CITY COUNCIL VOTING MEETING MEETING

VOTING MEETING AGENDA

TUESDAY, SEPTEMBER 13, 2022, 3:00 PM

201 S. Cortez Street
Prescott, AZ 86303
City Council Chambers

Phil Goode, Mayor

Cathey Rusing, Mayor Pro Tem	Connie Cantelme, Councilwoman
Brandon Montoya, Councilman	Steve Sischka, Councilman
Eric Moore, Councilman	Clark Tenney, Councilman

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

Viewing & Participation
This meeting may be viewed on Channel 64, Facebook Live or on the City's website: **Live Prescott City Council Videos**
Or via Zoom by registering in advance: **Zoom Registration Link**
Public comments for Council may be submitted through the City website: **Public Comment Form**

1. CALL TO ORDER

2. INTRODUCTIONS / ANNOUNCEMENTS

3. INVOCATION - Father Ian Emile Dunn with All Saints Anglican Church

4. PLEDGE OF ALLEGIANCE - Councilman Sischka

5. ROLL CALL

6. PROCLAMATIONS
A. Suicide Prevention Month - September 2022
B. Constitution Week - Sept. 17-Sept. 23
C. Empty Bowls Day - Sept. 18
D. International Day of Peace - Sept. 21

7. PRESENTATIONS
A. ADEQ Voluntary Environmental Stewardship Program Award - Granite Creek Cleanup

Project

8. OPEN CALL TO THE PUBLIC

The City of Prescott welcomes public engagement and residents may comment & address Council on matters NOT included on the Agenda during the Call to the Public. Please complete a green speaker card and submit it to the City Clerk prior to the meeting being convened. Speakers are limited to four (4) minutes, and the Call to the Public will be limited to forty (40) minutes in total.

Please Note: Pursuant to A.R.S. §38-431.01(H), members of the Council may NOT discuss items that are not specifically identified on the Agenda and, therefore, interaction will be limited to the following:

1) ***Responding to criticism***
2) ***Requests to staff to investigate & report on the matter***
3) ***Request that the matter be scheduled on a future agenda***

9. CONSENT AGENDA

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately.

Recommended Action: MOVE to approve Consent Agenda Items 9.A. through 9.N.

A. Approval of Minutes from the August 16, 2022 Special Executive Session, the August 23, 2022 Workshop Session, the August 23, 2022 Study Session, and the August 23, 2022 Voting Meeting.

B. Approval of the 2023 Council Calendar.

C. Approval of Acceptance of Two Grants Awarded to the Prescott Police Department by the Governor's Office of Highway Safety in the Total Amount of $62,500.00 for DUI and Selective Traffic Enforcement Programs.

D. Approval of City Contract No. 2023-033 with DATAMATX for Utility Billing Printing and Mailing using Hanover County Contract #20-14-2823 in the Approximate Amount of $32,000 for Printing Costs and $98,000 for Postage Costs. Funding is Available in the Finance Budget.

E. Approval of City Contract No. 2023-043 for the Purchase of Two (2) F-150 4x4 Super Cab Pick-Up Trucks from Peoria Ford using State of Arizona Contract No. CTR059322 in the Amount of $84,059.92. Funding Is Available in the Engineering Fund.

F. Approval of City Contract No. 2021-085A3, an Amendment to Contract No. 2021-085, with Matrix New World for Hydrogeology and Groundwater Modeling for the City's Designation

of Assured Water Supply Application in the Amount of $19,280.00. Funding Is Available in the Water Fund.

G. Adoption of Resolution No. 2022-1840 Approving the Transfer of Certain Fiscal Year 2022 Budget Appropriations.
A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING THE TRANSFER OF UNENCUMBERED APPROPRIATIONS BETWEEN VARIOUS DEPARTMENTS AND FUNDS IN THE FISCAL YEAR 2022 BUDGET

H. Approval of Payment to Yavapai Family Advocacy Center in the Amount of $32,617 for FY23 for Support Services to the Prescott Police Department. Funding is Available in the General Fund.

I. Approval of City Contract No. 2023-049 for a Five-Year Service, Maintenance & Repair Agreement with TK Elevator Cooperation Using Omnia Partners Group Contract # R200502-316989. Funding is Available in the Facilities Budget.

J. Approval of City Contract No. 2023-051 for the Purchase of One (1) Toro Reelmaster 3100-D using Mohave QMS Contract No:Q98190 in the Amount of $54,114.50. Funding is Available in the Recreation Services Budget.

K. Approval of City Contract No. 2023-053 with Vehicle Service Group for the Purchase of One (1) 4-Post 36,000 Pound Vehicle Lift Using NASPO ValuePoint Contract #ADSP019-215114 in the Amount of $73,520.60 and applicable taxes. Funding is Available in the Recreation Services Fund.

L. Approval of CSP22-002, a Proposed Comprehensive Sign Plan for Calvary Prescott Chapel. Location: 2313 E State Route 69. Property Owner: Calvary Chapel of Prescott. Applicant: A and B Sign Company Inc.

M. Approval of CSP22-003, a Comprehensive Sign Plan for Seventh Day Adventist Church and School for a New Digital Monument Sign. Location: 2980 Willow Creek Road. Property Owner: Arizona Conf. Corp Seventh Day Adventists. Applicant: A and B Sign Company Inc.

N. Approval of City Contract No. 2022-168A7, an Amendment to City Contract No. 2022-168 with Dibble for Planning & Environmental Services - Land Acquisition Support Services (Appraisals) in the Vicinity of Prescott Regional Airport - Ernest A. Love Field in an Amount not to Exceed $331,542.00. Funding is Available in the Airport Fund.

10. CONSENT ORDINANCE

Recommended Action: MOVE to adopt Consent Ordinance Item 10.A.

A. Adoption of Ordinance No. 2022-1811, Approving City Contract No. 2023-045, a Cellular Site Lease Agreement with T-Mobile West LLC, for a Wireless/Cellular Communications

Facility Located on a Part of City Real Property located at APN 105-07-001B.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A CELLULAR SITE LEASE AGREEMENT, CITY CONTRACT NO. 2023-045 WITH T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR A WIRELESS COMMUNICATIONS FACILITY LOCATED ON A PART OF CITY-OWNED REAL PROPERTY APN # 105-07-001B; AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID ACCEPTANCE

11. REGULAR AGENDA

A. Discussion and Possible Action Regarding Retaining the Law Firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC and the Law Office of Joseph C. Tann, PLLC to Represent the City in Pursuing Litigation Regarding Damages Due to PFAS and PFOS.

Recommended Action: MOVE to approve or deny retaining the following law firms related to PFAS and PFOS damages: 1) Baron & Budd, P.C.; 2) Cossich, Sumich, Parsiola & Taylor LLC; and 3) Law Office of Joseph C. Tann PLLC

B. Approval of City Contract No. 2023-032 with Southwest Slurry Inc. for the FY23 Pavement Preservation - Micro Seal Project in an Amount not to Exceed $1,366,131.00, Utilizing the City Standard Cooperative Contract. Funding is Available in the Streets Fund.

Recommended Action: MOVE to approve City Contract No. 2023-032

C. Approval of Multiple Contracts for the Streets Division Snow Equipment Facility as Follows: 1) City Contract No. 2023-026 with Danson Construction, LLC, for the Construction of the Streets Division Snow Equipment Facility in an Amount not to Exceed $2,437,789.85; and 2) City Contract No. 2022-082A2, an Amendment to City Contract No. 2022-082 with Kimley-Horn for Post-Design Services in the Amount of $69,210.00. Funding is Available in the Streets Fund.

Recommended Action: 1) MOVE to approve City Contract No. 2023-026; and 2) MOVE to approve City Contract No. 2022-082A2

D. Approval of Multiple Contracts for the Juniper & Karen Drives Water Main Replacement Project as Follows: 1) City Contract No. 2023-027 with Asphalt Paving and Supply, Inc., in the Amount of $3,507,570.00; and 2) City Contract 2018-118A5, an Amendment to City Contract No. 2018-118 with Shepard-Wesnitzer Inc., for Post-Design Services in the Amount of $90,930.00. Funding Is Available in the Water Fund.

Recommended Action: 1) MOVE to approve City Contract No. 2023-027; and 2) MOVE to approve City Contract No. 2018-118A5

E. Approval of City Contract No. 2023-044 for the Purchase of Three (3) GridSmart Video Detection Systems & Data Collection Modules from Clark Transportation Solutions in the

Total Amount of $49,423.86. Funding is Available in the Streets Fund.

Recommended Action: MOVE to approve City Contract No. 2023-044

F. Approval of City Contract No. 2023-054 for the Purchase of One Hundred Fifty (150) 2022 Club Car Tempo L1 Golf Carts and One (1) CAF'E Express Beverage Cart from Club Car LLC using the Indigo Golf National Account at a Net Cost of $577,200.50 Plus Applicable Taxes. Funding is Available in the Recreation Services Budget.

Recommended Action: MOVE to approve City Contract No. 2023-054

G. Approval of City Contract No. 2023-042 with Managing for Results LLC to Provide Professional Services for Strategic Plan Facilitation for Completion of the Fire Department Strategic Plan Update in the Amount of $34,990.00. Funding is Available in the Fire Department Fund.

Recommended Action: MOVE to City Contract No. 2023-042

H. Approval of Acceptance of a Participating Agreement Between the City of Prescott and the United States Department of Agriculture (USDA) Prescott National Forest.

Recommended Action: MOVE to approve acceptance of the Participating Agreement

I. Approval of Multiple Items Related to the Runway 3L-21R Lighting & Signage and Precision Approach Path Indicator (PAPI) Projects at Prescott Regional Airport as Follows: 1) City Contract Number 2023-046 with Rural Electric, Inc., to Perform Construction Services in the Amount of $713,214.50; 2) City Contract No. 2019-069A37 with Dibble for Construction Management Services in an Amount not to Exceed $186,344.00; 3) Additional Grant Funding in the Amount of $17,550.00 from ADOT on Grant E2S1L01D; 4) The City's 10% Share of $1,755.00 Associated with the Increase in Grant ES1L01D; and 5) Night Work.

Recommended Action: 1) MOVE to approve City Contract No. 2023-046; 2) MOVE to approve City Contract No. 2019-069A37; 3) MOVE to approve receipt of an additional $17,550.00 in ADOT Grant E2S1L01D; 4) MOVE to approve the City's 10% Match on the Increased Grant Amount; and 5) MOVE to approve night work.

12. 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:

(1) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
(2) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
(3) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));

(4) 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));

(5) 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));

(6) 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);

(7) 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)).

THE CITY OF PRESCOTT ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 72 hours advanced notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 777-1272 to request an accommodation to participate in this public meeting. Prescott TDD number is (928) 445-6811. Additionally, free public relay service is available from Arizona Relay Service at 1-800-367-8939 and more information at www.azrelay.org

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

Sarah M. Siep
_____
Sarah M. Siep, City Clerk

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **City Clerk**

AGENDA ITEM: **Approval of Minutes from the August 16, 2022 Special Executive Session, the August 23, 2022 Workshop Session, the August 23, 2022 Study Session, and the August 23, 2022 Voting Meeting.**

ITEM SUMMARY

Attached for approval are the City Council minutes for the August 16, 2022 Special Executive Session, the August 23, 2022 Workshop Session, the August 23, 2022 Study Session, and the August 23, 2022 Voting Meeting.

BACKGROUND

N/A

FINANCIAL IMPACT

There is no fiscal impact on this item.

Recommended Action:

ATTACHMENTS

1. August 16, 2022 Executive Session Minutes.docx
2. August 23, 2022 Workshop Session Minutes.docx
3. August 23, 2022 Study Session Minutes.docx
4. August 23, 2022 Voting Meeting Minutes.docx

CITY COUNCIL EXECUTIVE SESSION MEETING

EXECUTIVE SESSION MINUTES

TUESDAY, AUGUST 16, 2022, 3:00 PM

201 S Cortez Street
Prescott, AZ 86303
Lower Level Conference Room

Phil Goode, Mayor

Cathey Rusing, Mayor Pro Tem	Vacant Seat
Brandon Montoya, Councilman	Steve Sischka, Councilman
Eric Moore, Councilman	Clark Tenney, Councilman

MINUTES OF THE EXECUTIVE SESSION OF THE PRESCOTT CITY COUNCIL EXECUTIVE SESSION HELD ON AUGUST 16, 2022, IN THE 201 S CORTEZ STREET PRESCOTT, AZ 86303 LOWER LEVEL CONFERENCE ROOM.

1. **Call to Order**
   Mayor Goode called the 3:00 p.m.

2. **Roll Call**

Phil Goode	Mayor
Cathey Rusing	Mayor Pro Tem
Brandon Montoya	Councilman
Eric Moore	Councilman
Steve Sischka	Councilman
Clark Tenney	Councilman

3. **Call to Enter Executive Session**

MOTION BY COUNCILMAN SISCHKA TO CONVENE EXECUTIVE SESSION; SECONDED BY COUNCILMAN MONTOYA: PASSED [6 – 0].

4. **Legal Matters**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Prescott City Council and to the general public that the Prescott City Council will hold a Meeting at 3:00 p.m. on Tuesday, August 16, 2022, in the Lower Level Conference Room for the purpose of deciding whether to go into executive session. If authorized by a majority vote of the Prescott City Council, the executive session will be held immediately after the vote

and will not be open to the public. The agenda for the meeting is as follows:

A. Discuss and Consider the Qualifications of Potential Appointees to the City Council Vacancy and Consult with the City's Attorneys for Legal Advice with Regard to the Receipt of Applications, Selecting Finalists, and Determining Further Interview Questions for Finalists for the City of Prescott Council Vacancy, Pursuant to A.R.S. § 38-431.03(A)(1) and (A)(3).

5. **Adjournment of Executive Session & Reconvening of a Regular Prescott City Council Meeting for Discussion and Possible Action Regarding Matters Discussed in Executive Session, Including Selecting Finalists for the City council Vacancy and Establishing a Time Frame for Next Steps**

   Mayor Goode adjourned the Executive Session at 4:29 p.m. and reconvened Open Session.

   MOTION BY COUNCILMAN MONTOYA TO SELECT CONSTANCE CANTELME, THOMAS REILLY, STEVEN SCHMIDT AND GERALD STRICKLIN AS THE FOUR FINALISTS FOR COUNCIL VACANCY AND MOVE FORWARD WITH INTERVIEW QUESTSIONS AS PRESENTED BY THE CITY CLERK; SECONDED BY COUNCILMAN TENNEY: PASSED [6 - 0].

6. **Adjournment**
   There being no further business to discuss, Mayor Goode adjourned the meeting at 4:31 p.m.

_____
PHILIP R. GOODE, Mayor

ATTEST:

_____
SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Executive Session of the City Council Executive Session of the City of Prescott, Arizona held on August 16, 2022. I further certify the meeting was duly called and held and that a quorum

was present.

Dated this _____ day of _____, 2022.

AFFIX
CITY
SEAL

_____
Sarah M. Siep, City Clerk

CITY COUNCIL WORKSHOP MEETING

WORKSHOP MEETING MINUTES

TUESDAY, AUGUST 23, 2022, 9:30 AM

201 S Cortez Street
Prescott, AZ 86303
Council Chambers

Phil Goode, Mayor

Cathey Rusing, Mayor Pro Tem	Vacant Seat
Brandon Montoya, Councilman	Steve Sischka, Councilman
Eric Moore, Councilman	Clark Tenney, Councilman

MINUTES OF THE WORKSHOP MEETING OF THE PRESCOTT CITY COUNCIL WORKSHOP MEETING HELD ON AUGUST 23, 2022, IN THE 201 S CORTEZ STREET PRESCOTT, AZ 86303 COUNCIL CHAMBERS.

1. **CALL TO ORDER**
   Mayor Goode called the meeting to order at 9:30 a.m.

2. **ROLL CALL**

Phil Goode	Mayor
Cathey Rusing	Mayor Pro Tem
Brandon Montoya	Councilman
Eric Moore	Councilman
Steve Sischka	Councilman – participated via Zoom
Clark Tenney	Councilman

3. **POSSIBLE ACTION & COUNCIL CANDIDATE INTERVIEWS (Please Note: Interview Times are Approximate)**

A. Ratification of Action Described Below as Taken by Council Following Executive Session on Tuesday, August 16, 2022

Mayor Goode commented that an Executive Session took place wherein the applications were reviewed and at the conclusion council adjourned to open session and selected the four finalists. This action with ratify that action.

MOTION BY COUNCILMAN MONTOYA TO RATIFY A MOTION BY COUNCILMAN MONTOYA TO SELECT CONSTANCE CANTELME, THOMAS REILLY, STEVEN SCHMIDT AND GERALD STRICKLIN AS THE FOUR FINALISTS FOR COUNCIL VACANCY AND TO MOVE FORWARD WITH INTERVIEW QUESTIONS AS PRESENTED BY THE CITY CLERK; SECONDED BY COUNCILMAN TENNEY: PASSED [6 - 0].

Mayor Goode stated that for the interviews Council will go "round robin" style for each question and following all interviews public comment will be entertained.

Prior to the start of the interviews City Clerk Sarah Siep announced that finalist Gerald Stricklin withdrew his candidacy on Monday afternoon so Council would only be interviewing three of the finalists today. She also reviewed the public comments that have been received by city staff.
Total Comments: 20
Support for Finalist Cantelme: 16
Support for Finalist Schmidt: 2
Support for Finalist Stricklin: 2

Interview of Constance Cantelme

Ms. Cantelme thanked Council and staff for their time and for selecting her to be interviewed today.

Councilman Montoya asked Question 1 and Ms. Cantelme responded that cities have to stay ahead the times, one shoe does not fit all. The city has a responsibility to provide essential services so who pays for the extra infrastructure and how is this accomplished. She stated that the "village concept" has been practiced for many years with planned area development and attached commercial development. Tax money from commercial and residential helps to offset paying for these areas/this can be a negotiating point to help with managed growth. With regard to workforce housing, it is widely held that this is subsidized by the municipality but she is unclear whether the city wants to do this. Proposes that it be called “affordable housing”, difficult when you live in a highly sought-after area like Prescott.

Mayor Goode asked Question 2 and Ms. Cantelme responded that she completely supports our Police and Fire Departments. To be successful we must take care of our safety personnel, and it always comes down to money. Have to pay them appropriately and incentivize their employment with things like bonuses. Need to be at the top of the pay scale to attract and maintain them, shows them that our community values them. She supports an effort for one large complex in North Prescott as the lines between Prescott and our surrounding areas are blurring to house our Police Department and Fire Department in one area in North Prescott would be highly beneficial. They are understaffed and have a heart of gold; she encourages Council to research how to keep our local departments staffed.

Mayor Pro Tem Rusing asked Question 3 and Ms. Cantelme responded that her definition is attracting businesses that will contribute to tax base and be a good fit for our community. We have a great quality of life, educational opportunities, sought after area to live in, beautiful weather, etc. Have to make sure that we are providing for the younger generation who want to live here a wonderful example of this is the Center for the Future. This is the kind of thing that builds on itself and we have what they are looking for. The Airport expansion is another economic driver for our community.

Councilman Tenney asked Question 4 and Ms. Cantelme responded that there are rules in the building industry that cover every different area, the current Airport Vicinity Overlay District and Planned Area Development can be worked on with a collaborative plan for the specific impact zones. Allows both parties to leave with a fair and equitable agreement. Locate commercial warehousing to impact zones, grading and drainage maps/topo maps can be examined as well, rezoning, set back alterations and other amendments to the planned area developments, expedited permitting for any necessary revisions. She believes there is always room to negotiate.

Councilman Moore asked Question 5 and Ms. Cantelme responded that this has been an issue in Arizona for a long time and we are still worried about our water stability which is the key to our future. Prescott is a leader in water conservation, we have many smart/intelligent people in our community that want to work with the city on this matter. Need to seriously look at the Big Chino project and figure out how to collaborate on the pipeline and get ahead of the curve. Beneficial to have a study done for this and have it ready for the future when we are ready to move forward.

Councilman Sischka asked Question 6 and Ms. Cantelme responded that she has been very involved in the historic preservation of our community, and she through that she has found that much of our infrastructure is very outdated. It is important to begin planning for the future to address those needs. The historic nature of our community is a huge driver for our Prescott and need to preserve that.

Interview of Thomas Reilly

Mayor Goode welcomed Mr. Reilly and thanked him for coming today. He asked Question 1 and Mr. Reilly responded that current and previous Councils have done a good job managing growth at 2% annually, it is about balancing the needs and demands for housing and commercial and protecting the environment and our open space. Smart growth balances all of these issues. Workforce housing is tricky, generally the first owner is workforce housing but then when it changes ownership that goes away. Zoning, density, and codes need to be updated to address these types of issues, for example by ways of density the amount of housing in a particular area is specific to workforce housing. He also feels it would be beneficial to address these issues with rent as well.

Mayor Pro Tem Rusing asked Question 2 and Mr. Reilly responded that he is on the opposite side of defunding the police and believes they need more in fact. Our department has done an excellent job of outreach in the community, but they still need more. The School Resource Officer is a wonderful way for the department to connect with the youth in our community.

Councilman Tenney asked Question 3 and Mr. Reilly responded that working with partners in the community to determine the types of businesses that we want to attract to our community, an Economic Development Department can work as a mediator for that by reaching out to these types of organizations and trying to get them here. Prescott is a great place to live, has been

here for forty years and in his opinion the feel of this community has not changed during that time, recreation/schools in the area. As far as our weaknesses one of the main ones is personnel, we have difficulty in filling positions which goes back to the workforce housing issue. People need to be able to have the ability to live here and work here, middle income earners are even struggling to find housing here.

Councilman Moore asked Question 4 and Mr. Reilly responded that he has been working on this with Planning & Zoning Commission. The plan that has been put out is overall pretty good, the impact zones are defined and have not changed over the years, but one of the more controversial things in the plan is the DNL sound issues. The Federal Aviation Administration (FAA) recommendation is 65 and there is desire to increase to 55, we need to engage the community and stakeholders in a deliberative process to find a middle ground on increasing the safety of the airport but meeting the needs of our community. That would take longer but it would be beneficial.

Councilman Sischka asked Question 5 and Mr. Reilly responded that the current portfolio is decided by Arizona Department of Water Resource (ADWR) and based on the 2009 Decision and Order (DNO) there are multiple components including ground water, surface water and effluent and the Big Chino. The issue is what to do with water, Council has chosen to use water in order to channel growth as a tool. Current water policy is a good one, twenty years ago when he was on Council they didn't know what to do and they established a water budget which helped to manage all of that.

Councilman Montoya asked Question 6 and Mr. Reilly responded that infrastructure is always an issue, but the city does a wonderful job of overviewing what needs to be addressed with each budget cycle. The city has a great deal of old infrastructure and public works does a great job of prioritizing where to work and what to work on, keeping up with roadway issues is also always a challenge. The most critical demands for service that we have is personnel and filling the already open positions is something that needs to be addressed by identifying what the workers need to have and how to give that to them. Satellite facilities are also things that need to be looked at based on growth, for example library/fire/PD.

Mayor Goode asked an additional question related to Environmental Open Space Issues & Protections and Mr. Reilly responded that he is not aware of any environmental crises happening with the land in our area. We have many areas of open space and the city has done a wonderful job of attaining these areas, there will always be those who want more but it is Council's job to be in between all of those opinions. Our trail system is fantastic, good for the city to work with outside jurisdictions on trails but shouldn't be required to do so.

Councilman Montoya asked an additional question related to transparency and whether Mr. Reilly feels the City of Prescott is transparent. Mr. Reilly responded that for the most part the city is transparent but there are areas that could be more transparent. For example, the airport issues need to have more direct stakeholder engagement. All parties get together and discuss their needs to develop solutions, not everybody gets what they want but they get what they need.

The job of Mayor and Council is outreach and engaging with the public.

Councilman Tenney asked additional question related to regional cooperation and the city's success with that, Mr. Reilly responded that the city of Prescott is affected by growth in the surrounding communities. Getting Mayors and Councilmembers together is a good start to addressing issues in the area to work together and help.

Mayor Pro Tem Rusing asked an additional question regarding Mr. Reilly's time on Council and asked him what his accomplishments were during that time. Mr. Reilly responded that from 1997 when he was appointed, he then ran and was elected to a four-year term. Doesn't plan on running this time. Engaged with neighborhood groups to identify the issues of concern and what could be done to address those issues (Sierry Peaks Drive and Daughtry Drive).

Interview of Steven Schmidt

Mayor Goode welcomed Mr. Schmidt and reviewed how the interview process would work.

Mayor Pro Tem Rusing asked Question 1 and Mr. Schmidt responded that smart growth is a wonderful opportunity to protect the area and make it more socially diverse. Reinventing in already existing infrastructure and rehabilitation of other areas and design neighborhoods to limit carbon footprint and help with traffic. Repurposing the land we already have and engaging the community to get their feedback and help on developing these types of concepts. Our local colleges have difficulty keeping teachers, as do fire and police who love the community but can't afford to be in the community which increases their travel to work, etc.

Councilman Tenney asked Question 2 and Mr. Schmidt responded that he has a soft spot for our first responders, the city has done a wonderful job with things like the Citizens Academy that informs members of the community regarding how things are done. Also, things like Coffee with a Cop are helpful. He has had an annual BBQ in which first responders are invited over so they can get to know their neighbors, this has been a fabulous opportunity to get to know these people on a personal basis and not just professionally, let the community at large see these individuals as people and not just cops. They are important to the community and work very hard on a daily basis. Additional education and social media is also helpful.

Councilman Moore asked Question 3 and Mr. Schmidt responded that removing as many roadblocks as possible to make the community friendly to businesses that will provide jobs for members of the community. Business retention and expansion, providing infrastructure for various services that are vital to the community is important as well. Doesn't see things as weaknesses but opportunities for improvement, the city has opportunities for advancement. For example branding recognition with things like the World's Oldest Rodeo and holding onto the legacy that is here, the weather is fantastic here which should also be capitalized on, there is great communication with surrounding communities. Education is an opportunity here as well, we are growing and traffic can be an issue at times which is something we can look at as well as limited housing.

Councilman Sischka asked Question 4 and Mr. Schmidt responded that he worked on an Airforce Plan 42 regarding land use compatibility issues, so he is familiar with the issues that Prescott is facing currently. Maintaining financial sustainability and aviation related issues is a balance but something like the expansion of the runway is beneficial for the airport and the community. Getting the community and stakeholders involved to see what their needs are for the area. The area is a prime location for growth and industry with a lot of potential. General aviation and commercial is a wonderful thing but it has to be beneficial for everyone.

Councilman Montoya asked Question 5 and Mr. Schmidt responded with a discussion regarding the city's water portfolio of lakes, wells, reservoirs which make for a complex system. Tapping into the Big Chino would be a very costly project, public education programs to help with conservation is important. Water in the future is the next gold standard, it is tough everywhere and need to be cognizant of that. There is not only one solution to a problem.

Mayor Goode asked Question 6 and Mr. Schmidt responded that the top issues for the Council relate to the questions presented related to water, airport, infrastructure, power, etc. There are opportunities to address these areas, it's not an easy solution and things will take time.

Mayor Pro Tem Rusing asked an additional question related to Budget/Finance and Mr. Schmidt responded regarding the two retirement systems for staff and one for elected officials/corrections officers. There is a shortage but that is on the way to recovery for the PSPRS fund. Both of these funds there are deficits, but these are being worked on. The city uses its budget for accountability rather than profitability.

Mr. Schmidt handed out a copy of his resume to the Council.

Selection of Appointee for Council Vacancy

Mayor Goode commented that there are impressive people that applied for this position. It is critical because this is 15-month appointment, and the importance of issues that we will be voting on in the near future, the appointed Councilmember should be up to speed on these issues. Not the time to bring someone in who isn't able to accept the appointment and have a strong fundamental understanding of the issues.

Councilman Tenney echoed Mayor Goode's comments and stated that he is impressed with the caliber of people in the community and those who have applied. He feels Council needs someone who is most ready with background of Prescott, both Ms. Cantelme and Mr. Reilly fill that bill pretty well. Was impressed with Mr. Reilly's comments and his previous experience on council would be critically important. He is the top choice at this time.

Mayor Goode added that many of the applicants would be a great candidate to run for election and encouraged people to do that.

Mayor Pro Tem Rusing thanked all applicants and finalists for the effort they put in to go through this process, she believes that commitment is important for this position. It should be more than the short term but also to continue running for the balance of the term. Ms. Cantelme has her support.

Councilman Montoya echoed Mayor Goode and Councilman Tenney's comments, when the appointment came up for Billie Orr's seat he applied but did not get to this point but encouraged those who didn't this time around to seek information about running for election. He feels that someone who is experienced and thoughtful about the issues facing our community is most important. He appreciated the unique ideas that Ms. Cantelme had about the issues that the community is facing, he feels she is his top candidate.

