Prescott along the southeast side of State Route 89 approximately 2 miles north of Sate Route 69. In 1995 the City of Prescott entered into a 25 year renewable lease with Prescott Creeks for management of the preserve. In 2008 Prescott Creeks was successful in obtaining a grant from the Arizona Water Protection Fund Commission in the amount of \$798,988.00 for design and construction of creek realignments, planting banks and floodplains as well as physical, chemical and biological monitoring. As a partner in the grant application, the City of Prescott agreed to a financial contribution of \$12,500.00 per year. The project was completed in March of 2013 and this is the final payment.

**Financial**

Funding has been budgeted for this agreement, and is available for the payment of \$12,500.00.

**Attachments**

- McCasland letter of June 5, 2007, providing additional background

<p><b>Recommended Action:</b> <b>MOVE</b> to approve payment to Prescott Creeks for management and restoration work in the Watson Woods Riparian Preserve in the amount of \$12,500.00.</p>
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**City of Prescott**  
**PARKS, RECREATION & LIBRARY DEPARTMENT**

JAMES K. MCCASLAND, DIRECTOR  
125 N. Arizona St., Prescott, AZ 86301 (928) 777-1561  
Fax (928) 771-5845  
jim.mccasland@cityofprescott.net

June 5, 2007

John D. Newman  
Commission Chair  
Arizona Water Protection Fund  
3550 North Central Avenue  
Phoenix, AZ 85012

Dear Mr. Newman:

The City of Prescott is currently involved, through a formal agreement with Prescott Creeks Preservation Association, with the Watson Woods Riparian Preserve. The agreement established a partnership between the City and the Association that will restore and make available an existing riparian area that is located within the corporate city limits of Prescott. The community is very excited about this project, as it is one of the gateways to our community, and it offers a tremendous opportunity for both restoring and preserving an endangered habitat. The project also offers many educational opportunities that can be taken advantage of by not only the general citizenry, but also the over 5,000 schoolchildren in Prescott and our tri-city area.

As Michael Byrd and Prescott Creeks prepare to submit their application to fund the implementation of actual restoration activities, I'd like to express my support for this project. The City of Prescott Parks, Recreation and Library Department has worked with Michael Byrd and the Association for over decade now, and we have been impressed with their progress thus far. Their comprehensive plan, baseline inventories and most the completion of their Restoration Plan for the Preserve (all supported by the Arizona Water Protection Fund) have all led to this commendable project. It is my hope that this project is selected for funding.

Additionally, the City is committed to assist Prescott Creeks with several elements of this project. The City:

- o has pledged \$12,500 annually to Prescott Creeks for Preserve management,

jim.mccasland@cityofprescott.net

- is providing water for supplemental drip irrigation to revegetation efforts, and
- will assist with proper disposal of material from a mid 20<sup>th</sup> century dump site (please see letter from Chad McDowell for additional information).

If further information or comments from my department would benefit your selection process, please do not hesitate to contact me. I can be contacted by telephone at (928) 777-1561 or by email at [jim.mccasland@cityofprescott.net](mailto:jim.mccasland@cityofprescott.net). Thank you for your attention.

Sincerely,

A handwritten signature in cursive script, appearing to read "James K. McCasland". The signature is written in black ink and is positioned above the printed name and title.

James K. McCasland  
Recreations Services Director

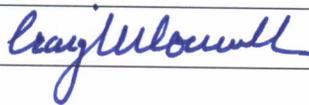
## COUNCIL AGENDA MEMO – June 25, 2013

**DEPARTMENT:** Airport

**AGENDA ITEM:** Adoption of Resolution No. 4178-1340 setting certain rates and fees at Ernest A. Love Field for Fiscal Year 2014

**Approved By:**

**Date:**

<b>Department Head:</b> Jeff Tripp	6-3-13
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell 	6-19-13

### Summary

This item is for adoption of certain rates and fees at the Airport for FY 14, following the discussion and public input received at the June 11th Council meeting.

Fundamental to the goal to operate and maintain the Airport on a self-sustaining basis, rental proceeds from City-owned facilities are a major revenue source. The City has the following types/numbers of spaces available for rent: 153 hangars; 19 covered shade hangars; 25 storage units; and 75 open tie-downs.

Current and projected revenues and expenditures have been reviewed by the Airport within the FY 14 budget formulation process. As more fully described below, following that review, certain changes are recommended for the upcoming fiscal year.

### Proposed Rates and Fees

During the economic downturn a decision was made to defer increases to Airport rates and fees. However, during the four-year period of deferral, costs to operate and maintain the airport have continued to rise. As the economy recovers, reasonable increases are necessary to help offset these costs.

Resolution No. 3898-0866, effective July 1, 2008, delegated authority to the City Manager to raise Airport rates and fees by not more than 2% plus the cost of living increase during the preceding year. Accordingly, the administrative authorization (capacity) to raise rates which was not used would have been compounded annually at 2% + CPI for the four-year period.

Schedule "A" sets forth charges for transient aircraft parked overnight on City-operated parking ramps, commercial landing fees for aircraft weighing over 12,500 pounds (typically airline and air cargo operators), various operational and administrative fees, and fines and penalties.

Schedule "B" is a listing of charges for rental of City-owned and operated aircraft open tie-downs, aircraft covered shades, aircraft hangars, and non-aircraft storage units.

**Agenda Item:** Adoption of Resolution No. 4178-1340 setting certain rates and fees at Ernest A. Love Field for Fiscal Year 2014

A five percent (5%) increase is proposed for open tie-downs, covered shades, and aircraft hangars. Pursuant to Resolution No. 3898-0866 Council approval is necessary. State requirements for posting a new or increase tax or fee further prescribe a 60-day posting (on the City's website) prior to approval. This timeframe will be satisfied for Council action on June 25, 2013. Notice was given to all Airport customers to provide an opportunity for review and comment. Based upon the input received, several refinements were made to the proposal.

The City's standard aircraft storage rental agreement requires that, "Any increases shall take effect not less than thirty (30) days after adoption of each such resolution." Therefore, the effective date of the adjustments will be August 1, 2013.

### **Rates and Revenue**

The five percent (5%) increase for the City-operated aircraft open tie-downs, shades, and hangars will generate approximately \$30,000 of additional revenue to be applied to the Airport operating expenses.

Review of the current rates for the non-aircraft storage units determined the average City charges for these storage units at the Airport to be \$0.1541/SF, and the average cost per square foot for the aircraft hangars \$0.2628/SF. The average price per square foot for commercial storage in the Tri-City Area is \$0.5207/SF. The City rate for FY 14 will increase the non-aircraft storage units to be the same as that for the proposed City hangar rate of \$0.2760/SF.

The largest percentage increase will be seen in the storage units, however, this increase is still well below the prevailing private sector charges. The adjustment will generate approximately \$19,000 of additional revenue to be applied to Airport operating expenses.

By the attached letter, the Civil Air Patrol has requested relief from the rental cost of the City hangar presently occupied. This is permissible according to FAA regulations. If approved, it would reduce the projected annual revenue by \$3,550.

Based upon the aforementioned changes, the net projected revenue increase for FY 14 would be  $\$30,000 + 19,000 - 3,550 \text{ (CAP)} = \$45,450$ .

Revisions to the rates and fees on Schedule A are minor, and no significant changes to estimated revenues are anticipated going forward.

### **Lessee Insurance Requirements and Public Liability**

The Aircraft Rental Storage Facility Rental Agreement and the Non-Aircraft Storage Facility Rental Agreement used by the City to rent hangars, covered shade hangars, open tie-downs and non-aircraft storage units, neither currently specify the types and amounts of insurance nor require the customer to provide proof of coverage(s).

**Agenda Item:** Adoption of Resolution No. 4178-1340 setting certain rates and fees at Ernest A. Love Field for Fiscal Year 2014

It is the City Attorney's recommendation that all future hangar rental agreements include a provision requiring that the tenant provide the City with proof of liability insurance, with the limits to be determined through further dialogue with the Arizona Municipal Risk Retention Pool. Although the City's new coverage with the Risk Pool includes property damage to City property (including airport hangars), if the cause of the damage to the hangar is due to tenant fault, the Risk Pool will seek reimbursement from the tenant or their insurer.

The current Aircraft Rental Storage Facility Rental Agreement, Clause 5 - INDEMNITY states, "Tenant shall assume all risks incident to the use of the premises as an aircraft storage facility and shall indemnify, City against any loss, damage, or expense resulting from personal injury or damage to, or loss of property, or breach of any term of this Agreement, and against any loss, damage, or expense resulting from injury to Tenant and/or invitees caused in any manner by negligence of Tenant or invitees."

It is the City Attorney's additional recommendation that this clause be amended for all future hangar rental agreements to state, "... shall indemnify, defend and hold harmless ... ." This provision is broader than the current clause and will prevent hangar renters from seeking payment from the City for damage to their stored aircraft or other property.

Clause 8 – TENANT RESPONSIBILITIES, Section H states, "...The City assumes no responsibility or liability for damage or loss to aircraft or its contents, automobiles, or other contents of the facility. All aircraft and contents or appurtenant items and accessories are stored solely at Tenant's risk. This Agreement shall not be construed as a bailment, and Tenant shall store aircraft at his own risk."

All airport leases, license agreements and storage agreements are being reviewed as part of a larger process to update existing documents with the intent to ensure that the City is requiring the proper amounts and proof of insurance, and to minimize potential adverse impacts to the City in the event of an incident.

- Attachments** - Resolutions Nos. 4178-1340 (new) and 3898-0866 (to be rescinded)
- Schedule A Description
  - Schedule A Rates & Fees
  - Schedule B Description
  - Schedule B Rates & Fees
  - Notice to Tenants (4/25/13)
  - Civil Air Patrol letter (undated)

**Recommended Action:**

- (1) **MOVE** to adopt Resolution No.4178-1340
- (2) **MOVE** to provide the aircraft storage hangar presently occupied by the Civil Air Patrol at a nominal rate of \$1 per year, for the two-year period through June 30, 2015.

**RESOLUTION NO. 4178-1340**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, RESCINDING RESOLUTION NO. 3898-0866 AND ADOPTING CERTAIN RATES AND FEES AT ERNEST A. LOVE FIELD.**

WHEREAS, the City Council of the City of Prescott approved certain rates and fees for Ernest A. Love Field and set forth policy through adoption of Resolution No. 3898-0866; and

WHEREAS, the City Council wishes to establish, modify, and/or rescind certain rates and fees in order to derive reasonable and fair compensation for use of City property at its airport, thereby contributing to operation of the facility on a financially self-sustaining basis.

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

SECTION 1. THAT, Resolution No. 3898-0866 is hereby rescinded in its entirety.

SECTION 2. THAT, the Rates & Fee Schedule for Transient Aircraft Overnight Parking Fees – City Operated Ramps, Commercial Landing Fee for Aircraft over 12,500 pounds, Operational Fees, Administrative Fees, and Fines & Penalties identified in the attached Schedule A, are hereby approved with the effective date of August 1, 2013.

SECTION 3. THAT, the Rates & Fee Schedule for month-to-month agreements for rental of to rent City operated aircraft open tie-downs (nested and pull-through), covered shade hangars, storage hangars, and storage units as well as the hangar waiting list deposits identified in the attached Schedule B, are hereby approved with the effective date of August 1, 2013.

SECTION 4. THAT, the fees to rent city-operated aircraft open tie-downs, covered shade hangars, storage hangars, and storage units, as approved herein, may be increased annually after the effective date of the approved Schedule by the City Manager, in an amount not to exceed 2% above the cost of living increase during the preceding year, rounded to the next highest percent. Any increases in excess of the foregoing amount must be approved by the City Council.

SECTION 5. THAT, the fees as approved pursuant to this Resolution are exclusive of the cost of any and all taxes and utilities, which costs shall remain the responsibility of the tenant/lessee; provided, however, that the costs of existing utilities for Hangar Buildings A, B, C, F, G, H, I, J, L, M, N, and O are included in the base rent and shall remain the responsibility of the City.

PASSED AND ADOPTED BY THE Mayor and Council of the City of Prescott  
this \_\_\_\_ of \_\_\_\_\_, 2013.

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MARLIN D. KUYKENDALL  
Mayor of the City of Prescott

ATTEST:

APPROVED AS TO FORM:

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LYNN MULHALL  
City Clerk

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JON M. PALADINI  
City Attorney



Ernest A. Love Field  
**Prescott Municipal Airport**  
City of Prescott

6546 Crystal Lane      Prescott, AZ 86301  
Phone: (928) 777-1114      Fax: (928) 771-5861

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## Description of Rates and Fees

### Schedule A

**Transient Aircraft Overnight Fees - City Operated Ramps** – Nightly fees for uncovered aircraft parking spaces on ramps not under contract with an airport tenant. Fees vary depending on the size of the aircraft and corresponding parking space size.

**Commercial Landing Fee (aircraft over 12,500 lbs Max. Gross Landing Weight)** – Per landing fee for those commercial aircraft being operated on a for profit basis landing at the airport with a maximum gross landing weight greater than 12,500 pounds. Examples include, but are not limited to airline and air cargo operations.

**Re-Key Lock or Replacement of Lock Rate** – Charge assessed when a city-operated hangar or storage unit tenant requests a change in the city key/lock. Typically this is completed prior to a new tenant taking possession of a space; therefore, this charge is applied when a tenant requests a change after moving into a space.

**Replacement/Additional Key Rate** – Charge assessed when a city hangar or storage unit tenant requests an additional key for the city-issued lock on their facility.

**Airport Personnel Rate** – In the case of unusual circumstances requiring the assistance of City staff, an hourly fee may be assessed, at the discretion of the Airport Manager, for the first half-hour and every quarter hour thereafter, and varies depending on whether regular or overtime labor rates apply. Fee is charged to help cover the costs of providing City staff services outside the scope of their regularly-assigned duties.

**After Hours/Emergency Call Out Rate** – In the case of unusual or emergency circumstances requiring the assistance of City staff, and requiring airport staff to report to the airport during off-shift time. Fee is charged to help cover the costs of providing City staff services outside the scope of their regularly-assigned duties. (2-hour minimum).

**Fingerprinting Fee** – Charge assessed when City staff fingerprints an individual for an aviation-related purpose to obtain a criminal history records check. Fee is charged to help cover the costs of providing City staff services, equipment and ancillary services.

**Airport Driver Training Fee** – Charge assessed when an individual goes through the airport provided (and FAA required) airfield driver movement area training and obtains an airport-issued badge to authorize driving privileges on the airport. Fee is charged to help cover the costs of City staff services, equipment and ancillary services.

**Badge Replacement Fee** – Charge assessed when a replacement Airport Driver Badge is re-issued or is not returned to the Airport. Fee is charged to help cover the costs of City staff services, ancillary services and supplies.

**Non-Aeronautical Vehicle Storage Permit Fee** – Charge assessed when an individual parks a vehicle or trailer, which is not an aircraft, in areas not under contract with an airport tenant.

**Lease/License Document Transaction Fee** – Charge applies, if not specified in the contract, when a City lease or license agreement tenant requests a change to the original lease or license agreement, including, but not limited to, an amendment, assignment or estoppels certificate. Fee helps to cover the administrative and legal costs to the City for implementing the change to the current agreement.

**Storage Agreement Transfer Fee** – Charge assessed when a city-operated hangar, storage room, or tie down tenant requests to be transferred to a different hangar, tie-down, or storage room space. Fee is charged to help cover the administrative costs of implementing the transfer. Transfer fee may be waived by the Airport Manager if transfer is involuntary.

**Fuel Flowage Fee (FBO)** – Charge assessed per gallon of fuel that is delivered to the Airport. Rate of assessment may depend upon fuel type – AvGas or Jet A. FBO indicates a business providing fuel services to the public, on the airport, with an agreement with the City to provide said services.

**Fuel Flowage Fee (Non-FBO)** -- Charge assessed per gallon of fuel that is delivered into an aircraft. Rate of assessment may depend upon fuel type – AvGas or Jet A. Non-FBO indicates an individual or organization that holds a Self-Fueling Permit issued by the Airport.

**Self-Fueling Permit Review Fee** – Monthly fee charged for City staff to review an individual/organizations' self-fueling permit and ensure compliance with the policy.

**Self-Fueling Permit Application Fee** – Charged when an individual/organization makes application to the City for a self-fueling permit. If application is for a limited term, application fee may be pro-rated or waived, at the discretion of the Airport Manager.

**Runway or Taxiway Safety Area Incursion Fine** - Potential fine assessed when a vehicle or pedestrian enters a runway or taxiway safety area, as described in FAA airport design standards and the Airport Certification Manual, without permission from air traffic control and/or the Airport Manager. Federal Aviation Regulation Part 139.329 requires that certificated airports limit access to the movement area and establish consequences for noncompliance. Certificated airports may be subject to enforcement action by the FAA for failure to comply with FAR Part 139.

**Runway/Taxiway Incursion Fine** – Potential fine assessed when a vehicle or pedestrian enters a runway or taxiway, as described in FAA airport design standards and the Airport Certification Manual, without permission from air traffic control and/or the Airport Manager. Federal Aviation Regulation Part 139.329 requires that certificated airports limit access to the movement area and establish consequences for noncompliance. Certificated airports may be subject to enforcement action by the FAA for failure to comply with FAR Part 139.



**Prescott Municipal Airport  
Rates & Fees - Schedule 'A'  
August 1, 2013 through June 30, 2014**

DESCRIPTION	Current Fees		New Fees	
	July 2012 - July 2013		1-Aug-13	Frequency
<b>Transient Aircraft Overnight Parking Fees - City Operated Ramps</b>				
Single Engine & Light Helicopters	\$ 25.00	per night	\$ 10.00	per night (including tax)
Twin Engine & Turbine Helicopters	\$ 30.00		\$ 20.00	per night (including tax)
Aircraft greater than 5,000 pounds	\$ 50.00		\$ 50.00	per night (including tax)
<b>Commercial Landing Fee</b> (Aircraft Over 12,500 lbs Max. Gross Landing Weight)	\$ 1.20	per landing	\$ 1.20	per 1,000 pounds (US) MGLW per landing
<b>Operational Fees</b>				
Re-Key Lock or Replacement of Lock	\$ 150.00	per lock	\$ 150.00	per lock
Replacement/Additional Hangar Key	\$ 25.00	per key	\$ 25.00	per key
Airport Personnel Rate	\$ 61.00	per hour	\$ 61.00	per hour
After Hours/Emergency Call Out Fee	\$ 122.00	per incident	\$ 122.00	per incident
<b>Administrative Fees</b>				
Fingerprinting Fee	\$ 44.00	per time	\$ 110.00	per time; Non-Refundable
Airport Driver Training Fee	\$ 20.00	per badge	\$ 25.00	per badge; Non-Refundable
Badge Replacement Fee	\$ 50.00	per badge	\$ 75.00	per badge; Non-Refundable
Non-Aeronautical Vehicle Storage Permit Fee	\$ 70.00	per month	\$ 50.00	per month
Lease/License Document Transaction Fee	\$ -		\$ 100.00	per transaction
Storage Agreement Transfer Fee	\$ -		\$ 50.00	per transaction
Fuel Flowage Fee - (FBO) Jet A	\$ 0.10	per gallon	\$ 0.10	per gallon
Fuel Flowage Fee - (FBO) AvGas	\$ 0.10	per gallon	\$ 0.10	per gallon
Fuel Flowage Fee - (Non-FBO) Jet A & AvGas	\$ 0.12	per gallon	\$ 0.12	per gallon
Self-Fueling Permit Review	\$ 50.00	per month	\$ 50.00	per month
Self-Fueling Permit Application Fee	\$1,500.00	per permit	\$1,500.00	per permit
<b>Fines and Penalties</b>				
Runway or Taxiway Safety Area Incursion	\$1,000.00	per incident	\$1,000.00	Up to (amount) per person per occurrence
Runway or Taxiway Incursion	\$2,500.00	per incident	\$2,500.00	

## Description of Rates and Fees

### Schedule B

**Tie Down Rate (Nested)** – Monthly rental fee for assigned, uncovered aircraft parking spaces on the ramps not under contract with an airport tenant. Fees vary depending on the configuration of the tie down.

**Tie Down Rate (Pull Through)** – Monthly rental fee for assigned, uncovered aircraft parking spaces on the ramps not under contract with an airport tenant. A higher monthly fee is charged because the pull-through spaces allow aircraft the benefit of not having to be pushed/pulled into the individual parking space.

**Shade Hangar Rate** – Monthly rental fee for assigned covered aircraft parking spaces operated by the City.

**Hangar Rate** – Monthly rental fee for T-hangars and Box/Executive hangars for the storage of aircraft. Fees vary depending on the size of the hangar.

**Storage Unit Rate** – Monthly rental fee for storage units located on the ends of most hangar rows. Fees vary depending on the size of the storage unit.

**Regular Hangar Waiting List Application Deposit** – Deposit for placement on the city hangar waiting list for a covered tie-down or standard “t-hangar”. Applicants who request to be removed from the waiting list receive a refund of \$100.

**Large Hangar Waiting List Application Deposit** – Deposit for placement on the city hangar waiting list for a “large” hangar to house an aircraft that will not fit into a 43-foot door opening or the tail or propeller exceeds 11 feet in height above the ground. Applicants who request to be removed from the waiting list receive a refund of \$400.



**Prescott Municipal Airport  
Rates & Fees - Schedule 'B'**  
August 1, 2013 through June 30, 2014

Storage Revenues		Sq Feet	Current Rate per SqFt	Current Monthly RATE since 7/1/2009	New rate per sq ft	Increase rate by	New monthly rate	New monthly rate INCLUDING tax (2%)
	Tie Down (Nested)	1010	0.0463	\$ 46.81	0.0487	\$ 2.34	49.15	50.13
	Tie Down (Pull Through)	1386	0.0637	\$ 88.30	0.0669	\$ 4.42	92.72	94.57
	Shade Hangar	1010	0.1064	\$ 107.45	0.1117	\$ 5.37	112.82	115.08
T	Hangar "A"	954	0.2628	\$ 250.75	0.2760	\$ 12.54	263.29	268.55
T	Hangar "B"	1195	0.2628	\$ 314.09	0.2760	\$ 15.70	329.79	336.39
T	Hangar "C"	985	0.2628	\$ 258.89	0.2760	\$ 12.94	271.83	277.27
T	Hangar "D"	1724	0.2521	\$ 434.68	0.2647	\$ 21.73	456.41	465.54
T	Hangar "F"	985	0.2628	\$ 258.89	0.2760	\$ 12.94	271.83	277.27
T	Hangar "G"	1127	0.2628	\$ 296.22	0.2760	\$ 14.81	311.03	317.25
T	Hangar "H"	1036	0.2628	\$ 272.30	0.2760	\$ 13.62	285.92	291.63
T	Hangar "I"	1036	0.2628	\$ 272.30	0.2760	\$ 13.62	285.92	291.63
T	Hangar "J"	1156	0.2628	\$ 303.84	0.2760	\$ 15.19	319.03	325.41
Box	Hangar "K"	2780	0.2521	\$ 700.93	0.2647	\$ 35.05	735.98	750.70
T	Hangar "L"	1156	0.2628	\$ 303.84	0.2760	\$ 15.19	319.03	325.41
T	Hangar "M"	1052	0.2628	\$ 276.50	0.2760	\$ 13.83	290.33	296.13
T	Hangar "N"	1052	0.2628	\$ 276.50	0.2760	\$ 13.83	290.33	296.13
T	Hangar "O"	1052	0.2628	\$ 276.50	0.2760	\$ 13.83	290.33	296.13
Exec	Hangar "P"	3900	0.3042	\$ 1,186.20	0.3194	\$ 59.31	1,245.51	1,270.42
<b>STORAGE UNITS</b>								
A	NORTH (EAST)	512	0.1683	\$ 86.17	0.2760	\$ 55.14	141.31	144.14
	SOUTH (WEST)	512	0.1683	\$ 86.17	0.2760	\$ 55.14	141.31	144.14
B	NORTH (EAST)	649	0.1574	\$ 102.13	0.2760	\$ 76.99	179.12	182.71
	SOUTH (WEST)	649	0.1574	\$ 102.13	0.2760	\$ 76.99	179.12	182.71
C	NORTH (EAST)	536	0.1608	\$ 86.17	0.2760	\$ 61.77	147.94	150.89
	SOUTH (WEST)	536	0.1608	\$ 86.17	0.2760	\$ 61.77	147.94	150.89
D		893	0.1453	\$ 129.79	0.2760	\$ 116.68	246.47	251.40
F	NORTH	434	0.1691	\$ 73.41	0.2760	\$ 46.37	119.78	122.18
	SOUTH	506	0.1703	\$ 86.17	0.2760	\$ 53.49	139.66	142.45
G	NORTH	490	0.1693	\$ 82.98	0.2760	\$ 52.26	135.24	137.94
	SOUTH	573	0.1634	\$ 93.62	0.2760	\$ 64.53	158.15	161.31
H	NORTH	536	0.1370	\$ 73.41	0.2760	\$ 74.53	147.94	150.89
	SOUTH	536	0.1608	\$ 86.17	0.2760	\$ 61.77	147.94	150.89
I	NORTH	536	0.1370	\$ 73.41	0.2760	\$ 74.53	147.94	150.89
	SOUTH	536	0.1608	\$ 86.17	0.2760	\$ 61.77	147.94	150.89
J	NORTH	583	0.1533	\$ 89.36	0.2760	\$ 71.55	160.91	164.13
	SOUTH	514	0.1490	\$ 76.60	0.2760	\$ 65.26	141.86	144.70
L	NORTH (WEST)	623	0.1230	\$ 76.60	0.2760	\$ 95.35	171.95	175.39
	SOUTH (EAST)	623	0.1434	\$ 89.36	0.2760	\$ 82.59	171.95	175.39
M	NORTH (WEST)	493	0.1467	\$ 72.34	0.2760	\$ 63.73	136.07	138.79
	SOUTH (EAST)	541	0.1593	\$ 86.17	0.2760	\$ 63.15	149.32	152.30
N	NORTH (WEST)	378	0.1520	\$ 57.45	0.2760	\$ 46.88	104.33	106.41
	SOUTH (EAST)	549	0.1570	\$ 86.17	0.2760	\$ 65.35	151.52	154.55
O	NORTH (WEST)	493	0.1467	\$ 72.34	0.2760	\$ 63.73	136.07	138.79
	SOUTH (EAST)	541	0.1593	\$ 86.17	0.2760	\$ 63.15	149.32	152.30
<b>HANGAR WAITING LIST APPLICATION DEPOSIT</b>								
REGULAR HANGAR LIST DEPOSIT							\$ 200.00	\$ 200.00
Regular Hangar Deposit Refundable Amount							\$ 100.00	\$ 100.00
LARGE HANGAR LIST DEPOSIT							\$ 500.00	\$ 500.00
Larger Hangar Deposit Refundable Amount							\$ 400.00	\$ 400.00



Ernest A. Love Field  
**Prescott Municipal Airport**  
City of Prescott

6546 Crystal Lane      Prescott, AZ 86301  
Phone: (928) 777-1114      Fax: (928) 771-5861

---

**DATE:**            April 25, 2013

**TO:**              City-Operated Hangar, Shade, Tie-down and Storage Unit Tenants  
                      Commercial Business Tenants  
                      Ground Lease Tenants

**FROM:**          Jeffrey S. Tripp, A.A.E.  
                      Airport Manager

**RE:**              **Rates and Fees Schedules A & B – Effective August 1, 2013**

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Dear Airport Customers and Tenants,

The primary goal of the City of Prescott is to operate, develop and maintain the Airport at the highest possible levels of safety and security while operating the facility in a fiscally-responsible manner. It is our policy to provide you, our customers, with a quality facility and excellent customer service while striving to keep operating costs as low as possible.