Councilman Moore commented on being a finalist during the last Council vacancy and then chose to run so he appreciates the encouragement of the Mayor for them to do so. He expressed his appreciation for Mr. Schmidt but feels that Mr. Reilly and Ms. Cantelme have been here for a long time and more experience with the community. In listening to Mr. Reilly and his perspective on the Airport and the Executive Session discussions show how pressing an issue it is. He appreciates Mr. Reilly's perspective on the airport issues and his service on the Planning & Zoning Commission and agrees that we need more deliberation and contact with stakeholders. Leaning toward Mr. Reilly for his choice at this time.

Councilman Sischka stated that the city has been onboarding new people is something that has been going on for a long time, we all have to "find the bathroom" and that shouldn't be a qualifier for selection. Mr. Reilly seemed much more positive about the future and what our limitations are a city, Ms. Cantelme seems to think money appears and it just doesn't. She appreciates her coming back and trying again and would love to see her as a candidate but feels Mr. Reilly is the most qualified at this time.

Mayor Pro Tem Rusing stated that she is still supporting Ms. Cantelme because she believes she has the ability to bring people together, she is still in the dark about Mr. Reilly's contributions during his time on Council.

Councilman Tenney said he feels Mr. Reilly and Ms. Cantelme are 1.A. and 1.B. and either would serve the Council and city well.

Councilman Moore added that as a Council there was much negativity in the community about last year's process and the fact that someone would be appointed for 33 months and officials should be chosen by the public and not Council, so he appreciates that Mr. Reilly is willing to step in for the time needed and then allow the public to decide who they want to represent them.

Councilman Montoya stated that he could go either way, if someone wants to run that is great if not that is ok too. If a person is willing to step up and do the job right away that is what is most important. Would take a little exception to Councilman Sischka's comments about Ms. Cantelme, he believes she is clear eyed about what the city is facing. Outreach and community

will be necessary as the Airport Vicinity Overlay (AVO) is navigated, and there are serious stakeholders that will need to be communicated with. That is good governance, sitting down with people you have disagreement with and moving forward. Echoed Councilman Tenney's comments that both Tom and Connie would serve the Council and community well.

Mayor Pro Tem Rusing commented that a seven-member Council with only one female is not reflective of the community, shouldn't be replacing a woman's seat with another man. Our Council needs to be balanced.

Councilman Tenney stated that he appreciates Mayor Pro Tem's comments, but he is more concerned with someone's contributions and experience versus whether they are a man or a woman. That is what this should be about.

Councilman Moore echoed Councilman Tenney's comments, this is about qualifications and experience. Both candidates are very qualified, but the decision shouldn't be made based on gender, but what they are bringing to the table and he still feels Mr. Reilly is more aligned with him.

MOTION BY MAYOR GOODE TO APPOINT CONNIE CANTELME; SECONDED BY COUNCILMAN MONTOYA: PASSED [5 - 1] COUNCILMAN SISCHKA DISSENTING.

Mayor Goode commented that this was a tough call, and he appreciates Mr. Reilly's comments and efforts and hopes he'll continue on the Planning & Zoning Commission.

Councilman Montoya stated that he is grateful Mr. Reilly will continue to be on the Planning & Zoning Commission.

4. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 11:16 a.m.

_____

PHILIP R. GOODE, Mayor

ATTEST:

_____

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Workshop Meeting of the City Council Workshop Meeting of the City of Prescott, Arizona held on August 23, 2022. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2022.

AFFIX
CITY
SEAL

_____
Sarah M. Siep, City Clerk

CITY COUNCIL STUDY SESSION MEETING

STUDY SESSION MINUTES

TUESDAY, AUGUST 23, 2022, 1:00 PM

201 S. Cortez Street
Prescott, AZ 86303
Council Chambers

Phil Goode, Mayor

Cathey Rusing, Mayor Pro Tem	Vacant Seat
Brandon Montoya, Councilman	Steve Sischka, Councilman
Eric Moore, Councilman	Clark Tenney, Councilman

MINUTES OF THE STUDY SESSION OF THE PRESCOTT CITY COUNCIL STUDY SESSION HELD ON AUGUST 23, 2022, IN THE 201 S. CORTEZ STREET PRESCOTT, AZ 86303 COUNCIL CHAMBERS.

1. **CALL TO ORDER**
   Mayor Goode called the meeting to order at 1:00 p.m.

2. **ROLL CALL**

Phil Goode	Mayor
Cathey Rusing	Mayor Pro Tem
Brandon Montoya	Councilman
Eric Moore	Councilman
Steve Sischka	Councilman – participated via Zoom
Clark Tenney	Councilman

3. **DISCUSSION**

   A. Presentation and Discussion Regarding Public Safety Retention, Recruiting & Readiness.

Police Chief Amy Bonney provided a presentation to Council regarding public safety retention, recruiting and readiness. It is her hope that as a city we are leaning into the opportunity to get ahead of the staffing issues that they will be facing.

Human Resources Director Branden Nunez continued the presentation with information regarding US workforce data:
* Since 2019 the US is experiencing historically low national unemployment rates and is currently at 3.5%
* Department of Labor estimates there are more jobs available today than there are job seekers
* According to the Bureau of Labor Statistics, the number of US job openings is near 10.7 million, highest level in history
* Average of 4 million workers per month quit their job in 2021

*The Great Resignation – these factors have led to the most complex and competitive employment market in the modern history of workforce statistics

City of Prescott Statistics:

* In 2021 - total workforce turnover percentage was 15.4%
* In 2022 - total workforce turnover was 13.5%
* 6% increase compared to our five-year average turnover rate of 9%
* Top factors for leaving since 2021
    - Pay 41%
    - Career Change or Opportunity 33%
    - Retirement 30%
* Applicant Reduction - 21% less applications per year since 2019
* More Recruitment Activity
    - Four times the number of positions actively recruiting per month
    - 2019 and prior: 12 positions per month on average
    - 2020 to current: 48 positions per month on average
* Five-Year Increase Fire Department Turnover
    - 2017: 1.6%
    - 2021: 10%
    - 2022: 6.7%
* Fire Department top 3 factors for leaving since 2020 - pay, career change and retirement
* Fire Department applicant reduction
    - 2017: 91 qualified applicants per posting
    - 2020 to current: 55 qualified applicants per posting
* Police Department Five-Year Increased Turnover
    - 2017: sworn officer turnover 11%
    - 2022: sworn officer turnover 14.2%
* Police Department top 3 factors for leaving since 2020 - pay, career change and retirement
* Police Department applicant reduction
    - 2017-2019: 46 qualified applicants per posting
    - 2020-current: 12 qualified applications per posting
* Increased turnover in 2021 at the City of Prescott was 15.4%
* In 2022 total workforce turnover was 13.5%

Fire Chief Holger Durre continued the presentation with an overview of the public safety survey that was distributed several weeks ago. Within three days they had 200 responses. This is a national issue not just the city of Prescott. 83.3% of respondents reported that they are currently facing recruiting and retention challenges with 81.6% of those respondents reporting that the impact was moderate, significant or severe compared to 10-years ago.

Reasons for Challenges:

* Lack of applicants and low retention
* Low pay – cost of living
* Low retention only
* Culture

* Changes in the workforce
* Certification challenges
* High Retirement Rate
* Low Pay - High Cost of Living

Overview of Initiatives from Around the Country:
* Lateral hires
* "Green" recruit academies
* Enhanced benefits
* High School summer camps
* Increase in pay for market competition
* Full-time recruiters
* Pay for fuel if making under current wage
* Speed in hiring and incentive adjustments
* Increased outreach
* Sign-on bonus and referral bonuses
* Take-home cars for officers
* Housing down-payment assistance
* Salary compression countermeasures
* Work schedule adjustments
* Focus on employee relations

Take Home Points:
* Focus on recruitment
* Prescott is not unique
* Regional impacts
* Proactivity vs Reactivity

Chief Bonney continued regarding how it got to this point, the past two to three years have been extremely challenging for public safety.

Policing in Prescott:
* Have to remain cognizant of who we are sending to the door (quality candidates)
* Our community expects and deserves the highest caliber police protection and partnership
* Landscape of policing is changing before our eyes and if we lose footing the delivery of high quality services we currently provide may become unrecognizable. Need to be a leader in the region and can't just run with it anymore.

Challenges:
* In addition to the decrease in applicants we are seeing people leave the police professions in droves
* All police agencies are syphoning candidates from the same very shallow pool
* When people who feel called to serve in policing have to make Prescott most attractive
* Put Prescott on the "menu"

What Have We Done:

* Changed officers' schedules to enable greater coverage (less time for training and PTO)
* Pulled officers from specialty positions such as community services, traffic enforcement and investigations
* Continuing attrition at this rate could very easily result in a reduction in service levels that could impact our community

Chief Durre continued with Fire Specific issues:

* Daily Shift Staffing - 17 with two additional coverage positions
* 2 vacation slots per day plus long-term injuries, wildland deployments, training leave and sick leave
* Significant increase in mandatory overtime
* Temporary reassignment of Alternative Response Unit to cover long term vacancies
* Significant reduction in applicant pool and discussion of "green academies" (take someone without any certifications and training them while they are on the payroll)
* Growth of quad city area is causing greater competition for resources
* Current at sixty-one employees (firefighter/EMT) and eight administrative staff members

Future Staffing Needs:

* 8 SAFER grant positions – increase base staffing to reduce overtime costs and reduce mandatory overtime
* Immediate future – fire stations 76 and 77 would require 12 positions for station (North Prescott area)
* Support staff for departmental management – dedicated fire marshal, wildfire mitigation coordination, training staff, administrative and logistics support
* A total of 36 to 40 new positions needed in the next 5-10 years in addition to expected retirement of 1/3 of the department

Possible Solutions:

* Perform a staffing needs assessment and assess the market/current employees
* Recruitment and retention flexibility
* Define market position based on current reality
* Innovative work policies, benefits and programs
* Think comprehensively – not one size fits all
* Invest in culture, people and attitude

Councilman Montoya thanked staff for their time and for being proactive on these matters, this is not just specific to Prescott or even just safety staff. This isn't necessarily dire at the moment but seems to be trending in that direction, but things like salary changes/sign-on bonuses/academy/workforce housing would be various dials to turn but need to consider where would the most impactful for the short-term and the long-term.

Chief Bonney responded that she is concerned with retaining employees that are working so much that they are tired as well as if these employees feel supported. She feels that Prescott needs to reposition itself as the leader in the region and the most important and significant short-term change would be in

salary. Also need to recognize the importance of the other departments in the city.. Looking at regional benefits and creative solutions that Human Resources is coming up with would be very impactful.

Chief Durre added that the most responsive thing the city can do is have this conversation, next step is to focus on its current workforce. For the Fire Department a green academy is a huge component to this.

Councilman Montoya asked if the green academy could be a regional cooperation and asked about being in stage two of the workforce housing component of the Fire Department Strategic Plan which will have short, medium and long-term outputs.

Chief Durre responded that they have spoken with CAFMA about this, regional academies are tricky but Chief Frytag has similar feelings about this. Wants to maintain a Prescott focus on this but does feel it would be important.

Councilman Moore commented that this community loses a lot of the young people after they graduate high school, he asked if it would be possible to have something that is focused on them and keeping them in our community and providing wonderful jobs.

Chief Bonney responded that she is a product of that and agrees that it is important, she feels that these are wonderful programs to be expanded. Can't be a sworn officer until they are twenty-one, but could start in dispatch to get a good overview of how public safety works in the community.

Chief Durre added that Fire does have an explorer program, and brings to mind a conversation he had last week with an 11-year old girl who wanted to be a firefighter and that is the age he'd want to target, getting them engaged early is important.

Mr. Nunez concurred with opinions about engaging the community particularly youth. Need to capture the people who are already here because of the cost of housing. This is a long-term solution. In the short-term taking a look at more testing, advertisements, simplified application process.

Mayor Pro Tem Rusing asked City Manager Michael Lamar for his insights on this.

Mr. Lamar said that he is extremely supportive of the implementation of these types of initiatives, he believes that while compensation is important public safety jobs aren't as well looked upon as they used to be. We need to find a way to communicate to people that this community is a pro-public safety community, it is a good place to be a cop or a firefighter. With regard to the supply and demand and compensation there is a neighboring agency that is down 100 people so it is a larger problem. Have to be very creative.

Chief Bonney agreed, that is why many of these solutions are long-term. Things are changing and assaults on our police officers has gone up since 2020 so we need to make sure that the people who put on the uniform feel supported.

Councilman Tenney commented that in his conversations with HR and Chief Bonney regarding compensation there is a reality that even if they are at the top of the chain the housing here is still too much for teachers, safety personnel, etc. Working with the students would be extremely beneficial. Support for the safety staff needs to go beyond just saying it and a high level of resources should go into this.

Chief Durre added that both police and fire have turned from jobs to professions, so the education component is very important as well.

Mr. Lamar commented that incentivizing with tuition reimbursement is something that the city already does but we need to make that more known.

Councilman Moore asked if there is any recruitment being done with people coming out of the military.

Mr. Nunez responded that they are an ideal candidate for law enforcement, they do attend all military career fairs.

Member of the public Patrick Kuykendall addressed Council regarding the fact that everyone is facing these issues right now. Supports police, fire and first responders as does Prescott as a whole. Shortage of police and fire is disheartening, mid-level private sector jobs pay more and have less stress. There is also the issue of smaller communities like ours having to compete with larger communities and agencies. Need to make first responders feel supported, provide additional and enhanced compensation packages, recruiting/retention need to be a focus.

Member of the public Anne Wenzel addressed Council regarding the violence and crime increasing all over the country. She believes this will begin spreading to smaller towns like ours and we need to be proactive. She applauds our staff for coming to Council with this information and supports any increase in compensation or anything that would help in this area.

This item was for discussion only, no formal action was taken.

B. Presentation and Discussion Regarding City's Portable Events Stage.

Deputy Recreation Services Director Tim Legler provided a presentation to Council regarding the city's portable events stage which was purchased in 1997 to be available for event's promoters.

The stage has been used at 500 different events, it is well past its effective life and now regularly needs repairs.

<u>Discussion Points:</u>
* Portable rentals are available from the private sector (would be recommended to those planners)
* Some of the local events are currently renting
* Council direction on whether to purchase a new stage, staff has budgeted $250,000 if Council would like to purchase another stage

Mr. Legler clarified that offloading the stage would then get the city out of handling that rental and recommend planners contact private rentals rather than going through the city with the exception of the signature events during which the city will cover the rentals.

City Manager Michael Lamar doesn't feel we are putting an undue burden on event organizers to do their own stage.

Mr. Legler confirmed and added that many of the organizers go to other organizations already anyway.

Councilman Moore stated that recreation and tourism are very important in our community, and looking at the amortization of the cost of the stage over the years it isn't that much. Should ditch the current stage because it is a money pit, thinks a balanced approach is appropriate.

Recreation Services Director Joe Baynes added that the goal was to get the stage and help boost the events in the late 1990s which they have done. Feels it is more cost effective for the signature events to have the city cover the cost of the rental and all others do on their own.

Mr. Legler confirmed.

This item was for discussion only, no formal action was taken.

4. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 2:18 p.m.

_____

PHILIP R. GOODE, Mayor

ATTEST:

_____

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the City Council Study Session of the City of Prescott, Arizona held on August 23, 2022. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2022.

AFFIX
CITY
SEAL

_____

Sarah M. Siep, City Clerk

CITY COUNCIL VOTING MEETING

VOTING MEETING MINUTES

TUESDAY, AUGUST 23, 2022, 3:00 PM

201 S. Cortez Street
Prescott, AZ 86303
City Council Chambers

Phil Goode, Mayor

Cathey Rusing, Mayor Pro Tem	Vacant Seat
Brandon Montoya, Councilman	Steve Sischka, Councilman
Eric Moore, Councilman	Clark Tenney, Councilman

MINUTES OF THE VOTING MEETING OF THE PRESCOTT CITY COUNCIL VOTING MEETING HELD ON AUGUST 23, 2022, IN THE 201 S. CORTEZ STREET PRESCOTT, AZ 86303 CITY COUNCIL CHAMBERS.

1. **CALL TO ORDER**
   Mayor Goode called the meeting to order at 3:00 p.m.

2. **INTRODUCTIONS / ANNOUNCEMENTS**
   Mayor Pro Tem Rusing announced that Connie Cantelme was appointed to council following interviews earlier today, she will be sworn in September 13 at 9:45 a.m. She added that the Planning & Zoning Commission will be meeting to discuss the AVO on Thursday, August 25 at 9 am.

   Councilman Tenney thanked Mayor Pro Tem Rusing for her recent assistance in finding housing for a new teacher and his family after they had some difficulty. Affordable and reasonable housing in our community is very difficult to find and he appreciates the fact that Mayor Pro Tem Rusing was willing and able to assist so that the school district didn't lose a wonderful teacher.

3. **INVOCATION - Dennis Baker with Mt. Vernon Church of Christ**

4. **PLEDGE OF ALLEGIANCE - Councilman Moore**

5. **ROLL CALL**

Phil Goode	Mayor
Cathey Rusing	Mayor Pro Tem
Brandon Montoya	Councilman
Eric Moore	Councilman
Steve Sischka	Councilman – participated via Zoom
Clark Tenney	Councilman

6. PRESENTATIONS

A. Presentation Regarding Recognition Monument for Frank Shankwitz Founder of the Make-A-Wish Foundation

Joe Bagley provided a presentation to Council regarding his desire to have a dedication for Mr. Shankwitz, he thanked Councilman Montoya and Moore for requesting this be put on the Agenda. Asking for support and cooperation to properly honor Mr. Shankwitz with a monument. Make-a-Wish is in 50 countries serving hundreds of thousands of wish kids. He feels the Courthouse Plaza or on city property with high visibility, possibly part of the Granite Creek Corridor project.

7. PROCLAMATIONS

A. 10th Annual Hopefest Arizona - September 10

Councilman Montoya presented the Proclamation.

8. OPEN CALL TO THE PUBLIC

A. Linda Nichols – addressed Council regarding support for the Prescott Police Department as a concerned and involved citizen. Prescott is a safe community but seeing the breakdown of communities across the country it will be difficult to keep that the case. She provided a list of agencies that pay more the Prescott Police Department in the state.

B. Sherrie Hanna – addressed Council regarding support for the Prescott Police Department, have always had the highest quality of police here in our community. Hiring and retaining law enforcement officers is very difficult across the nation and Prescott is no different.

9. CONSENT AGENDA

MOTION BY COUNCILMAN MONTOYA TO APPROVE CONSENT AGENDA ITEMS 9.A. THROUGH 9.G.; SECONDED BY MAYOR PRO TEM RUSING: PASSED [6 – 0].

A. Approval of Minutes from the August 9, 2022 10 am Executive Session, the August 9, 2022 Study Session, the August 9, 2022 Voting Meeting and the August 9, 2022 4:30 pm Executive Session.

B. Approval of City Contract No. 2023-022 for the Purchase of a New Cart-Away Pull-Behind Concrete Mixer in the Amount of $48,671.47. Funding Is Available in the Streets Fund.

C. Approval of City Contract No. 2023-034 for the Purchase of Two (2) Kubota Utility Vehicles from Bingham Equipment Company Utilizing Sourcewell Contract No. 040319-KBA in the Amount of $31,003.78. Funding is Available in the Wastewater Fund.

D. Approval of City Contract No. 2022-038 for the Purchase of Six (6) Police Vehicles from Peoria Ford using State of Arizona Contract ADSP017-00006397 Pricing in the Amount of

$286,043.97, Four (4) Police Vehicles from Courtesy Chevrolet using State of Arizona Contract Pricing in the Amount of $176,798.92, Emergency Equipment Up Fitting from American Emergency Products Using Yavapai County Contract 2018-356 in the Amount of $284,438.78 and Other Required Equipment from Various Vendors Totaling $120,000.00 Funding is Available in the General Fund.

E. Approval of City Contract No. 2023-037 with Yavapai Metal Recycling for the Recycling of Scrap Metals and Materials.

F. Approval of City Contract No. 2019-069A36, an Amendment to City Contract No. 2019-069 with Dibble for On-Call Engineering and Planning Services at Prescott Regional Airport - Ernest A. Love Field in an Amount not to Exceed $70,000.00. Funding is Available in the Airport Fund.

G. Approval of Approval of City Contract No. 2022-168A6, an Amendment to City Contract No. 2022-168 with Dibble for On-Call Planning & Engineering Services at Prescott Regional Airport - Ernest A. Love Field, to Create a Drainage Master Plan (DMP) - Phase 1 in an Amount not to Exceed $202,416.00. Funding is Available in the Airport Fund.

10. LIQUOR LICENSES

A. Public Hearing and Consideration for a New Series 6 Bar Liquor License Application from Amy S Nations, Applicant, for Whiskey River Tavern. Location: 214 S Montezuma Street.

Owner Cathy Stonesipher addressed Council regarding the new restaurant and bar. They hope to open and make this place a “community backyard” for live music and entertainment. Also plan to be involved in the community and plan to have a fundraiser this weekend for Kevin Garcia and will also have music lessons on weekend mornings for children.

Mayor Goode said he was able to go over the weekend and it was great.

Councilman Moore asked about the name on the application and whether this location just recently acquired a license.

City Clerk Sarah Siep clarified that Ms. Nations is an applicant representative for a number of local businesses and this is a separate application from one that was reviewed by Council a few months ago.

Councilman Tenney stated that he would be abstaining from voting on approval of the license due to the location's proximity to Mile High Middle School.

MOTION BY MAYOR PRO TEM RUSING TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILMAN MONTOYA: PASSED [6 – 0].

MOTION BY MAYOR PRO TEM RUSING TO APPROVE ITEM 10.A.; SECONDED BY COUNCILMAN MOOORE: PASSED [5 – 0] COUNCILMAN TENNEY ABSTAINING.

B. Public Hearing and Consideration for a Location Change Series 19 Remote Tasting Room Liquor License Application from Richard Elwin Skladzien, Applicant, for Del Rio Vineyards. Location: 218/220 W Goodwin Street #4

Applicant Richard Skladzien addressed Council regarding the move to a new location in the same plaza/development, will be 40% larger facility.

Councilman Tenney stated that he would be abstaining from voting on approval of the license due to the proximity to Mile High Middle School.

MOTION BY MAYOR PRO TEM RUSING TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILMAN MONTOYA: PASSED [6 – 0].

MOTION BY MAYOR PRO TEM RUSING TO APPROVE ITEM 11.B.; SECONDED BY COUNCILMAN MONTOYA: PASSED [5 – 0] COUNCILMAN TENNEY ABSTAINING.

11. REGULAR AGENDA

A. Approval of Multiple Contracts for the Juniper & Karen Drives Water Main Replacement Project as Follows: 1) City Contract No. 2023-0247 with Asphalt Paving and Supply, Inc. in the Amount of $3,507,570.00; and 2) City Contract No. 2018-118A5, an Amendment to City Contract No. 2018-118 with Shepard-Wesnitzer Inc. for Post-Design Services in the Amount of $90,930.00. Funding is Available in the Water Fund.

Capital Program Manager Tim Sherwood provided a presentation to Council regarding the water main replacement, new 8-inch water mains and fire hydrants will be installed. Project is part of city's small water main program to replace mains that do not meet current standards.

Councilman Moore commented that this is outside the city limits and asked if the residents are on city sewer as well. As the city is providing services do they have any interest in being incorporated. If we aren't collecting effluent from them this seems like a large expense for an area that is not within city limits.

Mr. Sherwood said they are not on city sewer; it has been looked into but there is no sewer locally in the area and would be cost prohibitive to include. These 67 lots are already served by city water but without fire protection and have not expressed interest in being annexed.

Mayor Pro Tem Rusing asked if there is an agreement with the County on this project.

Mr. Sherwood responded that we will be working with them on storm drain issues in the area.

Mayor Goode asked what our long-term obligation is here.

City Attorney Joseph Young responded that he is unsure if there is any contractual obligation in the area and asked if they have an up charged rate.

Mr. Sherwood responded that they are charged the 30% upcharge to have water.

Finance Director Mark Woodfill added that this is our water service area, and they are paying customers just like everyone else in our system.

Councilman Montoya asked what the process for determining the priority of this type of work.

Mr. Sherwood responded that there is a list of the small water main areas and staff looks at historical data on replacements and issues. If this isn't done soon the cost down the road would be much more significant.

Councilman Tenney commented that he shares concern expressed today but doesn't feel it would be appropriate to not address this at all but suggested tabling the item until a future meeting so they can get some additional legal guidance on the city's obligation.

Mr. Woodfill responded that the 30% up-charge has varied over the years is determined in rate studies, infrastructure needed outside of the city limits is part of what is considered in the up-charge amount. Outside of the city there is no authority to form a reimbursement district for this type of thing it would have to go through the County.

Mayor Pro Tem Rusing commented that there are a lot of other communities similar to this one, for example Mountain Club, and will likely see similar situations to this one. This seems like a health and safety issue because there are no fire hydrants in the area. Concurred with Councilman Tenney that this should be tabled until additional information can be collected, and staff approaches the County regarding cost share on the road improvements after the work is done.

Councilman Moore commented that a previous issue with Buttermilk Lane water main was pushed off for city residents yet this is something that is for residents outside of the city limits. Need to be cautious of this.

Councilman Montoya thanked Councilman Moore for his comments and echoed that there is a lot to be looked at here and would be interested to see if the County will partner on this road project.

Mr. Young stated that he will need time to research this and can do so at the next meeting.

City Manager Michael Lamar added that staff will contact the County regarding assisting with the road improvements after the work is done as well.

Mr. Sherwood commented that the city is under obligation to award within 60-days of opening bid which would be the end of September.

Councilman Sischka asked if this is a serious problem with the leakage.

Mr. Sherwood said he will speak with the water department, but that is part of the analysis when looking at what needs work. The age of this is nearing the end of its usable life. Will also look at similar areas that may become an issue in the future.

Councilman Montoya stated that he would be curious to see what type of components like this exist within our community.

MOTION BY MAYOR GOODE TO POSTPONE A DECISION ON ITEM 11.A. TO SEPTEMBER 13; SECONDED BY COUNCILMAN MONTOYA: PASSED [6 – 0].

B. SITE22-008 and WSA22-009: Approval of SITE22-008, a Site Plan Application, and WSA22-009, a Water Service Application, for an Exceptional Healthcare Specialty Hospital. Location: APN 103-15-160A, 4822 E State Route 69, on Approximately 8.65 Acres. Zoning: BR (Business Regional). Property Owner: Exceptional Healthcare. Applicant: BMH As-Built USA of Texas, Inc.

Community Planner Tammy Dewitt provided a presentation to Council regarding the site plan application and water service application. All of these site plan applications are coming before Council as a result of the current water policy. This is at the furthest boundary of the city for a 9-bed ER and 9-bed in hospital healthcare center. Property is currently vacant, difficult to develop because of the terrain but those will be addressed and will work with ADOT for the access off of Highway 69. Meets all criteria for land development code and went through site plan review criteria. Within a commercial corridor overlay and residential protection standards which are being met.

Planning & Zoning Commission Action:
* Passed unanimously on July 14
Water Issues Subcommittee Action:
* Passed unanimously on August 2

Councilman Moore asked for confirmation that this is in city limits.

Ms. Dewitt confirmed.

Mayor Goode said this is a challenging area and this project is good for the area, any additional healthcare we can provide to our community is valuable.

Applicant Don Nicolini addressed Council regarding the project. Currently have new facilities in Maricopa and Yuma and one in development in Bullhead City.

Councilman Moore commented that the terrain does have a significant incline and would like to see an issue like Lowe's not happen again and the upper hillside will retain its natural layout.

Mr. Nicolini commented that there is a 97% drop back to front and it is incredibly difficult. They are terracing it which will help with that area. Landscape architect is in communication with city arborist to ensure that everything looks good and makes sense for the area and for water use.

MOTION BY COUNCILMAN MONTOYA TO APPROVE SITE22-008; SECONDED BY COUNCILMAN TENNEY: PASSED [6 – 0].

MOTION BY COUNCILMAN MONTOYA TO APPROVE WSA22-009; SECONDED BY COUNCILMAN MOORE: PASSED [6 – 0].

C. SITE22-009 and WSA22-017: Approval of Site Plan Application and Water Service Application to Establish a New 3,842 Square Foot Medical Building. Location: APN 102-06-207U, 2121 Assurance Way, on Approximately 2.01 Acres. Zoning: IL (Industrial Light). Property Owner: Healing Holdings LLC. Applicant: Michael Taylor Architects, Inc.

Community Planner Tammy Dewitt provided a presentation to Council regarding the proposal. Property is currently vacant with another medical office across the street. Will be specialty medical services, has gone through site plan review and meets all development criteria. Extensive landscape plan was provided as well.

Planning & Zoning Commission Action:
* Passed unanimously on July 14
Water Issues Subcommittee Action:
* Passed unanimously on August 2

Applicant Dr. John Furhman addressed Council regarding the project, goal that he has for his patients is different than other clinics. Everything in the proposal fits with the concept of healing including the landscaping. Would like to see the doors open next year.

Councilman Moore thanked Dr. Furhman for his work and plans.

Councilman Montoya expressed his thanks to Dr. Furhman and wished him luck.

MOTION BY COUNCILMAN MONTOYA TO APPROVE SITE22-009; SECONDED BY MAYOR PRO TEM RUSING: PASSED [6 – 0].

MOTION BY COUNCILMAN MONTOYA TO APPROVE WSA22-017; SECONDED BY MAYOR PRO TEM RUSING: PASSED [6 – 0].

D. SITE22-010 and WSA22-018: Approval of Site Plan Application and Water Service Application to Establish a New 10-unit Village using Airstream-type Trailers for Short-Term Rentals. Location: APN 109-03-100, 310 S Montezuma Street, on Approximately 0.97 Acres. Zoning: BR (Business Regional). Property Owner: Loma Buena LLC. Applicant: Kimley-Horn and Associates Inc.

Community Planner Tammy Dewitt provided a presentation to Council regarding the proposal for airstream type trailers in a park like setting, located at corner of Montezuma Street and Carleton Street. Property is currently vacant, has been a hotel and car repair place in the past. Has been cleared through all environmental assessments. Trailers will be set in place and meet all flood elevation criteria, parking will be along Carleton and Montezuma with additional spaces beyond what is required in the site plan. Meets all development criteria, will change setbacks along front of Carlton.

Planning & Zoning Commission Action:
* Passed 3-1 at July Meeting - some questions were raised regarding access point off of Carlton but will simply be regular car access off that street
Water Issues Subcommittee Action:
* Passed unanimously at August 2 Meeting

Councilman Montoya asked Planning & Zoning Commission Chairman Michelman to speak to the Commission's review of this project.

Chairman Michelman addressed Council regarding the additional questions they had about the project regarding on-site manager, why additional parking on the street.

Applicants Spencer Andrews and Austin Andrews addressed Council regarding off-site parking for the additional public for an event or group bookings.

Mayor Goode asked how the parking will be controlled.

Ms. Dewitt responded they would be unlimited.

Deputy Public Works Director Gwen Rowitsch confirmed and added that on Carlton they will not have limits and the Montezuma Street parking will be handicapped parking.

Mr. Andrews responded that there will not be an on-site manager, these will be operated like an Airbnb limited to two adults per unit. They are the 24-hour contact and live in the area. They are short term rentals, weekend 2–3-night trip tourist is their goal.

Mayor Goode said this is a challenging location, and the ability to put together something like this would be very valuable.

Councilman Moore asked about fencing on the north edge of Carlton, what about Montezuma Street.

He really likes this concept but is concerned about the location of the idea. He also asked about the removal of siberian elm and invasive species of trees in the area.

Ms. Dewitt responded that there is fencing proposed. Has to be approved through the engineering process.

Mr. Andrews added that there is varying degrees of fencing, variable height/mesh and cinder with landscaping. No chain link fencing. Intention is to continue the historic feel and beauty of downtown further down Montezuma. Most vegetation will be removed.

Kimley Horn Design Engineer Andrew Baird added that the larger trees will remain, but the invasive lower brush will be removed. The whole site works around the large elms and the cottonwoods.

Mayor Pro Tem Rusing stated that she feels the elms are beautiful, invasive species have been thriving and we are in a state of flux and need to save the elms. They are stately and add to the mid-western historic feel we have here. Congratulated the applicants for being very creative and she is in full support.

Councilman Moore stated he disagreed with Mayor Pro Tem Rusing, there are many native trees/shrubs that could be placed there.

Councilman Tenney asked how many square feet of lawn will go in.

Mr. Baird responded that 7,245 of lawn area are planned. Did look into turf but viability of site and overall aesthetic they decided on lawn which was approved at the August 2nd Subcommittee on Water Issues meeting.

Mr. Stevens added that because it is a pet friendly site that was also taken into consideration.

Councilman Tenney commented that he feels that is a lot of lawn, but he is generally in support of this project and suggested doing a combination.

Ms. Rowitsch added that there is low water usage grass on the landscape list which they will be required to use in order to keep with their approximated usage and staff will work with them on that. The area is large but not much larger than the previous application which will have similar water usage.

MOTION BY COUNCILMAN TENNEY TO APPROVE SITE22-010; SECONDED BY COUNCILMAN MOORE: PASSED [6 – 0].

MOTION BY COUNCILMAN TENNEY TO APPROVE WSA22-018; SECONDED BY COUNCILMAN MOORE: PASSED [6 – 0].

Councilman Sischka left the meeting at 4:32 p.m.

E. Approval of WSA22-013 a Water Service Application Submitted by Applicant Paul Aslanian on Behalf of Property Owner Craftsman Court Holdings, LLC. Location: APN 306-24-012, a 10-Acre Parcel in the SW¼ of the NW¼ of Section 23, Township 16N, R02W, GSRB&M.

Deputy Public Works Director Gwen Rowitsch provided a presentation to Council regarding the application for property in Chino Valley as part of the agreement entered into in 1998. The property lies between Road 1 East, has the right to one dwelling unit per acre. Applicant has put into escrow extinguishment credits for the additional properties that he is adding on top of what is allowed per the Chino Valley Irrigation District (CVID). Under the management policy Section 22 this meets the criteria. He is purchasing more acre feet of water than is required for his project, will be tied to Town of Chino Valley sewer and not City sewer. Upon approval, extinguishment credits will be transferred to the city, at the August 2nd Subcommittee on Water Issues meeting this was unanimously approved.

Councilman Tenney said he thinks this is exactly how Council would like to see something like this done and is in favor of a person who has gone through the steps to do this properly.

Ms. Rowitsch added that the extinguishment credits are not inexpensive, so this isn't a small investment for the applicant.

Mayor Pro Tem Rusing asked Ms. Rowitsch to address our obligation.

Ms. Rowitsch confirmed that the water rights in the Chino Valley Irrigation District, upon purchase of the lakes, transferred to extinguishment credits that the owners could hold onto and the city is obligated to provide water to many parcels in that area.

Councilman Moore asked about the addition of 10 houses to 45 houses and if it will be affordable.

Applicant responded that the zoning was done incorrectly for the Town of Chino Valley so this fix will meet more of the criteria for workforce housing in the range of $330-400k for single family detached properties.

MOTION BY COUNCILMAN MOORE TO APPROVE WSA22-013; SECONDED BY COUNCILMAN TENNEY: PASSED [5 – 0].

F. Approval of the 2022 Arizona League of Cities and Towns Resolutions to be Voted on at the League's Annual Resolutions Meeting.

Deputy City Manager Tyler Goodman provided a presentation to Council regarding the proposed Resolutions to be voted on at the Resolutions Meeting during the annual conference next week. Reviewed the resolutions individually.

<u>Resolutions:</u>
* BFED 1 – remove the statutory requirement to adjourn a regular meeting to gavel into a special meeting to adopt the budget
* GAHRE 1 – allow municipalities above 2500 and under 10,000 whose existing general plan was approved by voters to submit a new general plan for approval at the next regularly scheduled municipal election or special election (wouldn't impact Prescott)
* GAHRE 3 – permit cities and towns to post public notices and ordinances on either the municipality's website in a local newspaper or both
* GAHRE 4 – amend statute to no longer require exhibits to be published if the exhibits location is listed within the adopted ordinance and is accessible to the public
* GAHRE 5 – clarify statute to require contact information on political sings not directly affiliated with a campaign committee or candidate
* NSQL 1 – support state appropriations to the housing trust fund
* NSQL 2 – amend statute to provide the DLLC the authority to grant local

Councilman Montoya commented on GAHRE 3 and expressed his concerns about only doing the website and not also the local paper.

Mr. Goodman stated that Council could provide staff direction to also post in the paper.

Councilman Moore echoed Councilman Montoya's comments, he is concerned that many municipalities would only post on the city website and would rather see the wording “and” rather than “or”.

Mr. Goodman stated that the Mayor could express that Council would like to see the language changed but not entirely sure if it would make a difference.

City Attorney Joseph Young added that the purpose is to remove the need to use a paper. Would be at liberty to conduct our postings how we would like to in our local jurisdiction.

MOTION BY COUNCILMAN MONTOYA TO APPROVE ITEM 11.F. EXCEPT GAHRE 3; SECONDED BY MAYOR PRO TEM RUSING: PASSED [5 – 0].

G. Receive Presentation from Tri-City College Prep Headmistress Regarding Possible Settlement of Claims Related to the Middle School Building; and Possible Adjournment to Executive Session to Discuss and Consult with the City’s Attorneys for Legal Advice, to Consider the City’s Position and Instruct its Attorneys and Necessary City Employees, and Discussions Regarding Possible Settlement Discussions Pursuant to A.R.S. § 38-431.03(A)(3) and A(4).

City Attorney Joseph Young added that the Executive Discussion is only necessary if Council determines they would like legal advice following the school's presentation.

Headmistress Mary Ellen Helverson addressed Council as a representative of Tri City College Prep regarding notification in early March about a city mistake related to impact zones around the Airport and her location can no longer accommodate a school. The land had already been purchased and passed all city review process, engineering work done, materials purchased including the building which was delivered on August 20, 2021, inspection fees paid, etc.

She added that she has worked diligently with staff for an alternative location for this building none of which would work or would cost a significant amount of additional money. The original settlement agreement proposal was for the relocation of the building which cannot be done so they now need to reevaluate because they have already spent $602,000 much of which is for the building. The building could be resold if necessary but would need to deduct 15% of what was paid for shipping costs. Plans to sell the building and obtain a smaller building in parking lot of original campus, city will need to share Peavine Parking lot and move the fire lane onto city owned easement on north part of the property. This has been expensive undertaking for the school and are asking for fair/just compensation. The school is losing a significant amount of money annually for not being able to take on new students.

Mayor Pro Tem Rusing asked how large the building is.

Ms. Helverson responded it is approximately 15,000 square feet and feels the city could very likely use it for something. Has tried a campground and small business in Cottonwood, looked at the possibility of Embry Riddle but their timeframe does not work.

Councilman Montoya asked what they are specifically seeking from the city.

Ms. Helverson respnded the school is seeking $602,000 less the cost of the building because it can be sold.

Mayor Pro Tem Rusing asked about the snowplow facility that is being built and if this would work for that purpose.

City Manager Michael Lamar commented that staff has discussed a number of options for possible city use.

Councilman Moore asked about the other building that they will be doing.

Ms. Helverson said they have not proposed any plans, and is not in the impact zone that is problematic.

Councilman Montoya asked for clarification that the school is seeking approximately $400,000 in compensation, parking and an easement for moving the firelane.

Ms. Helverson confirmed.

Deputy City Manager Tyler Goodman provided an update from Recreation Services Director Joe Baynes and stated that there is an opportunity to use the building for some co-location of Police and Fire on Commerce.

Mr. Lamar added that the Clerk's Office may have a need for the additional space as well as a space for the city records.

City Clerk Sarah Siep confirmed and stated that she would be happy to share space with multiple departments if it makes sense for the city to purchase the building.

Mayor Pro Tem Rusing asked if the Airport Director had any comments.

Airport Director Robin Sobotta thanked Ms. Helverson for her patience in this matter, will work with her on the new location.

Ms. Helverson asked about the proposed extension of the runway which would impact the school and makes the bubble at the area where most of the issue lie, if the short runway is moved to the other end the bubble would be where there is not an issue.

Dr. Sobotta said that the people on the other end want it to extend toward her school, she added that cross-wind runway was formerly a commercial runway and wouldn't want to make it any shorter.

Mayor Pro Tem Rusing said that in her opinion time is of the essence.

Ms. Helverson added that if the city purchases the building the compensation to the school would be $250,000 to the school and $650,000 in total.

COUNCILMAN MONTOYA MOVED TO CONVENE EXECUTIVE SESSION; SECONDED BY MAYOR PRO TEM RUSING: PASSED [5 - 0].

Executive Session was convened at 5:13 p.m. and minutes are contained separately.

12. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 6:10 p.m.

_____

PHILIP R. GOODE, Mayor

ATTEST:

_____

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on August 23, 2022. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2022.

AFFIX
CITY
SEAL

_____

Sarah M. Siep, City Clerk

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **City Clerk**

AGENDA ITEM: **Approval of the 2023 Council Calendar.**

ITEM SUMMARY

Annually the City Clerk prepares a list of Council meetings for the upcoming calendar year and establishes a calendar for staff. The City Clerk's Office strives to prepare a calendar where Council doesn't have to approve individual meeting date changes. These changes could reflect rescheduled meetings due to holidays and conferences that may fall on or around a regular Council meeting date. The adopted calendar also helps staff when determining presentation of materials and preparation of the Council agenda packet.

BACKGROUND

Per the City Charter and Rules of Procedure, Council is required to have no less than two regular meetings per month on the second and fourth Tuesday. Study Sessions are also scheduled the second and fourth Tuesday of each month as needed. To accommodate all of the applicable requirements and to streamline the process for Council, staff has identified regular meetings that need to be rescheduled.

Staff is recommending that Council approve the calendar of meeting dates as presented so that it will not have to be voted on as a separate motion each time a meeting date changes. It will not completely eliminate unexpected changes required by unforeseen conflicts, but the intent is to account for as many changes as possible with this action.

FINANCIAL IMPACT

None at this time.

Recommended Action:

ATTACHMENTS

1. Proposed 2023 Council Calendar.pdf

CITY OF PRESCOTT
Everybody's Hometown

Schedule of Council Meetings – 2023
Effective January 1, 2023

Regularly scheduled Council meetings will be held on the second and fourth Tuesday of each month with the exception of November 24th being rescheduled to November 17th and December 22nd being rescheduled to December 15th. Each meeting day will consist of a 3:00 p.m. Voting Session. Study Sessions and Special Meetings will be scheduled on an as-needed basis. Agendas are posted on the bulletin boards outside of City Hall, 201 South Cortez Street, Prescott and on the City web page at www.prescott-az.gov

January 10	1:00 p.m. Study Session 3:00 p.m. Voting Session
January 24	1:00 p.m. Study Session 3:00 p.m. Voting Session
February 14	1:00 p.m. Study Session 3:00 p.m. Voting Session
February 28	1:00 p.m. Study Session 3:00 p.m. Voting Session
March 14	1:00 p.m. Study Session 3:00 p.m. Voting Session
March 28	1:00 p.m. Study Session 3:00 p.m. Voting Session
April 11	1:00 p.m. Study Session 3:00 p.m. Voting Session
April 25	1:00 p.m. Study Session 3:00 p.m. Voting Session
May 9	1:00 p.m. Study Session 3:00 p.m. Voting Session
May 23	1:00 p.m. Study Session 3:00 p.m. Voting Session
June 13	1:00 p.m. Study Session 3:00 p.m. Voting Session
June 27	1:00 p.m. Study Session 3:00 p.m. Voting Session
July 11	1:00 p.m. Study Session 3:00 p.m. Voting Session
July 25	1:00 p.m. Study Session 3:00 p.m. Voting Session
August 8	1:00 p.m. Study Session 3:00 p.m. Voting Session
August 22	1:00 p.m. Study Session 3:00 p.m. Voting Session
September 12	1:00 p.m. Study Session 3:00 p.m. Voting Session
September 26	1:00 p.m. Study Session 3:00 p.m. Voting Session
October 10	1:00 p.m. Study Session 3:00 p.m. Voting Session
October 24	1:00 p.m. Study Session 3:00 p.m. Voting Session
November 14	1:00 p.m. Study Session 3:00 p.m. Voting Session
November 28	1:00 p.m. Study Session 3:00 p.m. Voting Session
December 12	1:00 p.m. Study Session 3:00 p.m. Voting Session
December 19	1:00 p.m. Study Session 3:00 p.m. Voting Session

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Police Department**

AGENDA ITEM: Approval of Acceptance of Two Grants Awarded to the Prescott Police Department by the Governor's Office of Highway Safety in the Total Amount of $62,500.00 for DUI and Selective Traffic Enforcement Programs.

ITEM SUMMARY

The Prescott Police Department is requesting to accept two grants awarded them by the Arizona Governor's Officer of Highway Safety. The two grants awarded are identified as a $32,500 DUI enforcement grant and a $30,000 Selective Traffic Enforcement Program for speed and aggressive driving grant. The awarded funds will be used to further our Department's ongoing impaired driver enforcement efforts, as well as conducting focused speed and aggressive driving enforcement details at known problem areas throughout Prescott.

BACKGROUND

The Prescott Police Department received notification from the Governor's Office of Highway Safety regarding the opportunity to apply for Federal Fiscal Year 2023 grant funding. Applications were approved and the Prescott Police Department applied for three grants. As a result of the applications, the Prescott Police Department was awarded two grants for a total of $62,500. This grant period is from October 1st 2022 thru September 30th 2023.These grants have been approved by the City Council for the past several years and are useful in enhancing the ability of the Prescott Police Department in addressing issues of traffic safety.

- DUI Enforcement

This grant awarded $32,500 to offset overtime costs related to personnel services and employee related expenses. Funding will allow the Prescott Police Department to continue to conduct Holiday Impaired Driver Enforcement Details, as well as continued participation with the Tri-City DUI Taskforce. Additionally, funding will be used to conduct community educational events such as MADD Victim Impact Panels, New Student Orientation, and Prom/Graduation DUI Awareness seminars.

- Selective Traffic Enforcement Program

This grant awarded $30,000 to offset overtime costs related to personnel services and employee related

expenses. Funding will allow the Prescott Police Department to continue conducting focused enforcement traffic details to educate and deter speed and aggressive driving behavior in areas receiving a high level of complaints, locations known to have excessive speed problems and locations with high accident rates.

FINANCIAL IMPACT

There are no requirements for local matching funds associated with this grant program. Consequently, there would be no fiscal impact to the City of Prescott. These items were included in the Grant Fund as budgeted items during the FY2023 Budget process.

Recommended Action:

ATTACHMENTS

1. Award letter

Governor's Office of Highway Safety
ARIZONA
Douglas A. Ducey
Governor

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

July 27, 2022

Chief Amy Bonney
Prescott Police Department
222 South Marina Street
Prescott, AZ 86303

Re: **FFY 2023 GOHS Grant Application**

Contract No.:	Contract Description:	Award Amount:
2023-405d-035	DUI Impaired Driving Enforcement Overtime; Materials and Supplies	$32,500.00
2023-PTS-050	Step Enforcement Overtime	$30,000.00
Not Funded	Accident Investigation Capital Oulay; Travel Out of State	$177,251.00

Dear Chief Bonney,

The Governor's Office of Highway Safety (GOHS) has completed the review of the proposals submitted for funding for Federal Fiscal Year (FFY) 2023 commencing on October 1, 2022. All of the proposals were carefully considered by an evaluation team at GOHS that reviewed agency performance, program priority area, problem identification, supporting fiscal/data documentation, consistency of reporting, and available funding levels.

As a result of this evaluation process, we are able to include your agency's submitted proposal(s) listed above in **Arizona's FFY 2023 Highway Safety Plan**. However, please be aware that your agency's awarded highway safety project(s) may not have been funded at the amount requested and may be subject to change. **Equipment** requests placed **"ON HOLD"** are **under further review and *may not* be funded due to funding constraints**, as we strive to make the best use of federal taxpayers' dollars.

All FFY 2023 grants will begin ***on*** October 1, 2022. If approval from a Town/City Council or Board of Supervisors is required, your agency should begin the process of scheduling the grant award for approval.

The assigned GOHS project coordinator will be contacting you regarding your project(s) and your agency should have the contract(s) soon. **During the interim, do not make any public announcement concerning the grant and do not incur any costs or proceed with any portion of the project until GOHS has written a contract with your agency and it has been signed and executed by both parties.**

We appreciate the time and effort put forth by your agency in submitting its proposal(s). Should any questions and/or concerns arise, please feel free to contact your grant project coordinator at 602-255-3216.

Sincerely,

Alberto Gutier
Director, Governor's Office of Highway Safety

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Finance**

AGENDA ITEM: Approval of City Contract No. 2023-033 with DATAMATX for Utility Billing Printing and Mailing using Hanover County Contract #20-14-2823 in the Approximate Amount of $32,000 for Printing Costs and $98,000 for Postage Costs. Funding is Available in the Finance Budget.

ITEM SUMMARY

This item is to approve City Contract No. 2023-033. This contract will replace our existing Contract #2021-027 with Datamatx for our Printing and Mailing, by using Hanover County contract #20-14-2823. By utilizing the cooperative use agreement within the Hanover County contract, we will be able to extend our use of Datamatx service until 2025.

BACKGROUND

The City of Prescott currently has approximately 26,300 utility customers and sends out approximately 6,600 utility bills per week, totaling over 315,000 bills annually.

The Printing and Mailing of bills were outsourced in 2003 because of the increasing cost of personnel, equipment, office space, and material. DATAMATX has been our provider since the function was outsourced. The contract is based on per piece pricing with the average utility bill costing $0.62 for materials, processing, printing, folding, inserting, and mailing. DATAMATX utilizes the most optimal rate for postage and large purchase contracts to provide this service much more efficiently than the City can provide in-house, with an average postage cost of $0.49 and material and processing cost of $0.13

FINANCIAL IMPACT

The contract with DATAMATX for printing and mailing is a per piece contract with an estimated annual cost for material and printing of $32,000 and postage cost of $98,000. This has already been budgeted.

Recommended Action:

ATTACHMENTS

2. DATAMATX - COOP-AGREEMENT 2023-033.pdf

COOPERATIVE PURCHASING AGREEMENT

Between

The City of Prescott
And
DATAMATX, INC.

For

CONTRACT NUMBER 2023-033

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of September 13, 2022, between the City of Prescott, an Arizona municipal corporation (the "City"), and DATAMATX, INC. (the "Vendor").

This Agreement between the City and the Vendor adheres to pricing found in the approved cooperative purchasing Contract #20-14-2823 (the "Contract") with Hanover County, Virginia, for Printing and Mailing Services. A copy of the cooperative purchasing contract is attached hereto as Exhibit "A" and incorporated herein by reference.

The City shall pay the Vendor for the service requested by the City and provided by the Vendor consistent with the pricing in Exhibit "B".

The City shall pay the Vendor upon delivery and acceptance of the Goods/Services and upon submission and approval of the invoice(s). The invoice(s) shall (i) contain a reference to this Agreement and the Contract and (ii) document the Goods/Services delivered and accepted to date. Additionally, invoices submitted without referencing this Agreement and the Contract will be subject to rejection and may be returned.

TERM OF CONTRACT: Per the terms of Contract #20-14-2823 with Hanover County, Virginia. Contract #20-14-2823 is a multi-year contract beginning from the period of performance, January 1, 2020, for two years. The contract may be extended up to a maximum of two (2) successive two (2) year renewal periods.

Contract extension 1-Extended 01/01/2022 through 12/31/2023.

The current contract, of the City with the Vendor, will expire on September 25, 2022. At such time, this cooperative purchasing agreement will become effective beginning September 26, 2022, and continue through the expiration of the Contract #20-14-2823, which currently is December 31, 2023, unless extended for an additional two-year period.

INSURANCE REQUIREMENTS

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

The Vendor shall obtain and maintain in effect during the term of this Agreement liability insurance policy(ies) with limits not less than those set forth in this Agreement. The amount and type of insurance coverage requirements set forth herein are the minimum requirements and will in no way be construed as limiting the scope of indemnity covenants contained in this Agreement.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Agreement by the Vendor, his agents, representatives, employees, or subcontractors. Vendor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Vendor even if those limits of liability are in excess of those required by this Agreement.
2. The Vendor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

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

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the following:

1. City of Prescott – Legal Department, Risk Management, 221 South Cortez Street, Prescott, AZ 86303
2. City of Prescott – City Finance Department, 201 South Cortez Street, Prescott, AZ 86303

The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

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

- General Aggregate $ 2,000,000
- Products – Completed Operations Aggregate $ 1,000,000

- Personal and Advertising Injury $ 1,000,000
- Each Occurrence $ 1,000,000

The policy shall be endorsed to include the following additional insured language:

"**The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Vendor ".**

Business Automobile Liability:

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

The policy shall be endorsed to include the following additional insured language:
"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor ".

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
Each Accident -	$100,000
Disease – each employee -	$100,000
Disease – policy limit -	$500,000

Policy shall contain a **waiver of subrogation** against the City of Prescott for losses arising from work performed by or on behalf of the Vendor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217.

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

DATED: __13th day of September 2022___

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

CITY OF PRESCOTT,
an Arizona municipal corporation

_____
Philip R. Goode, Mayor

ATTEST:

_____
Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Young, City Attorney

DATAMATX, INC.

_____
Signature of Authorize Signer

_____
Printed Name of Authorize Signer

_____
Title

_____
Email Address

EXHIBIT A
Cooperative Purchasing Contract

HANOVER COUNTY, VIRGINIA
STANDARD CONTRACT
Contract #20-14-2823
Bill Document Printing & Mailing Services, Including Postage

This contract entered into this 14th day of November 2019 by HANOVER COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, (the "County") and DATAMATX, Inc., 10430 Lakeridge Parkway, Ashland, Virginia 23005; PH: (804) 314-4167.

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From January 1, 2020 through December 31, 2021, with up to two (2) successive two (2) year renewal periods.

THE CONTRACT DOCUMENTS SHALL CONSIST OF THE FOLLOWING IN ORDER OF PRECEDENCE FROM FIRST TO LAST:

1. This signed Standard Contract form;
2. The Request for Proposals dated September 4, 2019;
3. Addendum 1, dated September 17, 2019 & Addendum 2, dated 19, 2019;
4. The Contractor's proposal dated September 25, 2019;
5. Approved Negotiations, dated November 14, 2019
6. Approved Negotiated fee schedule, attached; and
7. Insurance as identified in the attached Certificate of Insurance Accord. Contractor shall maintain and keep the coverage and limits throughout the initial term and all renewals of this contract.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

CONTRACTOR: DATAMATX, INC.		HANOVER COUNTY, VIRGINIA	
By:		By:	
Printed:	HARRY P. STEPHENS	Printed:	Steven Rusch
Title:	C.E.O.	Title:	Purchasing Division Director
Email:	hstephens@datamatx.com	Email:	skrusch@hanovercounty.gov

This public body does not discriminate against faith-based organizations.

FEE SCHEDULE
CONTRACT #20-14-2823
Bill Document Printing & Mailing Services, including Postage
Term: January 1, 2020 through December 31, 2021, with two (2) successive two (2) year renewal periods

CONTRACTOR:	DATAMATX, INC.
ADDRESS:	10430 Lakeridge Parkway Ashland, VA 23005
PHONE:	(770) 936-5600
CONTACT:	Cindy Pearson
PHONE:	(804) 314-4167
EMAIL:	Cpearson@datamatx.com

Primary Account Manager:	Rhonda Childress
Back-up Account Manager:	Theo Rich
Email:	rchildress@datamatx.com
PH:	(804) 365-1005
FX:	(804) 365-1001

Printing & Mailing		
Preprocessing (1)	$0.00600	per image (3)
Laser printing (black toner)	$0.01600	per image (3)
Additional Highlight Color (optional)	$0.00900	per image (3)
Variable Full Color Laser printing	$0.05200	per image (3)
Intelligent Fold & Insert	$0.01600	per sheet
Non-Intelligent Inserts - i.e. #9 Return Envelope	$0.00200	per insert
Inline Seal & Meter	$0.00200	per envelope
Standalone Presort	$0.01500	per envelope
Offline Folding (static inserts - optional)	$0.00600	sheet
Paper		
Standard 8 1/2 x 11 Laser stock 24# white with perf	$0.01200	per sheet
Standard 8 1/2 x 11 Laser stock 24# white plain	$0.01100	per sheet
Standard 8 1/2 x 14 Laser Stock 24# white with perf	$0.01660	per sheet
Custom Pre-Printed Paper		
Custom 8 1/2 x 11 white paper preprinted 1/1 with perf	$0.01600	per sheet(4)
Custom 8 1/2 x 11 white paper preprinted 3/1 with perf	$0.01600	per sheet(4)
Custom Inserts		
8 1/2 x 3 5/8 static insert, printed 4/4 on 24# white paper	$0.05000	per insert
8 1/2 x 11 static insert, printed 4/4 trifold on 24# white paper	$0.13000	per insert
Envelopes		
#10 DX Standard Dbl. Window w Security Tint	$0.01700	per envelope
#9 DX Standard Single Window w Security Tint (remittance)	$0.01500	per envelope
6 x 9 DX Double Window w Security Tint	$0.06500	per envelope
9 x 12 DX Double Window	$0.38000	per envelope
9 x 12 DX W Accordion Envelope	$0.65000	per envelope
Additional Services		
Programming (5)	$100.00	per hour

NCOA-Link^{TM}/ (optional) (6) on-going charges	$0.18000	per hit
Manual Pulls	$10.00	per envelope

USPS Postage (2)

Qualifying ZIP+4 IMB Assigned — Per USPS First Class rates

OPTIONAL PDF/CD CHARGES:

*Only applies to NEW APPLICATIONS and-or the County request of such services. Set-up fee(s) do not apply to PDFs already in place/use.