Recognizing the economic downturn which has negatively impacted our customers the previous four fiscal years (July 1, 2009 through June 30, 2013) the City had purposefully not raised airport rates and fees. While this freeze in the rates & fees has resulted in the loss of potential revenue to help fund the airport operating budget, we nevertheless felt that it was the appropriate action to take during these difficult economic times.

The primary driver of the budget preparation is to maintain the same level of funding for the operating budget as the current fiscal year. As the Airport Manager, it is my responsibility to take a top-to-bottom review of the airport's finances, both the revenue side as well as the expenditure side, and prepare the annual budget based upon our anticipated operating costs and revenues.

With regards to the rental rates for the open tie-downs, hangars and covered tie-downs, staff is proposing to City Council that the rates be increased 5% from their current levels. A review of the current rental rates for the storage units shows an average price per square foot of \$0.1541 SF; the average cost per square foot for the hangars is \$0.2628 SF. Staff further researched what the private sector is charging for storage units in the tri-city area.

The average price per square foot for off-airport storage is \$0.5207 SF with a low of \$0.3350 SF and a high of \$0.6950 SF. It is staff's recommendation to raise the city storage units to be consistent with the (proposed) aircraft hangar rental rate of \$0.2760 SF. While the proposed rate adjustment to these units is large, this new rate will still be approximately half of the average price charged by the private sector.

State requirements for posting a new or increase tax or fee include a 60-day posting requirement on the City's website before it is approved or disapproved by Council. At the present time, it is anticipated that that the Rates & Fees will be brought before City Council for approval on June 25<sup>th</sup>.

Because the Aircraft Storage Rental Agreement requires "Any increases shall take effect not less than thirty (30) days after adoption of each such resolution." the proposed rate increases will not take effect until August 1<sup>st</sup> if approved by Council.

The City will host two public meetings on the budget. The first meeting is a Council workshop at which time the various city departments will present their respective budgets to Council for their review. The acceptance of public comment at this workshop will be at the sole discretion of the Council. The second meeting will occur on June 25, 2013 at which time comments will be accepted by Council.

You may also provide direct feedback to the City/Airport at any time during the next two months through the attached comment form or please feel free to contact the Airport Administration office at 928-777-1114 to arrange for a meeting if you wish to discuss the proposed rates & fees with me directly.

As always, thank you for choosing to base your business and/or aircraft at Prescott Airport.

Sincerely,

*Jeffrey S. Tripp*

Jeffrey S. Tripp, A.A.E.  
Airport Manager

Attachments:

Prescott Airport Rates and Fees SCHEDULE A  
Prescott Airport Rates and Fees SCHEDULE B  
Customer Comment Form



Ernest A. Love Field  
**Prescott Municipal Airport**  
City of Prescott

6546 Crystal Lane      Prescott, AZ 86301  
Phone: (928) 777-1114      Fax: (928) 771-5861

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### FY2014 Airport Rates & Fees Comment Card

The primary goal of the City is to operate, develop and maintain the Airport at the highest possible levels of safety and security while operating the facility in a fiscally-responsible manner. It is our policy to provide you, our customers, with a quality facility and excellent customer service while striving to keep operating costs as low as possible.

As a valued customer, your input regarding the proposed rates & fees for the next fiscal year is important to the City of Prescott and the staff of the Airport.

CUSTOMER NAME (Optional): \_\_\_\_\_

Comments may be submitted to:

- |  |  |
|--|--|
| <p>1. Airport Administration Office<br/>6546 Crystal Lane<br/>Prescott, AZ 86301<br/>E: <a href="mailto:airport.admin@prescott-az.gov">airport.admin@prescott-az.gov</a><br/>F: 928-771-5861</p> | <p>2. City Council/City Manager<br/>City of Prescott<br/>201 S. Cortez Street<br/>Prescott, AZ 86302<br/>E: <a href="mailto:patti.crouse@prescott-az.gov">patti.crouse@prescott-az.gov</a></p> |
|--|--|



Headquarters  
Prescott Composite Squadron 206  
CIVIL AIR PATROL  
UNITED STATES AIR FORCE AUXILIARY  
PRESCOTT, AZ

Honorable Mayor M. Kuykendall:

Mayor,

With the upcoming vote on the future costs of maintaining our hangar at the Prescott airport, I am submitting this document, Chapter 17, FAA document 5190.6B, Self-Sustainability for airports.

The highlighted items should explain to you and the rest of the Council that it is permissible to afford the Civil Air Patrol some cost relief while occupying our hanger, 'O-4' in the bottleneck of the airport.

The new Airport manager Jeff, has stated he will not consider doing anything to assist us without direction from the Council and city Management. He was particularly concerned about other organizations such as the EAA and the Sheriff's Air Group. This document does not address non U.S. Government agencies. They are not included in the exceptions. As you will see in the highlighted areas that the Civil Air Patrol is specifically included in the exceptions.

With this in mind, I again respectfully request that you and the council find favorably in our behalf by instructing the responsible parties to give relief to the Civil Air Patrol from the financial burden of protecting this Issued Government Asset (2008, Cessna 182T NAVIII TAA) used for the benefit of all the citizens of our state.

Thank you,

Lt.Col. Don Dillahunty, CAP  
Logistics Officer  
Prescott Squadron 206

**17.19. Exception for Military Aeronautical Units.** The FAA acknowledges that many airports provide facilities to military units with aeronautical missions at nominal lease rates. The FAA does not consider this practice inconsistent with the requirement for a self-sustaining airport rate structure. Military units with aeronautical missions may include the Air National Guard, aviation units of the Army National Guard, the U.S. Air Force Reserve, U.S. Coast Guard, Civil Air Patrol (CAP) and Naval Reserve air units operating aircraft at the airport. The search and rescue (SAR) and disaster relief roles played by Coast Guard, the U.S. Air Force Auxiliary, and the Civil Air Patrol are also recognized as a prime aeronautical role. These units generally provide services that directly benefit airport operators and safety.

This exception does not apply to military units with no aeronautical mission on the airport.

**17.20. through 17.24. reserved.**

RESOLUTION NO. 3898-0866

*(TO BE RESCINDED)*

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, RESCINDING RESOLUTION NO. 3890-0857 AND ADOPTING CERTAIN FEES AT ERNEST A. LOVE FIELD**

**RECITALS:**

**WHEREAS** the City Council of the City of Prescott approved certain fees and policy at Ernest A. Love Field pursuant to Resolution Number 3890-0857; and

**WHEREAS** the City Council of the City of Prescott wishes to revise the foregoing fees, adopt new fees, in order for the City to receive the fair market value for the use of its property and to ensure that the airport operates on a financially self-sustaining basis.

**ENACTMENTS:**

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

SECTION 1. THAT, Resolution No. 3980-0857 is rescinded in its entirety.

SECTION 2. THAT, the fee schedule for 1) Non-Aeronautical Vehicle Storage Permit, 2) Transient Aircraft Overnight Parking Fees – City Operated Ramps, 3) Operational Fees, 4) Transient Commercial Landing Fee for Aircraft over 12,500 pounds, 5) Administrative Fees, 6) Fines and Penalties, 7) Airport Fuel Flowage Fees for FBOs and Non-FBOs, as more particularly identified in the attached Schedule A, is hereby approved with the effective dates of said fees to be as set forth in Schedule A.

SECTION 3. THAT, the fee schedule for 1) monthly aircraft parking and storage rooms and 2) hangar waiting list deposits, as more particularly identified in the attached Schedule B is hereby approved with the effective dates of said fees to be as set forth in Schedule B.

SECTION 4. THAT, the fees as approved herein may be increased annually after the effective period of the approved Schedule by the City Manager, in an amount not to exceed 2% above the cost of living increase during the preceding year, rounded to the next highest hundredth of a cent. Any increases in excess of the foregoing amount must be approved by the City Council.

SECTION 5. THAT, the fees as approved pursuant to this Resolution are exclusive of the cost of any and all taxes, which costs shall remain the responsibility of the tenant/lessee; provided, however, that the cost of existing utilities for hangar

buildings A, B, C, F, G, H, I, J, L, M, N, and O are included in the base rent and shall remain the responsibility of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 24<sup>th</sup> day of June, 2008.



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JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:



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ELIZABETH A. BURKE, City Clerk



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GARY D. KIDD, City Attorney

## Prescott Airport Rates and Fees Schedule SCHEDULE A

DESCRIPTION	Current Fees					Fees				
	Effective Date	1-Jul-08	1-Mar-09	1-Mar-10	1-Mar-11	1-Mar-12	Frequency			
<b>Non-Aeronautical Vehicle Storage Permit</b>	\$ 25.00	per month	\$ 50.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 70.00	per month		
<b>Transient Aircraft Overnight Parking Fees - City Operated Ramps</b>										
Single Engine, & Light Helicopters	\$ 5.50	per night	\$ 10.00	\$ 13.75	\$ 17.50	\$ 21.25	\$ 25.00	per night		
Twin or Turbine Helicopters	\$ 6.50	per night	\$ 12.00	\$ 16.50	\$ 21.00	\$ 25.50	\$ 30.00	per night		
Turbine/Jet Aircraft greater than 5,000 pounds	\$ 6.50	per night	\$ 15.00	\$ 23.75	\$ 32.50	\$ 41.25	\$ 50.00	per night		
<b>Operational Fees</b>										
Re-Key Lock or Replacement of Lock	None	per lock	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	per lock		
Replacement/Additional Hangar Key	None	per key	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	per key		
Airport Personnel Rate	None	per hour	\$ 50	\$ 53	\$ 55	\$ 58	\$ 61	per hour		
After hours/Emergency call out fee	None	per incident	\$ 100	\$ 105	\$ 110	\$ 116	\$ 122	per incident		
Transient Commercial Landing Fee (Over 12,500 lbs)	\$ 5.00	per landing	\$ 1.00	\$ 1.05	\$ 1.10	\$ 1.15	\$ 1.20	per 1,000 pounds (US) MGLW per landing		
<b>Administrative Fees</b>										
Fingerprinting	None		\$ 40.00	\$ 41.00	\$ 42.00	\$ 43.00	\$ 44.00	per time Non-Refundable		
Personnel Driver Training Permit/Badging Fee	None		\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	per badge Non-Refundable		
1st Lost Permit/Badge Replacement	None		\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	per badge (if lost Badge not returned w/in 30 days)		
2nd Lost Permit/Badge Replacement	None		\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	per badge (if lost Badge not returned w/in 30 days)		
3rd Lost Permit/Badge Replacement	None		\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	per badge (if lost Badge not returned w/in 30 days)		
Vehicle Permit	None		\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	per vehicle		
1st Lost Vehicle Permit Replacement	None		\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	per permit (if lost permit is not returned w/in 30 days)		
2nd Lost Vehicle Permit Replacement	None		\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	per permit (if lost permit is not returned w/in 30 days)		
3rd Lost Vehicle Permit Replacement	None		\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	per permit (if lost permit is not returned w/in 30 days)		
Temporary Activity Permit	None		\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	per permit		
Self fueling Permit Review	\$ 100.00	per year	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	per month		
Self fueling Permit Application Fee	\$ 1,500.00	per permit	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	per permit		
<b>Fines and Penalties</b>										
Runway or Taxiway Safety Area Incursion	None		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	Up to (amount) per person per occurrence		
Taxiway Incursion	None		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	Up to (amount) per person per occurrence		
Runway Incursion	None		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	Up to (amount) per person per occurrence		
Security Violation	None		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	Up to (amount) per person per occurrence		
Level 1 Violation of Airport Rules and Regulations	None		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	Up to (amount) per person per occurrence		
Level 2 Violation of Airport Rules and Regulations	None		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	Up to (amount) per person per occurrence		
Level 3 Violation of Airport Rules and Regulations	None		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	Up to (amount) per person per occurrence		
<b>Airport Fuel Flowage Fee - FBO</b>										
	Effective Date	1-Jul-08	1-Mar-09	1-Mar-10	1-Mar-11	1-Mar-12				
Jet A	\$ 0.35	per gallon	\$ 0.30	\$ 0.25	\$ 0.20	\$ 0.10	\$ 0.10	per gallon		
Av Gas	\$ 0.25	per gallon	\$ 0.20	\$ 0.15	\$ 0.10	\$ 0.10	\$ 0.10	per gallon		
Airport Fuel Flowage Fee - Non-FBO	\$ 0.12	per gallon	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	per gallon		

**Prescott Airport Rates and Fees Schedule  
SCHEDULE B  
HANGAR AND STORAGE FEES**

			<b>CURRENT</b>	<b>CPI</b>
<b>AIRCRAFT PARKING</b>		<b>Sq Ft</b>	<b>FEES</b>	<b>4.30%</b>
				<b>New</b>
	Tie Down (Nested)	1010	\$ 44.00	\$ 45.89
	Tie Down (Pull Through)	1386	\$ 83.00	\$ 86.57
	Shade Hangar	1010	\$ 101.00	\$ 105.34
T	Hangar "A"	954	\$ 237.00	\$ 245.83
T	Hangar "B"	1195	\$ 294.00	\$ 307.93
T	Hangar "C"	985	\$ 245.00	\$ 253.82
T	Hangar "D"	1724	\$ 407.00	\$ 426.16
T	Hangar "F"	985	\$ 245.00	\$ 253.82
T	Hangar "G"	1127	\$ 277.00	\$ 290.41
T	Hangar "H"	1036	\$ 256.00	\$ 266.96
T	Hangar "I"	1036	\$ 256.00	\$ 266.96
T	Hangar "J"	1156	\$ 284.00	\$ 297.88
Box	Hangar "K"	2780	\$ 656.00	\$ 687.19
T	Hangar "L"	1156	\$ 284.00	\$ 297.88
T	Hangar "M"	1052	\$ 260.00	\$ 271.08
T	Hangar "N"	1052	\$ 260.00	\$ 271.08
T	Hangar "O"	1052	\$ 260.00	\$ 271.08
Exec	Hangar "P"	3900	\$ 1,115.00	\$ 1,162.95
<b>STORAGE</b>				
A			\$ 81.00	\$ 84.48
B			\$ 96.00	\$ 100.13
C			\$ 81.00	\$ 84.48
D			\$ 122.00	\$ 127.25
F	NORTH		\$ 69.00	\$ 71.97
	SOUTH		\$ 81.00	\$ 84.48
G	NORTH		\$ 78.00	\$ 81.35
	SOUTH		\$ 88.00	\$ 91.78
H	NORTH		\$ 69.00	\$ 71.97
	SOUTH		\$ 81.00	\$ 84.48
I	NORTH		\$ 69.00	\$ 71.97
	SOUTH		\$ 81.00	\$ 84.48
J	NORTH		\$ 84.00	\$ 87.61
	SOUTH		\$ 72.00	\$ 75.10
L	NORTH		\$ 72.00	\$ 75.10
	SOUTH		\$ 84.00	\$ 87.61
M	NORTH		\$ 68.00	\$ 70.92
	SOUTH		\$ 81.00	\$ 84.48
N	NORTH		\$ 54.00	\$ 56.32
	SOUTH		\$ 81.00	\$ 84.48
O	NORTH		\$ 68.00	\$ 70.92
	SOUTH		\$ 81.00	\$ 84.48
<b>PRICES ABOVE DO NOT INCLUDE APPLICABLE TAXES.</b>				
<b>HANGAR WAITING LIST APPLICATION DEPOSIT</b>				
<b>REGULAR HANGAR LIST DEPOSIT</b>			\$ 50.00	\$ 200.00
Regular Hangar Deposit Refundable Amount			\$ 50.00	\$ 100.00
<b>LARGE HANGAR LIST DEPOSIT</b>			\$ 50.00	\$ 500.00
Larger Hangar Deposit Refundable Amount			\$ 50.00	\$ 400.00

Effective: July 01, 2008 through June 30, 2009

## COUNCIL AGENDA MEMO – JUNE 25, 2013

**DEPARTMENT:** Airport

**AGENDA ITEM:** Adoption of Resolution No. 4180-1342 approving Joint Project Agreement No. 13-120 with the Arizona Department of Transportation for an Airport surface treatment project on Taxiways C, E, F and B5 (City Contract No. 2013-219)

**Approved By:**

**Date:**

**Department Head:** Jeff Tripp

06-17-13

**Finance Director:** Mark Woodfill

**City Manager:** Craig McConnell



6-19-13

### Summary

This item is to enable a pavement surface treatment project at the Airport via Joint Planning Agreement (JPA) No. 13-120. ADOT will be responsible for all engineering, administration, and construction costs. The preliminary project cost of \$608,343 is to be funded 90% by ADOT (\$547,509) and 10% by the City (\$60,834).

### Background

ADOT established the Airport Pavement Preservation Program (APPP) in 2000 to assist airports in maintaining their pavements in accordance with FAA and ADOT criteria. The program consists of triennial pavement evaluations conducted by an ADOT-hired consulting firm. ADOT then develops APPP projects based upon the ranked pavement conditions across the state as well as funding available.

The last APPP report completed in August 2010 recommended approximately \$4.5 million in pavement preservation needs at the Prescott Airport between Fiscal Years 2011 and 2015. The APPP identified the following areas to receive a one-inch asphalt overlay in FY 2014: Taxiway C (full-length) and a partial overlay of portions of Taxiways E, F and Intersection B5.

The Airport responded to ADOT's notification of the project in January, expressing interest in participating in the APPP program for FY 2014 pending final approval by Council. Airport staff has met with ADOT to coordinate and schedule the design work and prepare the Joint Planning Agreement.

### Financial

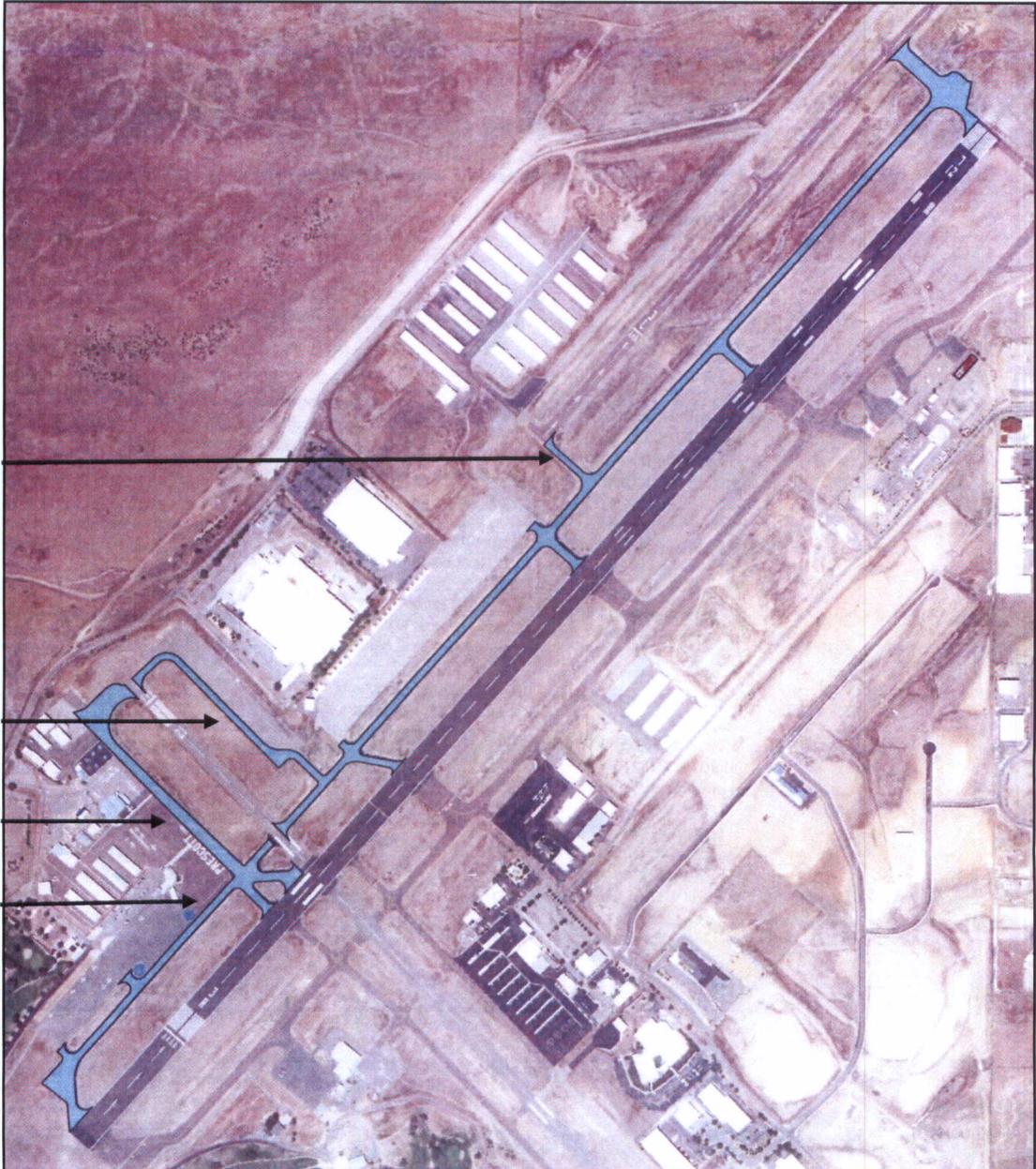
As indicated above, the estimated project cost of \$608,343 will be 90% funded by ADOT through the State Aviation Fund (\$547,509) and 10% funded by the City through the Airport Capital Budget (\$60,834). The City share will be collected by the State after the JPA is approved by Council and executed with the State. Should the project exceed the estimated amount, the City's portion will be 10% of the adjusted amount.

**AGENDA ITEM:** Adoption of Resolution No. 4180-1342 approving Joint Project Agreement No. 13-120 with the Arizona Department of Transportation for an Airport surface treatment project on Taxiways C, E, F and B5 (City Contract No. 2013-219)

**Attachments**

- Taxiway Location Map
- Resolution No. 4180-1342
- JPA No. 13-120

**Recommended Action:** MOVE to adopt Resolution No. 4180-1342.



TWY B5

TWY F

TWY E

TWY C

**RESOLUTION NO. 4180-1342**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, TO ENTER INTO A JOINT PROJECT AGREEMENT (JPA) NO. 13-120 WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) MULTIMODAL PLANNING DIVISION FOR AN AIRPORT PAVEMENT PRESERVATION PROGRAM PROJECT TO TAXIWAYS C, E, F AND B5 AT THE PRESCOTT MUNICIPAL AIRPORT, ERNEST A. LOVE FIELD.**

WHEREAS, the City is authorized through its Charter, A.R.S. §§ 11-951 through 11-954, and A.R.S. § 28-8413 to enter into joint cooperative agreements with the State of Arizona; and

WHEREAS, the City is required by federal and state grant assurances under Public Law 103-305 to implement an effective pavement preservation program for the Prescott Municipal Airport; and

WHEREAS, the Arizona Department of Transportation has offered the City of Prescott a Joint Planning Agreement to fund 90% of the project costs; and

WHEREAS, the Airport Capital Budget will fund the City's 10% portion of the project costs; and

WHEREAS, it is the best interests of the public's health, safety and welfare to enter into this Joint Planning Agreement.