Optional PDF/CD Archival Pricing:		
Set-up fee per application	$150.00	One Time Fee
Media Fee	$ 50.00	per CD
PDF File Conversion & Index	$0.0075	per image

USPS Confirm Tracking:		
Electronic Reports set-up	$200.00	Set-up Fee
Ongoing per piece tracking	$ 0.002	per direction

OPTIONAL SERVICES:

Commingled Presort	$0.02200	per envelope
Cutting (offline static inserts)	$0.00600	per cut
Hand Insertion	$0.05000	per sheet
Off Line Seal and/or Meter	$0.10000	per envelope
Pastel 8 1/2 x 11 Laser Stock #24# pastel, plain	$0.01500	per sheet
Laser printing MICR Ink	$0.04500	per image (3)
Full Color Ink Jet Printing (Atlanta)	$0.05500	per image (3)
Optional API Connection/Integration/Maintenance fee	$400.00	per Month

Courier Services will be quoted upon receipt of specifications

Electronic document distribution services can be quoted upon request

Clarification of Services/and-or Price:

1. Includes Electronic File Transfer, Email Confirmation, CASS Certification, Zip + 4 Assignment, Address Hygiene and Standardization, Inserter Bar Codes, Document Integrity Bar Codes, Print File Generation and eTRAX Report Generation

2. Based on USPS qualified presort rates

3. An image is considered one side of an 8 ½ x 11 page

4. Pricing for preprints or custom materials is based on ordering 3 month supply usage on Datamatx quarterly order schedule, with minimum order no less than 50,000, and lump sum payment billed upon order placement of supplies.

5 Programming and initial set-up for new print & mail applications will be capped at $600 per data driven image, and $200 per static image received via PDF. Implementation set up will not apply to existing applications. Implementation programming will apply only to new implementations of added billing documents.

6 Data is returned in electronic format in accordance with customer specifications or can be returned in format consistent with current NCOA or USPS NCOA^{LINK} return file formats. In addition to any required USPS fees. To qualify for first class postage discounts, you are required to use a USPS approved method to update your address list within a 95 day period prior to each mailing. If you choose alternate method, DX will process your mail through NCOA and will upgrade any hits on the NCOA database to full first class postage prior to mailing to avoid potential USPS penalties for non-compliant mail. Data is returned in electronic file format in accordance with standard DX NCOA formats, or can be returned in format consistent with current NCOA or USPS NCOA^{LINK} return file formats with additional development.

COUNTY RESPONSIBILITY:

The County will transmit files to DATAMATX for printing and mailing. DATAMATX shall preprocess the files performing CASS certification, Address correction, and Zip + 4 (i.e. 23069-0490) assignments. The files shall be printed and mailed according to the above schedule and pricing. Files received by 12:00 p.m., will be processed the next business day. For files received after 12:00 p.m., every attempt will be made to mail them the next business day, however, no later than the following business day.

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eTRAX / eVIEW /eApprove PRICING

Service	Service Description	Price
eTRAX Setup/Enablement/ Activation	All programming required to establish 5 authorized & authenticated users access to utilize all functionality of the eTRAX website.	250.00 / Fee Waived
eVIEW & eApprove Setup/Enablement Activation	All programming required to establish 5 authorized & authenticated users access to View/Fax*/Email* documents via the eTRAX website	150.00 per application One-Time Fee / Fee Waived
eTRAX or eVIEW Additional User Licensing	Establishment of additional authorized users to system access & use. Management of user information & changes	6 -10 Users 20.04/Month/Ea. 11 - 20 Users 15.03/Month/Ea. 21 + Users 10.02/Month/Ea.
eVIEW Processing, Storage, & Data Management Monthly Minimum Charge	Pricing includes all required services to access & view a maximum of 100K image production retention	100.20 per month Fax - .15030/page Email - .10020/transaction
eVIEW (Additional Processing, Storage & Data Management	Additional Processing, Storage, & Data Management for required online document access/viewing/ functionality in addition to the above total standard document access	Quantity over 100M 100+K - 250K .001603/image/mo. 250M – 500K .001403/image/mo. 500M – 1MM .001203/image/mo.
eApprove (Processing, & Data Management)	Pricing includes functionality to view documents & approve or reject daily files	50.10 per month aApprove only – Applicable if client not using eView
eView / eApprove Annual License Renewal	Applicable to customers w/access eView / eApprove system.	250.50 Per customer/per year (First year included w/initial set up).

REQUEST FOR PROPOSALS (RFP) #20-14-2823TP
BILL DOCUMENT PRINTING & MAILING SERVICES, INCLUDING POSTAGE

APPROVED (11/14/19) – NEGOTIATIONS/CLARIFICATIONS

A. **DEVIATIONS/EXCEPTIONS/ADDITIONS TO COUNTY TERMS AND CONDITIONS**

Datamatx accepts Hanover County's Terms and Conditions and retracts all but #5, #10, and #11 of the proposed Terms & Conditions submitted with its proposal response to the RFP. Datamatx believes the three (3) identified terms will be beneficial and in the best interest of both Datamatx and the County to include them under the resulting contract.

Definition: "Client" also referred to herein as ("County")
"Datamatx" also referred to herein as ("Contractor")

A. **Term #5** – Data Categorization and Protection is important to Datamatx and to the County, as it is required to maintain our NIST 800-53, PCI and HITRUST cybersecurity frameworks and protect all of our client's data.

5. Data Categorization and Protection. Datamatx has implemented certain policies, procedures and controls based on the NIST 800-53, PCI and HITRUST cybersecurity frameworks to protect information categorized up to Moderate impact based FISMA 199 Standards for *Security Categorization of Federal Information and Information Systems.* Clients are required to, at least annually; affirm the data category for Client data as Low or Moderate impact. Datamatx reserves the right to designate the categorization of Client data, provided that Datamatx does not categorize it using a lower impact level than the Client's own affirmation.

B. **Term #10 -** Postage Deposit – The Postage deposit is required so that we are able to maintain a postage balance to be used to meter your postage money onto your envelopes during the production process.

10. Postage Deposit. A postage deposit for an estimated 45 days postage is required in advance of any mailing and maintained in a postage escrow account. Client appoints Datamatx to serve as its purchasing agent for the procurement of postage from the USPS and Datamatx agrees to serve as Client's representative to procure postage from the USPS on its behalf. Client will not earn any interest on any deposits or other payments held by Datamatx. If service is terminated, Datamatx may apply any deposits or other payments against the outstanding final balance on Client's account.

C. **Term #11 -** Move-Update Compliance – Move update compliance is required for our clients to be able to use Datamatx as a USPS approved method of updating your mailing addresses so that you are eligible to receive postage discounts on your mailings. Without Move Update Compliance, your mailings would not be eligible for postal discount.

11. Move**-Update Compliance.** To qualify for first class postage discounts, Client is required to utilize a USPS approved method to update your mailing list addresses within 95 days of each mailing. If you choose a move update method outside of Datamatx control, we will process your mail through NCOA and will upgrade any hits on the NCOA database to full first class prior to mailing to comply with USPS regulations and protect Datamatx from USPS penalties. If Client's move-update process is successful, it is anticipated that limited pieces may be upgraded to full first class postage due to timing differences between updates to various USPS and licensee databases.

B. **SUBCONTRACTOR(S)**

Datamatx completes all aspects of programming, printing and mailing of all of our client's projects in house. We do not outsource or subcontract any work. We do however purchase supplies from our vendors, such as paper, envelopes, and custom pre-printed materials. We also provide a postal presort option for our clients through PSI (located in Hanover County) used for mailings that are too low in volume to qualify for postal discounts on their own. As the prime contractor under this contract, Datamatx assumes all responsibility/requirements for the work performed.

C. **PRICING CLARIFICATIONS**

The Implementation fees proposed applies to new applications only. Datamatx reduced pricing from the incumbent contract with the County to provide a reduction offered in the proposed response to the RFP. Datamatx can "right-size" it's USPS postal discount processing to provide a stand-alone presort when providing the best postal discount for mailings, and commingling through PSI for postal discount when County's mailing volumes do not qualify for a postal discount on their own. By doing this the County will benefit with the best postal discounts available for your mailing purposes under the contract. (PSI is a USPS mail partner with a facility located in the County of Hanover, Virginia.)

D. **ADDITIONAL COMMENTS/CLARIFICATIONS**

Datamatx's proposed pricing reduced based on the rates under the current contract and removed proposed Terms & Conditions (excluding #5, #10, & #11). Datamatx also includes additional "optional services" the County may benefit from for future use (i.e. commingling, manual cutting and trimming, hand inserting, offline sealing and metering of envelopes, pastel paper stock, etc.). Any additional or specialty services will be quoted and County approved prior to providing such services.

BOARD OF SUPERVISORS

SEAN M. DAVIS, CHAIRMAN
HENRY DISTRICT

ANGELA KELLY-WIECEK, VICE-CHAIRMAN
CHICKAHOMINY DISTRICT

SUSAN P. DIBBLE
SOUTH ANNA DISTRICT

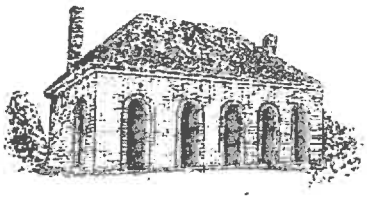
F. MICHAEL HERZBERG IV
COLD HARBOR DISTRICT

W. CANOVA PETERSON
MECHANICSVILLE DISTRICT

FAYE O. PRICHARD
ASHLAND DISTRICT

AUBREY M. STANLEY
BEAVERDAM DISTRICT

JOHN A. BUDESKY
COUNTY ADMINISTRATOR



HANOVER COURTHOUSE

HANOVER COUNTY

ESTABLISHED IN 1720

FINANCE AND MANAGEMENT SERVICES DEPARTMENT

JACOB A. SUMNER, CMA, CGFM
DIRECTOR

P. O. BOX 470
7507 LIBRARY DRIVE
HANOVER, VA 23069

SHELLY H. WRIGHT
BUDGET DIVISION DIRECTOR

LAUREN K. NULL
FINANCE DIVISION DIRECTOR

STEVEN K. RUSCH
PURCHASING DIVISION DIRECTOR

PHONE: 804-365-6015
FAX: 804-365-6100
WWW.HANOVERCOUNTY.GOV

CONTRACT: 20-14-2823

DATE: September 23, 2021

VENDOR: Datamatx, Inc.
10430 Lakeridge Parkway
Ashland, VA 23005

As allowed under the terms of this contract, we would like to renew the contract for a two-year term effective January 1, 2022 through December 31, 2023 at the rates identified in the attached fee schedule. This contract may be renewed for one additional two-year periods, one year at a time.

Please indicate your acceptance of the renewal by signing below and returning by fax to (804)365-6100 or email kestuermain@hanovercounty.gov, by October 23, 2021.

CONCUR: _____
CONTRACTOR SIGNATURE

Retain an executed copy of this renewal for your records. Should the contract require insurance coverage, please inform your insurance agent about the renewal, so they will continue to forward insurance certificates to the County.

Thank you for your prompt attention to this request. Should you have any questions, please contact Trena Ponton, Purchasing Officer Senior (804)365-6283 or taponton@hanovercounty.gov

Steven Rusch
Purchasing Division Director

FEE SCHEDULE
CONTRACT NO. 20-14-2823
BILL DOCUMENT PRINTING & MAILING SERVICES, INCLUDING POSTAGE
HANOVER COUNTY, VIRGINIA
Term January 1, 2022 through December 31, 2023

CONTRACTOR: DATAMATX, INC.
10430 Lakeridge Parkway
Ashland, VA 23005

CONTACT: Cindy Pearson
PHONE: (770) 936-5600
TELEPHONE: (804) 314-4167
EMAIL: Cpearson@datamatx.com

Primary Account Manager: Rhonda Childress
Back-up Account Manager: Theo Rich
Email: rchildress@datamatx.com
Telephone: (804) 365-1005
FX: (804) 365-1001

Printing & Mailing		
Preprocessing[1]	$0.00632	per image[3]
Laser printing (black toner)	$0.01686	per image[3]
Laser Print – Highlight Color Duplex	$ .02635	per image
Additional Highlight Color (optional)	$0.00949	per image[3]
Variable Full Color Laser printing	$0.05481	per image[3]
Intelligent Fold & Insert	$0.01686	per sheet
Non-Intelligent Inserts - i.e. #9 Return Envelope	$0.00211	per insert
Inline Seal & Meter	$0.00211	per envelope
Standalone Presort	$0.01581	per envelope
Offline Folding (static inserts - optional)	$0.00632	sheet
Paper		
Standard 8 1/2 x 11 Laser stock 24# white with perf	$0.01265	per sheet
Standard 8 1/2 x 11 Laser stock 24# white plain	$0.01159	per sheet
Standard 8 1/2 x 14 Laser Stock 24# white with perf	$0.01750	per sheet
Custom Pre-Printed Paper		
Custom 8 1/2 x 11 white paper preprinted 1/1 with perf	$0.01686	per sheet[4]
Custom 8 1/2 x 11 white paper preprinted 3/1 with perf	$0.01686	per sheet[4]
Custom Inserts		
8 1/2 x 3 5/8 static insert, printed 4/4 on 24# white paper	$0.05270	per insert
8 1/2 x 11 static insert, printed 4/4 trifold on 24# white paper	$0.13702	per insert
Custom Insert Buckslip Print/Cut B/W Print	$ .02372	per insert
Custom Insert Pastel Paper 24# Color Stock Upgrade	$ .00327	per insert
Envelopes		
#10 DX Standard Dbl. Window w Security Tint	$0.01792	per envelope
#9 DX Standard Single Window w Security Tint (remittance)	$0.01581	per envelope
6 x 9 DX Double Window w Security Tint	$0.06851	per envelope
9 x 12 DX Double Window	$0.40052	per envelope
9 x 12 DX W Accordion Envelope	$0.68510	per envelope
Custom Single Window #10 Envelope	$0.05112	per envelope

Additional Services

Programming[5]	$105.40	per hour
NCOA-Link™/ (optional)[6] on-going charges	$0.18972	per hit
Manual Pulls	$10.54	per envelope
Barcode, Standalone Presort and Mail	$0.02319	each

USPS Postage[2]

Qualifying ZIP+4 IMB Assigned	Per USPS First Class rates

OPTIONAL PDF/CD CHARGES:
*Only applies to NEW APPLICATIONS and-or the County request of such services. Set-up fee(s) do not apply to PDFs already in place/use.

Optional PDF/CD Archival Pricing:		
Set-up fee per application	$158.10	One Time Fee
Media Fee	$ 52.70	per CD
PDF File Conversion & Index	$ .00791	per image
USPS Confirm Tracking:		
Electronic Reports set-up	$210.80	Set-up Fee
Ongoing per piece tracking	$ 0.002	per direction

OPTIONAL SERVICES:

Commingled Presort	$0.2319	per envelope
Cutting (offline static inserts)	$0.00632	per cut
Hand Insertion	$0.05270	per sheet
Off Line Seal and/or Meter	$0.10540	per envelope
Pastel 8 1/2 x 11 Laser Stock #24# pastel, plain	$0.01581	per sheet
Laser printing MICR Ink	$0.04743	per image[3]
Full Color Ink Jet Printing (Atlanta)	$0.05797	per image[3]
Optional API Connection/Integration/Maintenance fee	$421.60	per Month
Courier Services will be quoted upon receipt of specifications		
Electronic document distribution services can be quoted upon request		

Clarification of Services/and-or Price:

1. Includes Electronic File Transfer, Email Confirmation, CASS Certification, Zip + 4 Assignment, Address Hygiene and Standardization, Inserter Bar Codes, Document Integrity Bar Codes, Print File Generation and eTRAX Report Generation

2. Based on USPS qualified presort rates

3. An image is considered one side of an 8 ½ x 11 page

4. Pricing for preprints or custom materials is based on ordering 3 month supply usage on Datamatx quarterly order schedule, with minimum order no less than 50,000, and lump sum payment billed upon order placement of supplies.

5 Programming and initial set-up for new print & mail applications will be capped at $600 per data driven image, and $200 per static image received via PDF. Implementation set up will not apply to existing applications. Implementation programming will apply only to new implementations of added billing documents.

6 Data is returned in electronic format in accordance with customer specifications or can be returned in format consistent with current NCOA or USPS NCOA^{LINK} return file formats. In addition to any required USPS fees. To qualify for first class postage discounts, you are required to use a USPS approved method to update your address list within a 95 day period prior to each mailing. If you choose alternate method, DX will process your mail through NCOA and will upgrade any hits on the NCOA database to full first class postage prior to mailing to avoid potential USPS penalties for non-compliant mail. Data is returned in electronic file format in accordance with standard DX NCOA formats, or can be returned in format consistent with current NCOA or USPS NCOA^{LINK}

return file formats with additional development.

COUNTY RESPONSIBILITY:

The County will transmit files to DATAMATX for printing and mailing. DATAMATX shall preprocess the files performing CASS certification, Address correction, and Zip + 4 (i.e. 23069-0490) assignments. The files shall be printed and mailed according to the above schedule and pricing. Files received by 12:00 p.m., will be processed the next business day. For files received after 12:00 p.m., every attempt will be made to mail them the next business day, however, no later than the following business day.

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eTRAX / eVIEW /eApprove PRICING

Service	Service Description	Price
eTRAX Setup/Enablement/ Activation	All programming required to establish 5 authorized & authenticated users access to utilize all functionality of the eTRAX website.	250.00 / Fee Waived
eVIEW & eApprove Setup/Enablement Activation	All programming required to establish 5 authorized & authenticated users access to View/Fax*/Email* documents via the eTRAX website	150.00 per application One-Time Fee / Fee Waived
eTRAX or eVIEW Additional User Licensing	Establishment of additional authorized users to system access & use. Management of user information & changes	6 -10 Users 20.04/Month/Ea. 11 - 20 Users 15.03/Month/Ea. 21 + Users 10.02/Month/Ea.
eVIEW Processing, Storage, & Data Management Monthly Minimum Charge	Pricing includes all required services to access & view a maximum of 100K image production retention	100.20 per month Fax - .15030/page Email - .10020/transaction
eVIEW (Additional Processing, Storage & Data Management	Additional Processing, Storage, & Data Management for required online document access/viewing/ functionality in addition to the above total standard document access	Quantity over 100M 100+K - 250K .001603/image/mo. 250M – 500K .001403/image/mo. 500M – 1MM .001203/image/mo.
eApprove (Processing, & Data Management)	Pricing includes functionality to view documents & approve or reject daily files	50.10 per month aApprove only – Applicable if client not using eView
eView / eApprove Annual License Renewal	Applicable to customers w/access eView / eApprove system.	250.50 Per customer/per year (First year included w/initial set up).

HANOVER COUNTY, VIRGINIA
REQUEST FOR PROPOSALS # 20-14-2823TP
eVA ID: 468

Issue Date:	September 4, 2019
Title:	Bill Document Printing & Mailing Services, Including Postage
Commodity Code(s):	91558 – Mailing Services (includes, Addressing, Collating, Packaging, Sorting and Delivery) 96636 – Forms Printing (not continuous) 96685 – Snap-out Form Printing
Issuing Department:	Hanover County, Virginia Finance and Management Services Department Purchasing Division 7507 Library Drive, 2nd Floor (Chenault-Weems Building) P.O. Box 470 Hanover, VA 23069-0470
Location Where Service Will be Provided:	Hanover County, Virginia Hanover County Department of Public Utilities 7516 County Complex Road Hanover, VA 23069
Period of Contract:	January 1, 2020 through December 2021 (Renewable)

Sealed proposals shall be received by the issuing department prior to 12:00 PM, September 23, 2019 for furnishing the services described herein and then opened thereafter.

All inquiries for information should be directed to: Trena A. Ponton, CPPB, Purchasing Officer Senior, (804) 365-6283 or taponton@hanovercounty.gov. Inquires must be received no later than five (5) business days prior to the due date in order to be considered.

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

_____ Date: _____

_____ By: _____
Signature in Ink

_____ Name: _____
Please Print

_____ Title: _____

eVA Vendor Registration ID _____ Telephone No. _____

E-mail Address: _____ FAX No. _____

This public body does not discriminate against faith-based organizations

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1. GENERAL INFORMATION

1.1 PURPOSE:

The purpose and intent of this Request for Proposal (RFP) is for soliciting sealed proposals from qualified Offerors to establish a contract through competitive negotiations for bill document printing and mailing services, including postage requirements for the County of Hanover, Virginia. Services shall be provided on a set schedule and "as needed" basis. Current usage data information is included in Attachment A (samples may be available upon request).

1.2 BACKGROUND:

A. HANOVER COUNTY GOVERNMENT:

The offices of the Board of Supervisors, County Administrator, County Attorney, Commissioner of the Revenue, Treasurer, Registrar, and the departments of Human Resources, Finance and Management Services, Internal Audit, Assessor, Public Information, and Information Technology constitute the general government administration of the County. The elected and appointed officials, along with the staff of the various departments, implement the laws and policies of the County by developing and executing the procedures that are necessary to provide general support services to residents of the County.

B. HANOVER COUNTY DEPARTMENT OF UTILITIES (DPU):

DPU owns, operates and maintains public water and wastewater systems in the Suburban Service Area. The Suburban Service Area is the crescent shaped area north of the Chickahominy River, generally between Route 1 and Creighton Road, including Ashland, the Doswell area, the Route 33 area near the Henrico County border, and the Hanover Courthouse area. Outside of the Suburban Service Area are six (6) rural residential subdivisions (included collectively, as part of the "System"). The County provides utility service to approximately 21,585 water customers and 21,019 sewer customers.

The System is operated as a self-supporting enterprise fund, whereby the operations and capital expenditures are funded with revenues generated from customer user fees and one-time fees paid for capacity at the time of connection to the System. County general fund tax dollars are not used to fund the operating or capital budgets of the System. The Utility Enterprise Fund also reimburses the County's general fund for services provided to support the DPU. The Board of Supervisors establishes and revises the water and wastewater rates and fees applicable to users of the System and adopts an annual operating budget and capital improvements program budget.

Customers are billed bi-monthly for water and wastewater services based upon metered water consumption utilizing the SunGard Public Sector (formerly H.T.E.) CX module. The County staff handles meter reading, bill preparation and mailing, and staffs the "Customer Service Call Center". There are approximately 9,200 Utility Bills produced each month (mailed twice a month around the 2^{nd}-5^{th} and the 18^{th}-20^{th} of the month), approximately 1,800 Past Due Notifications mailed monthly, and Supplemental billings of less than 100 bills processed weekly.

New bill insert(s) and bill messages are sent to all cycle and off cycle customers on a bi-monthly bases.

C. HANOVER COUNTY COMMISSIONER OF REVENUE (COR):

COR is a Constitutional Officer and is the chief tax authority elected every four years by the citizens of Hanover County with responsibilities for maintaining real estate ownership information and for overseeing the Tax Relief Program and the Land Use Program. The COR is also responsible for accurately assessing all personal and business property, and overseeing the State Income Tax Filing process in Hanover County.

The Commissioner of Revenue maintains approximately 48,000 real estate accounts and 86,000 business/personal property accounts, which contain over 179,000 items, and 1) processes approximately 18,000 filing forms through paper and electronic submissions and 2) 20,000 vehicle registration letters based on Department of Motor Vehicles (DMV) information. All submissions are retained in a document imaging system.

1.3 PRIMARY OBJECTIVES:

The is seeking cost effective and efficient bill document printing and mailing services to include all services and materials necessary for the form(s) design, print, fold, insert, and distribute from an electronically submitted file. Ability to re-print or print supplemental bills on demand, process special inserts, accommodate special handling or deletion of bills within the files up to mail time. Tracking capabilities should be available along with viewing bills and re-print processed bills from the internet (Current Usage Data Sheet & Electronic Invoice Presentment as provided in Attachment A). Including offering a web portal and payment process that sends out electronic notifications (paperless), and offers mobile capabilities (County and client App). Services must be able to integrated Voice Response-Outbound (IVR).

2. STATEMENT OF NEEDS

Services under the contract shall be inclusive of all costs (i.e. supervision, labor, materials, postage, transportation, record documentation, and other associated printing and mailing responsibilities for the County's monthly bills, past due notifications and supplemental billings and other related mailings).

2.1 SCOPE OF SERVICES:

In consultation with all responsibilities herein, the Contractor should have the ability to perform the following services:

A. Print and mail statements sent from customer in PDF format, OCR 10 scan line, mod-11 check digit calculation, and-or create custom letters/forms and-or statements based on a .csv file in accordance with County specifications.

B. Change bill standard verbiage (not format) up to five (5) business days prior to mailing.

C. Data files set-up to receive Advanced CIS Infinity and-or RevenueOne to be transmitted by the county department electronically via a secure delivery method.

D. Print bills, past due notifications and supplemental bills, fold, stuff with up to two inserts, meter, seal, presort on zip and mail within 48 hours of receipt of approved electronic file.

E. Retain record of document, including the ability to electronically access, view and print a copy of the actual bill mailed. This access shall be over the internet, and the Contractor shall limit access to this information to persons specifically identified by County Departments. The County uses a dedicated internet connection. Access should allow search by customer name, account number, and or customer address.

F. Searchable images to the County in an electronic format.

G. Provide certificate of security for data processed and data stored, including physical access, control access, encrypted storage and encryption during data transmission.

H. Meet or exceed postal standards for processing mail pieces, included but not limited to NCOA listing.

I. Enhance mailing address and bar code to obtain the lowest possible postage rate.

J. Provide accounting and postal reports, including comparison of total bill count mailed and total dollar amount processed to electronic file.

K. Provide approximately 20 – 2,000 random samplings for approval prior to printing a mailing.

L. Provide a disaster recovery plan, including off-site facilities.

M. Track bills through printing process electronically over the internet.

N. Pull bills within a batch up until inserting and mailing.

O. Develop implementation schedule and a minimum one (1) day on-site training.

P. Provide all necessary hardware for processing of bills.

Q. Use the same ink colors the County currently uses for each respective bill.

2.2 The County will handle all mail returned as undeliverable.

3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

3.1 GENERAL INSTRUCTIONS

A. RFP Response:

Consideration for selection, Offerors must submit a complete response to the RFP as follows:

1. Total four (4) hardcopies of each proposal: one (1) original clearly marked so to identify it as being the "original signature", and three (3) copies.

2. A digital version of the proposal in PDF or DOC format on a CD or USB is required. If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror **must** submit an additional digital copy of its proposal that eliminates such part or parts. This copy **shall** be identified with the words "**REDACTED COPY**" and submitted on the same CD or USB.

B. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Purchasing requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.

5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

6. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document or prequalification application, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected. (Referenced in the Attachments)

C. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

3.2 SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

A. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

B. Complete and return Attachments listed in Section 8.

C. A written narrative statement to include an Executive Summary containing a brief description of the Offeror's proposed approach to providing the services under the contract. Provide sufficient information to enable the County to understand and evaluate the Offeror's plan to meet the requirements of the services requested.

1. Include specific knowledge and experience associated with the Offeror's services provided for local governments and other specialty services and requirements associated bill document printing and mailing services for government entities (local, state, federal government, etc.).

2. Describe how the Offeror proposes to work in coordination with the County to meet the objectives of tasks assigned. Include a description of approach, coordination, operations, and interaction between management and county staff.

4. List key personnel staff (name, title, years' experience, and years with current firm) assigned to the contract, and describe their experience performing work of a similar nature.

5. Describe any additional information that further illustrates the relationship the County would expect to build with the County in providing the services under the contract.

D. References:
Include information where applicable in the Offeror Data Sheet provided in the attachments. If additional information is necessary, include on separate pages.

E. Cost Proposal and Pricing:
Offerors are to include proposed costs/prices for **all** services identified herein. For the purposes of evaluation, costs/prices will be determined based on the cost scenario below.