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

SECTION 1. THAT the City of Prescott agrees to enter into Joint Project Agreement (JPA) No. 13-120 with the Arizona Department of Transportation (ADOT) Multimodal Planning Division for an airport pavement preservation program project to Taxiways C, E, F and B5 at the Prescott Municipal Airport, Ernest A. Love Field; and

SECTION 2. THAT the Mayor and staff are hereby authorized to execute and enter into the aforementioned Joint Planning Agreement.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this \_\_\_\_\_ of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MARLIN D. KUYKENDALL  
Mayor of the City of Prescott

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
JON M. PALADINI  
City Attorney

<b>MPD Agreement No</b>	<b>JPA 13-120</b>
<b>AG Contract No</b>	<b>P0012011001584</b>
<b>CAR Agreement No</b>	
<b>Project No</b>	<b>E4S1M01C</b>
<b>CFDA</b>	<b>State Funded</b>
<b>Project Description</b>	<b>ADOT Airport Pavement Management System Program</b>
<b>Airport</b>	<b>Ernest A. Love Field (Prescott)</b>

**JOINT PROJECT AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA**

AND

CITY OF PRESCOTT

THIS AGREEMENT JPA 13-120 is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, herein referred to as the "STATE" and the CITY OF PRESCOTT, a political subdivision of the State of Arizona, herein referred to as the "SPONSOR". The State of Arizona, Arizona Department of Transportation and City of Prescott are collectively referred to as the "Parties", and individually as STATE, SPONSOR, and "Party".

**I. RECITALS**

1. The STATE is empowered by Arizona Revised Statutes Section 28-8202.D and 28-401.A to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the STATE.
2. The SPONSOR is empowered by Arizona Revised Statutes Section 28-8413 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the SPONSOR.
3. The STATE and SPONSOR desire to share in costs incident to pavement preservation at the Ernest A Love (Prescott), hereinafter referred to as the Project. It is contemplated that this Project will be constructed by the STATE during STATE fiscal year 2014. The Project will include TWY C, E & F Thin Asphalt Overlay/PFC. The STATE will pay all engineering, construction administration, and construction costs during the Project.
4. The estimated cost of the Project is \$608,343.00. The SPONSOR shall contribute 10% of the Project cost. Payment of 10% of the estimated Project Cost (\$60,834.30) is due and payable upon signing this Agreement and must be received by the STATE at its Arizona Department of Transportation, Multimodal Planning Division before Notice to Proceed for construction will be issued.

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

## **II. RESPONSIBILITIES**

### **1. The STATE shall:**

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

### **2. The SPONSOR shall:**

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

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

### **III. MISCELLANEOUS PROVISIONS**

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

10. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
11. This Agreement may be amended upon mutual Agreement of the Parties at any time when in the best interest of the STATE or SPONSOR.
12. Every payment obligation of the STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the STATE at any time. No liability shall accrue to the STATE in the event this provision is exercised, and the STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
13. All, Parties shall retain all data, books, and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214, 49 CFR 18.26 and the requirements of OMB Circular A-133.
14. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

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

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

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

16. To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.
17. Pursuant to Arizona Revised Statutes Sections 35-391 and 35-393, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes Section 35-391 or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.
18. Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the STATE and/or SPONSOR, without penalty or recourse.
19. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

**For Agreement Issues:**

	<b>Arizona Department of Transportation</b>	<b>City of Prescott</b>
<b>Contract Administrator</b>	Sally J. Palmer Contracts Administrator	Jeff Tripp Airport Manager
<b>Mailing Address</b>	Multimodal Planning Division Mail Drop 310B 206 S. 17 <sup>th</sup> Avenue Phoenix, AZ 85007	Prescott Municipal Airport 6546 Crystal Lane Prescott, AZ 86301
<b>Phone</b>	602-712-6732	(928) 777-1114
<b>Fax</b>	602-712-3046	
<b>Email</b>	<a href="mailto:spalmer@azdot.gov">spalmer@azdot.gov</a>	<a href="mailto:jeffrey.tripp@prescott-az.gov">jeffrey.tripp@prescott-az.gov</a>

**For Technical / Program Issues:**

	<b>Arizona Department of Transportation</b>	<b>City of Prescott</b>
<b>Project Manager</b>	Holly L. Hawkins, P.E. State Airport Engineer	Jeff Tripp Airport Manager
<b>Mailing Address</b>	MPD – Aeronautics Group Attn: APMS Mail Drop 426M 206 S. 17 <sup>th</sup> Avenue Phoenix, AZ 85007	Prescott Municipal Airport 6546 Crystal Lane Prescott, AZ 86301
<b>Phone</b>	602-712-8333	(928) 777-1114
<b>Fax</b>	602-712-3838	
<b>Email</b>	<a href="mailto:hhawkins@azdot.gov">hhawkins@azdot.gov</a>	<a href="mailto:jeffrey.tripp@prescott-az.gov">jeffrey.tripp@prescott-az.gov</a>

20. Attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this STATE to enter into this Agreement and that the Agreement is in proper form.

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

**City of Prescott**

**STATE OF ARIZONA  
Arizona Department of  
Transportation**

**By** \_\_\_\_\_

**By** \_\_\_\_\_

Joseph S. Omer, Director  
Multimodal Planning Division

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

APPROVAL OF CITY OF PRESCOTT

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013

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Attorney for City of Prescott

**Page Reserved for AZ AG Determination**

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## **EXHIBIT A SPONSOR ASSURANCES**

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

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

**COUNCIL AGENDA MEMO – June 25, 2013**

**DEPARTMENT:** Police Department

**AGENDA ITEM:** Adoption of Resolution No. 4187-1349 approving an Intergovernmental Agreement for the Creation and Participation in the Yavapai County Child Abduction Response Team (City Contract No. 2013-215)

**Approved By:**

**Date:**

**Department Head:** Jerald Monahan

**Finance Director:** Mark Woodfill

**City Manager:** Craig McConnell



6-17-13

**Summary**

Approval of this Intergovernmental Agreement (IGA) will enable the Police Department to assist in creating and participating with other county law enforcement agencies in the Yavapai County Child Abduction Response Team.

**Description**

The purpose of this Agreement is to create the Yavapai County Child Abduction Response Team (CART) to provide a pool of trained specialized investigators who are available to focus dedicated and intensive investigative, preventative, general law enforcement efforts primarily with regard to cases involving abducted children. CART agencies may request and render law enforcement assistance from other CART agencies in dealing with serious violations of law including, but not limited to, the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions), the rescue of the abducted child or children, and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options).

The relative locations of the parties make it advantageous to enter into this particular Agreement in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity such as that described above.

**Financial Impact**

Fiscal impact is determined by the amount of personnel assigned to cases where the CART team is activated. Each participating agency is responsible for the costs associated in utilizing their own personnel on cases applicable to this IGA.

- Attachments** - Resolution No. 4187-1349
- IGA

**Recommended Action:** MOVE to adopt Resolution No. 4187-1349.

**RESOLUTION NO. 4187-1349**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF PRESCOTT, YAVAPAI COUNTY, THROUGH THE YAVAPAI COUNTY SHERIFF'S OFFICE, THE TOWN OF PRESCOTT VALLEY, THE TOWN OF CHINO VALLEY, THE TOWN OF CLARKDALE, THE CITY OF SEDONA, THE TOWN OF CAMP VERDE, THROUGH THE CAMP VERDE MARSHAL'S OFFICE, AND THE CITY OF COTTONWOOD, FOR THE CREATION AND OPERATION OF THE YAVAPAI COUNTY CHILD ABDUCTION RESPONSE TEAM.**

**RECITALS:**

WHEREAS, the City of Prescott ("Prescott") has the authority pursuant to its Charter, A.R.S. §9-240, §11-952 and §13-3872 to enter into intergovernmental ("IGA") and mutual aid agreements for purposes of carrying out its responsibilities and to provide for the joint exercise of any powers common to public entities and for the provision of mutual aid among public entities; and

WHEREAS, the above-referenced public entities desire to create and operate the Yavapai County Child Abduction Response Team ("YCART") through an IGA; and

WHEREAS, the primary goal of YCART will be to provide a pool of specialized investigators available for, and dedicated to, the investigation, prevention and general law enforcement services to cases involving abducted children; and

WHEREAS, it is in the best interests of the City of Prescott, and will serve the health, safety and welfare of the citizens of Prescott, to enter into an IGA with other public entities located in Yavapai County to establish and operate the YCART.

**ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby authorizes entering into an IGA with Yavapai County, through the Yavapai County Sheriff's Office, the Town of Prescott Valley, the Town of Chino Valley, the Town of Clarkdale, the City of Sedona, the Town of Camp Verde, through the Camp Verde Marshal's Office, and the City of Cottonwood for the creation and operation of the Yavapai County Child Abduction Response Team.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the IGA between the City of Prescott and the aforementioned public entities and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
JON M. PALADINI  
City Attorney

**INTERGOVERNMENTAL AGREEMENT  
FOR THE CREATION AND PARTICIPATION IN THE  
YAVAPAI COUNTY CHILD ABDUCTION RESPONSE TEAM  
City of Prescott No. 2013-215**

This agreement is entered into pursuant to A.R.S. §11-951 *et seq.*, and A.R.S. §13-3872 *et seq.*, among the Yavapai County Sheriff's Office, the Town of Prescott Valley, Town of Chino Valley, Town of Clarkdale, City of Prescott, City of Sedona, Camp Verde Marshal's Office, and the City of Cottonwood. The aforementioned agencies shall herein after be known collectively as the Yavapai Child Abduction Response Team (Ycart) agencies and any other public agencies, as that term is defined in A.R.S. §11-A.R.S. *et seq.*, which after invitation by the CART chiefs comply with the provisions of A.R.S. §11-951 *et seq.*, and files an authorizing document with the county recorder in the county in which the agency is located in that references this agreement. A public agency shall become a party to this agreement as of the date that agency files with the appropriate county recorder, notwithstanding that A.R.S. §11-951 *et seq.*, no longer requires such recording. Each CART agency shall provide a copy of its fully executed agreement to every other member agency. In addition to the above, all members to this agreement may also be collectively known as or referred to as the parties.

**I. PURPOSE**

The purpose of this agreement is to create the Yavapai County Child Abduction Response Team (Ycart). The primary goal of the Yavapai County Child Abduction Response Team is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, general law enforcement efforts primarily with regard to cases involving abducted children. CART agencies may request and render law enforcement assistance from other CART agencies in dealing with serious violations of law including, but not limited to, the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions, as appropriate), the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options as appropriate).

Additionally the location of each party's jurisdiction in relation to each other makes it advantageous to enter this particular agreement in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity such as that described above.

**II. AUTHORITY**

The parties are authorized and empowered to enter into this agreement pursuant to A.R.S. §11-951 *et seq.*, A.R.S. §13-3872 *et seq.*, and the respective provisions of their city charters, tribal constitution or other governing statute or authority.

If any Native American tribe that is a party to this agreement requests CART assistance, all assisting CART members shall be granted tribal peace officer authority for the duration of the CART activation within the applicable tribal jurisdiction.

### **III. ACTIVATION, PROCEDURES AND RESOURCES**

A. Any party to the agreement may request activation of CART. It shall be the responsibility of the party requesting activation to contact assigned team leaders via the law enforcement communications center of each party.

B. The party that has jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular CART activation with support from CART agencies.

C. Two CART leaders will be selected by the CART members subject to final approval of the chief law enforcement officers (chiefs) of the CART agencies on a rotating basis for a term of at least one year, which shall correspond with the effective date of the agreement. In the event that a team leader is unable to complete his or her term due to resignation from his or her agency or for any other reason, the CART members shall appoint a replacement subject to final approval of the chiefs.

D. The CART leaders or designees will be responsible for coordinating on-going training, meetings or other necessary supporting functions in support of the operational effectiveness of CART. Leaders shall be responsible for mediating any jurisdictional disputes between the parties during a CART activation. In the event such mediation fails, the issue shall be brought to the attention of the CART chiefs for appropriate resolution.

E. Each party shall to the best of its ability make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any CART activation. Each party shall designate a primary CART member to participate in activations, meetings, trainings, etc. Each party shall immediately inform the other CART agencies when such designations change. In the event a primary CART member is not available or as the situation dictates, a CART agency may provide officers not normally designated as CART members in support of a CART activation.

F. Each party shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a CART activation.

### **IV. COSTS AND REIMBURSEMENTS**

The parties will be responsible for any and all associated costs accrued in implementing this agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any party receives grant funds designated for the Yavapai County Child Abduction Response Team, some or all of these expenses may be reimbursed to the parties. In no event

shall any party charge other parties for any administrative fees for any work performed pursuant to this agreement.

## **V. NONDISCRIMINATION**

The parties to this agreement shall comply with all applicable provisions of state and federal nondiscrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian community is subject to 25 U.S.C. §450e(c). No party shall engage in any form of illegal discrimination.

## **VI. INDEMNIFICATION**

To the extent permitted by law, each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this agreement which are the result of any act or omission of the party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this agreement. Failure of a party to comply with the terms of this agreement shall not provide the basis of any third party against any of the parties.

## **VII. GOVERNING LAW**

The laws of the State of Arizona shall govern this agreement. Venue will be in the Yavapai County Superior Court unless the subject matter of the dispute involves an Indian community then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this agreement, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

## **VIII. DURATION AND CANCELLATION OF AGREEMENT**

A. This agreement shall become effective upon execution by the parties hereto and filing with the appropriate county recorder and shall remain in effect until July 1, 2020, unless otherwise terminated by the terms of this agreement or operation of law. Failure by one or more parties to execute the agreement shall not invalidate the agreement as to those parties who did so. Any party may withdraw from this agreement with or without cause by giving thirty calendar days written notice to the other parties to the agreement.

B. This agreement may be administratively extended by each party at the direction of the chief law enforcement officer for each party on or before the termination date for a period of an additional five years by notifying the other parties in writing. Any party which fails to do so by the termination date listed above shall no longer be a party to the agreement.

**IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S. §38-511 *et seq.***

The parties reserve all rights that each may have to cancel this agreement for possible conflicts of interest under A.R.S. §38-511 *et seq.*, as amended.

**X. MULTIPLE COUNTERPARTS**

This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

**XI. WORKER'S COMPENSATION**

Pursuant to A.R.S. §23-1022(D) *et seq.*, for the purposes of worker's compensation coverage, all employees of each party covered by this agreement shall be deemed to be an employee of all parties. The parent agency shall be solely liable for payment of worker's compensation benefits.

**XII. OTHER PROVISIONS**

A. In the event that any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

B. This agreement contains the entire understanding between the parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This agreement may be amended only by an instrument in writing and signed by all the participating parties. The waiver of any breach of this agreement shall not be deemed to amend this agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

C. This agreement shall be recorded with the appropriate county recorder as described above upon its execution and a copy shall be forwarded to each party.

D. Pursuant to A.R.S. §35-391.06 *et seq.*, and A.R.S. §35-393.06 *et seq.*, each party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §35-391 *et seq.*, and A.R.S. §35-393 *et seq.*, in either Sudan or Iran.

E. Nothing within this agreement shall be construed to limit the ability of participating Yavapai County Child Abduction Response Team members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

### **XIII. COMPLIANCE WITH E-VERIFY PROGRAM**

A. To the extent provisions of A.R.S. §41-4401 *et seq.*, are applicable, all parties warrant to each party that they will comply with all federal immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A) *et seq.*

B. A breach of this warranty will be considered a material breach of this agreement and may subject the breaching party to penalties up to and including termination of this agreement.

C. All of the parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontractors to ensure compliance with the warranty given above.

D. Any party may conduct a random verification of the employment records of any other party to ensure compliance with this warranty.

E. A party will not be considered in material breach of this agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USC §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A) *et seq.* The provisions of this article must be included in any contract either party enters into with any and all of its contractors or subcontractors who provide services under this agreement.

### **XIV. NOTICES**

Any notice required to be given under this agreement will be provided to all parties to this agreement. The CART leaders shall compile a list of each party's address, phone number and contact person and distribute said list to each member to this agreement.

IN WITNESS WHEREOF, the party named below has executed this agreement on \_\_\_\_\_.

**City of Prescott**

By: \_\_\_\_\_  
Marlin Kuykendall  
Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Lynn Mulhall  
City Clerk

Reviewed  
By: \_\_\_\_\_  
Jon M. Paladini  
City Attorney

In accordance with A.R.S. §11-952, this agreement has been reviewed by the undersigned who determined that this agreement is in appropriate form and is within the powers and authority of the respective parties.

\_\_\_\_\_  
Jon M. Paladini  
City Attorney

Date: \_\_\_\_\_

<b>COUNCIL AGENDA MEMO – June 25, 2013</b>
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<b>DEPARTMENT:</b> Fire
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<b>AGENDA ITEM:</b> Adoption of Resolution No. 4176-1338 approving renewal of an annual Intergovernmental Agreement with Yavapai County Emergency Services for unified emergency management (City Contract No. 2011-464).
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<b>Approved By:</b>	<b>Date:</b>
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<b>Department Head:</b> Dan Fraijo, Fire Chief	
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<b>Finance Director:</b> Mark Woodfill	
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<b>City Manager:</b> Craig McConnell	<i>Craig McConnell</i>	6-17-13
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### Background

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

### Intergovernmental Agreement

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

Benefits provided to the City during the past year include:

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

### Financial Impact

The annual cost of \$17,132.00 for services provided under this agreement has been budgeted by the City, and will be billed quarterly by Yavapai County.

<b>Recommended Action:</b> MOVE to adopt Resolution No. 4176-1338.
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**RESOLUTION NO. 4176-1338**

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

**RECITALS:**

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

WHEREAS, ARS §§11-951 and 11-952, and the Prescott City Charter authorize "public agencies" such as Prescott and Yavapai County to enter into intergovernmental agreements to contract for services and facilities; and

WHEREAS, it is in the best interests of the citizens of Prescott to enter into this IGA.

**ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby approves entering into an IGA with Yavapai County that establishes unified emergency management for the tri-city area.

Section 2. THAT the City of Prescott will pay the total amount of \$17,132.00, billed quarterly, to Yavapai County for the services provided.

Section 3. THAT the Mayor and Staff are hereby authorized to execute an IGA between Prescott and Yavapai County for unified emergency management, and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
JON M. PALADINI  
City Attorney



YAVAPAI COUNTY  
Office of Emergency Management



May 21, 2013

Ms. Lynn Mulhall, Clerk  
City of Prescott  
201 S. Cortez  
Prescott, AZ 86305

*City of Prescott No.*

*2013-200*

Re: Annual Unified Emergency Management IGA

Dear Ms. Mulhall:

Enclosed is the Unified Emergency Management Intergovernmental Agreement (IGA) for fiscal year July 1, 2013 through June 30, 2014. Please obtain the appropriate signatures and **return all three originals to the office of Yavapai County Emergency Management** at your earliest convenience.

The IGA will then be signed by the Yavapai County Board of Supervisors, recorded, and one original will be returned to you.

Some benefits provided to the City during the past year include:

- Notification of hazardous conditions
- Update of Disaster Response Plan
- Completion of the Multi-Jurisdictional Hazard Mitigation Plan
- Completion of the Communities Wildland Protection Plan
- On call status 24/7
- On call 24/7 alternative communications capability (Amateur Radio)
- Monitor and assist with compliance on Homeland Security training & reporting mandates
- Homeland Security and emergency management training classes at no cost
- Exercise Development

Please forward the attached invoice to your Finance Department. Please remit payment to Yavapai County Office of Emergency Management no later than October 31<sup>st</sup>, 2013.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Deriny Foulk, M.S., EMHS  
Coordinator  
Yavapai County Emergency Management

Enclosures

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

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and the CITY OF PRESCOTT, a municipal corporation of the State of Arizona, hereinafter called "City" as follows:

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

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

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

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

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

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

and Guides;

- e. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the City;
- f. Budget and contribute to the County for the fiscal year commencing July 1, 2013 and ending June 30, 2014, the sum of \$17,132.00.

5. It is hereby mutually agreed:

- a. The Yavapai County Office of Emergency Management will include representation of all signatory parties;
- b. The Yavapai County Office of Emergency Management shall be comprised of a County Director appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;
- c. The County Emergency Management Director who is and shall be appointed by the Yavapai County Board of Supervisors, shall act as the Director of the Yavapai County Joint Office of Emergency Management;
- d. The term of this agreement is for one year commencing July 1, 2013, and may be extended from year to year by mutual agreement of the parties prior to June 30 of the term, stating the compensation to be paid for service during such extended term and other charges;
- e. Pursuant to ARS ' 38-511, the parties may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of that party is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, that party may further elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of that party from any other party to the agreement arising as a result of this agreement.

YAVAPAI COUNTY  
A political subdivision of the State of Arizona

By: \_\_\_\_\_ Date: \_\_\_\_\_  
CHIP DAVIS  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
ANNA WAYMAN-TRUJILLO  
County Clerk

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

\_\_\_\_\_ Date: \_\_\_\_\_  
JACK FIELDS  
Deputy County Attorney

CITY OF PRESCOTT  
A municipal corporation of the State of Arizona

By: *Marlin Kuykendall* Date: 6.4.2013  
MARLIN KUYKENDALL  
Mayor

ATTEST:

*Lynn Mulhall* Date: 6.4.2013  
LYNN MULHALL  
City Clerk

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

\_\_\_\_\_ Date: \_\_\_\_\_  
JOHN PALADINI  
City Attorney

## Attachment A

### LIST OF DEFINITIONS

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

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

**Attachment B**

# **Yavapai County**

## **EMERGENCY MANAGEMENT / HOMELAND SECURITY**

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

**SERVICES:**

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

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

**COUNCIL AGENDA MEMO – June 25, 2013**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Adoption of Resolution Nos. 4184-1346, 4181-1343, 4182-1344, and 4183-1345, approving four intergovernmental agreements with the State of Arizona, through its Department of Transportation, for four Safe Routes to School Infrastructure Projects near various Prescott public schools (City Contract Nos. 2013-210, 2013-211, 2013-212, and 2013-213)

**Approved By:**

**Date:**

<b>Department Head:</b> Mark Nietupski	6/13/13
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	6-19-13

**Item Summary**

This item is to authorize four (4) Intergovernmental Agreements (IGAs) with the State of Arizona, through its Department of Transportation (ADOT), for Safe Routes to School Infrastructure Grant Projects benefitting public rights-of-way surrounding Lincoln Elementary School, Washington Traditional School, Mile High Middle School, Taylor Hicks Elementary, and Miller Valley Elementary School The IGAs recite the responsibilities of the City and State pertaining to the funding, scoping, design, construction and maintenance of the infrastructure improvements near each school location.

**Background**

In December of 2007 and 2008, Council authorized submittal of grant applications to ADOT, in partnership with Prescott Alternative Transportation (PAT), for four (4) Safe Route to School Infrastructure Projects at five (5) local Prescott schools. Subsequently all four of the City’s grant applications were selected and have been in the preliminary planning stages with ADOT’s Multimodal Planning Division. These grants provide funding for the scoping, design, and construction of new sidewalks, Americans with Disabilities Act (ADA) compliant ramps, striping, signing, crosswalks, and other improvements to enhance pedestrian and bicycle access to and from the selected schools. Specific improvements for each project will be determined during the scoping and design process between the consulting Engineer and the Public Works Department with input from the Prescott Unified School District and area stakeholders.

Under the terms of the IGA, the State will provide funding for the construction of the projects.

**Agenda Item:** Adoption of Resolution Nos. 4184-1346, 4181-1343, 4182-1344, and 4183-1345, approving four intergovernmental agreements with the State of Arizona, through its Department of Transportation, for four Safe Routes to School Infrastructure Projects near various Prescott public schools (City Contract Nos. 2013-210, 2013-211, 2013-212, and 2013-213)

## Budget

The grants to be awarded for each of the four projects and are 100% federally funded under the Federal-aid Safe Routes to School Program (SRTS) program of SAFETEA-LU Program Section 1404. No matching funds or ADOT review fees are required to be paid by the City. The City will neither be required to budget nor advance funding for each project as the State will make payments directly to the contractor and on-call consultant upon receipt of invoice.

The standard ADOT IGA template provides that if the project costs exceed the authorized grant amounts, the additional costs are the responsibility of the grantee (City). However, Public Works will carefully manage the scope of work on all projects to ensure that costs are held within the grant amounts. If necessary, work can/will be reduced prior to any contract award made by the State on the City's behalf.

### Estimated Project Costs included in IGAs

Lincoln Elementary School (IGA/JPA 12-146-I)	\$285,515.00
Washington Traditional School (IGA/JPA 12-145-I)	\$190,659.00
Mile High Middle School (IGA/JPA 12-143-I)	\$312,847.00
Taylor Hicks/Miller Valley Elementary School (IGA/JPA 12-144-I)	<u>\$335,532.00</u>
Total Project(s) Budget (100% reimbursed federally funded)	\$1,124,553.00

## Attachments

- Intergovernmental Agreement(s)
- Resolution(s)
- Location Map

**Recommended Action:** **MOVE** to adopt: (1) Resolution No. 4184-1346; (2) Resolution No. 4181-1343; (3) Resolution No. 4182-1344; and (4) Resolution No. 4183-1345 (City Contract Nos. 2013-210, 2013-211, 2013-212, and 2013-213).