- Cost Proposal and Pricing Scenario
- Proposed cost to print inserts:
  - Paper 20#; Quantity 20,000; size 8.5" x 3 5/8", colors 4/4, 4 times per year
  - Paper 60#; Quantity 20,000; size 8.5" x 11", colors 4/4 trifold, 2 times per year
- Proposed options for envelopes, to include:
  - #10 – 24# white standard double window envelope with security tint
  - #9 – 24# white standard single window envelope with security tint
- Pricing for paper, to include:
  - 8.5" x 11", 24# white, perforated paper with pre-printed paper stock, 2 sided (2 versions, blue background/green background)
  - 8.5" x 11", 24# white, perforated paper no pre-print
  - 8.5" x 14", 24# white, perforated paper no pre-print
- Color printing options

4. EVALUATION AND AWARD

4.1 EVALUATION CRITERIA:
Proposals shall be evaluated by the County using the criteria identified in Attachment E:

4.2 AWARD TO MULTIPLE OFFERORS:
Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The County reserves the right to make multiple awards as a result of this solicitation. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

5. GENERAL TERMS AND CONDITIONS

5.1 eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:
The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov streamlines and automates government purchasing activities. All vendors desiring to provide goods and/or services to the County shall participate in

the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Offerors must register in eVA, failure to register may result in the proposal being rejected. The County advertises all competitive solicitations on eVA but does not issue purchase orders through eVA unless required to by the terms and conditions of a state issued contract.

5.2 ACCEPTANCE OF GOODS/SERVICES:
Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.

5.3 ANNOUNCEMENT OF AWARD:
Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the DGS/DPS eVA VBO website (www.eva.virginia.gov) for a minimum of 10 days.

5.4 ANTI-DISCRIMINATION:
By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).

In every contract over $10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:
   1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The Contractor will include the provisions of (A) above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.5 APPLICABLE LAWS AND COURTS:
This solicitation is governed by the laws of the Commonwealth of Virginia. Any dispute or controversy arising out of or relating to this solicitation or otherwise shall be brought in the Hanover County Circuit Court or in the United States District Court for the Eastern District of Virginia, Richmond Division; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute.

5.6 ASSIGNMENT OF CONTRACT:
A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

5.7 AUDIT:
The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized representative shall have full access to and the right to examine any of said materials during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.

5.8 AVAILABILITY OF FUNDS:
It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of lawfully appropriated funds.

5.9 BID PRICE CURRENCY:
Unless stated otherwise in this solicitation, Offerors shall state offer prices in US dollars.

5.10 BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE:
All Bidders, Offerors and Contractors shall comply with the *Virginia Public Procurement Act*, (*Code of Virginia* § 2.2-4300, et seq.), and all applicable County policies, regulations and procedures adopted pursuant thereto.

5.11 CONTRACT CHANGES:
The County reserves the right to add and or delete departments to the contract. Any changes to the contract must be approved through issuance of a written contract addendum/modification and-or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum/modification, and-or change order.

5.12 CONTRACTOR'S PERFORMANCE:

A. The Contractor agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.

B. The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

C. The Contractor shall cooperate with County officials in performing the Contract work so that interference with normal operations will be held to a minimum.

5.13 CONTRACTUAL CLAIMS:
Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Director, Finance and Management Services Department, 7507 Library Drive, Hanover, VA 23069-0470 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator will render a decision on the claim and will notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within 15 days of the date of the decision. The Board of Supervisors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

5.14 DEBARMENT STATUS:
By submitting their proposals, Offerors certify that they are not currently debarred by the County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

5.15 DEFAULT:
In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

5.16 DEFINITION OF COUNTY:
The Purchasing Division of the Finance and Management Services Department provides purchasing support for Hanover County Government, Hanover County School Board, Pamunkey Regional Jail and Pamunkey Regional Library, hereinafter referred to as County. Any contract issued as a result of this solicitation shall be available for the use of any or all of these entities unless otherwise stated in the solicitation.

5.17 DRUG-FREE WORKPLACE:
During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the

Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

5.18 ETHICS IN PUBLIC CONTRACTING:
By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5.19 FINANCIAL STATEMENTS:
All Offerors, by submission of a response to this solicitation, agree to provide the County, within 10 calendar days of the County's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the County. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to the County, and the County shall be under no obligation to return the financial statement(s). The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to the County contract, so as to guarantee the County's rights to obtain financial statements. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.

5.20 IMMIGRATION REFORM AND CONTROL ACT OF 1986:
The Contractor certifies that they do not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

5.21 INDEMNIFICATION:
Contractor agrees to indemnify the County, its officers, agents, and employees for any loss, liability, cost (including attorney's fees), or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. The County will not agree to indemnify the Contractor.

5.22 INDEPENDENT CONTRACTOR:
The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the County.

5.23 LICENSES AND PERMITS:
The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.

5.24 MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:
Failure to submit a proposal on the official County form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

5.25 NOTIFICATION:
Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their proposal; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to: County of Hanover, Director, Finance and Management Services Department, P. O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address.

5.26 PAYMENT:

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (*Code of Virginia*, § 2.2-4353).

4. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

B. To Subcontractors:

1. A Contractor awarded a contract under this solicitation is hereby obligated:
   a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
   b. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

C. The County encourages Contractors to accept electronic and credit card payments.

5.27 PRECEDENCE OF TERMS:

The following General Terms and Conditions; ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

5.28 QUALIFICATIONS OF OFFERORS:

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

5.29 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:

A. By submitting their proposal, Offerors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.

B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.

C. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the County from any cost, expense, damage or loss incurred in any manner by the County on account of such alleged infringement.

5.30 SEVERABILITY:
Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

5.31 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:
In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the County's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

5.32 TAXES:
The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

5.33 TERMINATION FOR CONVENIENCE:
Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

5.34 TESTING AND INSPECTION:
The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

6. SPECIAL TERMS AND CONDITIONS

6.1 CANCELLATION OF CONTRACT:
The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and-or perform on all outstanding orders issued prior to the effective date of cancellation.

6.2 CONTRACTOR REPRESENTATIVE:
The Contractor shall provide the name, telephone/cell/fax numbers, and email address of the project manager/supervisor for this contract. The manager/supervisor shall be available to the County by cell phone during working hours which are defined as Monday through Friday, 8:30 a.m. to 5:00 p.m., excluding County observed holidays and closings.

6.3 COOPERATIVE PROCUREMENT:
This solicitation is being conducted under the provisions of §2.2-4304 of the *Code of Virginia*, "Cooperative Procurement", which reads in part, "a public body may purchase from another public body's contract even if it did not participate in the request for proposals or invitation for bids, if the request for proposals or invitation for bids specified that the procurement was being conducted on behalf of other public bodies . . .". If authorized by the Contractor(s), the resultant contract(s) may be extended to any jurisdiction to purchase at contract prices in accordance with the contract terms. Any jurisdiction using such contracts shall enter into its own contract in accordance with its own policies and procedures. Hanover County is not responsible for placement of requests for goods/services, payments or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify other jurisdictions of the availability of contract(s).

6.4 DEFECTIVE PRODUCTS:
When applicable, the Contractor shall be responsible for the pick-up/return of any defective products. The defective item shall be replaced with the same item, at no charge to the County and shall ship immediately upon notification and not wait for the defective product pick-up/return. All costs associated with pick-up/return and delivery of replacement products shall be the responsibility of the Contractor.

6.5 IDENTIFICATION OF PROPOSAL ENVELOPE:
The signed proposal should be returned in a separate envelope or package, sealed and identified as follows. The envelope should be addressed as directed on Page 1 of this solicitation:

From:

_____
Name of Offeror

Due Date: _____ Time: _____

RFP# 20-14-2823TP

_____
Street or Box Number

_____
City, State & Zip Code

The Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

6.6 ONLINE TERMS OF SERVICE:
If applicable, should the Offeror have Terms of Services that apply to any online activity (i.e. hosted, online, portal, website, support site, etc.) that are required to use or support the product and or services being offered, the Offeror is to include such information with the proposal response.

6.7 OWNERSHIP OF DOCUMENTS:
A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Consultant under any resultant contract shall, at the option of the County, become County property and shall be delivered to and remain the property of the County upon completion of the work or termination of the Contract. The County shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Consultant.

B. Any documents or other materials provided to the Consultant by the County shall be returned to the County upon delivery of the final products and-or services. Any art work, negatives, proofs, or other materials produced by the Consultant in order to supply the products or services contracted for shall become the property of the County and shall be sent to the County upon delivery of the final products and-or services unless otherwise requested by the County. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

6.8 QUANTITIES:
Quantities set forth in this solicitation are for evaluation purposes only, and the Contractor shall supply at the contracted rates for actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

6.9 RENEWAL OF CONTRACT:
This contract may be renewed by the County for two (2) successive two (2) year periods under the terms and conditions of the original contract except as stated in A and B below. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

A. If the County elects to exercise the option to renew the contract for an two (2) year periods, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the United States Department of Labor, Bureau of Labor Statistics, Table 4, Consumer Price Index for All Urban Consumers (CPI-U): Selected Areas, All Items Index, for the latest twelve (12) months for which statistics are available (http://data.bls.gov/cgi-bin/print.pl/news.release/cpi.t04.htm).

B. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the United States Department of Labor, Bureau

of Labor Statistics, Table 4, Consumer Price Index for All Urban Consumers (CPI-U): Selected Areas, All Items Index, for the latest twelve (12) months for which statistics are available (http://data.bls.gov/cgi-bin/print.pl/news.release/cpi.t04.htm).

6.10 RESPONSIBILITY OF BIDDER:

The Offeror should carefully and thoroughly examine the quality of materials and workmanship required for the work and review the entire solicitation document before submitting a proposal. Claims, as a result of failure by the Offeror to inspect all solicitation documents will not be considered by the County.

6.11 SUBCONTRACTS:

No portion of the contract shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to utilize a subcontractor for portions of the contract, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible of its subcontractor(s) and shall assure compliance with all requirements of the contract.

6.12 USAGE REPORTS:

Upon request by the County, the Contractor shall provide a summary of all sales by delivery site, to include quantity and description of items.

6.13 WARRANTY (GOODS & SERVICES):

The Contractor agrees that the goods or services furnished under any contract resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods/services and that the rights and remedies provided therein are in addition to, and do not limit those available to the County by any other clause of this solicitation.

7. ATTACHMENTS

Attachment A	-	Current Usage Data Sheet & Electronic Invoice Presentation
Attachment B	-	Offeror's Data Sheet
Attachment C	-	Virginia State Corporation Commission Registration Information
Attachment D	-	Proprietary/Confidential Information Identification
Attachment E	-	Evaluation Score Sheet

ATTACHMENT A
CURRENT USAGE DATA SHEET & ELECTRONIC INVOICE PRESENTMENT

	Annual Mailing Frequency	Qty Mailed	Annual Total	Lasering	Inserts/ Quantity	Fold/ Insert/ Seal/ Meter/ Mail	Paper	#10 Envelope	#9 Envelope
Delinquent Notices	48		22,800	Y		Y	8.5" x 11", 24# white, perforated paper no pre-print	Yes	Yes
Cycle Billing (Aqua VA)	30	4,600	138,000	Y	1-2	Y	8.5" x 11", 24# white, perforated paper with full color, two sided	Yes	Yes
Final Billing	104	30	3,120	Y		Y	8.5" x 11", 24# white, perforated paper with full color, two sided	Yes	Yes
Bulk Water	12	20	240	Y			8.5" x 11", 24# white, perforated paper with full color, two sided	Yes	Yes
Septage/Landfill	12	95	1,140	Y		Y	8.5" x 11", 24# white, perforated paper with full color	Yes	Yes
			166,800						
Annual Filings-762	1	5,200	5,200	Y		Y	8.5" x 11", 24# white letter, 1-sided	Yes	Yes
Annual Filings- Tax Relief	1	1,800	1,800	Y		Y	8.5" x 11", 24# white letter, 2-sided	Yes	Yes
Annual Filings - Land Use	1	3,500	3,500	Y		Y	8.5" x 11", 24# white letter, 1-sided	Yes	Yes
Business Letter	1	2,000	2,000	Y		Y	8.5" x 11", 24# white letter, 1-sided	Yes	Yes
DMV Letter	52	300-500	20,000	Y		Y	8.5" x 11", 24# white letter, 1-sided	Yes	Yes
			32,500						

ATTACHMENT B

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Offeror's Primary Contact:

   Name: _____ Phone: _____

   Title: _____ Email: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

   _____Years _____Months

4. Offeror Information: eVA Vendor ID: _

5. Indicate below a listing of at least three (3) recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact.

   Company: _____ Contact: _____

   Phone: _____ Email: _____

   Project: _____

   Dates of Service: _____ $ Value: _____

   Company: _____ Contact: _____

   Phone: _____ Email: _____

   Project: _____

   Dates of Service: _____ $ Value: _____

   Company: _____ Contact: _____

   Phone: _____ Email: _____

   Project: _____

   Dates of Service: _____ $ Value: _____

ATTACHMENT C

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information - The bidder:

□ is a corporation or other business entity with the following SCC identification number: _____

-OR-

□ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

□ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

□ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): □

ATTACHMENT D

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

OFFERORS MUST SUBMIT THIS FORM WITH THEIR PROPOSAL IF DECLARING ANY TRADE SECRET OR PROPRIETARY INFORMATION

Ownership of all data, documentation, and materials originated and prepared for the County of Hanover pursuant to this Request shall belong exclusively to the County and shall be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public inspection under this Act. To prevent disclosure, however, the Offeror must invoke the protection of Section 2.2-4342D of the *Code of Virginia* in writing, either before or at the time the data or other materials are submitted. The written Request must specifically identify the data or other materials to be protected and state the reasons why the protection is necessary.

SECTION/TITLE	PAGE #'s	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT E

EVALUATION SCORE SHEET

RFP NO.: 20-14-2823TP
TITLE: Bill Document Printing & Mailing Services, Including Postage

FIRM: _____
SUBS: _____
DATE: _____

	Weight	Score
Qualifications and Experience of the Project Team and any subcontractors, including previous experience with water and wastewater utility billing and customers utilizing the Advanced Infinity CIS Software / RevenueOne by Avenity, and any information supplied by references if so elected to obtain.	40	
Proposed methodology for provision of bill document printing and mailing services and implementation. Availability of support services (e.g. phone support, meetings, etc.) when requested and needed, and proposed scheduling.	30	
Response Capabilities: Demonstrated the Offeror has sufficient capabilities, resources, experience, and ability to provide favorable response time to project schedules, requirements for reviews, reporting, meetings with county staff and regulating agencies, and commitment to prioritize County projects assigned.	20	
Cost Proposal and Pricing Scenario	10	
TOTAL:	100	

EXHIBIT B
Quotes

City of Prescott
Addendum
for Hanover County Cooperative
Procurement Pricing

City of Prescott
PO Box 2059
Prescott, AZ 86302

August 10, 2022

This document is an addendum to the Service Agreement identified as 2021 - 027 between the City of Prescott and DATAMATX, Inc. offering cooperative procurement piggy back on Hanover County contract 20-14-2823 for contracted pricing. Current pricing per Hanover County renewal dated September 23, 2021 will be effective under City of Prescott contract beginning September 26, 2022 through December 31, 2023 and subject to 2 additional renewals.

Per this addendum all pricing per Hanover County contract and subsequent renewals will be honored with the addition of Arizona paper pre-print paper pricing per below.

Material	Price
White, 24lb., 8.5 x 11, 3.5 perforation, printed up to 2/1 colors	.03058 Per Sheet

Accepted for:

DATAMATX, Inc.

By: _____
Signature

_____
Print Name

Title: _____

Date: _____

Accepted for:

City of Prescott

By: _____
Signature

_____
Print Name

Title: _____

Date: _____

Terms and Conditions

v.08/10/22

1. **Term of Agreement**. This Agreement will remain in effect for the initial term commencing September 26, 2022 through December 31, 2023, and can be automatically renewed for two, 12 month renewals per Hanover County renewal or until written termination. Agreement can be terminated by either party at end of the initial term or at the end of any renewal term. Requesting party must provide written notice at least ninety (90) days before end of the active term indicating their intent to terminate the agreement.

.

2. **Warranty**. Datamatx shall exercise reasonable due care and diligence in processing all work submitted by the Client and warrants all outputs to be free of errors, printing or manufacturing defects and compliant with the statement of work or specifications based on Client's approvals. Datamatx shall not be liable for the loss of any information and shall not be responsible in any manner for errors in data furnished by Client. If data supplied by Client is not completely auto-processed or contains errors caused by Client, Client shall be required to pay for all production related output and postage or freight charges incurred. Client will be billed at the rates agreed to for programming efforts required to correct or bypass errors or omissions in Client-supplied data. THE FOREGOING WARRANTY IS THE Datamatx EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED.

3. **Charges** INVOICES ARE DUE AND PAYABLE NET 30 days. Client is responsible for all federal, state, and local taxes based upon or arising out of the services rendered under this Agreement. Client is responsible for any administrative fees and expenses related to third-party invoice payable processing. Annually Datamatx attains multiple security compliance certifications upon successful completion of a variety of third party security engagements at our expense. Client is responsible for any direct expenses for additional compliance requirements specific to our relationship with the client. Adjustments will be made for billing related errors that occurred within the prior three months from the discovery date provided they are communicated in writing to Datamatx. Datamatx may increase the prices set forth in this Agreement upon sixty (60) days' notice. In the event such increase is greater than the most recently published increase in the U.S. Bureau of Labor Statistics (BLS) Producer Price Index (PPI), Client may terminate this Agreement by giving written notice of such termination to Datamatx any time prior to the effective date of such increase. For clarification on supply price adjustments, see paragraph fourteen (14) below; Price Fluctuations in Materials.

4. **Confidentiality.** Datamatx agrees to safeguard and treat as "confidential" all information disclosed to it pursuant to this Agreement and any associated Non-disclosure Agreement that may be in place. Client agrees to safeguard and treat as "confidential" all Datamatx intellectual property, business methods and processes, documentation and manuals developed pursuant to this Agreement. Client Confidential information, including all Client submitted data and derivative data used by Datamatx during data processing, must be protected from unauthorized access, viewing or disclosure, and may never be shared with any third party without express written authorization of the Client. Scrap media containing confidential information will be destroyed in an appropriate manner to make the information unrecoverable. All Client submitted data shall remain the exclusive property of Client. All systems, documentation, operation manuals, components, accessories and other material utilized or developed by Datamatx in connection with this Agreement shall be classified as confidential and remain the sole property of Datamatx. Upon termination of the Agreement, each party shall securely destroy or return to the other all items, paper, documents and electronic records which may contain any such confidential information.

5. **Data Categorization and Protection**. Datamatx has implemented certain policies, procedures and controls based on the NIST 800-53, PCI and HITRUST cybersecurity frameworks to protect information categorized up to Moderate impact based FISMA 199 Standards for *Security Categorization of Federal Information and Information Systems.* Clients are required to, at least annually, affirm the data category for Client data as Low or Moderate impact. Datamatx reserves the right to designate the categorization of Client data, provided that Datamatx does not categorize it using a lower impact level than the Client's own affirmation.

   Client Data Retention / Data Destruction. Datamatx will retain Client data in an encrypted, protected archive for a maximum period of 12 months. Datamatx will retain Client data categorized as Moderate impact no longer than 60 days. Additional fees will apply based on any extended retention period request. It is the Client's responsibility to notify Datamatx if a shorter or longer retention period is required. All Client data, upon reaching the expiration of its retention period, will be destroyed either by magnetically erasing the archive media, or by using an approved data shredding algorithm.

6. **Limitation of Liability**. In no event shall Datamatx be liable for incidental, special or consequential damages arising out of the performance or breach of this Agreement, regardless of the form of action, even if Datamatx is aware of the possibility of such damage, or for any claim whatsoever shall in no event exceed an amount equal to one (1) month service billing based on the prior three (3) month's billing.

7. **Default**. If the Client fails to pay any amount when due, Datamatx may with notice (I) terminate this Agreement, (ii) suspend performance, and (iii) declare any unpaid balances immediately due. In addition, Client shall be liable for all costs and expenses, including reasonable attorney's fees, incurred by Datamatx to enforce collection of any unpaid balance due under this Agreement.

8. **Force Majeure**. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

9. **Performance**. If Datamatx fails to meet the agreed upon Service Level requirements for client and, has been given notice of such problems in writing and has been given at least 60 days to correct them, Client has the right to terminate this Agreement. Datamatx has the right to load balance client production as necessary in efforts to achieve SLA turnaround times. During periods when business continuity plan is enacted, client agrees to limited service offerings that may include the use of commodity replacement type materials to achieve expected turnaround times.

10. **General.** Any assignment of this Agreement by either party without the prior written consent of the other party shall be void unless it is in connection with reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities and/or assets of the assigning party. This Agreement contains the entire agreement between the parties with respect to the services and the provisions thereof may not be modified, terminated or discharged except in writing signed by the party against whom the same is sought. Any handwritten alterations to the terms and conditions contained herein must be initialed and dated by both parties executing this agreement to be valid. The provisions of this Agreement are for the express benefit of the parties whose representative signatures appear on the reverse side hereof, and neither party shall have any liability or obligation to any non-signatory of this Agreement. This Agreement shall be construed to be between businesses and shall be binding upon the parties, their successors, legal representatives and assigns. Any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia.

11. **Postage Deposit.** A postage deposit for an estimated 45 days postage is required in advance of any mailing and maintained in a postage escrow account. Client appoints Datamatx to serve as its purchasing agent for the procurement of postage from the USPS and Datamatx agrees to serve as Client's representative to procure postage from the USPS on its behalf. Client will not earn any interest on any deposits or other payments held by Datamatx. If service is terminated, Datamatx may apply any deposits or other payments against the outstanding final balance on Client's account.

12. **Move-Update Compliance.** To qualify for first class postage discounts, Client is required to utilize a USPS approved method to update your mailing list addresses within 95 days of each mailing. If you choose a move update method outside of Datamatx control, we will process your mail through NCOA and will upgrade any hits on the NCOA database to full first class prior to mailing to comply with USPS regulations and protect Datamatx from USPS penalties. If Client's move-update process is successful, it is anticipated that limited pieces may be upgraded to full first class postage due to timing differences between updates to various USPS and licensee databases.

13. **Indemnification**. Datamatx agrees to indemnify and hold harmless Client, its officers, directors, employees, agents, subsidiaries, and affiliates against claims raised against Client resulting from actions or omissions of Datamatx or any of Datamatx' s officers, directors, employees, agents, subsidiaries or affiliates. Client agrees to indemnify and hold harmless Datamatx, its officers, directors, employees, agents, subsidiaries, and affiliates against claims raised against Datamatx resulting from actions or omissions of Client or any of Client's officers, directors, employees, agents, subsidiaries or affiliates.

14. **Price Fluctuations in Materials/Other.** The fees listed on the pricing schedule of this Agreement shall be subject to price increases or decreases subsequent to the date of this Agreement based on increases and decreases in the cost to Datamatx of paper, envelopes, and other supplies. Such price increases or decreases shall become effective only after written notice from Datamatx to Client setting forth such price change. Material price increases shall not exceed the Producer Pricing Index (PPI) adjustments in any given year. Both parties agree that the U.S. Bureau of Labor Statistics (BLS) Producer Price Index (PPI) shall be the standard measurement defining price increases. If Datamatx provides services to Client using inkjet technology printing, and Client's requirements for printed output increases ink coverage/usage more than 2% from the original application as designed and approved, Datamatx can increase service fees related to this service item.

15. **Expiration of Non-Executed Agreement**. The fees and pricing listed in this agreement shall be valid with Datamatx signature for 60 days of issuance to Client. After 60 days Datamatx reserves the right to adjust fees and pricing as listed on this agreement if both parties have not fully executed in consideration of the fluctuations in pricing.

16. **Use of Contract by Other Political Jurisdictions and Public Entities.** DATAMATX advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of DATAMATX. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and DATAMATX, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with DATAMATX concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of DATAMATX's current bid/proposal.

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Public Works**

AGENDA ITEM: Approval of City Contract No. 2023-043 for the Purchase of Two (2) F-150 4x4 Super Cab Pick-Up Trucks from Peoria Ford using State of Arizona Contract No. CTR059322 in the Amount of $84,059.92. Funding Is Available in the Engineering Fund.

ITEM SUMMARY

The Public Works Department, working in conjunction with the Fleet Services Division, is requesting authorization to purchase two 2023 Ford F-150 4x4 Super Cab Pick-Up Trucks to replace existing pick-up trucks in like kind. Vehicle purchase cost includes aftermarket up-fittings such as safety lights and other appurtenances. The quotes for the replacement of Vehicle Nos. 1147 and 1262 are attached.

BACKGROUND

Public Works and the Fleet Services Division collaborate to replace aging vehicles used in operations which have reached the end of their useful lives and/or are becoming mechanically unreliable. Construction Services utilizes service trucks for a wide variety of tasks, including daily operations, site inspections and more.

Vehicle No. 1147 is over 16 years old and currently has about 110k miles. The vehicle is a 2006 Ford F-150 4x4 and is the oldest truck in the Construction Services fleet. The truck is aged beyond its useful service life and will be considered for auction at time of replacement. This vehicle is being replaced with a 2023 Ford F-150 4x4 pick-up truck, up-fitted in like kind.

Vehicle No. 1262 is over 14 years old and currently has about 112k miles. The vehicle is a 2008 Ford F-150 4x4. This truck is aged beyond its useful service life and will be considered for auction at time of replacement. This vehicle is being replaced with a 2023 Ford F-150 4x4 pick-up truck, up-fitted in like kind.

Every vehicle replacement is reviewed and approved by the Fleet Asset Review Board (FARB). Considerations for vehicle replacements include the continued cost for repairs; age and mileage;

existing vehicle value; mechanical reliability and the criticality of the vehicle for daily operations.

FINANCIAL IMPACT

Funding is budgeted in FY23 and is available in the Engineering Fund.

Recommended Action:

ATTACHMENTS

1. QUOTE-F150-2023-INSPEC SERV-ASSET-1147_1262.pdf

PFVT MOTORS, INC.

CONTRACT # ***CTR059322***
QUOTE DATE: 7/11/2022

SANDRA GONZALEZ
9130 West Bell Road
Peoria, Arizona 85382
Direct: 480-696-5930
Cell: 505-850-5504
Fax: 480-393-5536
Email: sgonzalez@peoriaford.com

CUSTOMER: CITY OF PRESCOTT
CONTACT: Justin Hill
E-MAIL: justin.hill@prescott-az.gov

REFERENCE: 2023 F-150
ASSET 1147

LEAD TIME: TBD

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	X1E	2023 FORD F-150 4X4 SUPERCAB 145" WB	$ 38,876.00
2	PAINT	OXFORD WHITE	INC
3	CS	DARK SLATE CLOTH 40/20/40	INC
4	99B	3.3L V6	INC
5	44G	10-SPEED TRANSMISSION	INC
6	XL6	3.73 E LOCK REAR AXLE	INC
7	85A	XL POWER EQUIP GROUP	INC
8	413	SKID PLATES	INC
9	50S	CRUISE CONTROL	INC
10	53A	TRAILER TOW PACKAGE WITH BRAKE CTRL	INC
11	DIO	WINDOW TINT	INC
12	DIO	2 BASIC KEYS	INC
		TAXABLE TOTAL	$ 38,876.00
		SALES TAX	$ 3,148.96
		WARRANTY COST	$ -
		TIRE TAX	$ 5.00
		FREIGHT	$ -
		TOTAL PER UNIT	$ 42,029.96
		QUANTITY OF UNITS	1
		PO TOTAL	**$ 42,029.96**

***ALL VEHICLES PURCHASED ON STATE CONTRACT SHALL INCLUDE FOLLOWING OPTIONS, UNLESS OPTION IS ELECTED TO BE DELETED:**

- BLUETOOTH - AM/FM/RADIO, CRUISE CONTROL, POWER DOORS AND WINDOWS, 4 ENTRANCE KEYS, FRONT AND REAR A/C - WHEN AVAILABLE, CLOTH SEATS, REAR CAMERA, SPARE TIRE, FLOOR MATS, ARIZONA LEGAL TINT

ALL TRUCKS WILL INCLUDE ADDITIONAL OPTIONS:

- ANTI-SLIP DIFFERENTIAL AND TOW HOOKS (2WD/4WD)
- 4WD TRUCKS - SKID PLATES

PFVT MOTORS, INC.

CONTRACT # ***CTR059322***
QUOTE DATE: 7/11/2022

CUSTOMER: CITY OF PRESCOTT
CONTACT: Justin Hill
E-MAIL: justin.hill@prescott-az.gov

SANDRA GONZALEZ
9130 West Bell Road
Peoria, Arizona 85382
Direct: 480-696-5930
Cell: 505-850-5504
Fax: 480-393-5536
Email: sgonzalez@peoriaford.com

REFERENCE: 2023 F-150
ASSET 1262

LEAD TIME: TBD

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	X1E	2023 FORD F-150 4X4 SUPERCAB 145" WB	$ 38,876.00
2	PAINT	OXFORD WHITE	INC
3	CS	DARK SLATE CLOTH 40/20/40	INC
4	99B	3.3L V6	INC
5	44G	10-SPEED TRANSMISSION	INC
6	XL6	3.73 E LOCK REAR AXLE	INC
7	85A	XL POWER EQUIP GROUP	INC
8	413	SKID PLATES	INC
9	50S	CRUISE CONTROL	INC
10	53A	TRAILER TOW PACKAGE WITH BRAKE CTRL	INC
11	DIO	WINDOW TINT	INC
12	DIO	2 BASIC KEYS	INC
		TAXABLE TOTAL	$ 38,876.00
		SALES TAX	$ 3,148.96
		WARRANTY COST	$ -
		TIRE TAX	$ 5.00
		FREIGHT	$ -
		TOTAL PER UNIT	$ 42,029.96
		QUANTITY OF UNITS	1
		PO TOTAL	**$ 42,029.96**

***ALL VEHICLES PURCHASED ON STATE CONTRACT SHALL INCLUDE FOLLOWING OPTIONS, UNLESS OPTION IS ELECTED TO BE DELETED:**

- BLUETOOTH - AM/FM/RADIO, CRUISE CONTROL, POWER DOORS AND WINDOWS, 4 ENTRANCE KEYS, FRONT AND REAR A/C - WHEN AVAILABLE, CLOTH SEATS, REAR CAMERA, SPARE TIRE, FLOOR MATS, ARIZONA LEGAL TINT

ALL TRUCKS WILL INCLUDE ADDITIONAL OPTIONS:

- ANTI-SLIP DIFFERENTIAL AND TOW HOOKS (2WD/4WD)
- 4WD TRUCKS - SKID PLATES

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Public Works**

AGENDA ITEM: Approval of City Contract No. 2021-085A3, an Amendment to Contract No. 2021-085, with Matrix New World for Hydrogeology and Groundwater Modeling for the City's Designation of Assured Water Supply Application in the Amount of $19,280.00. Funding Is Available in the Water Fund.

ITEM SUMMARY

Approval of Amendment to Contract No. 2021-085 in the amount of $19,280.00 with Matrix New World for Hydrogeology and Groundwater Modeling for the City's Designation of Assured Water Supply Application.

BACKGROUND

The City of Prescott entered into an agreement with Matrix New World (Matrix) for specialized technical support related to its application to the Arizona Department of Water Resources (ADWR) where an update is required of its Decision and Order of Assured Water Supply. The original contract was fully executed on December 24, 2020, in the amount of $69,990.00. These funds were spent from January to August 2021. In mid-July 2021, ADWR released an updated Prescott Active Management Area groundwater flow model which was to be used by this project. Matrix found that corrections to the model were necessary and in making those corrections the costs to do so would need to be shared by the City and other Matrix clients who were also relying on that model for their assured water supply projects. The Matrix contract was amended on August 3, 2021 to increase funding for model corrections in the amount of $6,085.00. With Amendment 1, the date of the contract was also extended to December 31, 2022. Those funds were expended from August to December 2021.

The City filed the application on-time with ADWR on December 21, 2021. Per Arizona Revised Statutes, the administrative review timeframe is 210 days. As the Amendment 1 funds had been expended, the City and consultant coordinated to have funding available to address any questions from ADWR. Amendment 2 in the amount of $15,090.00 was fully executed on April 18, 2022. On May 19, 2022 the City received its first notice of deficiency letter with email communications that a second one

was forthcoming. That supplemental notice of deficiency letter was received July 14, 2022. To respond to the two notifications, Amendment 2 funds have been expended. Amendment 3 is to prepare in the event there are any further questions from ADWR on the City's application. The third amendment is in the amount of $19,280.00 and staff is seeking the contract to be extended to June 30, 2023 (the close of Fiscal Year 2023).

FINANCIAL IMPACT

Fiscal Year 2023 budget was approved by Council on June 28, 2022, including funding in the amount of $19,280.00 for ongoing work related to the City's Decision and Order of Assured Water Supply update.

Recommended Action:

ATTACHMENTS

1. DAWS Renewal Amendment 3_08232022.pdf

Matrix New World Engineering
3033 N. 44 Street, Ste 120
Phoenix, AZ 85018
602.955.5547 973.240.1800
matrixneworld.com WBE/DBE

August 23, 2022

MATRIXNEWORLD
Engineering Progress

Leslie Graser
Public Works, Water Resource Project Manager
433 N. Virginia Street
Prescott, AZ 85301

SUBJECT: PROPOSAL – AMENDMENT 2 – CONTRACT 2021-085
HYDROGEOLOGIC AND GROUNDWATER MODELING SUPPORT
FOR RENEWAL OF DESIGNATION OF ASSURED WATER SUPPLY

Dear Ms. Graser:

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) is pleased to present the following scope of work and cost proposal to provide continuing hydrogeologic and groundwater modeling support to the City of Prescott (City) for renewal of the City's Designation of Assured Water Supply (DAWS) #86-401501.0001. This proposal is to amend Contract No. 2021-085.

SCOPE OF WORK

The Arizona Department of Water Resources (ADWR) issued a Notice of Deficiency (NOD) dated May 19, 2022 and a Supplemental Notice of Deficiency dated July 14, 2022 in response to the City's Application for Designation of Assured Water Supply dated December 24, 2021. Matrix is in the process of preparing responses to the hydrogeologic portion of theses NODs. Given the content and nature of the specific 'deficiencies' cited by ADWR it seems likely that additional analysis and groundwater modeling could be required to fully address ADWR's requirements for approval of the City's application. The purpose of this amendment is to provide the funds needed to respond to likely future ADWR requests or NODs in a timely manner.

FEES

Given the uncertainty in the the number and type of future ADWR requests for information it is not possible to definitively define the level of effort and time requried to respond. The following hours and costs are Matrix's estimate based on similar projects. Matrix proposes to conduct the work on a time and material basis not to exceed the following total estimated fee without prior authorization. The following costs include all labor and expenses.

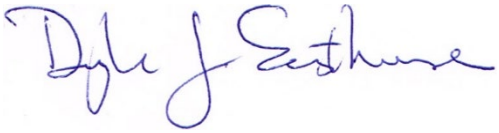
TASK	HOURS	COST
Meetings and Communications	20	$3,640
Hydrogeologic Analysis	24	$4,080
Groundwater modeling	36	$7,200
Reporting	22	$4,360
Total	**102**	**$19,280**

MATRIXNEWORLD
Engineering Progress

The current contract expires on December 31, 2022. Matrix recommends extending the contract to June 30, 2023 to accommodate ADWR's application review schedule.

Matrix appreciates the opportunity to be of service to the City of Prescott. If you have any questions, please contact the undersigned at 928-771-0610.

Respectfully,
Matrix New World Engineering



Dylan Easthouse, RG
Project Hydrogeologist

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 09-13-22

DEPARTMENT: Finance

AGENDA ITEM: Adoption of Resolution No. 2022-1840 Approving the Transfer of Certain Fiscal Year 2022 Budget Appropriations.

ITEM SUMMARY

City Charter, Article VI, Section 10, requires Council approval for transfers of budget appropriations between departments. This Resolution moves budget appropriations between several funds and departments. The recommended action is neither a transfer of cash nor expenditure of additional monies, rather simply a movement of authorized expenditure capacity.

BACKGROUND

June 14th we brought budget transfer Resolution No. 2022-1823 to Council. As we have finished closing the year there are additional transfer that are needed which were not included in the estimates brought forward earlier. These additional items are:

- The appropriation of $300,000 of Bed Tax Fund to the Goldwater Lake expansion.
- Unanticipated grants for the Library and Recreation Services
- Additional expenditures at the Golf Course related to additional activity.
- Additional expenditures related to Fleet repairs of $65,000.

Exhibit A reflects these detailed transfers discussed above.

FINANCIAL IMPACT

This action is not a transfer of cash it is just a movement of appropriation to meet the City Charter requirement for transfers of budget appropriations between departments.

Recommended Action:

ATTACHMENTS

1. Resolution 2022-1840 Exhibit A.pdf
2. Resolution No. 2022-1840.docx

Exhibit A
Resolution No. 2022-1840
Fiscal Year 2022 Movement of Budget Appropriations

Use of Contingency for Goldwater Lake Expansion

From		To		
Fund	**Department**	**Fund**	**Department**	**Amount**
Bed Tax	City Manager (Econ Dev)	Transient Lodging (Bed) Tax	Recreation Services	$ 300,000

Unanticipated Grants and Trusts

From		To		
Fund	**Department**	**Fund**	**Department**	**Amount**
Grants Fund	Non-departmental	Grants Fund	Library	$ 20,000
Grants Fund	Non-departmental	Trust Funds	Recreation Services	$ 10,000

Additional expenditures at Golf Course related to additional activity

From		To		
Fund	**Department**	**Fund**	**Department**	**Amount**
General Fund	Recreation Services	Golf Course Fund	Recreation Services	$ 177,000
General Fund	Recreation Services	Golf Course Fund	Non-departmental	$ 405,000

Additional expenditures in Fleet related to additional activity

From		To		
Fund	**Department**	**Fund**	**Department**	**Amount**
Facilities Maintenance	Recreation Services	Fleet Maintenance	Recreation Services	$ 65,000

RESOLUTION NO. 2022-1840

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING THE TRANSFER OF UNENCUMBERED APPROPRIATIONS BETWEEN VARIOUS DEPARTMENTS AND FUNDS IN THE FISCAL YEAR 2022 BUDGET.

WHEREAS, Article VI, Section 10 of the Prescott City Charter allows the City Council to transfer appropriations among various City departments; and

WHEREAS, there are unencumbered appropriations in various Funds and Departments that will not be expended during fiscal year 2022; and

WHEREAS, there are various Funds and Departments that are over budget as identified in exhibit A.

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

SECTION 1. THAT, the Mayor and Council authorize the transfer of the unencumbered budget appropriations in the fiscal year 2022 budget as identified on the attached exhibit A.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 13th day of September, 2022.

_____
PHILIP R. GOODE, Mayor

ATTEST:

_____
SARAH M. SIEP, City Clerk

APPROVED AS TO FORM:

_____
JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2022-1840 is a true, correct and accurate copy of Resolution No. 2022-1840, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2022, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2022.

Seal _____

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Police Department**

AGENDA ITEM: **Approval of Payment to Yavapai Family Advocacy Center in the Amount of $32,617 for FY23 for Support Services to the Prescott Police Department. Funding is Available in the General Fund.**

ITEM SUMMARY

The Prescott Police Department requests approval to pay Yavapai Family Advocacy Center, a project of Prevent Child Abuse (PCA) Arizona, $32,617 for FY23 for the critical supportive services they provide to the Police Department and citizens in our community.

BACKGROUND

On June 22, 2021, Council approved a Memorandum of Understanding (City Contract No. 2021-180) with PCA to establish a formal partnership between Yavapai Family Advocacy Center and the Police Department to assist victims of child or vulnerable adult abuse or neglect, domestic violence, and sexual assault. Yavapai Family Advocacy Center is an immediate resource for law enforcement to help gather time sensitive forensic evidence as well as a crisis response center for the critical needs of victims. They provide sexual assault examinations for the entire county and participate on a multidisciplinary team for response on family and child abuse cases. Additionally, Yavapai Family Advocacy Center provides education and training on topics such as victimology, family violence, sexual assault, and/or child abuse to members of the Police Department, when requested. This agreement is valid for a 5-year period beginning July 1, 2021..

For FY22, Yavapai Family Advocacy Center asked each jurisdiction to provide funding based on the Arizona Census population estimates as of July 1, 2018 at the rate of $.76 per person. This year's annual payment is $32,617.

FINANCIAL IMPACT

This funding request has been budgeted in the General Fund for FY23.

Recommended Action:

ATTACHMENTS

1. YFAC_MOU_2021-180_FINAL.pdf
2. FY2023 funding request Prescott.pdf

MEMORANDUM OF UNDERSTANDING
for FAMILY AND CHILD ABUSE CASE SERVICES
between
PREVENT CHILD ABUSE ARIZONA (PCA), dba YAVAPAI FAMILY ADVOCACY CENTER
and
THE PRESCOTT POLICE DEPARTMENT
CITY CONTRACT NO. 2021-180

BE IT AGREED THAT:

Prevent Child Abuse Arizona (PCA), dba Yavapai Family Advocacy Center

- PCA Arizona operates the Yavapai Family Advocacy Center for the benefit of child and adult victims of violence involving child abuse, vulnerable adult abuse, sexual assault, and/or domestic violence. By promoting a multidisciplinary collaborative approach for the coordination of investigation, prosecution and intervention services, it reduces further trauma for the victim.

- The Yavapai Family Advocacy Center recognizes best practices in providing comprehensive, culturally competent, supportive, victim-centered services in a family friendly setting.

- The Yavapai Family Advocacy Center recognizes best practices in providing supportive, coordinated and collaborative partnerships with law enforcement as members of the multidisciplinary team.

- The Yavapai Family Advocacy Center will communicate appropriate information with the Prescott Police Department regarding ongoing child abuse, vulnerable adult abuse, sexual assault, and/or domestic violence investigations.

- The Yavapai Family Advocacy Center will provide continuous education and training on topics such as victimology, family violence, sexual assault, and/or child abuse training for the Prescott Police Department as requested.

Prescott Police Department

- The Prescott Police Department supports the mission of the Yavapai Family Advocacy Center and is committed to the success of a multidisciplinary approach to the investigation of child abuse, vulnerable adult abuse, sexual assault, and domestic violence.

- The Prescott Police Department will refer, when appropriate, child abuse, vulnerable adult abuse, sexual assault, and domestic violence investigations to the Yavapai Family Advocacy Center.

- The Prescott Police Department will utilize the services at Yavapai Family Advocacy Center when appropriate for cases requiring forensic interviews and/or sexual assault and strangulation examinations.

- The Prescott Police Department recognizes best practices through collaborative partnerships by utilizing specialized law enforcement investigators when available, to participate on a Multidisciplinary Team for response on family and child abuse cases. This includes case review, case updates, information sharing, and periodic planning meetings.

- The City of Prescott may provide financial support to the Yavapai Family Advocacy Center to the extent their governing body allows.

This Memorandum of Understanding (MOU) will be in effect July 1, 2021, and shall remain in effect for a period not to exceed five years, or until such time that either party submits a 30-day written notice to terminate this MOU to the other party. Any modification of this MOU shall be by written amendment executed by the governing bodies of both parties.

Any notice required to be given under this MOU will be provided by mail to:

Yavapai Family Advocacy Center
Director
PO Box 26495
Prescott Valley, AZ 86312

The Prescott Police Department
Chief of Police
222 S. Marina Street
Prescott, AZ 86303

WHEREAS, this constitutes the understanding between the Prescott Police Department and PCA Arizona, through the Yavapai Family Advocacy Center.

By: _____
Claire Louge, Executive Director
Prevent Child Abuse Arizona

Date: _____

By: _____
Missy Sikora
Yavapai Family Advocacy Center

Date: _____

By: _____
Greg Mengarelli, Mayor
City of Prescott

Date: _____

Approved as to Form:

_____
Michael Lamar, City Manager
City of Prescott

Date: _____

Attest:

_____
Amy Bonney, Interim Chief of Police
Prescott Police Department

YAVAPAI FAMILY ADVOCACY CENTER

A project of Prevent Child Abuse Arizona

June 8, 2022

Michael Lamar
Prescott City Manager
201S. Cortez St.
Prescott, AZ 86303

Chief Chief Amy Bonney
Prescott Police Department
222 S. Marina St.
Prescott, AZ 86303

Dear Mr. Lamar and Chief Bonney,

The Yavapai Family Advocacy Center (YFAC), a project of Prevent Child Abuse Arizona, is truly appreciative of your ongoing support and looks forward to continuing the partnership to assist victims of child or vulnerable adult abuse or neglect, domestic violence, and sexual assault. In fiscal year 2023, YFAC is asking each jurisdiction to provide funding based on the AZ Census Population Estimates as of July 1, 2018 at the rate of $.76 per person. Please consider the enclosed Funding Request for $32,617.

At the Yavapai Family Advocacy Center, we support victims of interpersonal violence and our partnering law enforcement agencies through providing quality forensic interviews conducted by an expert, dedicated forensic interviewer. As you are aware, we know that no two children will relate their experiences in the same way; additionally, many children and their caregivers have reported feeling re-victimized throughout the investigation process. To alleviate this additional trauma, research clearly shows one of the most significant interventions has centered on how to elicit accurate information from children regarding abuse and neglect through a forensic interview conducted by a trained interviewer in a neutral setting that allows for all involved parties (law enforcement, Department of Child Safety, county attorney) to monitor the interview at the same time, thus eliminating the need for additional interviews. The dedicated forensic interviewers at YFAC have not only completed the Arizona Advanced Forensic Interview Training, they regularly participate in national and state expert forensic interview training and bi-monthly statewide peer reviews. This not only ensures a victim-centered, quality interview for evidentiary purposes, it ensures the interviewer is trained and prepared to provide expert testimony in court when necessary. Although every other advocacy center around our state charges law enforcement agencies per interview ($250-$400), at YFAC these interviews are provided free of charge. This is largely due to the ongoing partnerships and support we have with each of the municipalities in Yavapai County, including the Prescott Police Department and the City of Prescott.

Another way we support our county citizens and law enforcement agencies is through our Sexual Assault Nurse Examination (SANE) program. In the event of a sexual assault, victims are medically stabilized at the hospital if needed and then all SANE exams are referred to YFAC. In addition to the medical training all nurses receive to assess injuries and provide medical care, the nurses performing SANE exams are also trained in evidence collection including DNA and photographic evidence collection (YFAC purchases and pays maintenance on all necessary equipment for evidence collection) as well as trained in providing expert testimony when needed. YFAC and the Yavapai County Attorney's office have a contract with Honor Health to ensure we have trained SANE nurses available 24/7 to complete these exams. Although per statute all SANE exams are approved and paid for by the county attorney's office, YFAC pays an additional hourly stipend to Honor Health for on-call hours to ensure the ongoing, consistent availability of this service.

Aside from our amazing partnerships with each law enforcement agency in Yavapai County, YFAC provides many additional supportive services to victims who seek us out on their own. YFAC has six full-time victim advocates who provide crisis counseling and support, safety planning, education, advocacy, court accompaniment, facilitated support groups, and service referrals. In addition, YFAC has four licensed clinical therapists that we contract with to provide trauma therapy to victims and their effected family members, as well as a contracted local family attorney who assists clients with contested orders of protection, custody, and divorce paperwork. Approximately half of the 150+ clients YFAC serves each month are Yavapai County citizens who contact our office independently without a referral from law enforcement or DCS.

All services provided at YFAC are confidential and free of charge to the victims, their non-offending caregiver, and effected family members. As you know, YFAC is funded through federal, state, and private grants, fund raising, and gifts/donations as well as the supportive funding we receive from your agencies. Continued support for the Yavapai Family Advocacy Center can be proven both cost-effective and beneficial for victims, law enforcement, DCS, and Yavapai County prosecutors. If there is any way that YFAC can strengthen our services to your agency and the citizens you serve, or improve on our partnership with the Prescott Police Department, please let me know. We appreciate your commitment to our collaborative project and thank you for your consideration of this request.

Sincerely,

Missy Sikora
Director, Yavapai Family Advocacy Center

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Recreation Services**

AGENDA ITEM: **Approval of City Contract No. 2023-049 for a Five-Year Service, Maintenance & Repair Agreement with TK Elevator Cooperation Using Omnia Partners Group Contract # R200502-316989. Funding is Available in the Facilities Budget.**

ITEM SUMMARY

This item is asking for approval of City Contract No. 2023-049 to enter into a 5 year service, maintenance and repair agreement with TK Elevator Cooperation using Omnia Partners Group – Contract # R200502-316989 and utilizing the standard City Cooperative Contract.

BACKGROUND

Over the past year the City of Prescott was under contract with Otis Elevator for the service, repair and maintenance of City owned elevators. The City started to experience higher than normal calls for service with elevators. Elevators started to fail monthly checks. After looking into what the causes of these problems were we found that the vendor was not performing as outlined in their contract. The City decided to terminate the contract with Otis.

TK Elevator Corporation had a contract to maintain the new City Hall elevator that we assumed when we purchased the building. Having a good relationship with TK allowed us to use Omnia Partners Group for a contract City wide.

The maintenance, service and repair agreement will allow the City to have a professional licensed company maintain the elevators within City buildings. This includes the monthly testing that is required. Elevators are located at the Prescott Public Library, The Granite Street Parking Garage, The Prescott Police Department and the The New City Hall.

The City's standard cooperative purchasing contract will be used for this item.

FINANCIAL IMPACT

There are funds budgeted in the Facilities Maintenance budget for this service each year.

Recommended Action:

ATTACHMENTS

1. City of Prescott Omnia TKE Maintenance Contract.pdf
2. Pricing Exhibit A.pdf

Omnia Partners Group – Contract # R200502-316989

for the Protection of Vertical Transportation Equipment

A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 17th day of August, 2022 by and between City of Prescott, having an address of 201 South Cortez, Prescott, AZ 86303 (hereinafter referred to as "Purchaser"), and, TK Elevator Corporation, a Delaware corporation, having an address of 3100 Interstate North Circle SE Suite 500 Atlanta, GA 30339 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and

C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser's vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

(a) Each individual location requirement (as specified at the time of ordering by the Purchaser). An Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
(b) This Agreement;
(c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties

to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
b) Agree to mutual objectives and timescales;
c) Assess the overall performance of this Agreement by each party;
d) Review business implications, targets and risks;
e) Review whether this Agreement is being conducted in the spirit it was intended; and
f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. **BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. **ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. EXTENT OF COVERAGE:

Service Provider will perform the following Services with respect to any equipment described on any fully executed ocation requirement:

7.1 <u>TRACTION ELEVATORS:</u>

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system

on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. **COMPLIANCE WITH LAWS:**

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. **TERM:**

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of five (5) years commencing on September 1, 2022 and shall automatically be renewed for successive one (1) year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety (90) days before the end of any subsequent one (1) year renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the Omnia Contract may exceed the term of the Omnia Agreement. The terms and conditions of the Omnia Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the Omnia members request provided, they are in accordance with local laws and regulations.

12. **AFTER HOURS WORK**

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Gold" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as "Platinum" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us for the difference between regular and overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as "Platinum Premier" within the Exhibit "A", for overtime calls involving one mechanic, Contractor will include our services at no additional cost.

13. PRICING:

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. **INSURANCE REQUIREMENTS:**

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of

any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation	Statutory Limits
Employer's Liability	$1,000,000 each accident
	$1,000,000 policy limit-disease
	$1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:	$2,000,000 each occurrence – BI & PD
	$2,000,000 general aggregate
	$2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of $2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. PURCHASER RESPONSIBLITIES:

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service

Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 **NOTICES:**

Every notice or other communication to be given by either party to the other with respect to this

Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified

mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE

TK Elevator Corporation

3100 Interstate North Circle SE Suite 500

Atlanta, GA 30339

Attn: International Account Contract Administrator

FILL IN FAX NUMBER

This Agreement has been prepared in duplicate, of which each party has received a copy.

ACCEPTED:

PURCHASING COMPANY NAME

BY: _____
Signature of Authorized Individual

TITLE: _____

DATE: _____

TK ELEVATOR CORP.

BY: _____

TITLE: Branch Account Executive

DATE: _____

TKE CORP.APPROVAL:

BY: _____

TITLE: VP, Contracts

DATE: _____

Exhibit “A”
Property list/Location
Contract Type and Price

Location Name: City of Prscott / Various

Location Address: See below

Unit Count: Five (5)

Unit Type: Hydraulic Elevator

Contract Type: GOLD

Omnia Group Monthly Pricing: $1,233.55 plus tax if applicable

Billing Frequency (Monthly, Quarterly, Annually)

List of Units – Pricing Per Location/Unit

Police Headquarters
222 S Marina Street, Prescott AZ 86303
One (1) Hydraulic Elevator / $246.71 per month plus tax if applicable

Library
215 E Goodwin Street, Prescott AZ 86303
Two (2) Hydraulic Elevator / $493.42 per month plus tax if applicable

Parking Garage
135 S Granite Street, Prescott AZ 86303
One (1) Hydraulic Elevator / $246.71 per month plus tax if applicable

City Hall
201 N Montezuma Street, Prescott AZ 86301
One (1) Hydraulic Elevator / $246.71 per month plus tax if applicable

Exhibit “A”
Property list/Location
Contract Type and Price

Location Name: City of Prscott / Various

Location Address: See below

Unit Count: Five (5)

Unit Type: Hydraulic Elevator

Contract Type: GOLD

Omnia Group Monthly Pricing: $1,233.55 plus tax if applicable

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City Hall
201 N Montezuma Street, Prescott AZ 86301
One (1) Hydraulic Elevator / $246.71 per month plus tax if applicable

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Recreation Services**

AGENDA ITEM: Approval of City Contract No. 2023-051 for the Purchase of One (1) Toro Reelmaster 3100-D using Mohave QMS Contract No:Q98190 in the Amount of $54,114.50. Funding is Available in the Recreation Services Budget.

ITEM SUMMARY

This item is for approval of City Contract No. 2023-051 for the purchase of 1 Toro Reelmaster 3100-D using Mohave QMS Contract No:Q98190 in the amount of $54,114.50

BACKGROUND

Park Maintenance is tasked with maintaining all of the City of Prescott athletic fields. For the maintenance of the fields several different pieces of equipment are required. Currently Park Maintenance uses 2 different machines to verti cut and mow. One machine is a 1999 and the other is a 1994. The Toro Reelmaster 3100 will replace both of these machines as it is a universal machine that can have the attachments changed out easily. The old machines will go to auction after the new machine is received. The City's standard contract template will be used for this matter.

FINANCIAL IMPACT

Funds are available in the Recreation Services FY23 Capital Improvement budget.

Recommended Action:

ATTACHMENTS

1. City of Prescott Parks Q98190 rev1 083122.pdf

Quotation for City of Prescott Parks & Recreation

Date: 08/31/2022
Mohave Contract
QMS No:Q98190

Prepared For:	**Doug Tyree**	**Quote No:**	**Q98190**
	City of Prescott Parks & Recreation 201 S cortez St Prescott, Arizona 86303 United States	Expires Date: Delivery Date: Contract: Payment Terms: Sales Person:	09/16/2022 Approx. 3 – 12 months Mohave Contract 20E-SNC-25 Net 30 days Fred Balzarini fred.balzarini@simpsonnorton.com (602) 708-6950

Summary

Qty	ID	Name	MSRP	% OFF MSRP	Ext Award
1	03170	Reelmaster 3100-D	$64,372.21	21.8%	$50,339.07

Configuration Product Details

Qty	ID	Name	MSRP	% OFF MSRP	Ext Award
1	**03170**	**Reelmaster 3100-D**	**$34,094.00**	**21.8%**	**$26,661.51**
1	31692	LED Work Light Kit	$360.00	21.8%	$281.52
1	03172	27 Inch Lift Arm Kit	$1,592.00	21.8%	$1,244.94
1	119-0635	DPA CU Tipper Kit (For Reelmaster 3100 Series)	$87.69	21.8%	$68.57
1	03244	RM 3100 End Weight Kit (3)	$321.00	21.8%	$251.02
3	03203	27 IN Verticutter	$3,757.00	21.8%	$8,813.92
3	03189	27 Inch 8 Blade (RR) Radial Reel EdgeSeries	$5,500.00	21.8%	$12,903.00
12	119-0626	Roller Shim	$2.79	21.8%	$26.18
12	3230-30	HOC - Extended Carriage Bolts (Higher Than 1 ½ Inches)	$9.42	21.8%	$88.40
				Sub Total	**$50,339.07**

Totals

Equipment Total (Toro – Trades + Allied)	$50,339.07
Set Up Total	$0.00
Freight Total	$0.00
State Sales Tax	$3,775.43
Miscellaneous	$0.00
Grand Total	$54,114.50

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Recreation Services**

AGENDA ITEM: **Approval of City Contract No. 2023-053 with Vehicle Service Group for the Purchase of One (1) 4-Post 36,000 Pound Vehicle Lift Using NASPO ValuePoint Contract #ADSP019-215114 in the Amount of $73,520.60 and applicable taxes. Funding is Available in the Recreation Services Fund.**

ITEM SUMMARY

This item is for approval of City Contract No. 2023-053 with Vehicle Service Group for the purchase of 1 (one) 4-post 36,000lb vehicle lift using NASPO ValuePoint Contract #ADSPO19-215114 in the amount of $73,520.60 and applicable taxes.

BACKGROUND

Currently Fleet Maintenance uses a 2-post lift with a capacity of 14,000lb's for the maintenance of the City owned vehicles. The current lift is not able to lift some of the heavier trucks that are in the City's fleet. The new lift is a 4-post lift. This means that there are 4-posts mounted to the concrete that will allow it to lift the heavier vehicles safer. The current 2-post lift will be relocated to the Golf Maintenance shop as their lift is no longer serviceable. The City's standard contract template will be used for this matter.