ADOT File No.: IGA/JPA 12-146-I  
ADOT CAR No. 13-0000627-I  
AG Contract No.: P001-20130000985  
Project: SRTS Infrastructure  
Section: Park Avenue at Aztec Street  
Prescott Unified School District  
**Federal Project No.: PRS-0(207)D**  
**ADOT Project No.: SF029 02D & 01C**  
**TIP/STIP No.: CY-PRS-12-12**  
**Budget Source Item No.: N/A**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF PRESCOTT (No. 2013-210)

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

### I. RECITALS

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

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

3. The Safe Routes to School Program (SRTS) was established and signed in August 10<sup>th</sup>, 2005 of the SAFETEA-LU program Section 1404. The SRTS Program provides federal funds to State Departments of Transportation to create and administer SRTS programs in accordance with a formula specified by legislation. The State and City have identified the project within the City as eligible for this funding.

4. The work proposed under this Agreement will involve sidewalk panel repairs, the extension of four-foot concrete sidewalks, landscaping, road striping, sign enhancements and sidewalk markings, traffic signal pedestrian countdown heads, and ADA ramps and transitions that will be installed within school property and on Local City right-of-way, hereinafter referred to as the "Project".

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.

6. The City has submitted an application to the State for eligible SRTS funding and has been approved by FHWA and the State for Federal funding. The State is requesting the Federal funds to be authorized for the project by reason of Federal law and regulations and shall be the City's designated agent.

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7. The Project lies within the boundary of the City and has been selected by the City and the survey of the project site has been completed. The plans estimates and specifications for the Project will be

prepared and as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

8. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

9. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

**ADOT Project No. SF029 02D & 01C**

100 % Federal funds amount:

<u>Preliminary Estimated Costs For Design Stages</u>	\$156,500.00
<u>Construction</u>	<u>\$129,015.00</u>

**Preliminary Estimated Project Costs for Design & Construction      \$285,515.00**

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

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

**II. SCOPE OF WORK**

1. The State will:

a. Agree to be the designated agent for the City upon execution of this Agreement and if such project is approved by FHWA and project funds are available.

b. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping and design. Request the maximum programmed federal funds for the scoping and design of this Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of Project plans and specifications.

c. On behalf of the City, use one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the design and post-design of the project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the City as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right of way clearance after review of the Consultant's right of way submittal.

d. Submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project. Upon authorization by FHWA and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

e. Not be obligated to incur any expenditure on behalf of the City in excess of the amount referenced herein. Should costs exceed the maximum Federal funds available, or unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this Agreement, it is understood and agreed that the City will be responsible for any overage.

f. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate and to turn over full responsibility of the Project improvements to the City. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 90 days of final acceptance.

g. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

h. Will continuously evaluate the City's program based on the regular submittal of evaluation data as required and identified in the project application. Should either of these not be met, State SRTS Project Coordinator maintains the right to discontinue the award.

2. The City will:

a. Upon execution of this Agreement, designate the State as the authorized agent for the City if such project is approved by FHWA and project funds are available.

b. Allow the State to enter into an agreement with the selected Consultant to provide services as required and requested throughout the design and post-design of the project. Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

c. Assist the State and its on-call design consultant with all right of way activities and functions performed by the Consultant, including, but not specifically limited to, right of way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management.

d. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

f. Not permit or allow any encroachments upon or private use of the area within the construction limits, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

g. Hereby grant the State, its agents and/or contractors, without cost, the right to enter City Rights-of-Way, as required, to conduct any and all design, construction and preconstruction related activities.

h. Submit the following progress reports and project evaluation forms as required by the Federal Safe Routes to School Program and State Program:

- i.) Before the Safe Routes to Schools(SRTS) Coordinator will issue a "Notice to Proceed" (NTP) that SRTS program funding can be used for the project's eligible activities, baseline data reflecting the first full school month after the project has been selected must use the "Student Arrival and Departure Tally Sheet" and be collected and submitted to the coordinator.
- ii.) At project completion (before the final reimbursement request is submitted complete and submit the Project Close-Out Evaluation Form.
- iii.) Twice annually, attached to a corresponding quarterly reimbursement request, submit a report, not be more than one page in length, of your program's progress as identified in the project application to the State SRTS Program Coordinator. The report should not be more than one page in length.

i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

j. Upon completion of the Project, assume responsibility for maintenance of the Project, at its own expense and as an annual item in its budget. Provide proper, on-going maintenance of the Project through the duration of the expected useful life of the materials as constructed in place.

k. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after Federal funds were first made available.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provision of this Agreement shall remain in force and effect until completion of said project and related deposits or reimbursements, except any provisions for maintenance, shall be perpetual. Further, this Agreement may be canceled at any time prior to the award of the Project construction contract, upon thirty days (30) written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition,

misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

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

5. The City and State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

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

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

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

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

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

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

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

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

City of Prescott  
Attn: Ian Mattingly, P.E.  
City Traffic Engineer  
Public Works  
433 N. Virginia Street  
Prescott, Arizona 86301  
Phone (928) 777-1683  
ian.mattingly@prescott-az.gov

Arizona Department of Transportation  
Attn: Brian Fellows  
Safe Routes To School Program Coordinator  
1615 W. Jackson St. EM10  
Phoenix, AZ 85007

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

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

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

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

---

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

**CITY OF PRESCOTT**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
MARLIN KUYKENDALL

By \_\_\_\_\_  
DALLAS HAMMIT  
Senior Deputy Engineer, Development

**ATTEST:**

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

**ATTORNEY APPROVAL FORM FOR THE CITY OF PRESCOTT**

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Gary Kidd, City Attorney

ADOT File No.: IGA/JPA 12-143-I  
ADOT CAR No. 13-0000699-I  
AG Contract No.: P001-2013000982  
Project: SRTS Infrastructure  
Section: Granite Street at Carleton  
Street and Aubrey Street  
Prescott Unified School District  
**Federal Project No.: PRS-0(206)D**  
**ADOT Project No.: SF028 02D & 01C**  
**TIP/STIP No.: CY-PRS-12-04**  
**Budget Source Item No.: N/A**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF PRESCOTT (No. 2013-211)

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

### I. RECITALS

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

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

3. The Safe Routes to School Program (SRTS) was established and signed in August 10<sup>th</sup>, 2005 of the SAFETEA-LU program Section 1404 of this legislation provides funding (for the first time) for State Departments of Transportation to create and administer SRTS programs. The State and City have identified the project within the City as eligible for this funding.

4. The work proposed under this Agreement will consist of installation of four-foot sidewalks, landscaping, handrails, chain link gate, signs, bike racks, ADA ramps and ramp transitions, and crosswalks that will be installed within school properties and on local City rights-of-way. The project will also require certain corrections, including restriping, relocation of school signs and corrections to driveways, hereinafter referred to as the "Project".

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.

6. The application has been submitted to the State for eligible SRTS funding and has been approved by FHWA and the State for Federal funding. The State is requesting the Federal funds to be authorized for the project by reason of Federal law and regulations and shall be the City's designated agent.

---

7. The Project lies within the boundary of the City and has been selected by the City and the survey of the project site has been completed. The plans estimates and specifications for the Project will be prepared and as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

8. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

9. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

**ADOT Project No. SF028 02D & 01C**

100 % Federal funds amount:

<u>Preliminary Estimated Costs For Design Stages</u>	\$ 78,500.00
Construction	<u>\$234,347.00</u>

**Preliminary Estimated Project Costs for Design & Construction      \$312,847.00**

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

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

**II. SCOPE OF WORK**

1. The State will:

a. Agree to be the designated agent for the City upon execution of this Agreement and if such project is approved by FHWA and project funds are available.

b. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping and design. Request the maximum programmed federal funds for the scoping and design of this Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of Project plans and specifications.

c. On behalf of the City, use one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the design and post-design of the project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the City as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right of way clearance after review of the Consultant's right of way submittal.

d. Submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project. Upon authorization by FHWA and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

e. Not be obligated to incur any expenditure on behalf of the City in excess of the amount referenced herein. Should costs exceed the maximum Federal funds available, or unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this Agreement, it is understood and agreed that the City will be responsible for any overage. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

f. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate and to turn over full responsibility of the Project improvements to the City. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 90 days of final acceptance.

g. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

h. Will continuously evaluate the City's program based on the regular submittal of evaluation data as required and identified in the project application. Should either of these not be met, State SRTS Project Coordinator maintains the right to discontinue the award.

2. The City will:

a. Upon execution of this Agreement, designate the State as the authorized agent for the City if such project is approved by FHWA and project funds are available.

b. Allow the State to enter into an agreement with the selected Consultant to provide services as required and requested throughout the design and post-design of the project. Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

c. Assist the State and its on-call design consultant with all right of way activities and functions performed by the Consultant, including, but not specifically limited to, right of way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management.

d. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

f. Not permit or allow any encroachments upon or private use of the area within the construction limits, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

g. Hereby grant the State, its agents and/or contractors, without cost, the right to enter City Rights-of-Way, as required, to conduct any and all design, construction and preconstruction related activities.

h. Submit the following progress reports and project evaluation forms as required by the Federal Safe Routes to School Program and State Program:

- i.) Before the Safe Routes to Schools(SRTS) Coordinator will issue a "Notice to Proceed" (NTP) that SRTS program funding can be used for the project's eligible activities, baseline data reflecting the first full school month after the project has been selected must use the "Student Arrival and Departure Tally Sheet" and be collected and submitted to the coordinator.
- ii.) At project completion (before the final reimbursement request is submitted complete and submit the Project Close-Out Evaluation Form.
- iii.) Twice annually, attached to a corresponding quarterly reimbursement request, submit a report, not be more than one page in length, of your program's progress as identified in the project application to the State SRTS Program Coordinator. The report should not be more than one page in length.

i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

j. Upon completion of the Project, assume responsibility for maintenance of the Project, at its own expense and as an annual item in its budget. Provide proper, on-going maintenance of the Project through the duration of the expected useful life of the materials as constructed in place.

k. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after Federal funds were first made available.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provision of this Agreement shall remain in force and effect until completion of said project and related deposits or reimbursements, except any provisions for maintenance, shall be perpetual. Further, this Agreement may be canceled at any time prior to the award of the Project construction contract, upon thirty days (30) written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments,

agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

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

5. The City and State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

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

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

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

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

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

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

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

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

City of Prescott  
Attn: Ian Mattingly, P.E.  
City Traffic Engineer  
Public Works  
433 N. Virginia Street  
Prescott, Arizona 86301

Phone (928) 777-1683  
lan.mattingly@prescott-az.gov

Arizona Department of Transportation  
Safe Routes To School Program Coordinator  
Attn: Brian Fellows  
1615 W. Jackson St. EM10  
Phoenix, AZ 85007

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

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

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

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

---

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

**CITY OF PRESCOTT**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
MARLIN KUYKENDALL

By \_\_\_\_\_  
DALLAS HAMMIT  
Senior Deputy Engineer, Development

**ATTEST:**

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

**IGA/JPA 12-143-I**  
**CAR No. 13-0000699-I**

**ATTORNEY APPROVAL FORM FOR THE CITY OF PRESCOTT**

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Gary Kidd, City Attorney

ADOT File No.: IGA/JPA 12-144-I  
ADOT CAR No. 13-0000698-I  
AG Contract No.: P001-2013000984  
Project: SRTS Infrastructure  
Section: Campbell Avenue and  
Miller Valley Road  
Prescott Unified School District  
**Federal Project No.: PRS-0(208)D**  
**ADOT Project No.: SF030 02D & 01C**  
**TIP/STIP No.: CY-PRS-12-08**  
**Budget Source Item No.: N/A**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF PRESCOTT (No. 2013-212)

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

### I. RECITALS

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

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

3. The Safe Routes to School Program (SRTS) was established in August 10<sup>th</sup>, 2005 of the SAFETEA-LU program Section 1404 of this legislation provides funding (for the first time) for State Departments of Transportation to create and administer SRTS programs. The State and City have identified the project within the City as eligible for this funding.

4. The work proposed under this Agreement will consist of design and installation of sidewalks, signs, ADA ramps and ramp transitions, and crosswalks that will be installed within school properties and on local City rights-of-way. The project will also require certain corrections, including chain link fence gate modifications and relocation of mailboxes, hereinafter referred to as the "Project".

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law regulations. The State shall be the designated agent for the City.

6. The application has been submitted to the State for eligible SRTS funding and has been approved by FHWA and the State for Federal funding. The State is requesting the Federal funds to be authorized for the project by reason of Federal law and regulations and shall be the City's designated agent.

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7. The Project lies within the boundary of the City and has been selected by the City and the survey of the project site has been completed. The plans estimates and specifications for the Project will be prepared and as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

8. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

9. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

**ADOT Project No. SF030 02D & 01C**

100 % Federal funds amount:

<u>Preliminary Estimated Costs For Design Stages</u>	\$ 95,500.00
Construction	<u>\$240,023.00</u>

**Preliminary Estimated Project Costs for Design & Construction      \$335,523.00**

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

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

**II. SCOPE OF WORK**

1. The State will:

a. Agree to be the designated agent for the City upon execution of this Agreement and if such project is approved by FHWA and project funds are available.

b. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping and design. Request the maximum programmed federal funds for the scoping and design of this Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of Project plans and specifications.

c. On behalf of the City, use one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the design and post-design of the project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the City as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right of way clearance after review of the Consultant's right of way submittal.

d. Submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project. Upon authorization by FHWA and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

e. Not be obligated to incur any expenditure on behalf of the City in excess of the amount referenced herein. Should costs exceed the maximum Federal funds available, or unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this Agreement, it is understood and agreed that the City will be responsible for any overage.

f. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate and to turn over full responsibility of the Project improvements to the City. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 90 days of final acceptance.

g. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

h. Will continuously evaluate the City's program based on the regular submittal of evaluation data as required and identified in the project application. Should either of these not be met, State SRTS Project Coordinator maintains the right to discontinue the award.

2. The City will:

a. Upon execution of this Agreement, designate the State as the authorized agent for the City if such project is approved by FHWA and project funds are available.

b. Allow the State to enter into an agreement with the selected Consultant to provide services as required and requested throughout the design and post-design of the project. Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

c. Assist the State and its on-call design consultant with all right of way activities and functions performed by the Consultant, including, but not specifically limited to, right of way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management.

d. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

f. Not permit or allow any encroachments upon or private use of the area within the construction limits, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

g. Hereby grant the State, its agents and/or contractors, without cost, the right to enter City Rights-of-Way, as required, to conduct any and all design, construction and preconstruction related activities.

h. Submit the following progress reports and project evaluation forms as required by the Federal Safe Routes to School Program and State Program:

- i.) Before the Safe Routes to Schools(SRTS) Coordinator will issue a "Notice to Proceed" (NTP) that SRTS program funding can be used for the project's eligible activities, baseline data reflecting the first full school month after the project has been selected must use the "Student Arrival and Departure Tally Sheet" and be collected and submitted to the coordinator.
- ii.) At project completion (before the final reimbursement request is submitted complete and submit the Project Close-Out Evaluation Form.
- iii.) Twice annually, attached to a corresponding quarterly reimbursement request, submit a report, not be more than one page in length, of your program's progress as identified in the project application to the State SRTS Program Coordinator. The report should not be more than one page in length.

i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

j. Upon completion of the Project, assume responsibility for maintenance of the Project, at its own expense and as an annual item in its budget. Provide proper, on-going maintenance of the Project through the duration of the expected useful life of the materials as constructed in place.

k. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after Federal funds were first made available.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provision of this Agreement shall remain in force and effect until completion of said project and related deposits or reimbursements, except any provisions for maintenance, shall be perpetual. Further, this Agreement may be canceled at any time prior to the award of the Project construction contract, upon thirty days (30) written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and

from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

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

5. The City and State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

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

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

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

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

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

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

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

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

City of Prescott  
Attn: Ian Mattingly, P.E.  
City Traffic Engineer  
Public Works  
433 N. Virginia Street  
Prescott, Arizona 86301  
Phone (928) 777-1683

Arizona Department of Transportation  
Safe Routes To School Program Coordinator  
Attn: Brian Fellows  
1615 W. Jackson St. EM10  
Phoenix, AZ 85007

ian.mattingly@prescott-az.gov

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

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

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

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

---

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

**CITY OF PRESCOTT**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
MARLIN KUY KENDALL

By \_\_\_\_\_  
DALLAS HAMMIT  
Senior Deputy Engineer, Development

**ATTEST:**

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

June 4<sup>th</sup> 2013-ly

**ATTORNEY APPROVAL FORM FOR THE CITY OF PRESCOTT**

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013

\_\_\_\_\_  
Gary Kidd, City Attorney

ADOT File No.: IGA/JPA 12-145-I  
ADOT CAR No. 13-0000697-I  
AG Contract No.: P001-2013000983  
Project: SRTS Infrastructure  
Section: Gurley Street at  
Alarcon Street and Pleasant Street  
Prescott Unified School District  
**Federal Project No.: PRS-0(205)D**  
**ADOT Project No.: SF027 02D & 01C**  
**TIP/STIP No.: CY-PRS-12-11**  
**Budget Source Item No.: N/A**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF PRESCOTT (No. 2013-213)

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

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
  2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
  3. The Safe Routes to School Program (SRTS) was established in August 10<sup>th</sup>, 2005 of the SAFETEA-LU program Section 1404 of this legislation provides funding (for the first time) for State Departments of Transportation to create and administer SRTS programs. The State and City have identified the project within the City as eligible for this funding.
  4. The work proposed under this Agreement will involve replacement and installation of four-foot concrete sidewalks, installation of signs and sidewalk markings, and ADA termination ramps that will be installed within school property and on local City right-of-way. The project will also require certain corrections, including electric power pole relocation and sidewalk and driveway reconstruction, hereinafter referred to as the "Project".
  5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.
  6. The City has submitted an application to the State for eligible SRTS funding and has been approved by FHWA and the State for Federal funding. The State for is requesting the Federal funds to be authorized for the project by reason of Federal law and regulations and shall be the City's designated agent.
-

7. The Project lies within the boundary of the City and has been selected by the City and the survey of the project site has been completed. The plans estimates and specifications for the Project will be prepared and as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

8. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

9. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

**ADOT Project No. SF027 02D & 01C**

100 % Federal funds amount:

<u>Preliminary Estimated Costs For Design Stages</u>	\$ 78,500.00
Construction	<u>\$112,159.00</u>

**Preliminary Estimated Project Costs for Design & Construction      \$190,659.00**

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

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

**II. SCOPE OF WORK**

1. The State will:

a. Agree to be the designated agent for the City upon execution of this Agreement and if such project is approved by FHWA and project funds are available.

b. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping and design. Request the maximum programmed federal funds for the scoping and design of this Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of Project plans and specifications.

c. On behalf of the City, use one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the design and post-design of the project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the City as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right of way clearance after review of the Consultant's right of way submittal.

d. Submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project. Upon authorization by FHWA and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

e. Not be obligated to incur any expenditure on behalf of the City in excess of the amount referenced herein. Should costs exceed the maximum Federal funds available, or unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this Agreement, it is understood and agreed that the City will be responsible for any overage.

f. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate and to turn over full responsibility of the Project improvements to the City. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 90 days of final acceptance.

g. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

h. Will continuously evaluate the City's program based on the regular submittal of evaluation data as required and identified in the project application. Should either of these not be met, State SRTS Project Coordinator maintains the right to discontinue the award.

2. The City will:

a. Upon execution of this Agreement, designate the State as the authorized agent for the City if such project is approved by FHWA and project funds are available.

b. Allow the State to enter into an agreement with the selected Consultant to provide services as required and requested throughout the design and post-design of the project. Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

c. Assist the State and its on-call design consultant with all right of way activities and functions performed by the Consultant, including, but not specifically limited to, right of way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management.

d. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

f. Not permit or allow any encroachments upon or private use of the area within the construction limits, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

g. Hereby grant the State, its agents and/or contractors, without cost, the right to enter City Rights-of-Way, as required, to conduct any and all design, construction and preconstruction related activities.

h. Submit the following progress reports and project evaluation forms as required by the Federal Safe Routes to School Program and State Program:

- i.) Before the Safe Routes to Schools(SRTS) Coordinator will issue a "Notice to Proceed" (NTP) that SRTS program funding can be used for the project's eligible activities, baseline data reflecting the first full school month after the project has been selected must use the "Student Arrival and Departure Tally Sheet" and be collected and submitted to the coordinator.
- ii.) At project completion (before the final reimbursement request is submitted complete and submit the Project Close-Out Evaluation Form.
- iii.) Twice annually, attached to a corresponding quarterly reimbursement request, submit a report, not be more than one page in length, of your program's progress as identified in the project application to the State SRTS Program Coordinator. The report should not be more than one page in length.

i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

j. Upon completion of the Project, assume responsibility for maintenance of the Project, at its own expense and as an annual item in its budget. Provide proper, on-going maintenance of the Project through the duration of the expected useful life of the materials as constructed in place.

k. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after Federal funds were first made available.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provision of this Agreement shall remain in force and effect until completion of said project and related deposits or reimbursements, except any provisions for maintenance, shall be perpetual. Further, this Agreement may be canceled at any time prior to the award of the Project construction contract, upon thirty days (30) written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition,

misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

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

5. The City and State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

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

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

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

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

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

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

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

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

City of Prescott  
Attn: Ian Mattingly, P.E.  
City Traffic Engineer  
Public Works  
433 N. Virginia Street  
Prescott, Arizona 86301  
Phone (928) 777-1683  
ian.mattingly@prescott-az.gov

Arizona Department of Transportation  
Safe Routes To School Program Coordinator  
Attn: Brian Fellows  
1615 W. Jackson St. EM10  
Phoenix, AZ 85007

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

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

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

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

---

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

**CITY OF PRESCOTT**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
MARLIN KUYKENDALL

By \_\_\_\_\_  
DALLAS HAMMIT  
Senior Deputy Engineer, Development

**ATTEST:**

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

June 4<sup>th</sup>, 2013-ly

**IGA/JPA 12-145-I**

**ATTORNEY APPROVAL FORM FOR THE CITY OF PRESCOTT**

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013

\_\_\_\_\_  
Gary Kidd, City Attorney

**RESOLUTION NO. 4184-1346**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THROUGH ITS DEPARTMENT OF TRANSPORTATION (ADOT) TO ACCOMPLISH A SAFE ROUTES TO SCHOOL INFRASTRUCTURE IMPROVEMENT PROJECT AT LINCOLN ELEMENTARY SCHOOL**

**RECITALS:**

WHEREAS, the City and State of Arizona through its Department of Transportation wish to enter into an Intergovernmental Agreement ("IGA") for the scoping, design, construction, and maintenance of a Safe Routes to School Infrastructure Improvement Project at Lincoln Elementary School; and

WHEREAS, the proposed improvements will result in enhanced pedestrian and bicycle access around Lincoln Elementary School through the installation of new sidewalks, ADA complaint ramps, striping, signing, crosswalks and other improvements; and

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

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

**ENACTMENTS:**

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

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

- A. The State will design, advertise, award and administer construction of infrastructure improvements, including but not limited to, sidewalk enhancements, American with Disabilities Act (ADA) complaint ramps, striping, and signing, hereinafter referred to as the Project.
- B. The State will submit all required Project documentation to FHWA required to secure federal funds.
- C. The City will designate the State as the authorized agent for the City, allowing the State to enter into agreements with selected consultants and contractors.
- D. The City will review the scoping, design plans, specifications and other such documents and services required for the construction bidding and construction

- of the Project.
- E. The City will submit progress reports and Project evaluation forms as required by the Federal Safe Route to School program and State Program.
  - F. The City will be responsible for all costs incurred on the Project above the authorized Federal amounts.
  - G. The City will assume structural maintenance responsibility for the sidewalk and other improvements constructed within City jurisdiction.

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

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
JON M. PALADINI  
City Attorney

## RESOLUTION NO. 4181-1343

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THROUGH ITS DEPARTMENT OF TRANSPORTATION (ADOT) TO ACCOMPLISH A SAFE ROUTES TO SCHOOL INFRASTRUCTURE IMPROVEMENT PROJECT AT WASHINGTON TRADITIONAL SCHOOL**

### **RECITALS:**

WHEREAS, the City and State of Arizona through its Department of Transportation wish to enter into an Intergovernmental Agreement ("IGA") for the scoping, design, construction, and maintenance of a Safe Routes to School Infrastructure Improvement Project at Washington Traditional School; and

WHEREAS, the proposed improvements will result in enhanced pedestrian and bicycle access around Washington Traditional School through the installation of new sidewalks, ADA complaint ramps, striping, signing, crosswalks and other improvements; and

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

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

### **ENACTMENTS:**

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

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

- A. The State will design, advertise, award and administer construction of infrastructure improvements, including but not limited to, sidewalk enhancements, American with Disabilities Act (ADA) complaint ramps, striping, and signing, hereinafter referred to as the Project.
- B. The State will submit all required Project documentation to FHWA required to secure federal funds.
- C. The City will designate the State as the authorized agent for the City, allowing the State to enter into agreements with selected consultants and contractors.
- D. The City will review the scoping, design plans, specifications and other such documents and services required for the construction bidding and construction

- of the Project.
- E. The City will submit progress reports and Project evaluation forms as required by the Federal Safe Route to School program and State Program.
  - F. The City will be responsible for all costs incurred on the Project above the authorized Federal amounts.
  - G. The City will assume structural maintenance responsibility for the sidewalk and other improvements constructed within City jurisdiction.