FINANCIAL IMPACT

Funding is available in the Fleet maintenance FY23 Capital Improvement Budget

Recommended Action:

ATTACHMENTS

1. Quote

Vehicle Service Group
NASPO ValuePoint
Contract #ADSPO19-215114

Quote # : 2022622
Date: 8/17/2022
Requested By: Jim Fosnough
Quote Expires: 9/17/1955
Payment Terms: 1/2%-15th,NET 30
Warranty: 1yr. Parts & Labor

Note: Quote for equipment and installation.

Prepared By: Christine Bilz

***If the completion of the installation is delayed more than one month due to governmental entity delays (i.e. electrical etc.), then Rotary can request partial payment for the portion of work completed (both equipment and installation).**

Project Name: City of Prescott

Model No.	Description	Unit Price Ea.	Qty.		Extended Price
SM30-EL	4 Post Surface Lift 360000lb Capacity With a	$ 32,674.26	1		$ 32,674.26
	307" Wheelbase				
RJ152BK	15,000lb Rolling Jacks	$ 11,001.36	2		$ 22,002.72
FC5781-7	Extended Ramp	$ 958.41	2		$ 1,916.82
S100018	Alignment Kit	$ 6,706.80	1		$ 6,706.80
XXX01CTT	Installation includes mechanical install to	$ 7,725.00	1		$ 7,725.00
	remove current SPO15 lift and add new lift				
	and reinstall in new location				
XXX01CTT	Forklift and scissor lift rental	$ 2,495.00	1		$ 2,495.00
	*does not include electrical/air/concrete				
	*does not include any unforeseen obstacles				
	such as (water, rock, sand, sludge, in-floor				
	heat and/or utilities etc.)				
	*does not include any applicable sales tax				
Freight	Pre Paid By Rotary				
			Total Price:		$ 73,520.60

ADDITIONAL TERMS AND CONDITIONS: By submitting a purchase order to Vehicle Service Group, LLC. (VSG), customer accepts and agrees to these terms and conditions as additional terms to the extisting agreement between the parties referenced on the face of this quotation (Existing Agreement), notwithstanding anything to the contrary contained therein. All additional or different terms and conditions contained in Customer's purchase order are hereby rejected. No additional or different terms or conditions, or any modifications, changes, or amendments to these terms of the existing agreement shall be binding on VSG, unless expressly accepted by VSG in writing.

DISCLAIMER: Notwithstanding anything to the contrary in the Existing Agreement, VSG shall not be liable for any loss, damage or additional costs arising from unforeseen conditions affecting installation, including but not limited to contaminated soil, bed rock, in-floor heating system, high water conditions, or any othertype of in-ground conditions. Customer acknowledges and agrees that Customer shall be responsible for any additional costs due to such conditions, in addition to the installation price set forth herein.

DELAY: Notwithstanding anything to the contrary in the Existing Agreement, if delivery of the equipment or completion of the work is delayed by more than thirty (30) days due to the acts or ommission of Customer or any third party other than VSG or its sub-contractors, VSG may require Customer to render payment for equipment manufactured or delivered, and portions of the work completed, within thirty (30) days from the date of VSG's invoice, in the amounts set forth in such invoice.

*Cancelled orders are subject to 20% restocking fee.

NASPO #:	ADSPO19-215114	**Rotary Lift**
CAGE #:	7K311	**2700 Lanier Dr.**
Tax ID #:	90-0501347	**Madison, IN 47250**
DUNS #:	00-638-2634	**Chris Bilz, Government Sales Leader**
		800.445.5438 x5655
		800.578.5438

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Community Development**

AGENDA ITEM: **Approval of CSP22-002, a Proposed Comprehensive Sign Plan for Calvary Prescott Chapel. Location: 2313 E State Route 69. Property Owner: Calvary Chapel of Prescott. Applicant: A and B Sign Company Inc.**

ITEM SUMMARY

This is a request for a Comprehensive Sign Plan for the Calvary Chapel of Prescott, located at 2313 E State Route 69, across from the Lowes Home Improvement Store. The plan would allow for a replacement of the existing digital monument sign.

BACKGROUND

The subject property is an approximate 3.25 acre site located on the southwest corner of E State Route 69 and Holiday Dr. and accessed off of E State Route 69. This proposal is to upgrade the existing monument sign in a different location. In the request, the applicant states this proposed digital sign will allow the church to provide relevant information to the public in regards to church events, community announcements, etc.

The existing sign, approved under a Comprehensive Sign Plan in March of 2021, is located along E State Route 69 and a total of 78 square feet with a changeable copy of 40 square feet and viewable from both directions. Per the Land Development Code, they are allowed a 48 square feet monument sign, of which 50% can be the changeable copy.

The request is for a new monument sign to replace the existing sign. The proposed monument sign will be approximately 20 feet in height with 40 square feet of digital signage and 35 square feet of identification signage.

The sign is located in the Commercial Corridor Overlay District which requires all sign lighting to be turned off one hour after closing of business or by 10 pm, whichever is later.

The Planning and Zoning Commission reviewed the request at their August 25, 2022, meeting and voted unanimously to recommend approval of the request as presented.

FINANCIAL IMPACT

NA

Recommended Action:

ATTACHMENTS

1. NARRATIVE.pdf
2. Maps and Sign Renderings.pdf

691 6th St.
Prescott, AZ 86301
928-445-6995

7/20/2022

City of Prescott

201 S Cortez St.

Prescott, AZ 86314

A&B Sign company is representing Calvary Chapel of Prescott concerning erecting a new pylon sign with electronic message centers.

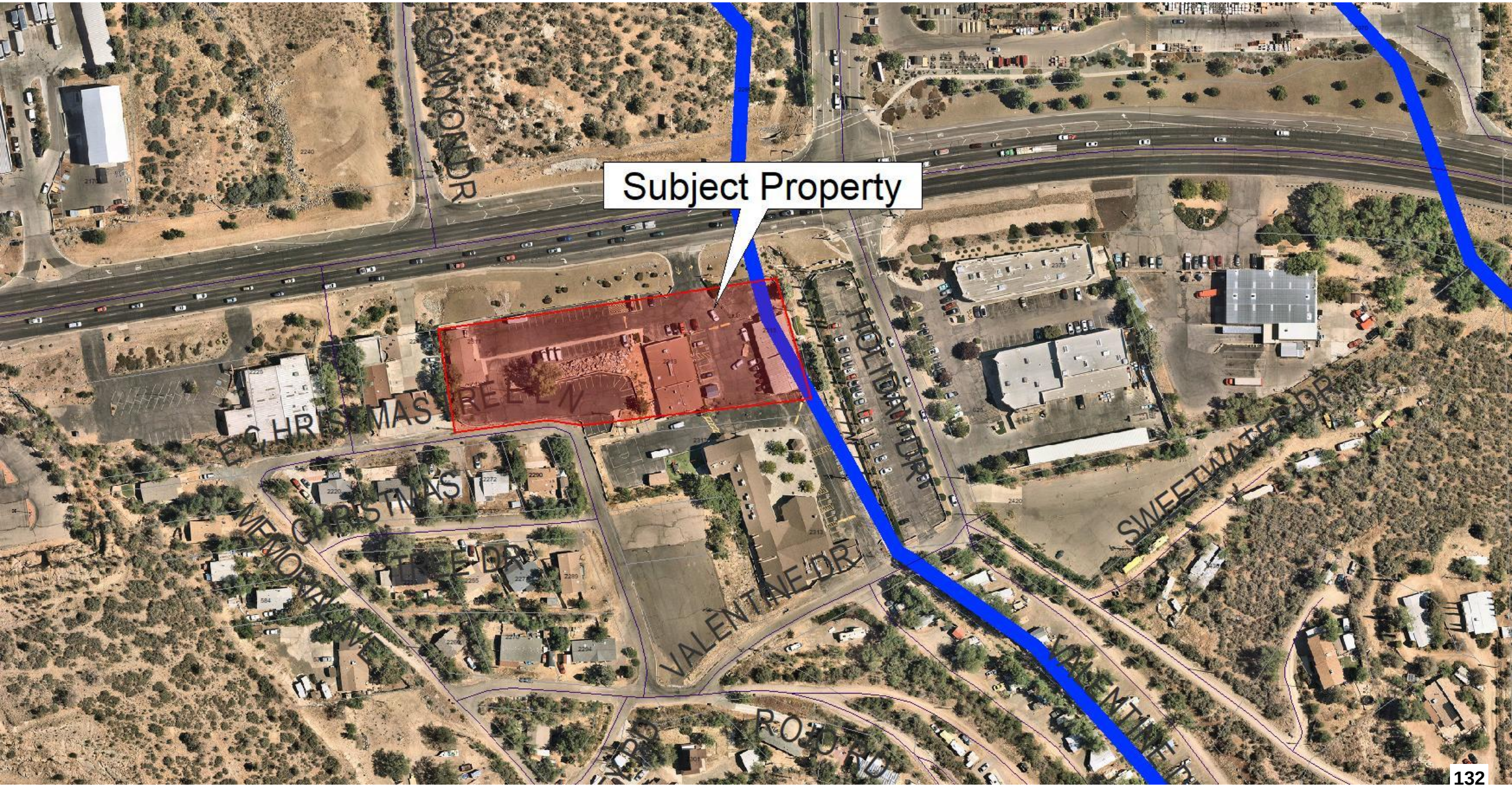
This parcel has a monument sign that has been there for years and recently was remodeled and added on to. The result of that remodel was not what the church had in mind, so they are contracting with A&B Sign to install a new pylon sign in a new location. The existing masonry monument will be removed leaving just the planter. This new design is similar in height and size to other pylon signs in the area and will utilize the existing electronic message centers.

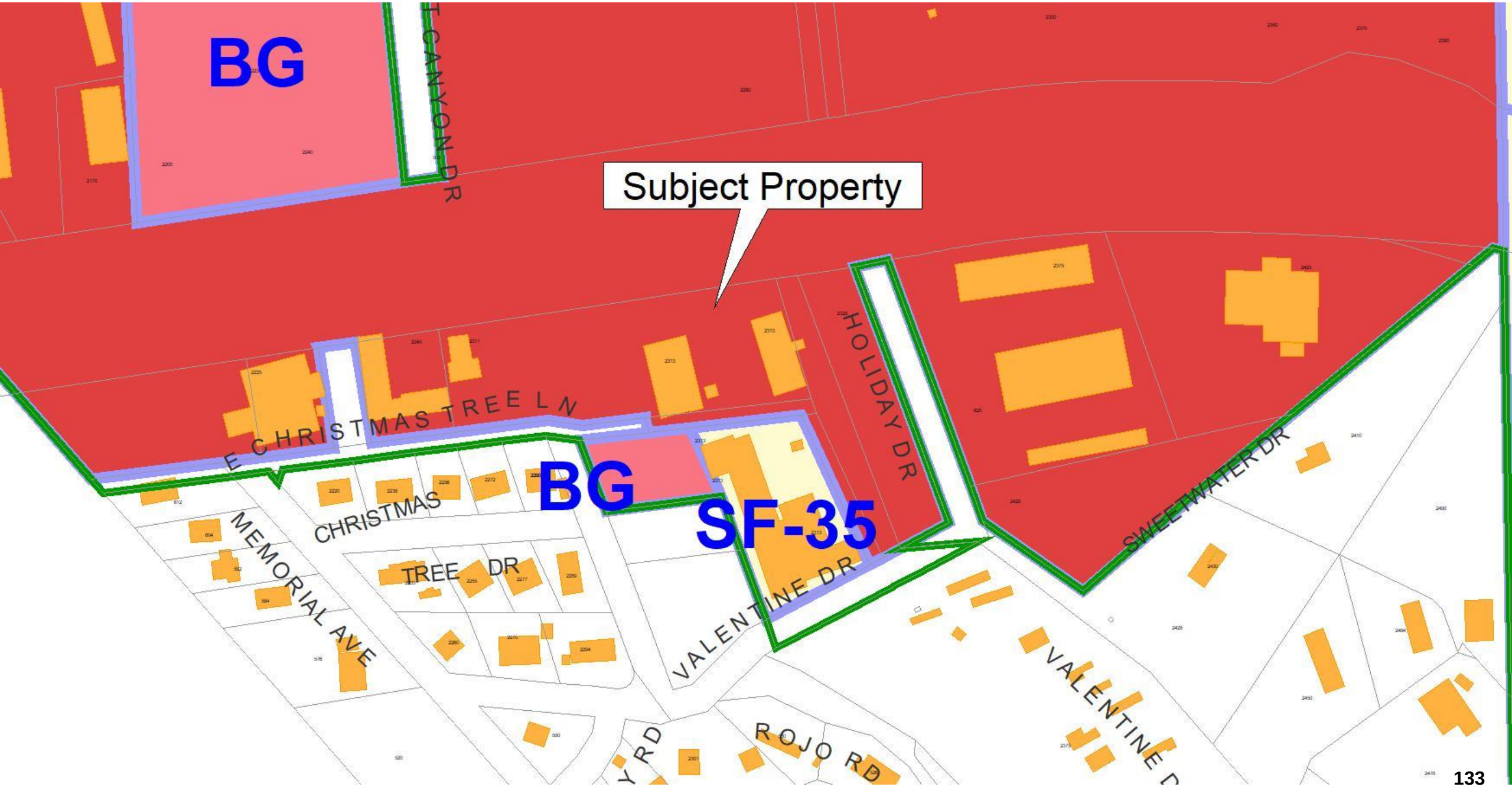
Please consider our request and feel free to contact us with any questions or concerns that you may have.

Warm regards,

Bryan Wieweck

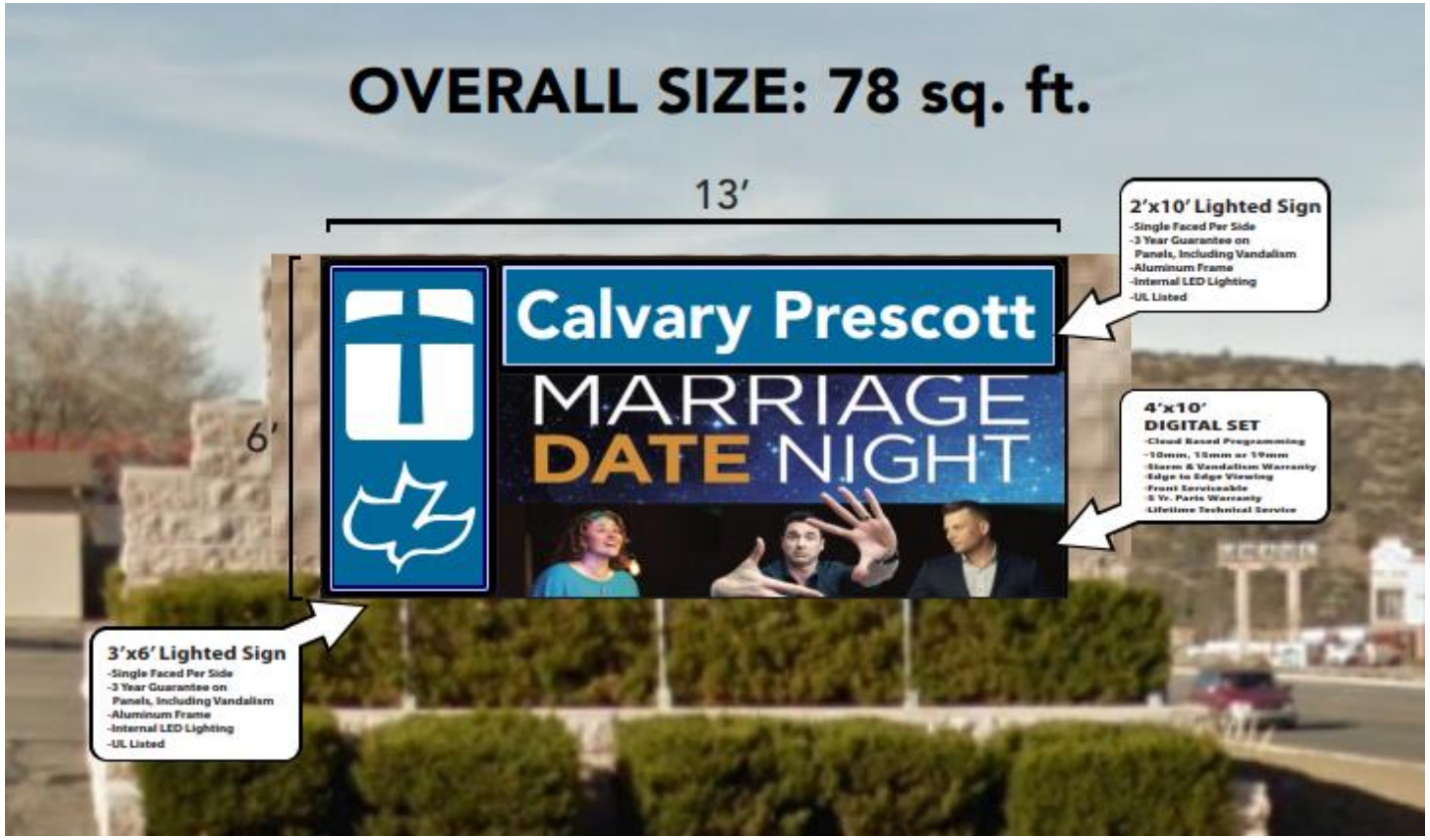
Owner, A&B Sign Co


Subject Property
E CHRISTMAS TREE LN
E CHRISTMAS TREE DR
MEMORY LANE
VALENTINE DR
HOLIDAY DR
SWEETWATER DR
R O J O RD

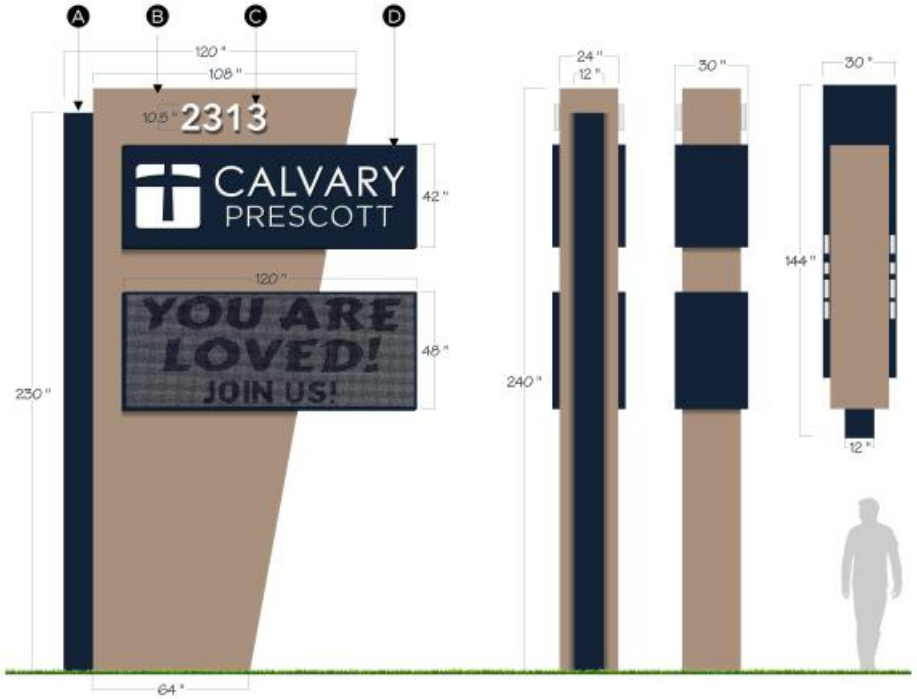

BG
CANYON DR
Subject Property
E CHRISTMAS TREE LN
BG
SF-35
HOLIDAY DR
SWEETWATER DR
CHRISTMAS
TREE DR
MEMORIAL AVE
VALENTINE DR
ROJO RD
VALENTINE

Existing Sign
Proposed Sign

Existing Sign



Proposed Sign



DOUBLE SIDED PYLON SIGN WITH LED READER PANELS

Sign Specifications

- (A) Aluminum endcap with built in venting painted in Matthews Nuance to match existing navy blue, smooth finish.
- (B) Aluminum shroud routed to shaped and painted in Matthews Nuance to match existing beige finished in medium montex (faux stucco).
- (C) Reverse pan channel letters with 2" deep returns and white LED halo illumination. Lettering painted in Matthews Nuance 7725-12 white.
- (D) Manufacture fully vented cabinet painted in Matthews Nuance to match existing navy blue. Reuse (2) existing LED reader panels from old monument sign.
- (E) Manufacture LED illuminated cabinet with 1/8" thick reverse routed aluminum faces. Push through lettering routed from 5/8" clear acrylic with faces flood coated in white premium translucent film. Lettering mounted to 3/16" white acrylic. Cabinet painted in Matthews Nuance to match existing navy blue, smooth finish.

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 09-13-22

DEPARTMENT: Community Development

AGENDA ITEM: **Approval of CSP22-003, a Comprehensive Sign Plan for Seventh Day Adventist Church and School for a New Digital Monument Sign. Location: 2980 Willow Creek Road. Property Owner: Arizona Conf. Corp Seventh Day Adventists. Applicant: A and B Sign Company Inc.**

ITEM SUMMARY

This is a request for a Comprehensive Sign Plan for the Adventist Church and School, located at 2980 Willow Creek Road. The plan would allow for a replacement of the existing monument sign.

BACKGROUND

The subject property is an approximate 2.49 acre site located on the northwest corner of Willow Creek Road and Nicholet Trail and accessed off of Willow Creek Road. This proposal is to upgrade the existing monument sign in the same location. In the request, the applicant states this proposed digital sign will allow the church to provide relevant information to the public in regards to church events, community announcements, etc.

This request is for a new digital monument sign to replace the existing sign. The proposed sign will be approximately 15.5 feet in height with 24 square feet of digital signage and 16 square feet of identification signage. The Land Development Code allows for 36 square feet of monument signage at this location, of which 50% can be a digital copy (digital sign).

The sign is located in the Commercial Corridor Overlay District which requires all sign lighting to be turned off one hour after closing of business or by 10 pm, whichever is later.

The Planning and Zoning Commission reviewed the request a their August 25, 2022, meeting and unanimously voted to recommend approval of the request as presented.

FINANCIAL IMPACT

NA

Recommended Action:

ATTACHMENTS

1. NARRATIVE.pdf
2. Maps and Sign Renderings.pdf

691 6th St.
Prescott, AZ 86301
928-445-6995

7/20/2022

City of Prescott

201 S Cortez St.

Prescott, AZ 86314

A&B Sign company is representing the Seventh-day Adventist Church and School concerning erecting a new pylon sign with electronic message centers.

The property currently has a double-sided pylon sign that serves the church only with no advertising for the school. This existing sign will be removed, and the new sign installed in the same location. The new pylon sign would have the top section permanently advertising the church and school with the lower section being electronic message centers to advertise both church and school functions.

The design has a 16’ overall height but because the sign location is approximately 48” below curb height it is in essence 12’ tall from the view of traffic on Willow Creek Rd. Our intention with this design is to keep both the height and overall size of the sign within the allowances of commercial zoning regulations.

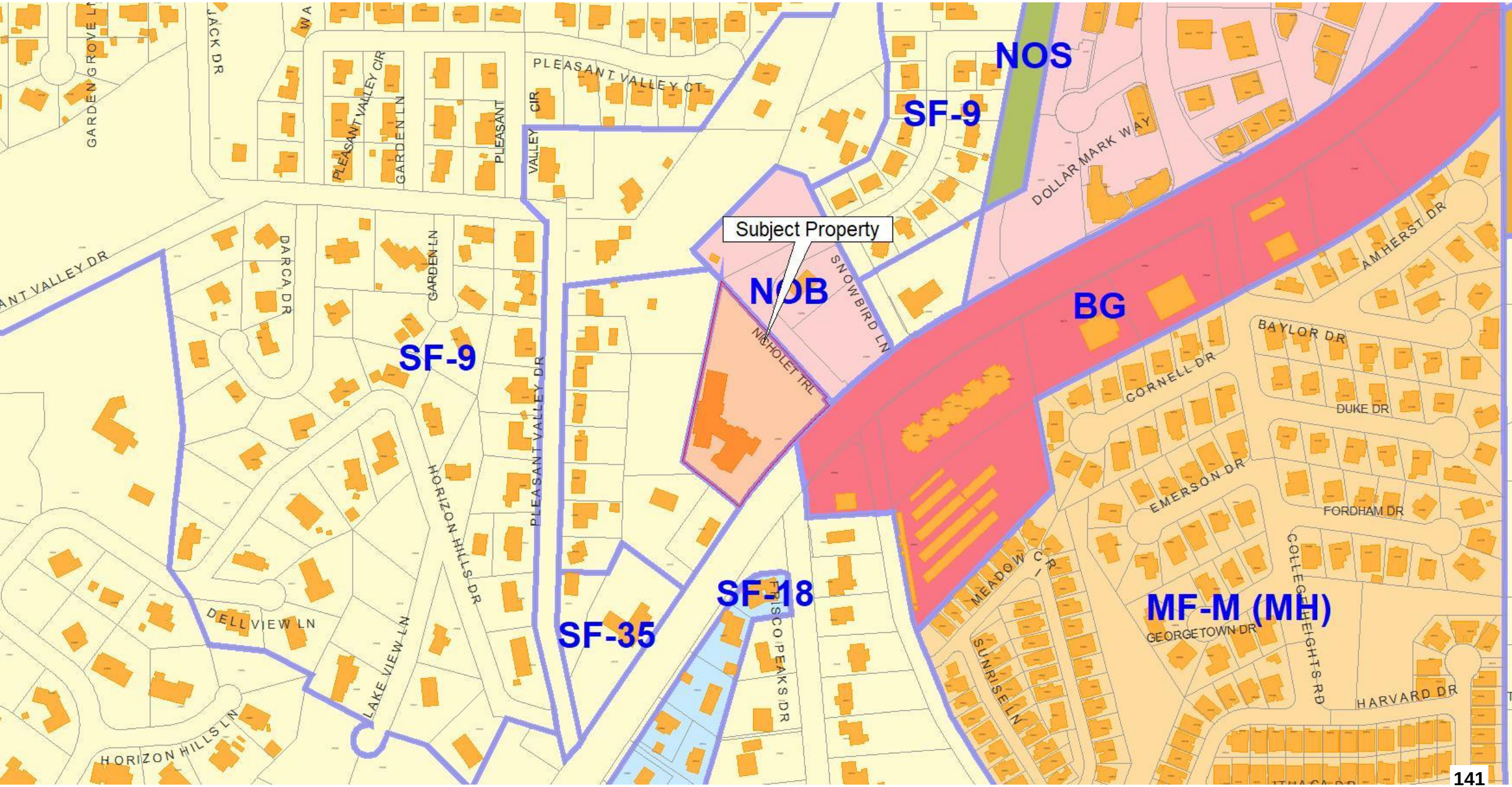
Please consider our request and feel free to contact us with any questions or concerns that you may have.