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

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
JON M. PALADINI  
City Attorney

**RESOLUTION NO. 4182-1344**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THROUGH ITS DEPARTMENT OF TRANSPORTATION (ADOT) TO ACCOMPLISH A SAFE ROUTES TO SCHOOL INFRASTRUCTURE IMPROVEMENT PROJECT AT MILE HIGH MIDDLE & MOUNTAIN OAK CHARTER SCHOOL**

**RECITALS:**

WHEREAS, the City and State of Arizona through its Department of Transportation wish to enter into an Intergovernmental Agreement ("IGA") for the scoping, design, construction, and maintenance of a Safe Routes to School Infrastructure Improvement Project at Mile High Middle & Mountain Oak Charter School; and

WHEREAS, the proposed improvements will result in enhanced pedestrian and bicycle access around Mile High Middle & Mountain Oak Charter School through the installation of new sidewalks, ADA complaint ramps, striping, signing, crosswalks and other improvements; and

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

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

**ENACTMENTS:**

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

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

- A. The State will design, advertise, award and administer construction of infrastructure improvements, including but not limited to, sidewalk enhancements, American with Disabilities Act (ADA) complaint ramps, striping, and signing, hereinafter referred to as the Project.
- B. The State will submit all required Project documentation to FHWA required securing federal funds.
- C. The City will designate the State as the authorized agent for the City, allowing the State to enter into agreements with selected consultants and contractors.
- D. The City will review the scoping, design plans, specifications and other such

- documents and services required for the construction bidding and construction of the Project.
- E. The City will submit progress reports and Project evaluation forms as required by the Federal Safe Route to School program and State Program.
  - F. The City will be responsible for all costs incurred on the Project above the authorized Federal amounts.
  - G. The City will assume structural maintenance responsibility for the sidewalk and other improvements constructed within City jurisdiction.

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

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
JON M. PALADINI  
City Attorney

**RESOLUTION NO. 4183-1345**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THROUGH ITS DEPARTMENT OF TRANSPORTATION (ADOT) TO ACCOMPLISH A SAFE ROUTES TO SCHOOL INFRASTRUCTURE IMPROVEMENT PROJECT AT TAYLOR HICKS ELEMENTARY & MILLER VALLEY ELEMENTARY SCHOOL**

**RECITALS:**

WHEREAS, the City and State of Arizona through its Department of Transportation wish to enter into an Intergovernmental Agreement ("IGA") for the scoping, design, construction, and maintenance of a Safe Routes to School Infrastructure Improvement Project at Taylor Hicks Elementary & Miller Valley Elementary School; and

WHEREAS, the proposed improvements will result in enhanced pedestrian and bicycle access around Taylor Hicks Elementary & Miller Valley Elementary School through the installation of new sidewalks, ADA complaint ramps, striping, signing, crosswalks and other improvements; and

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

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

**ENACTMENTS:**

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

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

- A. The State will design, advertise, award and administer construction of infrastructure improvements, including but not limited to, sidewalk enhancements, American with Disabilities Act (ADA) complaint ramps, striping, and signing, hereinafter referred to as the Project.
- B. The State will submit all required Project documentation to FHWA required to secure federal funds.
- C. The City will designate the State as the authorized agent for the City, allowing the State to enter into agreements with selected consultants and contractors.
- D. The City will review the scoping, design plans, specifications and other such

- documents and services required for the construction bidding and construction of the Project.
- E. The City will submit progress reports and Project evaluation forms as required by the Federal Safe Route to School program and State Program.
  - F. The City will be responsible for all costs incurred on the Project above the authorized Federal amounts.
  - G. The City will assume structural maintenance responsibility for the sidewalk and other improvements constructed within City jurisdiction.

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

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

APPROVED AS TO FORM:

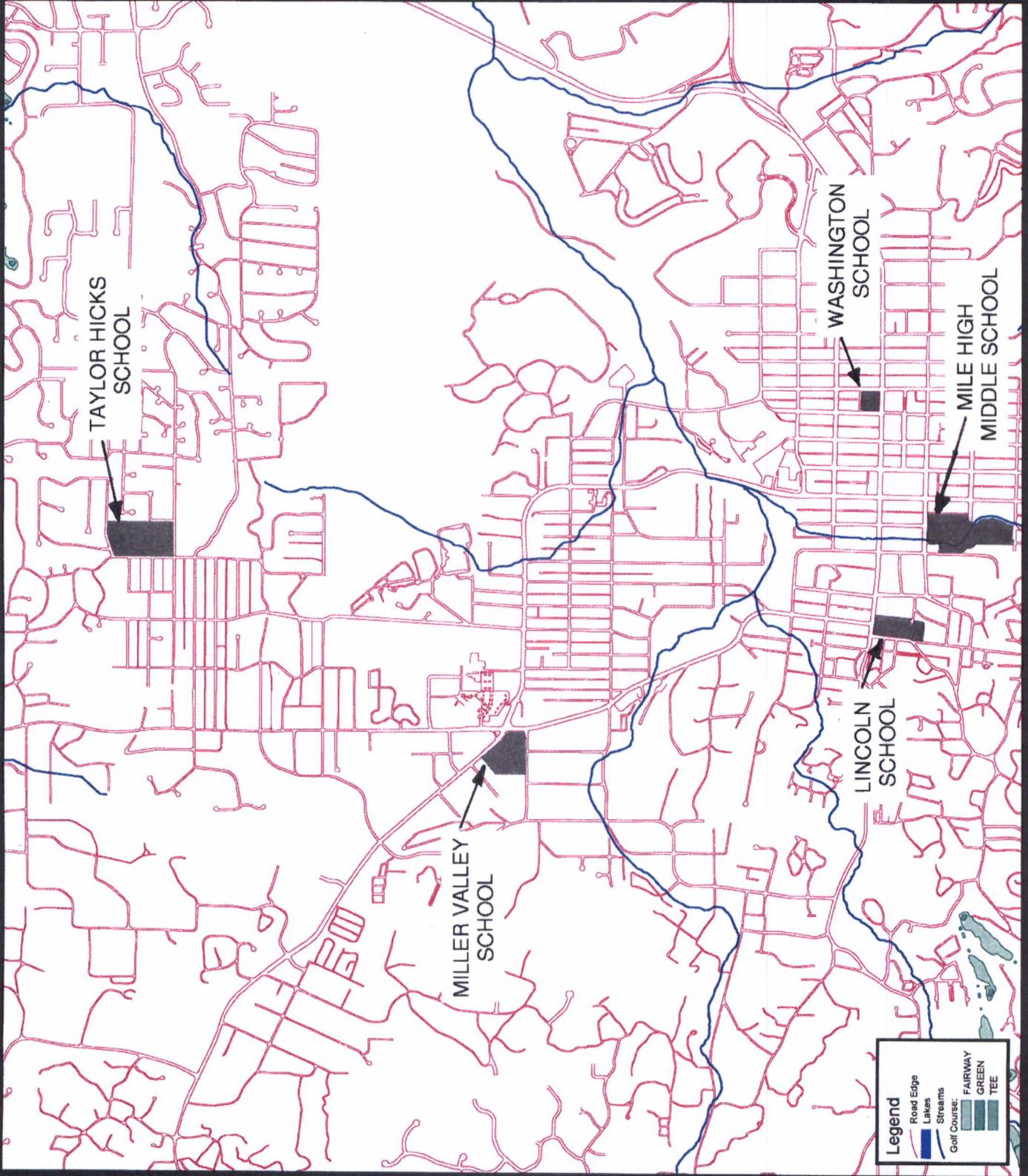
\_\_\_\_\_  
LYNN MULHALL  
City Clerk

\_\_\_\_\_  
JON M. PALADINI  
City Attorney



# SAFE ROUTE TO SCHOOL INFRASTRUCTURE PROJECTS LOCATION MAP

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



**Legend**

- Road Edge
- Lakes
- Streams
- Golf Course:
  - FAIRWAY
  - GREEN
  - TEE

**COUNCIL AGENDA MEMO – June 25, 2013**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Award of bid and contract for the White Spar Waterline Relocation Project to Watkins/Mendoza Companies, LLC, in the amount of \$629,045.50

**Approved By:**

**Date:**

<b>Department Head:</b> Mark Nietupski	6/14/2013
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell 	6-17-13

**Item Summary**

This item is to award a bid and contract to construct a new 12” water main and appurtenances on SR89-White Spar Road from Copper Basin Road to Canyon Drive in advance of the upcoming ADOT road project. Additional City improvements include the installation of new water meters, fire hydrants, tie-ins to existing water mains, and removal of existing 6” and 8” water mains and appurtenances within the corridor.

**Background**

ADOT designed and plans to implement roadway improvements consisting of new curb and gutter, sidewalks, and paving for SR89-White Spar Road from approximately Copper Basin Road to Peterson Lane. Throughout the design process ADOT held utility coordination meetings in preparation for the upcoming construction to ensure utilities in conflict with the planned improvements were relocated prior to their project construction, scheduled to begin in October 2013.

The Public Works Department reviewed the roadway improvement plans, investigated prior rights documentation, performed subsurface investigations, and examined record drawings to confirm the necessity of the relocation. Based on these activities the City must relocate its existing 6” and 8” water mains at its expense. Installation of a new 12” diameter water main will upgrade this system segment to effectively improve water flow in the service area consistent with parameters identified in the City of Prescott Water Distribution System Model.

**Bid Results**

A mandatory pre-bid meeting was held on May 23, 2013. The following four bids were received on June 6, 2013.

**Agenda Item:** Award of bid and contract for the White Spar Waterline Relocation Project to Watkins/Mendoza Companies, LLC, in the amount of \$629,045.50

<u>Bidder</u>	<u>Location</u>	<u>Total Bid</u>
Watkins/Mendoza Companies, LLC	Phoenix, AZ	\$629,045.50
Alliance Streetworks, Inc.	Camp Verde, AZ	\$682,787.30*
Standard Construction, Inc.	Phoenix, AZ	\$726,675.00
Fann Contracting, Inc.	Prescott, AZ	\$921,532.00
Engineer's Estimate		\$678,670.00

\*Bid amount was adjusted due to a mathematical error in the bid schedule.

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

### **Schedule**

The contract allows one hundred (100) calendar days for completion of the work with project milestones listed below:

Award of Contract	June 25, 2013
Pre-Construction Meeting	July 8, 2013
Notice to Proceed (NTP)	July 15, 2013
Substantial Project Completion	October 23, 2013

### **Budget**

FY 2014 funding has been budgeted and is available for this project in the Water Fund.

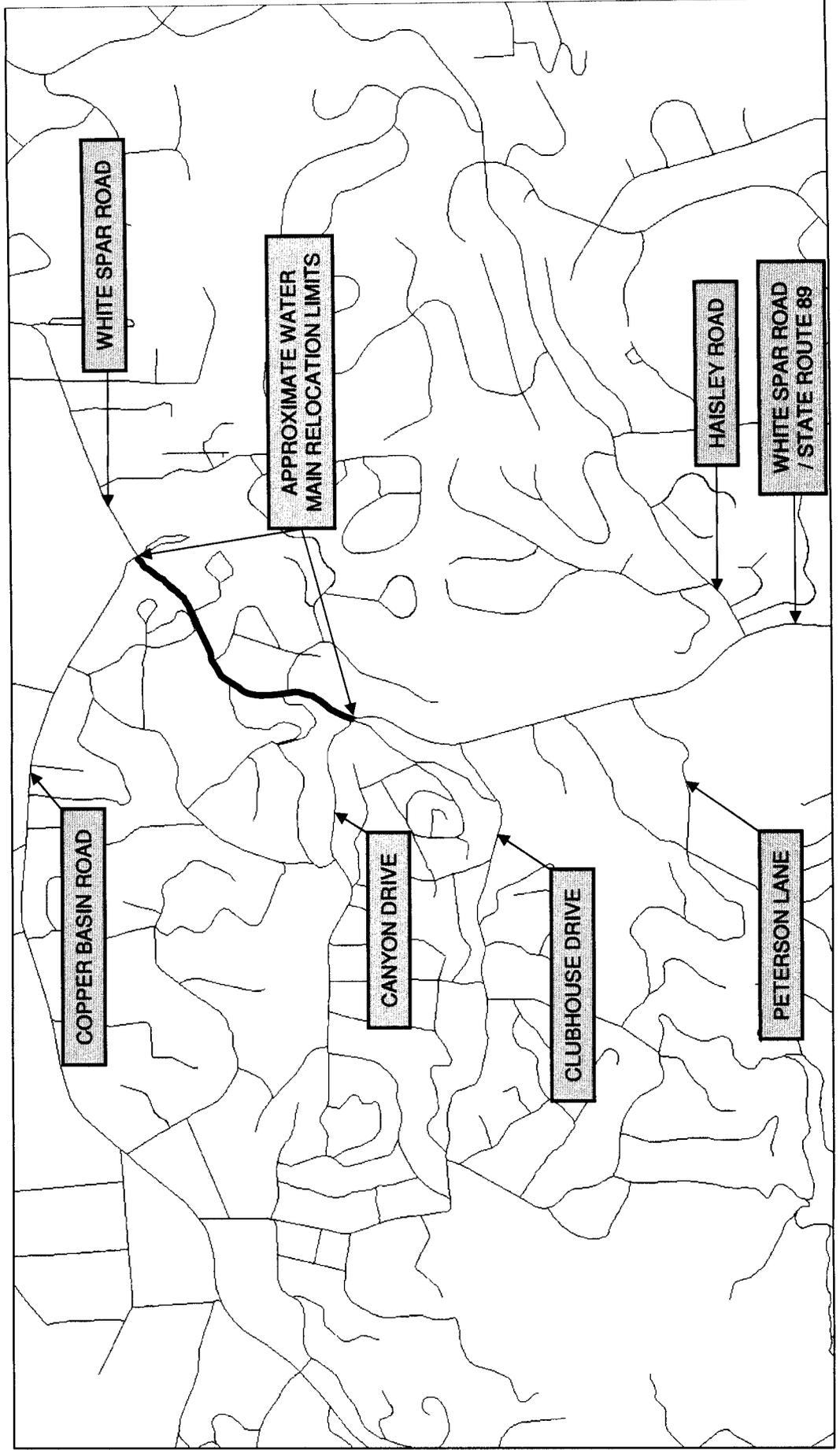
### **Attachment**

- Location Map

**Recommended Action:** **MOVE** to award the bid and contract for the White Spar Waterline Relocation Project to Watkins/Mendoza Companies, LLC, in the amount of \$629,045.50.

# White Spar Road Utility Relocations

NORTH ↑



**COUNCIL AGENDA MEMO – June 25, 2013**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Award of bid and contract for the FY 2014 Chip Seal Project - Various City Streets to VSS International, Inc., in the amount of \$1,240,000.00 (City No. 2013-217)

**Approved By:**

**Date:**

**Department Head:** Mark Nietupski

June 14, 2013

**Finance Director:** Mark Woodfill

**City Manager:** Craig McConnell



6-17-13

**Item Summary**

This item is to award a bid and contract for applying rubberized chip seal on numerous local City streets and completing localized pavement repairs. The rubberized chip seal project includes the Piñon Oaks South subdivision, Willow Lakes Estates, Shadow Valley, Kingswood Estates, a portion of Yavapai Hills subdivision, Granite Heights subdivision, and a portion of Aster Drive. Additionally, unpaved alleys in central Prescott that were surfaced with milled recycled asphalt, along with previously unpaved streets at various locations citywide, will receive an application of conventional chip seal. The pavement repairs are throughout the City.

**Background**

The project consists of a preventative maintenance application of asphalt rubber emulsion binder and mineral chips. This treatment is a key component of cost-effective life-cycle pavement management strategy. The application of rubberized chip seal will provide a new wearing surface and extend the underlying pavement service life.

This project application of 220,000 square yards of rubber chip seal and 17,000 square yards of conventional chip seal will improve approximately 31 of the 576 lane-miles comprising the City's paved street network. 13,200 square feet of asphalt pavement repairs will be completed including repairs to the administrative parking lot at the Prescott Municipal Airport along with new striping and pavement markings on affected streets.

**Bid Results**

A mandatory pre-bid meeting was held on May 12, 2013; two bids were received on June 13, 2013, as follows:

<u>Bidder</u>	<u>Location</u>	<u>Total Bid</u>
VSS International, Inc.	Sacramento, CA	\$1,240,000.00
Cactus Asphalt	Tolleson, AZ	\$1,298,784.00
<i>Engineer's Estimate</i>		<i>\$1,635,720.00</i>

**Agenda Item:** Award of bid and contract for the FY 2014 Chip Seal Project - Various City Streets to VSS International, Inc., in the amount of \$1,240,000.00

Written confirmation of their bid has been received from the low responsive bidder, VSS International, Inc. Verification of the company's license, bonding, references, and past performance of similar projects has been completed. VSS International is a licensed Arizona contractor and the parent company of International Surface Solutions, Inc. operating out of Chandler, Arizona.

### **Schedule**

The contract allows seventy (70) calendar days for completion of the work, with project milestones listed below:

Award of Contract	June 25, 2013
Pre-Construction Meeting	July 9, 2013
Notice to Proceed (NTP)	July 22, 2013
Substantial Project Completion	September 29, 2013

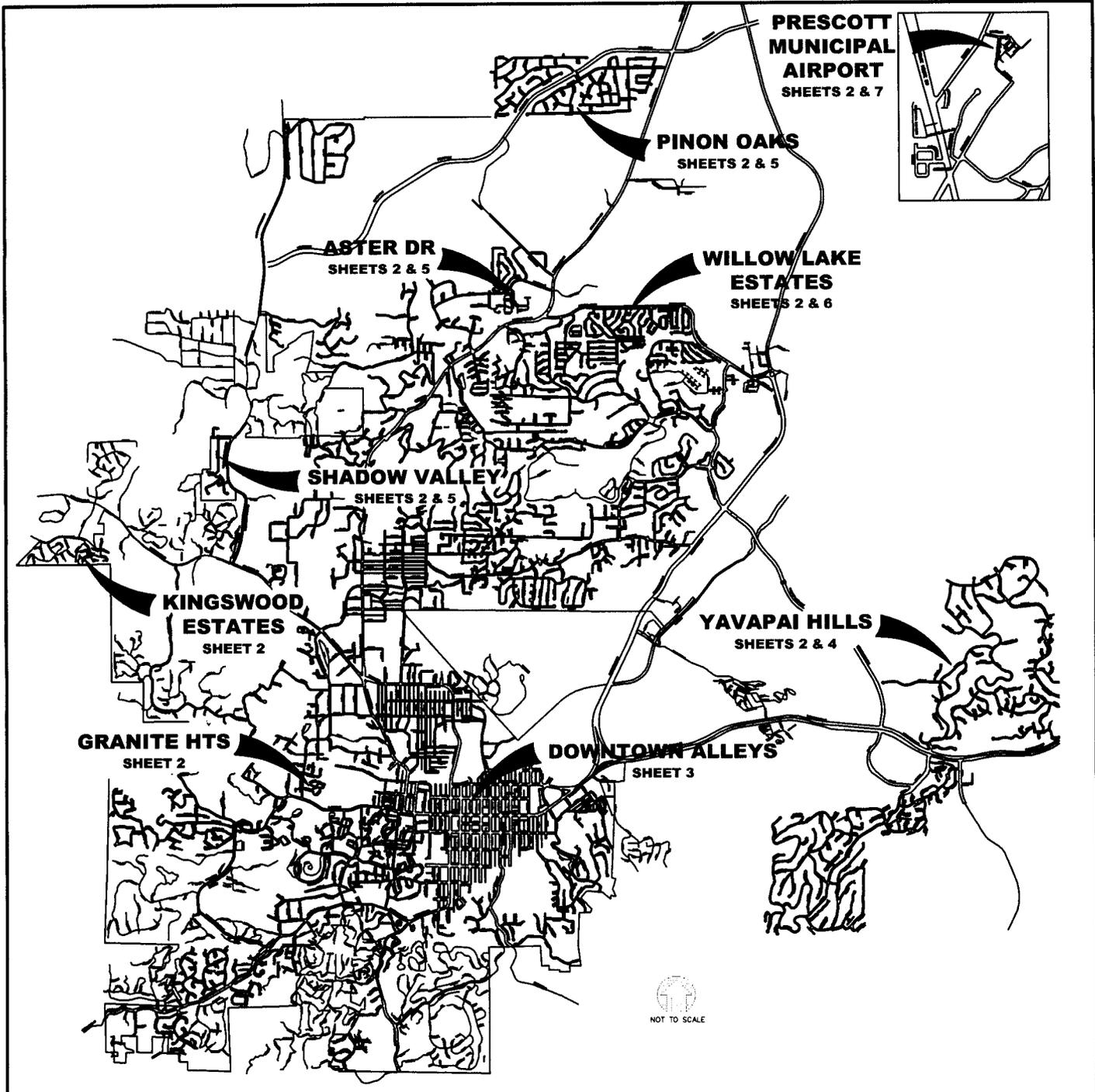
### **Budget**

FY 2014 funding for this project is available from the One Cent Sales Tax for Streets and Open Space. Pavement maintenance at the Prescott Municipal Airport is funded from the Airport budget.

### **Attachment**

- Location Map

**Recommended Action:** **MOVE** to award the bid and contract for the FY 2014 Chip Seal Project - Various City Streets to VSS International, Inc., in the amount of \$1,240,000.00.



# VICINITY MAP

## FY 2014 CHIP SEAL PROJECT - VARIOUS CITY STREETS

CITY OF PRESCOTT  
PUBLIC WORKS DEPARTMENT

**COUNCIL AGENDA MEMO – June 25, 2013**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Adoption of Ordinance No. 4859-1316 granting an underground Utility Easement to Arizona Public Service for electric service to the Zone 27 Pump Station located south of west Gurley Street near Josephine Street

**Approved By:**

**Date:**

<b>Department Head:</b> Mark Nietupski	6/13/2013
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell 	6-17-13

**Item Summary**

This is a City initiated item to grant an underground electric utility easement to Arizona Public Service Company (APS) across City property to provide power to the new Zone 27 Pump Station located south of West Gurley Street near the intersection of Josephine Street.

**Background**

Construction of the Zone 27 Pump Station began on October 8, 2012. In order to supply power to the new pump station, APS requires an easement from the City to install service lines and a transformer.

The easement is being granted at no cost to APS; the easement and ordinance will be recorded by the City.

**Attachments**

- Easement
- Ordinance No. 4859-1316
- Exhibit "B" Map and Legal Description

**Recommended Action:** MOVE to adopt Ordinance No. 4859-1316.

**ORDINANCE NO. 4859-1316**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, GRANTING A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY WITHIN CITY OWNED PROPERTY.**

**RECITALS:**

WHEREAS the City Council of the City of Prescott has determined that the granting of an easement, more particularly described in the attached exhibit, to Arizona Public Service Company, would benefit the City of Prescott and will serve the health, safety and welfare of the citizens of Prescott.

**ENACTMENTS:**

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

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

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

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MARLIN D. KUYKENDALL  
Mayor of the City of Prescott

ATTEST:

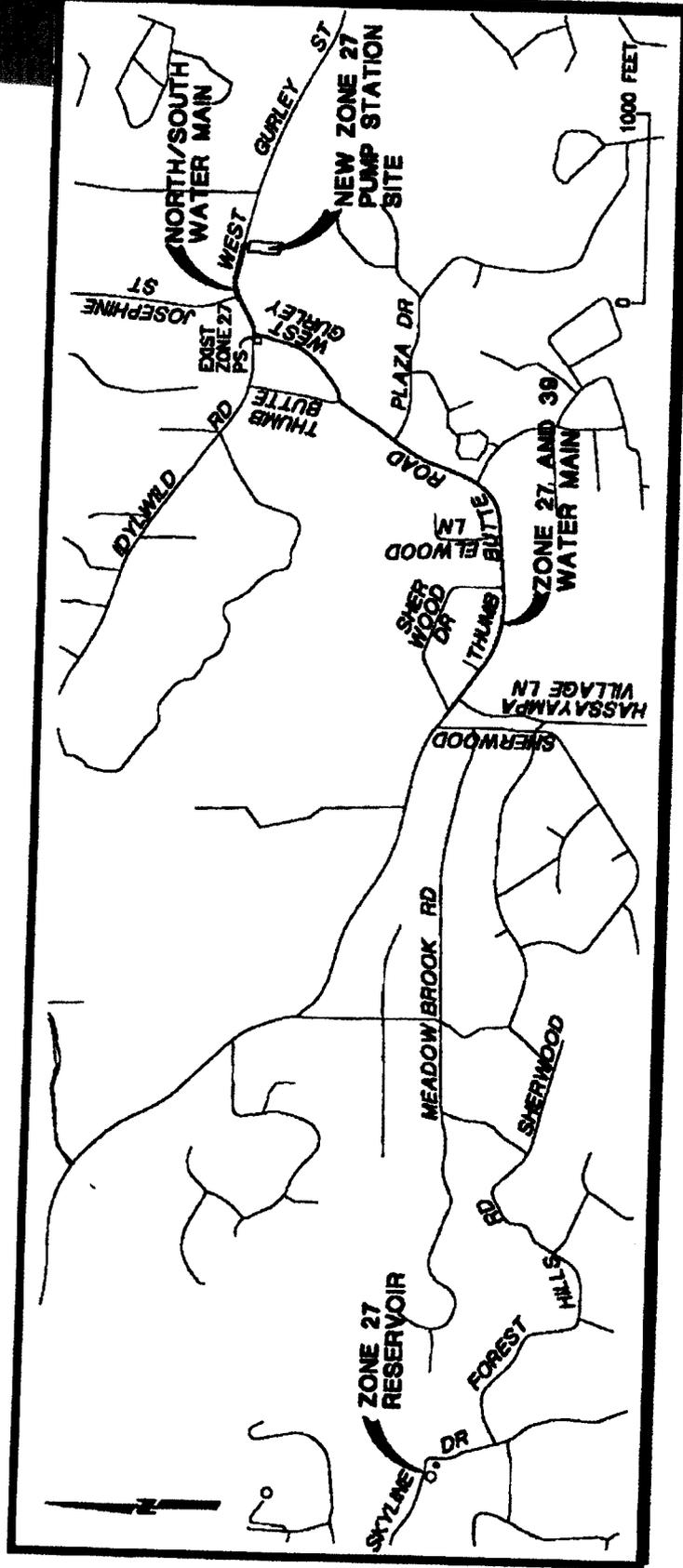
APPROVED AS TO FORM:

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

\_\_\_\_\_  
JON M. PALADINI, City Attorney



# Zone 27 Project Improvements





120 N. Marina Street  
Prescott, Arizona 86301

May 15, 2013

City of Prescott  
Attn: Ben Mokhtari – Capital Projects Manager  
433 N. Virginia Street  
Prescott, Arizona 86301

RE: APSCO Utility Easement Request  
WA134350

Dear Mr. Mokhtari:

Recently Arizona Public Service Company was requested to provide electric power to the Zone 27 Pump Station project on City owned property on Gurley Street.

In order to accomplish this we will need to acquire easement rights for our facilities on City property. Please review the enclosed sketch and prepare the document for council approval. Once approved, please return it to me in the enclosed postage-paid envelope. The extra copy is for your records.

If you have any questions, feel free to call me at (928) 776-3664. Your cooperation in this matter is genuinely appreciated.

Sincerely,

A handwritten signature in black ink that reads "Pat Fraher".

Pat Fraher  
Survey/Right of Way Rep  
Survey/Right-of-Way Department

[Patrick.Fraher@aps.com](mailto:Patrick.Fraher@aps.com)

Enclosure

APS FOLDER  
SW - 32 - 14N - 2W  
34.543477, -112.491522  
APN: 111-08-030B  
NWP-13-37  
WA134350  
PJF

## UTILITY EASEMENT

City of Prescott, an Arizona municipality, (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

**As recorded in Book 4733 of Official Records, Page 998, Yavapai County Recorder's Office, described as follows:**

All that portion of Section 32, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

All that portion of Parcel 'B' as shown and recorded in the Replat of a portion of Lots 409, 410, 417 and 418 of the Idylwild Tract as recorded in Book 63 of Maps and Plats, page 14, on file at the Office of Yavapai County Recorder, Yavapai County, Arizona.

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

### **SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF**

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes

SW - 32 - 14N - 2W  
34.543477, -112.491522  
APN: 111-08-030B  
NWP-13-37  
WA134350  
PJF

connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

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

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent

SW - 32 - 14N - 2W  
34.543477, -112.491522  
APN: 111-08-030B  
NWP-13-37  
WA134350  
PJF

installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, City of Prescott, an Arizona municipality, has caused this Utility Easement to be executed by its duly authorized representative, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Approved as to form:

City of Prescott

\_\_\_\_\_  
City Attorney

By: Marlin D. Kuykendall

Its: Mayor

\_\_\_\_\_  
(Signature)

ATTEST:

\_\_\_\_\_  
City Clerk

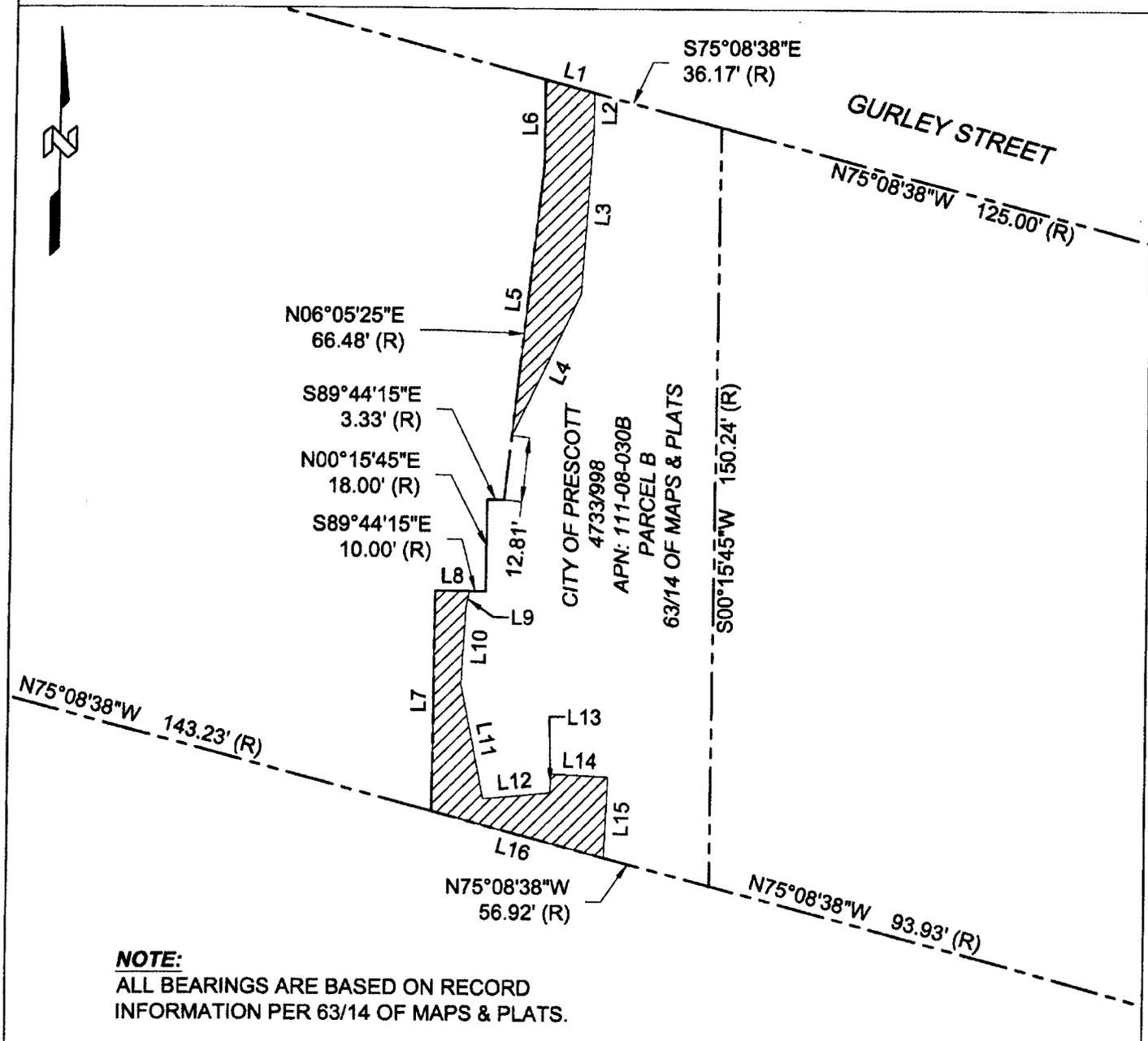
\*See Page 4 for notary acknowledgment\*



# EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF  
UTILITY EASEMENT

SHEET 5 OF 6



**LEGEND**

- EASEMENT AREA=1134.73 SQ. FEET
- PROPERTY LINE

W#: WA134350  
 DATE: 05/09/13  
 SW 1/4 SEC 32 T 14 N R 2 W  
 SCALE: 1"=30'  
 RW: FRAHER  
 SURVEY: FRAHER, COMBS  
 DRAWN BY: FRAHER

# EXHIBIT "B"

LINE DATA TABLE FOR  
UTILITY EASEMENT

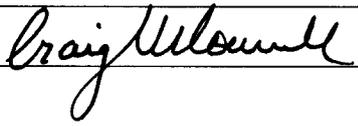
SHEET 6 OF 6

Line Table		
LINE	BEARING	LENGTH
L1	S75° 08' 38"E	10.08
L2	S00° 56' 24"W	7.69
L3	S03° 39' 31"W	32.30
L4	S25° 21' 23"W	31.13
L5	N06° 05' 25"E	53.67
L6	N00° 15' 45"E	17.28
L7	N00° 15' 45"E	43.59
L8	S89° 44' 15"E	6.79
L9	S12° 05' 02"W	3.17
L10	S02° 54' 03"W	15.57
L11	S11° 33' 33"E	22.88
L12	N84° 26' 39"E	13.32
L13	N02° 25' 13"E	3.67
L14	S87° 34' 47"E	11.33
L15	S02° 25' 13"W	16.04
L16	N75° 08' 38"W	35.36

W#: WA134350  
DATE: 05/09/13  
~~SWSM~~ SEC 32 T 14 N R 2 W  
SCALE: 1"=30'  
R/W: FRAHER  
SURVEY: FRAHER, COMBS  
DRAWN BY: FRAHER

**COUNCIL AGENDA MEMO – June 25, 2013**

<b>DEPARTMENT:</b>	City Clerk
<b>AGENDA ITEM:</b>	Approval of Annual Contract for Legal Advertisement (City No. 2013-218)

<b>Approved By:</b>		<b>Date:</b>
<b>Department Head:</b>	Lynn Mulhall, City Clerk	
<b>Finance Director:</b>	Mark Woodfill	
<b>City Manager:</b>	Craig McConnell 	6-17-13

**Background**

Formal sealed bids were requested for furnishing legal advertisements for public notifications as required by State Statutes, and opened Thursday, June 13, 2013. Legal advertisements are bid at a rate for a column inch per section, according to ARS Article 2, Section 39-221.

The bid requested rates for straight copy format and camera-ready single column format. Straight copy is retyped by the vendor before being published, while camera-ready copy is in the proper format and in most cases e-mailed directly for publication.

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

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

**Budget**

The costs for legal advertisements during the one-year contract period are charged to the City Clerk's Office. Current (FY13) year to date expenditures for legal advertisements total approximately \$12,000.

**Recommended Action:** **MOVE** to award the bid for legal advertisement of public notices for Fiscal Year 2014 to Prescott Newspapers (*Daily Courier*) at the rate of \$11.16/column inch for straight copy and \$9.30/column inch for camera-ready copy.

**BID FORM**

**Vendor Name:** Prescott Newspapers, Inc.

**Address:** 1958 Commerce Center Circle  
Prescott, AZ 86301

**Phone Number:** 928-445-3333

**Contact Person:** Teri Bryant, Classified Coordinator

Dwayne LeSassier, Display Advertising

\$11.16 / Legal/Column Inch/Insertion

\$9.30 / Legal/Paste-Up Copy/Insertion

\$13.70 / City of Prescott Display Advertising/Column Inch/Insertion, including but not limited to employment, holiday and/or other event advertising

\$50.00 / Employment ads placed on Monster.com per job listing per 30 day run

**BIDDER CERTIFICATION**

By signing below, bidder certifies that submission of this did not involve collusion or other anti-competitive practices and that he/she has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or fully authorized agent of the bidding firm with full power and authority to submit binding offers for the goods or services as specified.

Kelly Soldwedel  
Name (Typed or Printed)

  
Authorized Signature

June 12<sup>th</sup>, 2013  
Date

Publisher, Prescott Newspapers, Inc.  
Title

<b>COUNCIL AGENDA MEMO – June 25, 2013</b>
<b>DEPARTMENT:</b> Finance
<b>AGENDA ITEM:</b> Approval of Support and Licensing Agreement with Tyler Technologies in the amount of \$101,295.00 for the MUNIS financial system (City Contract No. 2013-214)

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	<i>6-17-13</i>

**Summary**

The Finance Department is recommending renewal of the contract with Tyler Technologies, Inc., for the annual operating system, database administrative support (OSDBA) as well as application support and product updates for the MUNIS financial system.

**Background**

The City uses and relies upon Tyler Technologies MUNIS software for our financial management system including the following modules: general ledger, accounting, fixed assets, budgeting, accounts payable, purchasing, accounts receivable, privilege tax, utility billing, payroll, and human resources. The modules and support of the software are critical to daily operations of the City.

**Budget Implications**

The \$101,295.00 amount of this support contract for FY 2014 is 1.9% higher than the current fiscal year. The cost is budgeted in the Finance and Human Resources Departments, and recovered through charges to user departments.

<p><b>Recommended Action:</b> <b>MOVE</b> to approve the annual Support and Licensing Agreement with Tyler Technologies in the amount of \$101,295.00 and authorize City staff to execute all necessary related documents.</p>
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## COUNCIL AGENDA MEMO – June 25, 2013

**DEPARTMENT:** Budget and Finance

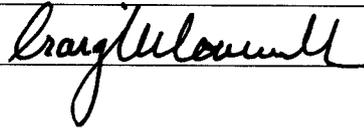
**AGENDA ITEM:** Public Hearing for FY 2014 Budget, Expenditure Limitation, Tax Levy, and Truth in Taxation Notice; and adoption of Resolution No. 4179-1341 Adopting the Final FY 2014 Budget, Expenditure Limitation, City Job Roster, and Identification of Unfunded Capital Projects

**Approved By:**

**Date:**

**Department Head:** Mark Woodfill

**City Manager:** Craig McConnell



6-17-13

### BACKGROUND

The Fiscal Year 2014 (FY14) budget process began February 5, 2013, with the FY13 Midyear Budget Report and culminated with the May 7<sup>th</sup>, May 21<sup>st</sup> and June 4<sup>th</sup> workshops which outlined the FY14 operating and capital components. On June 11, 2013, the Council adopted the Tentative Budget for FY14 and set the public hearing for the budget, expenditure limitation, Truth in Taxation notice, and property tax levy for June 25, 2013.

### ITEM

This is the next step in the Fiscal Year 2014 budget process which includes:

- Public hearing on the Fiscal Year 2014 Budget and related items (June 25, 2013, regular meeting)
  - Budget
  - Expenditure Limitation
  - Truth in Taxation Notice
  - Property Tax Levy
- Following the public hearing, Council will consider a motion to raise the primary property tax over last year's level by \$410,148 as set forth in the Truth in Taxation Notice.
- Following the public hearing and the Truth in Taxation motion at the regular meeting, a special meeting will be convened at which Council will consider Resolution No. 4179-1341, which:
  - Establishes the FY14 Budget
  - Sets the FY14 Expenditure Limitation
  - Approves the City Job Roster
  - Identifies Unfunded Capital Projects

**Agenda Item:** Public Hearing for FY 2014 Budget, Expenditure Limitation, Tax Levy, and Truth in Taxation Notice; and adoption of Resolution No. 4179-1341 Adopting the Final FY 2014 Budget, Expenditure Limitation, City Job Roster, and Identification of Unfunded Capital Projects

**SUMMARY OF THE FY14 BUDGET**

In November 2009 City voters approved the “Home Rule Option” which requires the setting of a spending limit each year as part of the budget process. Resolution No. 4179-1341 includes establishment of the Expenditure Limit for FY14 at \$173,123,611.

	<b>FY13</b>	<b>FY14</b>	<b>%</b>
	<b>Budget</b>	<b>Budget</b>	<b>Change</b>
Operating Expenditures	\$ 77,371,070	\$ 77,247,934	-0.2%
Debt Refunding	-	11,000,000	
Capital Outlay/Projects	82,688,226	84,875,677	2.6%
<b>Total</b>	<b>\$ 160,059,296</b>	<b>\$ 173,123,611</b>	<b>8.2%</b>

**ATTACHMENTS**

- Resolution No. 4179-1341
- FY14 Budget Forms
- City’s Complete Job Roster and Pay Scale
- Truth in Taxation Notice
- Unfunded Capital Projects

At the July 9, 2013, meeting the Council will consider the FY14 property tax levy.

**Recommended Action:**

**Regular Meeting:** (1) Hold Public Hearing and **MOVE** to close the Public Hearing.

(2) **MOVE** to raise primary property tax over last year’s level by \$410,148 as set forth in the Truth in Taxation notice (roll call vote is required).

**Special Meeting:** **MOVE** to adopt Resolution No. 4179-1341.

**RESOLUTION NO. 4179-1341**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, FINALLY DETERMINING AND ADOPTING ESTIMATES OF PROPOSED EXPENDITURES FOR THE FISCAL YEAR 2014, DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR, ESTABLISHING THE EXPENDITURE LIMITATION, AND APPROVING AND UPDATING THE JOB ROSTER FOR THE CITY OF PRESCOTT, AND SETTING FORTH ITS DETERMINATION AS TO UNFUNDED CAPITAL AND OTHER UNFUNDED BUDGETARY REQUESTS.**

**RECITALS:**

WHEREAS, in accordance with the Provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes, the City Council did, on the 11th day of June, 2013, make an estimate of the different amounts required to meet the public expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Prescott; and

WHEREAS, in accordance with said sections of said title, and following due public notice, the Council met on June 25, 2013, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures, establishing the expenditure limitation, or tax levies; and

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

WHEREAS, Unfunded Capital Projects are included in the accompanying exhibits to this resolution and such projects have been determined not to be funded by the City of Prescott in the 2014 fiscal year; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on July 9, 2013, in Prescott City Council Chambers at 201 South Cortez Street, Prescott, Arizona for the purpose of making tax levies as set forth in said estimates; and

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

**ENACTMENTS:**

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

SECTION 1. THAT, the said estimates of revenue and expenditures shown on the accompanying schedules as now increased, reduced or changed by and the same are hereby adopted as the budget of the City of Prescott for the fiscal year 2014.

SECTION 2. THAT, all sums contained in said estimated expenditures shall be considered as specific appropriation and authority for the expenditure thereof, as provided for and in said budget, the laws of the United States, the State of Arizona, and the Charter and Code of the City of Prescott.

SECTION 3. THAT, the expenditure limitation for the City of Prescott for fiscal year 2014 be established at \$173,123,611.

SECTION 4. THAT, the Roster of Jobs shown in the attached accompanying exhibit be adopted and approved by the City of Prescott and in accordance with Article IV of the Prescott City Charter.

SECTION 5. THAT, the Council in its legislative discretion, has reviewed the budgetary items referred to in the annual budget proposals as "Unfunded Capital," which items are referred to in the accompanying exhibit referenced as Unfunded Capital, has exercised its legislative discretion in determining available funding and resources for the purchase of equipment, personnel, construction, reconstruction or maintenance of the unfunded proposals and projects contained in or referred to in the "Unfunded Capital" exhibit. Further, the City Council has exercised its budgetary and legislative discretion with respect to its decision not to provide governmental funding or services for the Unfunded Capital items, as well as for the requested equipment, personnel, construction or maintenance of facilities or capital items requested in departmental budgetary proposals considered by the Council in its review of the budget proposals of each city department, (including all proposals for capital funding and the decision not to fund, to repair, to improve, maintain, reconstruct these capital items. The Council has determined not to spend existing resources for the purchase of equipment, personnel, construction, reconstruction or maintenance of the unfunded proposal and unfunded projects requested by the City departments. This determination constitutes a decision by the City Council not to provide the resources necessary for such unfunded proposals as well as the determination of which capital projects are to be funded, including specifically the decision as to which streets, sidewalks, sanitary sewers, and parking lots will be repaired, maintained, and reconstructed or otherwise funded and those that will not, in the exercise of the Council's budgetary discretion, for the ensuing fiscal year.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 25<sup>th</sup> day of June, 2013.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
JON M. PALADINI, City Attorney

**CITY OF PRESCOTT, ARIZONA**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal Year 2014**

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2013	ACTUAL EXPENDITURES/EXPENSES** 2013	FUND BALANCE/NET POSITION*** July 1, 2013**	PROPERTY TAX REVENUES 2014	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2014	OTHER FINANCING 2014		INTERFUND TRANSFERS 2014		TOTAL FINANCIAL RESOURCES AVAILABLE 2014	BUDGETED EXPENDITURES/EXPENSES 2014
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	\$ 30,083,800	\$ 29,576,984	\$ 17,976,466	Primary: \$ 1,518,465 Secondary:	\$ 29,833,919	\$	\$	\$ 20,000	\$ 766,883	\$ 48,381,967	\$ 31,796,748
2. Special Revenue Funds	32,836,039	20,534,511	20,246,445		24,840,777			435,314	78,883	45,443,653	32,152,868
3. Debt Service Funds Available	2,989,610	1,968,611	350,974	187,200	389,534					927,708	565,734
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	2,989,610	1,968,611	350,974	187,200	389,534					927,708	565,734
6. Capital Projects Funds											
7. Permanent Funds											
8. Enterprise Funds Available	84,882,116	59,287,612	48,409,997		40,987,154	35,151,180		390,452		124,938,783	99,838,620
9. Less: Amounts for Future Debt Retirement											
10. Total Enterprise Funds	84,882,116	59,287,612	48,409,997		40,987,154	35,151,180		390,452		124,938,783	99,838,620
11. Internal Service Funds	9,287,731	7,553,387	4,305,886		6,163,913					10,469,799	8,769,651
12. TOTAL ALL FUNDS	\$ 160,059,296	\$ 118,921,005	\$ 91,289,768	\$ 1,705,665	\$ 102,015,297	\$ 35,151,180	\$	\$ 845,766	\$ 845,766	\$ 230,161,910	\$ 173,123,611

**EXPENDITURE LIMITATION COMPARISON**

	2013	2014
1. Budgeted expenditures/expenses	\$ 160,059,296	\$ 173,123,611
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	160,059,296	173,123,611
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 160,059,296	\$ 173,123,611
6. EEC or voter-approved alternative expenditure limitation	\$	\$

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

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

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

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

**CITY OF PRESCOTT, ARIZONA**  
**Tax Levy and Tax Rate Information**  
**Fiscal Year 2014**

	<b>2013</b>	<b>2014</b>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 1,472,037	\$ 1,518,465
2. Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 1,095,856	\$ 1,518,465
B. Secondary property taxes	1,584,975	187,200
C. Total property tax levy amounts	\$ 2,680,831	\$ 1,705,665
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ 1,077,257	
(2) Prior years' levies	18,599	
(3) Total primary property taxes	\$ 1,095,856	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 1,561,142	
(2) Prior years' levies	23,833	
(3) Total secondary property taxes	\$ 1,584,975	
C. Total property taxes collected	\$ 2,680,831	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.1978	0.2741
(2) Secondary property tax rate	0.2854	0.0367
(3) Total city/town tax rate	0.4832	0.3108
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the City of Prescott did not operate any special assessment districts for which secondary property taxes are levied.		

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

**CITY OF PRESCOTT, ARIZONA**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2014**

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
<b>GENERAL FUND</b>			
<b>Local taxes</b>			
Privilege and Use Tax	\$ 12,625,000	\$ 13,190,000	\$ 13,520,000
Franchise Taxes	1,719,092	1,641,156	1,658,979
<b>Licenses and permits</b>	<b>332,600</b>	<b>393,340</b>	<b>444,800</b>
<b>Intergovernmental</b>			
State	9,471,571	9,471,571	9,960,938
Local Jurisdictions	2,189,619	2,085,032	2,099,794
<b>Charges for services</b>	<b>1,399,458</b>	<b>1,398,345</b>	<b>1,226,058</b>
<b>Fines and forfeits</b>	<b>504,800</b>	<b>492,415</b>	<b>476,350</b>
<b>Interest on investments</b>	<b>263,250</b>	<b>133,350</b>	<b>133,250</b>
<b>In-lieu property taxes</b>	<b>67,000</b>	<b>67,000</b>	<b>67,000</b>
<b>Miscellaneous</b>	<b>23,750</b>	<b>1,049,175</b>	<b>46,750</b>
<b>Total General Fund</b>	<b>\$ 28,596,140</b>	<b>\$ 29,921,384</b>	<b>\$ 29,633,919</b>
<b>SPECIAL REVENUE FUNDS</b>			
<b>Streets and Open Space Funds</b>			
Streets and Open Space Tax	\$ 12,076,486	\$ 12,796,500	\$ 13,153,000
Intergovernmental - State	2,808,792	2,808,792	2,810,513
Intergovernmental - County	960,000	196,721	1,897,491
Interest Earned	50,000	100,000	100,000
Miscellaneous	654,901	575,425	556,201
<b>Total Streets and Open Space Funds</b>	<b>\$ 16,550,179</b>	<b>\$ 16,477,438</b>	<b>\$ 18,517,205</b>
<b>Transient Occupancy Tax</b>			
Transient Occupancy Tax	\$ 557,684	\$ 583,000	\$ 600,000
Miscellaneous	1,500	1,500	1,500
<b>Total Transient Occupancy Tax</b>	<b>\$ 559,184</b>	<b>\$ 584,500</b>	<b>\$ 601,500</b>
<b>Impact Fee Fund</b>			
Impact Fees	\$ 306,120	\$ 383,051	\$ 382,650
Miscellaneous	61,058	57,959	57,259
<b>Total Impact Fee Fund</b>	<b>\$ 367,178</b>	<b>\$ 441,010</b>	<b>\$ 439,909</b>
<b>Grant Funds</b>			
Miscellaneous Grants	4,280,572	1,668,246	5,276,163
<b>Total Grant Funds</b>	<b>\$ 4,280,572</b>	<b>\$ 1,668,246</b>	<b>\$ 5,276,163</b>
<b>Acker Trust</b>			
Interest Earned	10,000	6,000	6,000
<b>Total Acker Trust</b>	<b>\$ 10,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>
<b>Total Special Revenue Funds</b>	<b>\$ 21,767,113</b>	<b>\$ 19,177,194</b>	<b>\$ 24,840,777</b>

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

**CITY OF PRESCOTT, ARIZONA**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2014**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES 2013</b>	<b>ACTUAL REVENUES* 2013</b>	<b>ESTIMATED REVENUES 2014</b>
<b>DEBT SERVICE FUNDS</b>			
Special Assessments	\$ 1,340,044	\$ 340,044	\$ 350,044
Interest Earned	52,591	56,591	39,490
<b>Total Debt Service Funds</b>	<b>\$ 1,392,635</b>	<b>\$ 396,635</b>	<b>\$ 389,534</b>
<b>ENTERPRISE FUNDS</b>			
Water	\$ 16,093,795	\$ 16,989,049	\$ 18,155,875
Wastewater	9,840,700	9,925,510	10,598,000
Solid Waste/Transfer Station	8,294,520	6,559,290	6,361,520
Golf Course	2,895,740	2,574,515	2,709,500
Airport	8,936,636	9,837,686	3,162,259
<b>Total Enterprise Funds</b>	<b>\$ 46,061,391</b>	<b>\$ 45,886,050</b>	<b>\$ 40,987,154</b>
<b>INTERNAL SERVICE FUNDS</b>			
Fleet Maintenance	\$ 1,941,000	\$ 2,013,393	\$ 1,946,000
Self-Insurance	2,257,978	2,196,850	1,395,414
Engineering	1,616,735	1,627,420	1,636,415
Facilities Maintenance	1,119,948	1,122,953	1,186,084
<b>Total Internal Service Funds</b>	<b>\$ 6,935,661</b>	<b>\$ 6,960,616</b>	<b>\$ 6,163,913</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 104,752,940</b>	<b>\$ 102,341,879</b>	<b>\$ 102,015,297</b>

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

**CITY OF PRESCOTT, ARIZONA**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2014**

<b>FUND</b>	<b>OTHER FINANCING 2014</b>		<b>INTERFUND TRANSFERS 2014</b>	
	<b>SOURCES</b>	<b>&lt;USES&gt;</b>	<b>IN</b>	<b>&lt;OUT&gt;</b>
<b>GENERAL FUND</b>				
Parking Garage	\$	\$	\$ 20,000	\$
Grants				766,883
<b>Total General Fund</b>	<b>\$</b>	<b>\$</b>	<b>\$ 20,000</b>	<b>\$ 766,883</b>
<b>SPECIAL REVENUE FUNDS</b>				
Streets and Open Space Funds	\$	\$	\$ 58,883	\$
Street Impact Fees				58,883
Transient Lodging Tax				20,000
Grants			376,431	
<b>Total Special Revenue Funds</b>	<b>\$</b>	<b>\$</b>	<b>\$ 435,314</b>	<b>\$ 78,883</b>
<b>ENTERPRISE FUNDS</b>				
Water	\$ 11,000,000	\$	\$	\$
Wastewater	24,151,180			
Airport			390,452	
<b>Total Enterprise Funds</b>	<b>\$ 35,151,180</b>	<b>\$</b>	<b>\$ 390,452</b>	<b>\$</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 35,151,180</b>	<b>\$</b>	<b>\$ 845,766</b>	<b>\$ 845,766</b>

**CITY OF PRESCOTT, ARIZONA**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2014**

<b>FUND/DEPARTMENT</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2013</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2014</b>
<b>GENERAL FUND</b>				
City Council	\$ 39,104	\$	\$ 36,673	52,508
City Clerk	78,451		59,384	109,317
City Court	549,961		527,030	558,207
City Manager	697,175		695,824	681,299
Legal	246,865	100,000	331,899	373,999
Budget & Finance	561,948		502,000	407,690
Field & Facilities	138,381		105,757	187,879
Community Development	1,308,228		1,251,520	1,308,807
Parks & Recreation	3,056,449		3,040,293	3,026,679
Library	2,248,752		2,191,013	2,260,241
Police Department	12,445,791		12,231,531	13,218,663
Fire Department	7,222,605		7,213,884	8,276,837
Economic Enterprises	1,390,090		1,390,076	1,334,622
<b>Total General Fund</b>	<b>\$ 29,983,800</b>	<b>\$ 100,000</b>	<b>\$ 29,576,884</b>	<b>\$ 31,796,748</b>
<b>SPECIAL REVENUE FUNDS</b>				
Streets and Open Space	\$ 27,446,609	\$	\$ 17,842,914	\$ 24,497,428
Transient Occupancy Tax	611,905		541,026	819,552
Impact Fees	1,427,350		94,950	887,501
Grants	4,634,878	(1,500,000)	1,840,324	5,652,594
Trust Funds	215,297		215,297	295,783
<b>Total Special Revenue Funds</b>	<b>\$ 34,336,039</b>	<b>\$ (1,500,000)</b>	<b>\$ 20,534,511</b>	<b>\$ 32,152,858</b>
<b>DEBT SERVICE FUNDS</b>	<b>\$ 2,969,610</b>	<b>\$</b>	<b>\$ 1,968,611</b>	<b>\$ 565,734</b>
<b>ENTERPRISE FUNDS</b>				
Water	\$ 32,355,874	\$	\$ 19,244,147	\$ 47,678,230
Wastewater	30,119,790		21,472,456	37,193,226
Solid Waste/Transfer Station	8,944,146		5,237,562	8,528,658
Golf Course	2,841,390		2,781,584	2,887,860
Airport	9,120,916	1,500,000	10,551,863	3,550,646
<b>Total Enterprise Funds</b>	<b>\$ 83,382,116</b>	<b>\$ 1,500,000</b>	<b>\$ 59,287,612</b>	<b>\$ 99,838,620</b>
<b>INTERNAL SERVICE FUNDS</b>				
Fleet Maintenance	\$ 4,267,953	\$	\$ 2,799,370	\$ 4,378,693
Self-Insurance	2,243,329	(100,000)	2,026,850	1,375,414
Engineering	1,618,817		1,617,920	1,687,960
Facilities Maintenance	1,257,632		1,109,247	1,327,584
<b>Total Internal Service Funds</b>	<b>\$ 9,387,731</b>	<b>\$ (100,000)</b>	<b>\$ 7,553,387</b>	<b>\$ 8,769,651</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 160,059,296</b>	<b>\$</b>	<b>\$ 118,921,005</b>	<b>\$ 173,123,611</b>

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

**CITY OF PRESCOTT, ARIZONA**  
**Expenditures/Expenses by Department**  
**Fiscal Year 2014**

<b>DEPARTMENT/FUND</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2013</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2014</b>
<b>Public Works:</b>				
Streets and Open Space	\$ 23,605,636	\$	\$ 14,422,229	\$ 20,751,379
Engineering	1,618,817		1,617,920	1,687,960
Water	32,355,874		19,244,147	47,678,230
Wastewater	30,119,790		21,472,456	37,193,226
<b>Department Total</b>	<b>\$ 87,700,117</b>	<b>\$</b>	<b>\$ 56,756,752</b>	<b>\$ 107,310,795</b>
<b>Field &amp; Facilities:</b>				
Streets and Open Space	\$ 3,840,973	\$	\$ 3,420,685	\$ 3,746,049
Solid Waste/Transfer Station	8,944,146		5,237,562	8,528,658
General Fund	138,381		105,757	187,879
Fleet Maintenance	4,267,953		2,799,370	4,378,693
Facilities Maintenance	1,257,632		1,109,247	1,327,584
<b>Department Total</b>	<b>\$ 18,449,085</b>	<b>\$</b>	<b>\$ 12,672,621</b>	<b>\$ 18,168,863</b>
<b>Airport and Economic Ent</b>				
General Fund	\$ 1,390,090	\$	\$ 1,390,076	\$ 1,334,622
Airport	9,120,916	1,500,000	10,551,863	3,550,646
<b>Department Total</b>	<b>\$ 10,511,006</b>	<b>\$ 1,500,000</b>	<b>\$ 11,941,939</b>	<b>\$ 4,885,268</b>

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

**CITY OF PRESCOTT, ARIZONA**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2014**

<b>FUND</b>	<b>Full-Time Equivalent (FTE) 2014</b>	<b>Employee Salaries and Hourly Costs 2014</b>	<b>Retirement Costs 2014</b>	<b>Healthcare Costs 2014</b>	<b>Other Benefit Costs 2014</b>	<b>Total Estimated Personnel Compensation 2014</b>
<b>GENERAL FUND</b>	333.00	\$ 19,243,931	\$ 4,539,132	\$ 2,479,309	\$ 1,651,152	\$ 27,913,524
<b>SPECIAL REVENUE FUNDS</b>						
Streets and Open Space	38.90	\$ 1,909,435	\$ 215,149	\$ 306,533	\$ 266,973	\$ 2,698,090
Transient Occupancy Tax	1.00	85,377	9,853	9,484	8,403	113,117
Grants	5.25	492,719	111,104	50,058	53,487	707,368
Trust	0.40	7,800			1,779	9,579
<b>Total Special Revenue Funds</b>	<b>45.55</b>	<b>\$ 2,495,331</b>	<b>\$ 336,106</b>	<b>\$ 366,075</b>	<b>\$ 330,642</b>	<b>\$ 3,528,154</b>
<b>DEBT SERVICE FUNDS</b>						
<b>Total Debt Service Funds</b>	-	\$ -	\$ -	\$ -	\$ -	\$ -
<b>ENTERPRISE FUNDS</b>						
Water	42.75	\$ 2,193,269	\$ 239,929	\$ 338,224	\$ 210,220	\$ 2,981,642
Wastewater	35.30	1,813,318	206,676	292,232	189,059	2,501,285
Solid Waste/Transfer Station	29.10	1,209,451	136,327	224,960	153,952	1,724,690
Golf course	38.00	1,114,196	128,578	131,203	107,297	1,481,274
Airport	10.75	494,819	57,102	59,683	48,239	659,843
<b>Total Enterprise Funds</b>	<b>155.90</b>	<b>\$ 6,825,053</b>	<b>\$ 768,612</b>	<b>\$ 1,046,302</b>	<b>\$ 708,767</b>	<b>\$ 9,348,734</b>
<b>INTERNAL SERVICE FUNDS</b>						
Fleet/Maintenance	9.40	\$ 505,606	\$ 52,106	\$ 77,426	\$ 51,656	\$ 686,794
Engineering	17.50	1,038,365	115,969	142,554	95,370	1,392,258
Facilities Maintenance	8.75	356,280	37,314	43,906	38,487	475,987
<b>Total Internal Service Funds</b>	<b>35.65</b>	<b>\$ 1,900,251</b>	<b>\$ 205,389</b>	<b>\$ 263,886</b>	<b>\$ 185,513</b>	<b>\$ 2,555,039</b>
<b>TOTAL ALL FUNDS A</b>	<b>570.10</b>	<b>\$ 30,464,566</b>	<b>\$ 5,849,239</b>	<b>\$ 4,155,572</b>	<b>\$ 2,876,074</b>	<b>\$ 43,345,451</b>

See Note

Note:  
Full-Time Equivalent (FTE) includes 508 FTE permanent employees and estimated 62.10 FTE temporary employees.

**FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	FY 2012	FY 2013	FY 2014	Min	Max	
<b>Mayor and Council</b>						
Mayor	1.00	1.00	1.00	9,000	9,000	
Councilman	6.00	6.00	6.00	6,000	6,000	
<b>Total Mayor and Council</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>			
<b>City Clerk</b>						
City Clerk	1.00	1.00	1.00	Unclassified		
Deputy City Clerk	-	1.00	1.00	40,019	57,429	60
Administrative Assistant	1.00	-	-	33,675	48,318	53
Secretary	-	-	0.50	26,957	38,688	44
<b>Total City Clerk</b>	<b>2.00</b>	<b>2.00</b>	<b>2.50</b>			
<b>City Court</b>						
Senior Court Clerk	1.00	1.00	1.00	28,330	40,664	46
Court Clerk	4.75	5.00	5.00	25,667	36,816	42
<b>Total City Court</b>	<b>5.75</b>	<b>6.00</b>	<b>6.00</b>			
<b>City Manager</b>						
City Manager	0.75	0.75	0.75	Unclassified		
Deputy City Manager	1.00	1.00	1.00	Unclassified		
Asst to City Council	1.00	1.00	1.00	48,776	69,971	68
Asst. to City Manager	1.00	-	-	46,426	66,602	66
<b>Total City Manager</b>	<b>3.75</b>	<b>2.75</b>	<b>2.75</b>			
<b>Public Communications</b>						
Comm & Public Affairs Mngr	-	1.00	1.00	57,970	83,200	75
Public Affairs Director	1.00	-	-	57,970	83,200	75
<b>Total</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>			
<b>Human Resources</b>						
Human Resources Director	1.00	1.00	1.00	Unclassified		
Human Resources Analyst	1.00	1.00	1.00	48,776	69,971	68
HR/Payroll Budget & Systems Analyst	-	1.00	1.00	48,776	69,971	68
Benefits Specialist	1.00	1.00	1.00	38,106	54,662	58
Human Resources Asst.	1.00	1.00	1.00	33,675	48,318	53
Payroll Specialist	1.00	1.00	1.00	39,042	56,035	59
Payroll Technician	-	-	-	33,675	48,318	53
<b>Total Human Resources</b>	<b>5.00</b>	<b>6.00</b>	<b>6.00</b>			
<b>Legal Department</b>						
City Attorney	1.00	1.00	1.00	Unclassified		
Assistant City Attorney	-	3.00	3.00	79,914	114,670	88
Chief Asst. City Attorney	1.00	-	-	79,914	114,670	88
Sr. Asst. City Attorney	1.00	-	-	72,384	103,896	84
Prosecutor	1.00	-	-	79,914	114,670	88
Legal Services Administrator	-	1.00	1.00	68,910	98,883	82
Investigator	1.00	-	-	42,058	60,341	62
Police Officer	-	1.00	-	42,661	62,254	PD Ofc
Paralegal	-	-	-	38,106	54,662	58
Office Manager	1.00	-	-	38,106	54,662	58
Legal Secretary	1.50	1.50	1.50	32,053	45,989	51
Risk Management Technician	-	-	1.00	32,053	45,989	51
Legal Assistant	1.00	1.00	1.00	34,507	49,525	54
<b>Total Legal Department</b>	<b>8.50</b>	<b>8.50</b>	<b>8.50</b>			
<b>Total General Government</b>	<b>33.00</b>	<b>33.25</b>	<b>33.75</b>			

**FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	FY 2012	FY 2013	FY 2014	Min	Max	
<b>Budget and Finance Department</b>						
<u>Tax &amp; Licensing</u>						
Assistant Finance Director	0.50	-	-	72,384	103,896	84
Privilege Tax Supervisor	1.00	1.00	1.00	51,230	73,528	70
Privilege Tax Auditor	1.00	1.00	1.00	48,776	69,971	68
Tax & Licensing Specialist	1.00	1.00	-	48,776	69,971	68
Tax & Licensing Representative	1.00	1.00	1.00	33,675	48,318	53
Tax & Licensing Collector	1.00	1.00	1.00	33,675	48,318	53
Tax Accounting Clerk	-	1.00	1.00	31,262	44,886	50
<b>Total</b>	<b>5.50</b>	<b>6.00</b>	<b>5.00</b>			
<u>Accounting Services</u>						
Finance Director	0.90	0.90	1.00	Unclassified		
Assistant Finance Director	0.50	-	-	72,384	103,896	84
Customer Service Manager	1.00	1.00	-	51,230	73,528	70
Senior Accountant	-	1.00	1.00	56,555	81,162	74
Budget Manager	1.00	1.00	-	51,230	73,528	70
Budget and Finance Analyst	-	-	1.00	48,776	69,971	68
Accountant	-	-	1.00	48,776	69,971	68
Accounts Payable & Purchasing Specialist	-	-	1.00	36,254	52,042	56
Accounts Rec. & Assessments Specialist	-	-	1.00	36,254	52,042	56
Accounting Technician	2.00	2.00	-	33,675	48,318	53
Accounting Clerk	1.00	-	-	26,957	38,688	44
<b>Total</b>	<b>6.40</b>	<b>5.90</b>	<b>6.00</b>			
<u>Information Technology</u>						
Finance Director	0.10	0.10	-	Unclassified		
IT Manager	1.00	1.00	1.00	72,384	103,896	84
GIS Coord\Historic Preservation	0.50	0.50	0.50	57,970	83,200	75
Network Engineer	1.00	1.00	2.00	51,230	73,528	70
Help Desk Manager	1.00	1.00	1.00	51,230	73,528	70
Web Developer/GIS Specialist	-	1.00	1.00	46,426	66,602	66
Info Tech Specialist	4.00	4.00	2.00	46,426	66,602	66
GIS Specialist	1.00	1.00	1.00	46,426	66,602	66
Help Desk Technicians	-	-	2.00	42,058	60,341	62
Administrative Assistant	1.00	0.50	-	33,675	48,318	53
<b>Total</b>	<b>9.60</b>	<b>10.10</b>	<b>10.50</b>			
<u>Purchasing</u>						
Purchasing Manager	1.00	-	-	56,555	81,162	74
<b>Total</b>	<b>1.00</b>	<b>-</b>	<b>-</b>			
<b>Total Finance Department</b>						
	<b>22.50</b>	<b>22.00</b>	<b>21.50</b>			
<b>Field and Facilities-General Fund</b>						
<u>Rodeo</u>						
Administrative Svcs Director	0.15	-	-	Unclassified		
Facilities Manager	-	0.15	0.15	56,555	81,162	74
<b>Total</b>	<b>0.15</b>	<b>0.15</b>	<b>0.15</b>			
<u>Parking Garage Fund</u>						
Administrative Svc Director	0.10	-	-	Unclassified		
Facilities Manager	-	0.10	0.10	56,555	81,162	74
<b>Total</b>	<b>0.10</b>	<b>0.10</b>	<b>0.10</b>			
<b>Total Field and Facilities-GF</b>						
	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>			

**FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	FY 2012	FY 2013	FY 2014	Min	Max	
<b>Community Development</b>						
<u>Administration/Planning &amp; Zoning</u>						
Comm. Devel. Director	0.50	0.50	0.50	Unclassified		
Planning Manager	0.60	0.60	0.60	60,902	87,381	77
GIS Coord/Historic Preservation Planner	0.50	0.50	0.50	57,970	83,200	75
Grants Administrator	2.75	1.65	1.65	51,230	73,528	70
Administrative Assistant	1.00	1.00	0.50	45,282	64,979	65
Administrative Specialist	1.00	-	-	33,675	48,318	53
Secretary	0.50	1.00	1.00	32,843	47,133	52
Total	1.00	-	-	26,957	38,688	44
<b>Total</b>	<b>7.85</b>	<b>5.25</b>	<b>4.75</b>			
<u>Building Inspections</u>						
Comm. Devel. Director	0.30	0.30	0.30	Unclassified		
Chief Building Official	1.00	1.00	1.00	60,902	87,381	77
Commercial Specialist	1.00	-	-	48,776	69,971	68
Plans Examiner/Bldg. Insp	-	2.00	2.00	48,776	69,971	68
Plans Examiner	1.00	1.00	1.00	44,179	63,398	64
Building Inspector	1.00	-	-	38,106	54,662	58
Permit Tech	1.00	1.00	1.00	31,262	44,886	50
Total	5.30	5.30	5.30			
<u>Code Enforcement</u>						
Comm. Devel. Director	0.20	0.20	0.20	Unclassified		
Planning Manager	0.40	0.40	0.40	60,902	87,381	77
Code Enforcement Supervisor	1.00	1.00	1.00	48,776	69,971	68
Code Enforcement Officer	1.00	1.00	1.00	29,037	41,662	47
Total	2.60	2.60	2.60			
<b>Total Community Development</b>	<b>15.75</b>	<b>13.15</b>	<b>12.65</b>			
<b>Parks and Recreation</b>						
<u>Administration</u>						
Recreation Services Director	1.00	1.00	1.00	Unclassified		
Recreation Coordinator	-	-	1.00	37,170	53,352	57
Recreation Assistant	0.09	0.09	-	26,957	38,688	44
Total	1.09	1.09	2.00			
<u>Recreation Programming</u>						
Recreation Supervisor	1.00	1.00	1.00	56,555	81,162	74
ASA/Tournament Supervisor	1.00	1.00	-	48,776	69,971	68
Recreation Coordinator	-	-	1.00	37,170	53,352	57
Recreation Assistant	0.79	0.79	-	26,957	38,688	44
Secretary	1.00	1.00	1.00	26,957	38,688	44
Total	3.79	3.79	3.00			
<u>Parks, Trails, and Landscape Maintenance</u>						
Special Projects Supt.	1.00	1.00	1.00	48,776	69,971	68
Parks Maintenance Supt	1.00	1.00	1.00	56,555	81,162	74
Parks Regional Coordinator	2.00	2.00	2.00	42,058	60,341	62
Landscape Coordinator	0.30	0.30	0.30	40,019	57,429	60
Equipment Mechanic	1.00	1.00	1.00	39,042	56,035	59
Turf & Irrigation Coord.	1.00	1.00	1.00	37,170	53,352	57
Maintenance Technician	2.30	-	-	32,843	47,133	52
Trails/Natural Parklands Coord	-	1.00	1.00	37,170	53,352	57
Community Svcs Work Mon.	-	2.00	2.00	26,957	38,688	44
Maintenance Worker	-	1.30	1.30	25,043	35,922	41
Recreation Assistant	0.11	0.11	-	26,957	38,688	44
Total	8.71	10.71	10.60			

**FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	FY 2012	FY 2013	FY 2014	Min	Max	
<u>Lakes Management</u>						
Maintenance Technician	1.00	1.00	3.00	32,843	47,133	52
Maintenance Worker	2.00	2.00	-	25,043	35,922	41
Total	3.00	3.00	3.00			
<b>Total Parks and Recreation</b>	<b>16.60</b>	<b>18.60</b>	<b>18.60</b>			
<b>Library</b>						
<u>Library/Public Services</u>						
Director	1.00	1.00	1.00	68,910	98,883	82
Assistant Director	1.00	-	-	56,555	81,162	74
Library Manager, Public Services	-	1.00	1.00	56,555	81,162	74
Library Network Manager	1.00	-	-	51,230	73,528	70
Lead Librarian	2.00	2.00	2.00	45,282	64,979	65
Librarian	5.00	6.00	5.00	41,018	58,864	61
Library Specialist	3.00	2.00	2.00	32,053	45,989	51
Library Assistant	5.00	6.00	5.00	27,643	39,666	45
Total	18.00	18.00	16.00			
<u>Library/Support Services</u>						
Manager, Support Services	1.00	1.00	1.00	51,230	73,528	70
Librarian	1.00	-	1.00	41,018	58,864	61
Technology Support Spec.	1.00	1.00	1.00	41,018	58,864	61
Library Assistant	2.00	1.00	2.00	27,643	39,666	45
Maintenance Technician	1.00	1.00	1.00	32,843	47,133	52
Custodian	1.00	1.00	1.00	21,590	30,971	35
Total	7.00	5.00	7.00			
<b>Total Library</b>	<b>25.00</b>	<b>23.00</b>	<b>23.00</b>			
<b>Police Department</b>						
<u>Administration</u>						
Police Chief	1.00	1.00	1.00	Unclassified		
Deputy Police Chief	-	1.00	1.00	79,914	114,670	88
Police Lieutenant	1.00	1.00	1.00	76,752	95,722	PD Lt
Police Research Analyst	1.00	-	-	42,058	60,341	62
Business Manager	-	1.00	1.00	38,106	54,662	58
Administrative Specialist	-	-	1.00	38,106	54,662	58
Administrative Assistant	1.00	-	-	33,675	48,318	53
Total	4.00	4.00	5.00			
<u>Records</u>						
Records Supervisor	1.00	1.00	1.00	48,776	69,971	68
Records Clerk	5.00	5.00	5.00	32,053	45,989	51
Total	6.00	6.00	6.00			
<u>Traffic</u>						
Sergeant	1.00	1.00	1.00	61,485	76,669	PD Sgt
Police Officer	3.00	4.00	5.00	42,661	62,254	PD Ofc
Parking Control Officer	1.00	1.00	1.00	29,037	41,662	47
Total	5.00	6.00	7.00			
<u>Investigations</u>						
Lieutenant	1.00	1.00	1.00	76,752	95,722	PD Lt
Sergeant	1.00	1.00	1.00	61,485	76,669	PD Sgt
Police Officer	7.00	6.00	9.00	42,661	62,254	PD Ofc
Secretary	0.50	0.50	1.00	26,957	38,688	44
Prop/Ev Tech-CSI	-	2.00	2.00	42,058	60,341	62
Property/Evidence Tech	2.00	-	-	32,053	45,989	51
Public Safety Specialist	0.75	0.75	1.00	30,514	43,763	49
Total	12.25	11.25	15.00			

**FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	FY 2012	FY 2013	FY 2014	Min	Max	
<u>Patrol</u>						
Lieutenant	1.00	1.00	1.00	76,752	95,722	PD Lt
Sergeant	6.00	7.00	6.00	61,485	76,669	PD Sgt
Officer	43.00	42.00	41.00	42,661	62,254	PD Ofc
Public Safety Specialist	0.50	-	-	30,514	43,763	49
IT Technician	-	0.50	0.50	33,675	48,318	53
Secretary	1.00	1.00	1.00	26,957	38,688	44
<b>Total</b>	<b>51.50</b>	<b>51.50</b>	<b>49.50</b>			
<u>Training</u>						
Officer	1.00	1.00	1.00	42,661	62,254	PD Ofc
<b>Total</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>			
<u>Community Services</u>						
Sergeant	2.00	1.00	1.00	61,485	76,669	PD Sgt
Police Officer	3.00	5.00	4.00	42,661	62,254	PD Ofc
Crime Prevention Officer	0.50	0.50	0.50	30,514	43,763	49
Secretary	0.50	0.50	-	26,957	38,688	44
<b>Total</b>	<b>6.00</b>	<b>7.00</b>	<b>5.50</b>			
<u>Community Restitution Program</u>						
Com. Serv. Worker Monitor	2.00	-	-	26,957	38,688	44
Secretary	0.50	-	-	26,957	38,688	44
<b>Total</b>	<b>2.50</b>	<b>-</b>	<b>-</b>			
<u>Animal Control</u>						
Supervisor	1.00	1.00	1.00	34,507	49,525	54
Animal Control Officer	2.00	2.00	2.00	29,037	41,662	47
<b>Total</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>			
<u>Regional Communications</u>						
Lieutenant	1.00	1.00	1.00	76,752	95,722	PD Lt
Communications Tech Manager	1.00	1.00	1.00	65,582	94,099	80
Info Tech Specialist	1.00	1.00	1.00	46,426	66,602	66
Business Manager	1.00	1.00	1.00	41,018	58,864	61
Communications Supervisor	4.00	4.00	4.00	38,106	54,662	58
Communications Specialist	22.75	24.75	24.75	33,675	48,318	53
<b>Total</b>	<b>30.75</b>	<b>32.75</b>	<b>32.75</b>			
<b>Total Police Department</b>	<b>122.00</b>	<b>122.50</b>	<b>124.75</b>			
<b>Fire Department</b>						
<u>Administration</u>						
Fire Chief	1.00	1.00	1.00	Unclassified		
Business Manager	-	-	1.00	38,106	54,662	58
Administrative Assistant	1.00	1.00	1.00	33,675	48,318	53
Secretary	1.00	1.00	1.00	26,957	38,688	44
<b>Total</b>	<b>3.00</b>	<b>3.00</b>	<b>4.00</b>			
<u>Prevention</u>						
Fire Marshall	1.00	-	-	74,194	106,475	85
Division Chief	-	1.00	1.00	83,653	100,329	BC
Plans Examiner	1.00	1.00	1.00	44,179	63,398	64
Fire Inspector	1.00	1.00	1.00	38,106	54,662	58
Fire Prevention Aide	1.00	1.00	-	26,957	38,688	44
<b>Total</b>	<b>4.00</b>	<b>4.00</b>	<b>3.00</b>			
<u>Suppression</u>						
Battalion Chief	3.00	3.00	3.00	83,653	100,329	BC
Captain	15.00	15.00	15.00	61,277	76,406	FC
Engineer	18.00	18.00	18.00	50,362	62,823	FE
Firefighter	21.00	21.00	21.00	40,356	58,851	FF
<b>Total</b>	<b>57.00</b>	<b>57.00</b>	<b>57.00</b>			

**FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	FY 2012	FY 2013	FY 2014	Min	Max	
<b>Training</b>						
Battalion Chief	1.00	-	-	83,653	100,329	BC
Division Chief	-	1.00	1.00	83,653	100,329	BC
<b>Total</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>			
<b>Fire Vegetation Crew</b>						
Wildland Division Chief	1.00	-	-	72,384	103,896	84
Division Chief	-	1.00	1.00	72,384	103,896	84
Wildland Crew Supervisor	1.00	1.00	1.00	48,776	69,971	68
Wildland Captain	1.00	1.00	1.00	42,058	60,341	62
Squad Boss	3.00	3.00	3.00	38,106	54,662	58
Code Enforcement Officer	1.00	1.00	1.00	29,037	41,662	47
Fuels Tech/Wildland FF	3.00	1.00	1.00	31,262	44,886	50
<b>Total</b>	<b>10.00</b>	<b>8.00</b>	<b>8.00</b>			
<b>Total Fire Department</b>	<b>75.00</b>	<b>73.00</b>	<b>73.00</b>			
<b>Economic Enterprises</b>						
<b>Economic Development</b>						
Director of Economic Initiatives	-	0.75	0.75	Unclassified		
Tourism/Economic Dev Coordinator	0.50	0.50	0.50	40,019	57,429	60
<b>Total</b>	<b>0.50</b>	<b>1.25</b>	<b>1.25</b>			
<b>Tourism</b>						
Tourism Director	1.00	1.00	1.00	Unclassified		
Public Affairs Coordinator	1.00	-	-	43,098	61,859	63
Tourism & Economic Dev Coord.	-	0.50	0.50	40,019	57,429	60
Marketing Coordinator	0.50	0.75	-	38,106	54,662	58
Sales Manager	-	-	1.00	42,058	60,341	62
<b>Total</b>	<b>2.50</b>	<b>2.25</b>	<b>2.50</b>			
<b>Special Events</b>						
Special Events Manager	1.00	1.00	1.00	43,098	61,859	63
<b>Total</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>			
<b>Elks Opera House</b>						
Administrative Svcs Director	0.05	-	-	Unclassified		
Business Manager	1.00	1.00	-	38,106	54,662	58
<b>Total</b>	<b>1.05</b>	<b>1.00</b>	<b>-</b>			
<b>Total Economic Enterprises</b>	<b>5.05</b>	<b>5.50</b>	<b>4.75</b>			
<b>Total General Fund</b>	<b>315.15</b>	<b>311.25</b>	<b>312.25</b>			
<b>Streets and Open Space</b>						
<b>Street Operations</b>						
Field & Facilities Director	0.40	0.40	0.40	Unclassified		
Streets Maintenance Supt	1.00	1.00	1.00	56,555	81,162	74
Administration Superintendent	0.50	-	-	56,555	81,162	74
Business Manager	-	0.50	0.30	38,106	54,662	58
Supervisor/Bldg Project Supv	1.00	1.00	1.00	48,776	69,971	68
Streets Maintenance Supv	3.00	3.00	3.00	48,776	69,971	68
Maintenance Specialist	1.00	1.00	1.00	39,042	56,035	59
Maintenance Technician	1.00	1.00	1.00	32,843	47,133	52
Senior Equipment Operator	3.00	3.00	3.00	36,254	52,042	56
Traffic Control Worker	2.00	2.00	2.00	33,675	48,318	53
Equipment Operator	11.00	11.00	11.00	34,507	49,525	54
Accounting Clerk	-	-	1.00	26,957	38,688	44
Maintenance Worker	4.00	4.00	4.00	25,043	35,922	41
<b>Total</b>	<b>27.90</b>	<b>27.90</b>	<b>28.70</b>			

**FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	FY 2012	FY 2013	FY 2014	Min	Max	
<u>Transportation Services</u>						
Traffic Engineer	1.00	1.00	1.00	79,914	114,670	88
Traffic Signal Supervisor	1.00	1.00	1.00	51,230	73,528	70
Traffic Engineering Tech	1.00	1.00	1.00	43,098	61,859	63
Traffic Signal Specialist	2.00	2.00	2.00	41,018	58,864	61
Total	5.00	5.00	5.00			
<u>Parks &amp; Rec/Row Landscaping</u>						
Landscape Coordinator	0.70	0.70	0.70	40,019	57,429	60
Maintenance Tech	0.70	0.70	0.70	32,843	47,133	52
Total	1.40	1.40	1.40			
<u>Streets and Open Space</u>						
Public Works Director	0.30	0.30	0.30	Unclassified		
Environmental Coordinator	-	-	1.00	53,830	77,251	72
Total	0.30	0.30	1.30			
<u>CYMPO</u>						
CYMPO Administrator	1.00	-	-	Unclassified		
Program Manager	0.50	-	-	46,426	66,602	66
Program Coordinator	1.00	-	-	40,019	57,429	60
Total	2.50	-	-			
<b>Total Streets and Open Space</b>	<b>37.10</b>	<b>34.60</b>	<b>36.40</b>			
<b>Water Fund</b>						
<u>Utility Billing</u>						
Utility Billing Manager	1.00	1.00	1.00	48,776	69,971	68
Utility Billing Specialist	-	-	1.75	36,254	52,042	56
Utility Billing Representative	3.50	3.50	2.00	33,675	48,318	53
Total	4.50	4.50	4.75			
<u>Meter Reading</u>						
Metering Service Worker	3.00	3.00	3.00	26,312	37,731	43
Secretary	0.15	0.15	0.15	26,957	38,688	44
Admin Specialist	1.00	1.00	1.00	32,843	47,133	52
Total	4.15	4.15	4.15			
<u>Water Administration</u>						
Public Works Dir.	0.35	0.35	0.35	Unclassified		
Senior Civil Engineer	0.50	0.50	0.50	76,066	109,138	86
Capital Program Manager	0.75	0.75	0.75	76,066	109,138	86
Utilities Manager	0.50	0.50	0.50	74,194	106,475	85
City Engineer	0.30	0.30	0.30	79,914	114,670	88
Utilities Engineer (Civil)	0.50	0.50	0.50	68,910	98,883	82
Project Manager	1.65	1.65	1.65	67,226	96,470	81
Sr Utilities Ops/Infra Analyst	0.50	0.50	0.50	63,981	91,832	79
Water Resource Spec	0.20	0.20	0.20	51,230	73,528	70
Sr Engineering Technician	0.50	0.50	0.50	51,230	73,528	70
Contract Specialist	0.40	0.40	0.40	41,018	58,864	61
Water Protection Inspector	-	-	0.50	39,042	56,035	59
Admin. Assistant	0.40	0.40	0.40	33,675	48,318	53
Secretary	0.40	0.40	0.40	26,957	38,688	44
Total	6.95	6.95	7.45			
<u>Water Production</u>						
Water Superintendent	0.50	0.50	0.50	60,902	87,381	77
Water Prod. Supervisor	1.00	1.00	1.00	48,776	69,971	68
Water Operator	5.00	5.00	5.00	36,254	52,042	56
Maintenance Specialist	1.00	1.00	1.00	39,042	56,035	59
Secretary	0.25	0.25	0.25	26,957	38,688	44
Total	7.75	7.75	7.75			
<u>Water Distribution</u>						

**FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	FY 2012	FY 2013	FY 2014	Min	Max	
Water Superintendent	0.50	0.50	0.50	60,902	87,381	77
Water Distribution Supv.	1.00	1.00	1.00	48,776	69,971	68
Water Protection Specialist	0.50	0.50	0.50	39,042	56,035	59
Senior Utility Worker	5.00	5.00	5.00	32,843	47,133	52
Utility Worker	7.00	7.00	7.00	29,765	42,702	48
Secretary	0.25	0.25	0.25	26,957	38,688	44
Total	14.25	14.25	14.25			
<b><u>Alternate Water Sources</u></b>						
City Manager	0.25	0.25	0.25	Unclassified		
Regional Programs Director	1.00	1.00	1.00	Unclassified		
Water Resource Specialist	0.60	0.60	0.60	51,230	73,528	70
Planner	0.25	0.35	0.35	51,230	73,528	70
Water Conservation Coord.	1.00	0.50	0.50	46,426	66,602	66
Contract Specialist	0.20	0.20	0.20	41,018	58,864	61
Administrative Asst	0.20	0.20	0.20	33,675	48,318	53
Secretary	0.20	0.20	0.20	26,957	38,688	44
Total	3.70	3.30	3.30			
<b>Total Water Fund</b>	<b>41.30</b>	<b>40.90</b>	<b>41.65</b>			
<b><u>Wastewater Fund</u></b>						
<b><u>Wastewater Utilities Administration</u></b>						
Public Works Dir.	0.35	0.35	0.35	Unclassified		
Utilities Manager	0.50	0.50	0.50	74,194	106,475	85
City Utilities Engineer	0.10	0.10	0.10	79,914	114,670	88
Utilities Engineer (Civil)	0.50	0.50	0.50	68,910	98,883	82
Senior Civil Engineer	0.50	0.50	0.50	76,066	109,138	86
Sr Utilities Ops/Infrastructure Analyst	0.50	0.50	0.50	63,981	91,832	79
Capital Program Manager	0.25	0.25	0.25	76,066	109,138	86
Capital Projects Manager	0.75	0.75	0.75	67,226	96,470	81
Water Resource Spec	0.20	0.20	0.20	51,230	73,528	70
Sr Engineering Technician	0.50	0.50	0.50	51,230	73,528	70
Contract Specialist	0.40	0.40	0.40	41,018	58,864	61
Water Protection Inspector	-	-	0.50	39,042	56,035	59
Admin. Assistant	0.40	0.40	0.40	33,675	48,318	53
Secretary	0.40	0.40	0.40	26,957	38,688	44
Total	5.35	5.35	5.85			
<b><u>Wastewater Treatment Plant</u></b>						
Wastewater Supt	0.50	0.50	0.50	60,902	87,381	77
WWTP Supervisor	2.00	2.00	2.00	51,230	73,528	70
WWTP Operator	8.00	8.00	8.00	39,042	56,035	59
Wastewater Lab Tech	1.00	1.00	1.00	39,042	56,035	59
Water Protection Spec.	0.50	0.50	0.50	39,042	56,035	59
WWTP Maint. Spec.	1.00	1.00	1.00	39,042	56,035	59
Admin Specialist	0.50	0.50	0.50	32,843	47,133	52
Capital Project Manager	0.40	0.40	0.40	67,226	96,470	81
Secretary	0.10	0.10	0.10	26,957	38,688	44
Total	14.00	14.00	14.00			

**FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	FY 2012	FY 2013	FY 2014	Min	Max	
<u>Wastewater Collection</u>						
Wastewater Superintendent	0.50	0.50	0.50	60,902	87,381	77
Wastewater Coll. Supv.	1.00	1.00	1.00	48,776	69,971	68
Senior Utility Worker	5.00	5.00	5.00	32,843	47,133	52
Utility Worker	6.00	6.00	6.00	29,765	42,702	48
Maintenance Specialist	1.00	1.00	1.00	39,042	56,035	59
Administrative Specialist	0.50	0.50	0.50	32,843	47,133	52
Secretary	0.25	0.25	0.25	26,957	38,688	44
<b>Total</b>	<b>14.25</b>	<b>14.25</b>	<b>14.25</b>			
<u>Effluent Delivery</u>						
Water Operator	1.00	1.00	1.00	36,254	52,042	56
<b>Total</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>			
<b>Total Wastewater Fund</b>	<b>34.60</b>	<b>34.60</b>	<b>35.10</b>			
<b>Solid Waste Fund</b>						
<u>Transfer Station</u>						
Field & Facilities Director	0.40	0.40	0.40	Unclassified		
Solid Waste Supt.	1.00	0.34	0.34	56,555	81,162	74
Solid Waste Supv.	2.00	-	0.50	48,776	69,971	68
Administrative Supt	0.50	-	-	56,555	81,162	74
Business Manager	-	0.50	0.50	38,106	54,662	58
Senior Equip. Operator	4.00	2.00	2.00	36,254	52,042	56
Commercial Equip. Oper.	4.00	1.00	-	34,507	49,525	54
Sanitation Equip. Operator.	10.00	2.00	2.00	34,507	49,525	54
Maintenance Specialist	1.00	0.34	0.25	39,042	56,035	59
Maintenance Worker	1.00	1.00	1.00	25,043	35,922	41
Accounting Tech	1.00	0.34	0.34	33,675	48,318	53
Accounting Clerk	2.00	2.00	1.00	26,957	38,688	44
<b>Total</b>	<b>26.90</b>	<b>9.92</b>	<b>8.33</b>			
<u>Residential Refuse</u>						
Solid Waste Supt.	-	0.33	0.33	56,555	81,162	74
Solid Waste Supv.	-	1.00	1.00	48,776	69,971	68
Senior Equip. Operator	-	1.00	1.00	36,254	52,042	56
Equipment Operator	-	7.00	7.00	32,843	47,133	52
Maintenance Specialist	-	0.33	0.50	39,042	56,035	59
Maintenance Worker	-	-	1.00	25,043	35,922	41
Accounting Tech	-	0.33	0.33	33,675	48,318	53
<b>Total</b>	<b>-</b>	<b>9.99</b>	<b>11.16</b>			
<u>Commercial Refuse</u>						
Solid Waste Supt.	-	0.33	0.33	56,555	81,162	74
Solid Waste Supv.	-	1.00	0.50	48,776	69,971	68
Commercial Equip. Oper.	-	4.00	-	34,507	49,525	54
Equipment Operator	-	1.00	5.00	34,507	49,525	54
Maintenance Specialist	-	0.33	0.25	39,042	56,035	59
Accounting Tech	-	0.33	0.33	33,675	48,318	53
<b>Total</b>	<b>-</b>	<b>6.99</b>	<b>6.41</b>			
<b>Total Solid Waste Fund</b>	<b>26.90</b>	<b>26.90</b>	<b>25.90</b>			
<b>Airport Fund</b>						
Director of Economic Initiatives	-	0.25	0.25	Unclassified		
Airport Manager	1.00	1.00	1.00	68,910	98,883	82
Operations & Maintenance Supervisor	-	-	1.00	48,776	69,971	68
Airport Operations Tech.	3.00	3.00	3.00	32,843	47,133	52
Maintenance Specialist	1.00	1.00	1.00	39,042	56,035	59
Management Analyst	1.00	1.00	1.00	46,426	66,602	66
Accounting Clerk	1.00	1.00	1.00	26,957	38,688	44
<b>Total Airport Fund</b>	<b>7.00</b>	<b>7.25</b>	<b>8.25</b>			

**FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	FY 2012	FY 2013	FY 2014	Min	Max	
<b>Golf Course Fund</b>						
<u>Maintenance</u>						
Grounds Superintendent	1.00	1.00	1.00	56,555	81,162	74
Asst Grounds Super.	2.00	2.00	2.00	44,179	63,398	64
Equipment Mechanic	1.00	1.00	1.00	39,042	56,035	59
Service Technician	1.00	1.00	1.00	32,843	47,133	52
Irrigation Tech	2.00	2.00	2.00	32,843	47,133	52
Groundskeeper	2.34	1.34	1.34	25,043	35,922	41
Total	<u>9.34</u>	<u>8.34</u>	<u>8.34</u>			
<u>Pro Shop</u>						
General Manager	1.00	1.00	1.00	68,910	98,883	82
Golf Marketing Director	1.00	-	-	38,106	54,662	58
Golf Tournaments/Mktg Coord	-	1.00	1.00	34,507	49,525	54
Restaurant Manager	0.25	0.25	0.25	40,019	57,429	60
Outside Services Manager	1.00	1.00	1.00	38,106	54,662	58
Groundskeeper	0.33	0.33	0.33	25,043	35,922	41
Total	<u>3.58</u>	<u>3.58</u>	<u>3.58</u>			
<u>Manzanita Grill</u>						
Facilities Manager	0.05	-	-	56,555	81,162	74
Restaurant Manager	0.75	0.75	0.75	40,019	57,429	60
Executive Chef	1.00	1.00	1.00	48,776	69,971	68
Sous Chef	1.00	1.00	1.00	28,330	40,664	46
Beverage Service Coordinator	0.50	0.50	0.50	16,224	23,275	21
Groundskeeper	0.33	0.33	0.33	25,043	35,922	41
Total	<u>3.63</u>	<u>3.58</u>	<u>3.58</u>			
<u>Golf Carts</u>						
Cart Service Coordinator	0.50	0.50	0.50	25,043	35,922	41
Total	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>			
<b>Total Golf Course Fund</b>	<b><u>17.05</u></b>	<b><u>16.00</u></b>	<b><u>16.00</u></b>			
<b>Fleet Maintenance Fund</b>						
<u>Fleet Maintenance</u>						
Field & Facilities Director	0.10	0.10	0.10	Unclassified		
Facilities Manager	0.30	-	-	56,555	81,162	74
Business Manager	-	-	0.10	38,106	54,662	58
Fleet Maintenance Superintendent	0.40	0.40	0.60	56,555	81,162	74
Fleet Maintenance Supervisor	0.90	0.90	0.90	48,776	69,971	68
Equipment Mechanic	5.00	5.00	5.00	39,042	56,035	59
Parts Specialist	1.00	1.00	1.00	32,843	47,133	52
Secretary	0.40	0.40	0.40	26,957	38,688	44
Total	<u>8.10</u>	<u>7.80</u>	<u>8.10</u>			
<u>Vehicle Replacement Fund</u>						
Fleet Maintenance Superintendent	0.60	0.60	0.40	56,555	81,162	74
Fleet Maintenance Supervisor	0.10	0.10	0.10	48,776	69,971	68
Secretary	0.60	0.60	0.50	26,957	38,688	44
Total	<u>1.30</u>	<u>1.30</u>	<u>1.00</u>			
<b>Total Fleet Maintenance Fund</b>	<b><u>9.40</u></b>	<b><u>9.10</u></b>	<b><u>9.10</u></b>			

**FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR**

Authorized Positions Job Classifications	Number of FTE's			Salary Range		Range Number
	FY 2012	FY 2013	FY 2014	Min	Max	
<b>Engineering Fund</b>						
<u>Engineering</u>						
City Engineer	0.60	0.60	0.60	79,914	114,670	88
Utilities Engineer (Civil)	1.00	1.00	1.00	68,910	98,883	82
Capital Project Manager	2.20	2.20	2.20	67,226	96,470	81
Contract Specialist	1.00	1.00	1.00	41,018	58,864	61
CAD Specialist	-	1.00	1.00	46,426	66,602	66
CAD Engineering Tech	1.00	-	-	43,098	61,859	63
Senior Engineering Tech	1.00	1.00	1.00	51,230	73,528	70
Registered Land Surveyor	1.00	1.00	1.00	44,179	63,398	64
Development Coordinator	1.00	1.00	1.00	36,254	52,042	56
Development Services Mgr	1.00	-	-	51,230	73,528	70
ROW Specialist	-	0.50	0.50	51,230	73,528	70
Permit Technician	1.00	1.00	1.00	31,262	44,886	50
<b>Total</b>	<b>10.80</b>	<b>10.30</b>	<b>10.30</b>			
<u>Construction Services</u>						
Supervisory Inspector	1.00	1.00	1.00	48,776	69,971	68
Construction Inspector	6.00	6.00	6.00	38,106	54,662	58
<b>Total</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>			
<b>Total Engineering Fund</b>	<b>17.80</b>	<b>17.30</b>	<b>17.30</b>			
<b>Self-Insurance Fund</b>						
Administrative Services Dir.	0.95	-	-	Unclassified		
Management Analyst	1.00	-	-	46,426	66,602	66
Risk Management Analyst	1.00	1.00	-	46,426	66,602	66
Risk Manager	-	1.00	-	56,555	81,162	74
<b>Total Self-Insurance Fund</b>	<b>2.95</b>	<b>2.00</b>	<b>-</b>			
<b>Facilities Maintenance Fund</b>						
Field & Facilities Director	0.10	0.10	0.10	Unclassified		
Facilities Manager	0.40	0.75	0.75	56,555	81,162	74
Maintenance Superintendent	1.00	1.00	1.00	56,555	81,162	74
Facilities Coordinator	1.00	1.00	1.00	37,170	53,352	57
Maintenance Specialist	1.00	1.00	1.00	39,042	56,035	59
Business Manager	-	-	0.10	38,106	54,662	58
Secretary	-	-	0.10	26,957	38,688	44
Custodian	2.00	2.00	2.00	21,590	30,971	35
<b>Total Facilities Maint. Fund</b>	<b>5.50</b>	<b>5.85</b>	<b>6.05</b>			
<b>Total City-wide Authorized</b>	<b>514.75</b>	<b>505.75</b>	<b>508.00</b>			

## **TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE**

IN COMPLIANCE WITH SECTION 42-17107, ARIZONA REVISED STATUTES, THE CITY OF PRESCOTT IS NOTIFYING ITS PROPERTY TAXPAYERS OF THE CITY OF PRESCOTT'S INTENTION TO RAISE ITS PRIMARY PROPERTY TAXES OVER LAST YEAR'S LEVEL. THE CITY OF PRESCOTT IS PROPOSING AN INCREASE IN PRIMARY PROPERTY TAXES OF \$410,148 OR 37.0%.

THE PROPOSED TAX INCREASE WILL CAUSE THE CITY OF PRESCOTT'S PRIMARY PROPERTY TAXES ON A \$100,000 HOME TO INCREASE FROM \$21.78 TO \$29.84.

THIS PROPOSED INCREASE IS EXCLUSIVE OF INCREASED PRIMARY PROPERTY TAXES RECEIVED FROM NEW CONSTRUCTION. THE INCREASE IS ALSO EXCLUSIVE OF ANY CHANGES THAT MAY OCCUR FROM PROPERTY TAX LEVIES FOR VOTER APPROVED BONDED INDEBTEDNESS OR BUDGET AND TAX OVERRIDES.

ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE PUBLIC HEARING ON THE TAX INCREASE THAT IS SCHEDULED TO BE HELD AT **TUESDAY, JUNE 25, 2013 AT 3:00 P.M.** IN THE CITY HALL COUNCIL CHAMBERS AT 201 SOUTH CORTEZ PRESCOTT, ARIZONA.

# Unfunded Capital

Title	FY2014 Request	FY2015 Projected	FY2016 Projected	FY2017 Projected	FY2018 Projected	FY2019 Projected
Rodeo Grounds rehab	\$ 609,357	\$ 27,300	\$ 270,000	\$ 882,532	\$ 350,000	\$ -