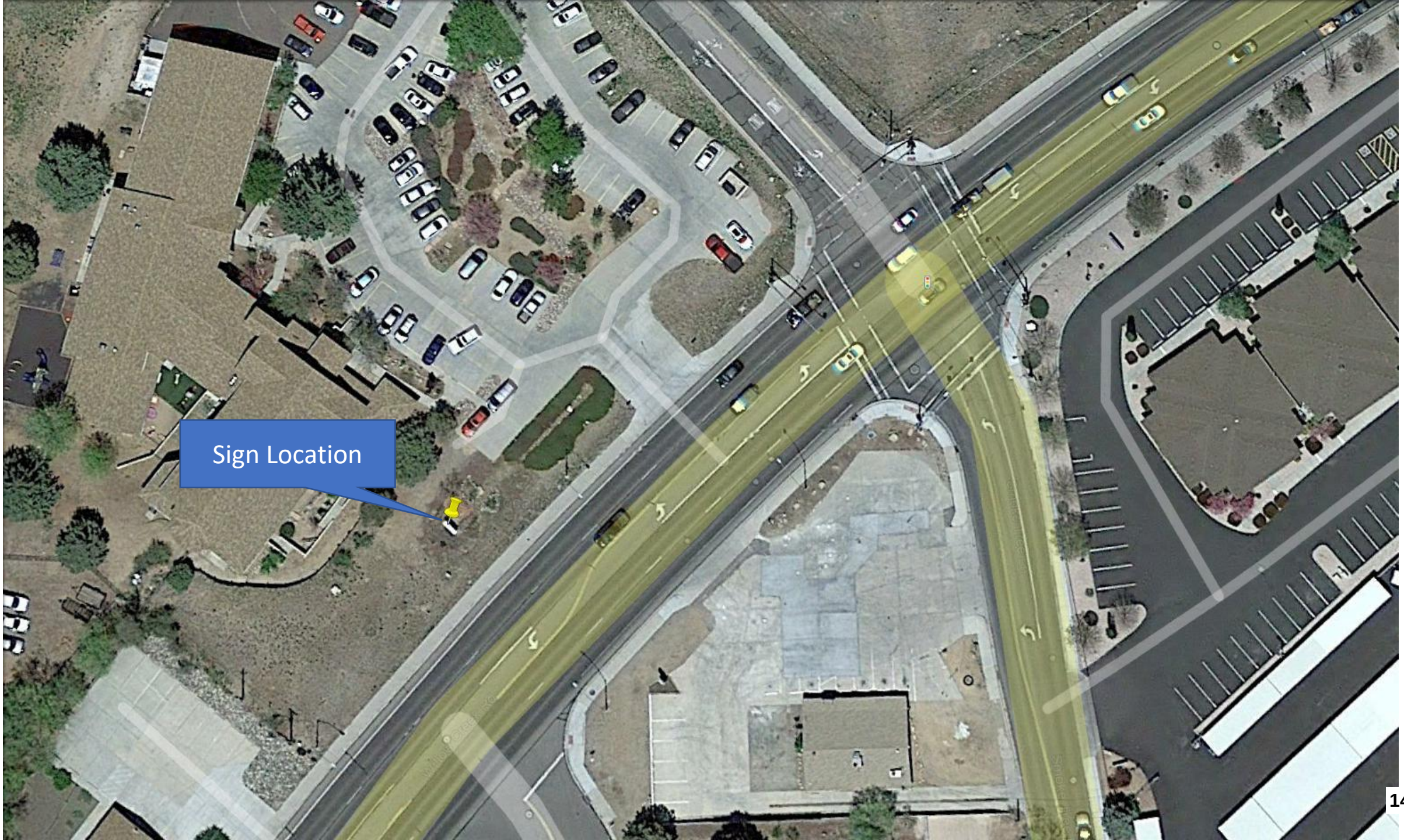
Warm regards,

Bryan Wieweck

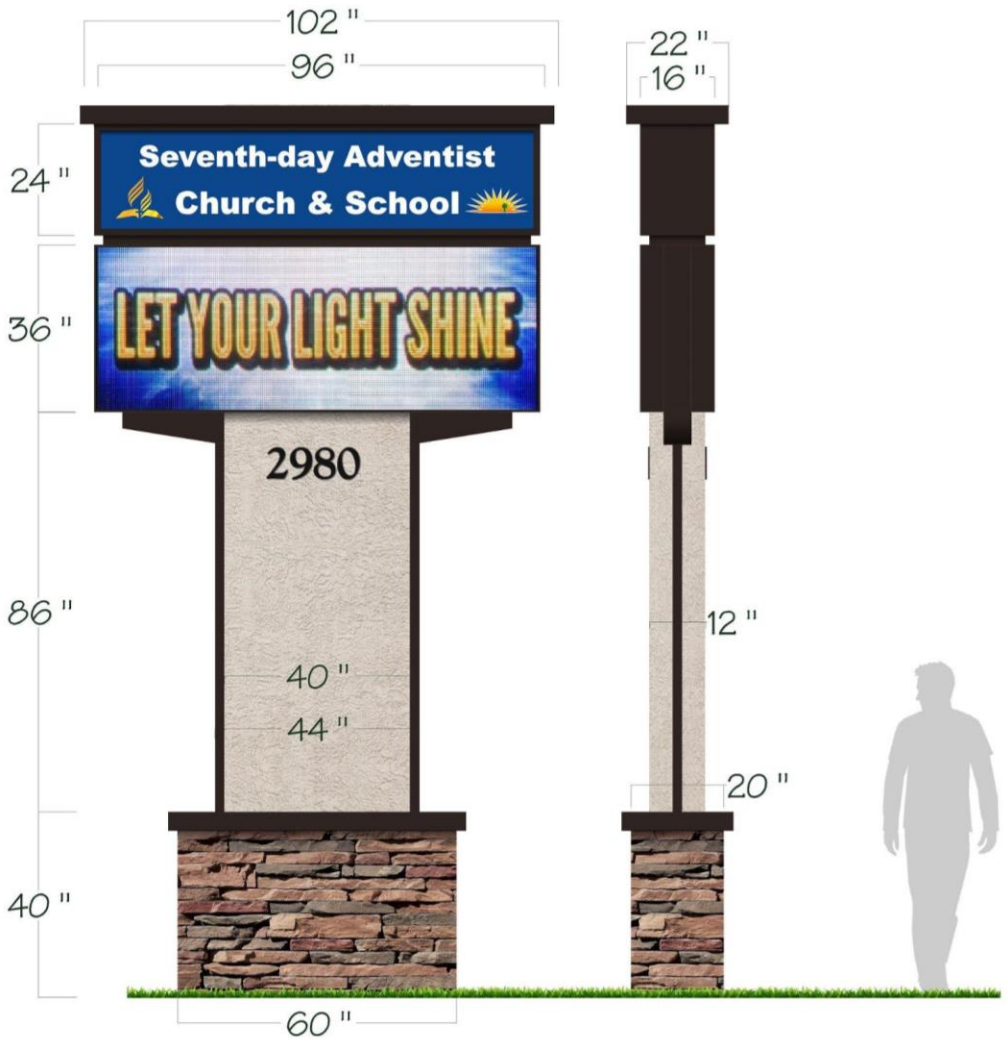
Owner, A&B Sign Co

Subject Property
NICHOLET TRL
SNOWBIRD LN
DOLLAR
GARDEN LN
VALLEY DR
HORIZON HILLS DR
CORELDR
EMERSON DR
GEORGETOWN


NOS
SF-9
Subject Property
NOB
BG
SF-9
SF-35
SF-18
MF-M (MH)
PLEASANT VALLEY CT
PLEASANT VALLEY CIR
GARDEN LN
PLEASANT VALLEY DR
DARCA DR
HORIZON HILLS DR
LAKE VIEW LN
DELLVIEW LN
HORIZON HILLS LN
NICHOLET TRL
SNOWBIRD LN
DOLLAR MARK WAY
AMHERST DR
BAYLOR DR
CORNELL DR
DUKE DR
EMERSON DR
FORDHAM DR
MEADOW CIR
SUNRISE LN
GEORGETOWN DR
COLLEGE HEIGHTS RD
HARVARD DR
TISCO PEAKS DR


Sign Location

Existing Sign



Proposed Sign

Manufacture (1) free standing double sided pylon sign. Top section of sign to be 3/16" white acrylic faces with 3M premium translucent vinyl graphics and internal LED illumination. Vantage LED electronic message centers in 12mm pitch with wireless communication. Faux stone base with metal cap. Faux stucco finish on pole cover. All metal surfaces painted with Matthews Nuance automotive grade paint.

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Airport**

AGENDA ITEM: **Approval of City Contract No. 2022-168A7, an Amendment to City Contract No. 2022-168 with Dibble for Planning & Environmental Services - Land Acquisition Support Services (Appraisals) in the Vicinity of Prescott Regional Airport - Ernest A. Love Field in an Amount not to Exceed $331,542.00. Funding is Available in the Airport Fund.**

ITEM SUMMARY

This item is to amend City Contract 2022-168 with Dibble to perform Planning and Environmental Services - Land Acquisition Support Services at Prescott Regional Airport. Total cost for for this amendment is not-to-exceed $331,542.00. Funding is available in the Airport Fund.

BACKGROUND

The City of Prescott is exploring the potential acquisition of land near Prescott Regional Airport for the purpose of safe and efficient approach and departure protection, to allow the opportunity for future Airport development, and in support of contractual obligations (grant assurances) to ensure local land use compatibility near the Airport.

This contract amendment will allow Dibble to provide Land Acquisition Support Services to assist the City with the processes necessary to acquire land in accordance with Federal Aviation Administration (FAA) guidelines. Acquisitions shown on the FAA-approved Airport Layout Plan (ALP) are eligible for future Airport Improvement Program reimbursement. An Independent Fee Estimate (IFE) has been performed, and the cost of these appraisals were found to be within acceptable standards.

On March 22, 2022, the City Council approved City Contract 2022-168 with Dibble for a five-year contract for Planning and Environmental Services at the Prescott Regional Airport. This authorization of services allows Dibble to perform several required tasks relating to potential land acquisition. This project has several elements, including project management, appraisal coordination, initial (phase 1) environmental assessments, plan and map updates, grant application(s), and a closeout report.

FINANCIAL IMPACT

Airport Planning and Environmental Services - Land Acquisition Support Services has been budged for in FY23. Funding is available in the Airport Fund.

Recommended Action:

ATTACHMENTS

1. 8-24-22 Land Acquisition Revised Proposal.pdf

DIBBLE

7878 North 16th Street
Suite 300
Phoenix, AZ 85020
P 602.957.1155
www.dibblecorp.com

August 25, 2022

Robin Sobotta, PhD, AAE
Prescott Regional Airport
Ernest A. Love Field
6546 Crystal Lane
Prescott AZ 86301

RE: **AIRPORT PLANNING & ENVIRONMENTAL SERVICES PROPOSAL**
City of Prescott Contract No: 2022-168
City of Prescott Account No: 22031
Authorization of Services No: 07
PRC – Land Acquisition Support Services

Dear Dr. Sobotta,

The Prescott Regional Airport – Ernest A. Love Field (PRC or Airport) and the City of Prescott (City) have identified land that should be acquired to protect the existing approaches to the Airport, promote compatible land use and support of the continued growth and development of the Airport. Dibble has been requested to provide Land Acquisition Support Services in support of the City to acquire land in accordance with Federal Aviation Administration (FAA) guidelines. The land proposed to be acquired is shown on the recently-updated (June 2022) PRC Airport Layout Plan (ALP).

Therefore, Dibble has prepared a scope of work and fee proposal to assist the City with the acquisition process. We have prepared a scope of work describing our proposed services along with a fee proposal for your review and approval. Dibble's total lump sum fee per the attached scope of work is:

Professional Services:

Dibble	$43,152.00
Dibble direct expenses	$ 290.00
Southwest Appraisal Associates Inc	$108,000.00
Appraisal Technology Inc	$115,000.00
Dennis Lopez & Associates	$58,100.00
SWCA Environmental Consultants	$7,000.00

Total fee $331,542.00

Please note that FAA requires airport sponsors comply with FAA Advisory Circular (AC) 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects* regarding the need for an Independent Fee Estimate (IFE). It is our understanding that the City will be requesting FAA funding for the acquisition of land, therefore an IFE will be necessary.

We look forward to working with you on this important project. If you need additional information or have questions, please do not hesitate to call us at 602-957-1155.

Sincerely,

Charlie McDermott, LEED AP
Aviation Planning Manager
Airport Development

Jared Bass, P.E.
Vice President
Airport Development – Sr. Project Manager

Prescott Regional Airport – Ernest A. Love Field
Scope of Work
Land Acquisition Support Services

The Prescott Regional Airport – Ernest A. Love Field (PRC) and the City of Prescott (City) have identified land that should be acquired to protect the existing approaches to the Airport, promote compatible land use and support of the continued growth and development of the Airport. Dibble has been requested to provide Land Acquisition Support Services in support of the City to acquire land in accordance with Federal Aviation Administration (FAA) guidelines. The land proposed to be acquired is shown on the recently updated and approved by FAA (June 2022) PRC Airport Layout Plan (ALP) and Figures 1-4 attached.

For acquisition of land to be eligible for reimbursement from the FAA and State, the City is required to acquire the land in accordance with FAA Advisory Circular (AC) 150/5100-17, *Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects,* FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions,* and FAA Order 5100.38D, *Airport Improvement Program Handbook,* specifically Table 3-48 regarding the need for two appraisals to ensure support of appraised values for a property with a potential fair market value over $500.000.

The land to be acquired by the City is depicted on Figures 1- 4 which are attached hereto and made a part hereof. This scope of work has been prepared to provide Land Acquisition Support Services for the land shown on Figures 1-4.

SCOPE OF WORK

Land Acquisition Support Services provided by Dibble will generally include assisting the City with obtaining the required independent appraisals and review appraisals, preparing (through or subconsultant) the Phase 1 Environmental Site Assessments (formerly known as Environmental Due Diligent Audits), updating the ALP, Airport Property Map (Exhibit A) and Airport Disclosure Map, and preparing the grant application for reimbursement and project close-out report.

Dibble shall provide the following elements.

Element 1 – Project Management and Administration
Element 2 - Appraisal Coordination
Element 3 – Phase 1 - Environmental Site Assessments
Element 4 – Update ALP, Property Map, Airport Disclosure Map
Element 5 – Grant Application and Closeout Report

ELEMENT 1: PROJECT MANAGEMENT AND ADMINISTRATION

Task 1.1 - Provide overall project management and coordination of the land acquisition process as described herein. Dibble will also coordinate the deliverables and activities of the appraisers and environmental consultants contracted under this proposal.

Task 1.2 – Arrange, prepare, and facilitate meetings (as needed) with FAA, State, City, and property owner(s) to review and discuss the acquisition process and status as needed or requested.

Task 1.3 – Prepare, attend, present, provide briefings, address questions and comments to the City of Prescott Council Study Sessions/Council Meetings as needed.

Task 1.4 – Prepare monthly invoices in an acceptable format to the Airport.

Task 1.5 – Dibble will prepare and maintain an acquisition tracking summary for use by the City throughout the project. Dibble will assemble relevant information that will (at a minimum) include parcel identification, the status of appraisals, Phase 1 - ESAs, offer to purchase, meets & bounds description/boundary surveys, settlement/closings, reimbursement requests, closeout reports and other relevant information.

- Deliverables: As indicated above
- Firm Responsible: Dibble

ELEMENT 2 – APPRAISAL COORDINATION

Task 2.1 – Appraisal Coordination

Based on the identified parcels to be acquired (full or partial takings) as depicted on Figures 1-4 (attached). Dibble has solicited two independent appraisers and one review appraiser. Dibble will ensure that each appraiser meets the minimum qualifications required by FAA and ADOT. Dibble is recommending to the City which appraisal firms to use based on Dibble's knowledge and experience of managing land acquisition projects. Dibble will retain the appraisers as sub-consultants as part of this scope of work.

Dibble will assist PRC in providing relevant information to the appraisers, such as parcel IDs, Phase 1 - Environmental Site Assessments, approved ALP, Airport Impact Zone maps, and other readily available information they may request.

Dibble will address questions from the appraisers about any known encumbrances and other restrictions (airspace, land use, etc.) on the lands to be acquired. Dibble will also provide appraisers (as requested) with the approximate acreage of all known encumbrances or other restrictions on each parcel. The approximate acreages computed by Dibble will not be the result of an actual survey, rather the approximate acreages will be computed from readily available information provided by the City. All property information will be from the Yavapai County Interactive Map. Dibble shall not be held responsible for the accuracy of any information found on the County's interactive map.

Note: The City will be responsible for obtaining written permission from the landowners granting full access to the appraisers.

Task 2.2 – Acquisition Consultation

Dibble will provide advice and guidance to the City and PRC throughout the acquisition phase. Dibble will be available for conference calls and on-site meetings to address questions that may arise through the acquisition phase. Dibble will coordinate the appraisers' activities, address questions, and keep the City and PRC apprised of the status of each appraisal report.

Task 2.3 – Appraisal Summary

Dibble will monitor, track, and report on the progress of the appraisal process. Once the appraisals are complete, Dibble will review and provide comments (as needed and appropriate) to the appraisers. Dibble will summarize the findings of the appraisals for use by the City and PRC.

- Deliverables: As indicated
- Firm Responsible: Dibble

ELEMENT 3 – PHASE 1 - ENVIRONMENTAL SITE ASSESSMENT COORDINATION

Task 3.1 – Phase 1 – Environmental Site Assessments (ESA)

Dibble will coordinate the activities of our environmental subconsultant related to the preparation of the Phase 1 ESA for each parcel of land to be acquired. The ESA will be prepared in accordance ASTM E1527 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.* The ESA will be made available to the appraisers allowing them to take into consideration the findings of the ESA. Dibble will retain the environmental firm responsible for preparing the ESA for each parcel.

Note: The City will be responsible for obtaining written permission from the landowners granting full access to the environmental firm.

- Deliverables: Coordinating the ESA for each parcel
- Firm Responsible: Dibble

ELEMENT 4 – ALP, PROPERTY MAP, AIRPORT DISCLOSURE MAP

Once the City has taken title to all the parcels, Dibble will update the ALP and Property Map (Exhibit A) to reflect the acquisition of land. Dibble will also submit the ALP and Property Map (Exhibit A) to FAA and ADOT for their records. Dibble will also update the Airport Disclosure Map for use by the Airport.

- Deliverables: Updated ALP, Property Map and Airport Disclosure Map
- Firm Responsible: Dibble

ELEMENT 5 - GRANT APPLICATION AND CLOSEOUT REPORT

Land acquisition projects funded by FAA are done on a reimbursement basis, meaning that the City is required to front all funds necessary to complete the acquisition of the parcels, and then apply for reimbursement from FAA and State. Dibble will assist the City and PRC with assembling applicable information needed to prepare the federal grant application. Dibble will also assist with preparing the required closeout report for each parcel acquired.

- Deliverables: Grant application and closeout report
- Firm Responsible: Dibble

Assumptions by Dibble:

1. The City will obtain written permission from the current landowners allowing the appraisers, and environmental consultant access to the property on an as-needed basis.

2. Dibble will prepare a separate scope and fee proposal (if requested) to prepare the necessary meets & bounds surveys and description for parcels of land to be acquired. The boundary surveys will be completed and available approximately 30 days prior to closing. Dibble will coordinate obtaining the necessary title work associated with the land to be acquired. This scope and fee proposal does not include providing boundary surveys.

3. The preparation of the required Federal Categorical Exclusion (CATEX) for the acquisition of land is not included in this scope of work. Once the City has decided which parcels will be acquired, Dibble will prepare a separate scope of work and fee to prepare the necessary CATEX.

4. The City will move forward expeditiously with the acquisition of the land once the appraisals are complete. Updates to the appraisals may be needed if the acquisitions are not initiated within 6 to 8 months of the date of the appraisals. Land acquisition support services for appraisal updates is not included in this scope of work.

5. This scope of work assumes that Eminent Domain will not be necessary for the acquisition of the land. If Eminent Domain is necessary, Dibble reserves the right to request a contract amendment to continue providing acquisition support services.

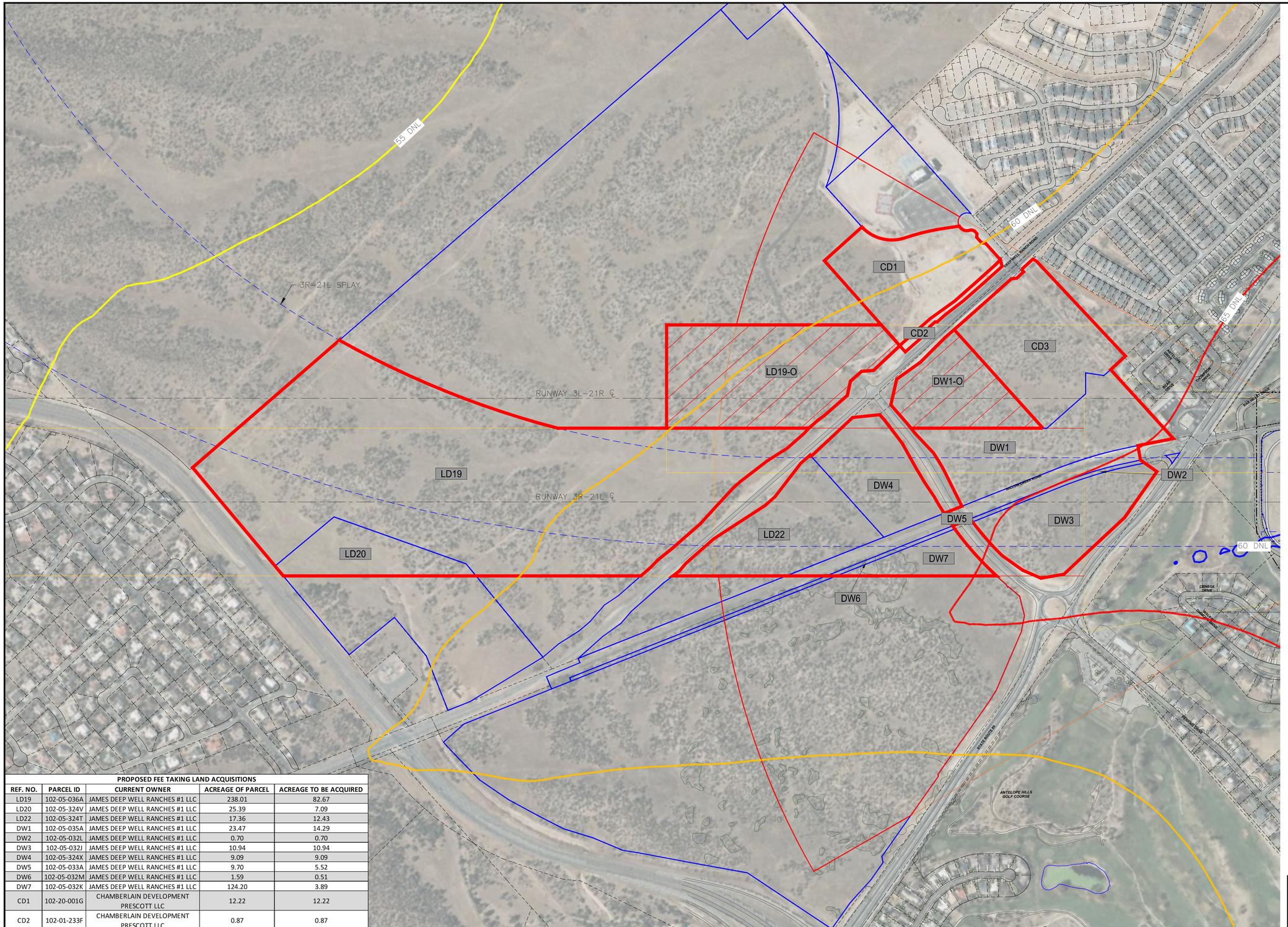
6. Because there are no known improvements (residential housing or businesses) on the land to be acquired, federal relocation assistance services will not be needed, and therefore are not included in the scope of work.

7. The land acquisition support services provided herein are anticipated to be complete within 12 to 18 months of the date of this contract.

Attachments:

Southwest Appraisal Associates Inc proposal dated August 19, 2022
Appraisal Technology Inc proposal dated July 11, 2022
Dennis Lopez & Associates proposal dated August 24, 2022
SWCA Environmental Consultants proposal dated July 7, 2022

END OF SCOPE OF WORK



PROPOSED LAND ACQUISITION	
FEE TAKING	
OPTIONAL TAKING	

AIRPORT IMPACT ZONES	
ZONE 1	
ZONE 2	
ZONE 3	
ZONE 4	

PROPOSED FEE TAKING LAND ACQUISITIONS

REF. NO.	PARCEL ID	CURRENT OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED
LD19	102-05-036A	JAMES DEEP WELL RANCHES #1 LLC	238.01	82.67
LD20	102-05-324V	JAMES DEEP WELL RANCHES #1 LLC	25.39	7.09
LD22	102-05-324T	JAMES DEEP WELL RANCHES #1 LLC	17.36	12.43
DW1	102-05-035A	JAMES DEEP WELL RANCHES #1 LLC	23.47	14.29
DW2	102-05-032L	JAMES DEEP WELL RANCHES #1 LLC	0.70	0.70
DW3	102-05-032J	JAMES DEEP WELL RANCHES #1 LLC	10.94	10.94
DW4	102-05-324X	JAMES DEEP WELL RANCHES #1 LLC	9.09	9.09
DW5	102-05-033A	JAMES DEEP WELL RANCHES #1 LLC	9.70	5.52
DW6	102-05-032M	JAMES DEEP WELL RANCHES #1 LLC	1.59	0.51
DW7	102-05-032K	JAMES DEEP WELL RANCHES #1 LLC	124.20	3.89
CD1	102-20-001G	CHAMBERLAIN DEVELOPMENT PRESCOTT LLC	12.22	12.22
CD2	102-01-233F	CHAMBERLAIN DEVELOPMENT PRESCOTT LLC	0.87	0.87
CD3	102-20-001F	CHAMBERLAIN DEVELOPMENT PRESCOTT LLC	14.96	14.96

PROPOSED OPTIONAL TAKING

REF. NO.	PARCEL ID	CURRENT OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED
LD19-O	102-05-036A	JAMES DEEP WELL RANCHES #1 LLC	238.01	21.07
DW1-O	102-05-035A	JAMES DEEP WELL RANCHES #1 LLC	23.47	9.18

NOTE: THE ACREAGE ON THIS MAP IS FROM THE YAVAPAI COUNTY INTERACTIVE MAP AND IS CONSIDER APPROXIMATE ONLY. PARCEL INFORMATION WAS ALSO OBTAINED FROM THE YAVAPAI COUNTY INTERACTIVE MAP ON OR ABOUT JUNE 20, 2022.

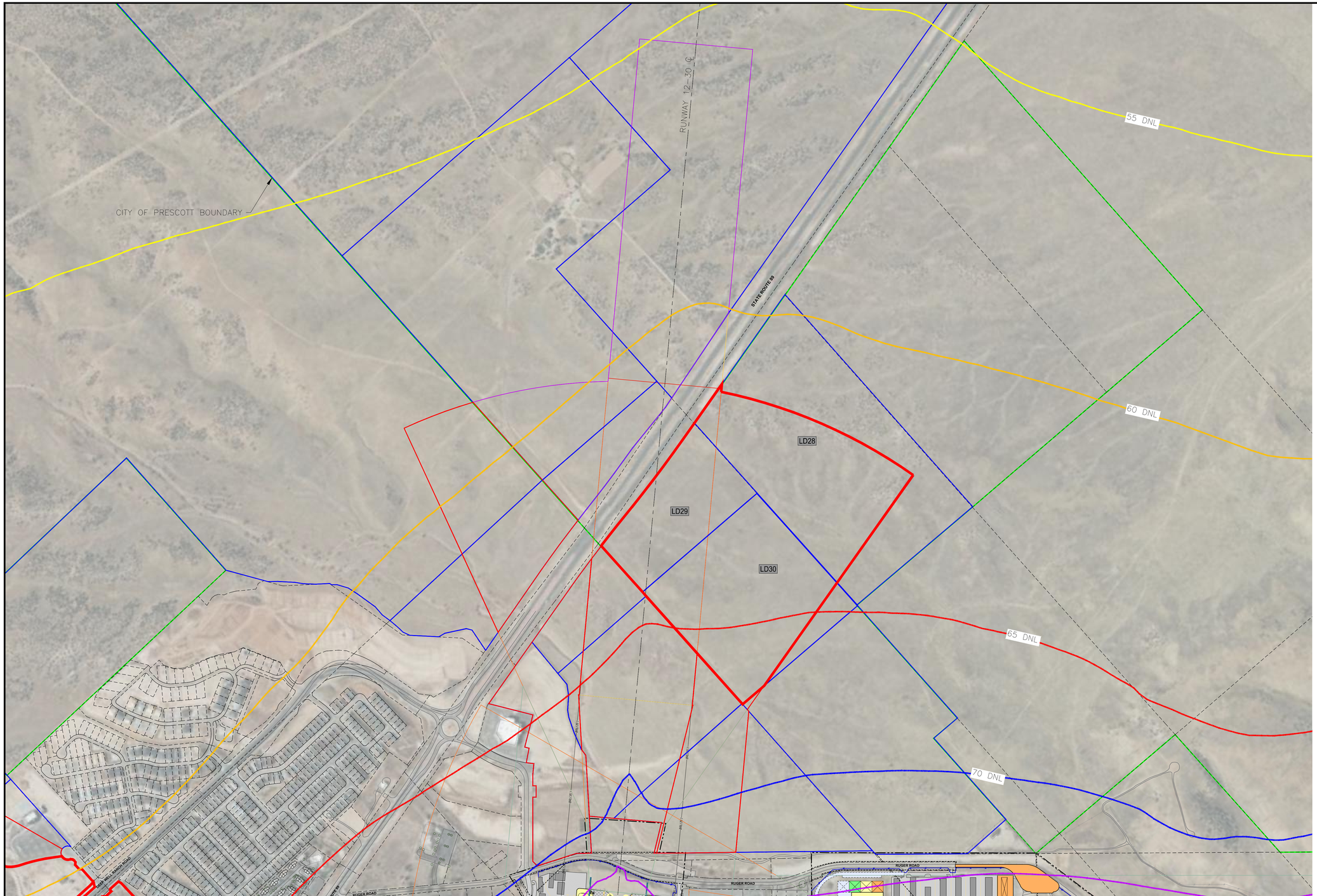
RUNWAY 3R AND 3L APPROACH LAND ACQUISITION PHASE 1

PRESCOTT REGIONAL AIRPORT PRESCOTT, ARIZONA

DIBBLE

FIGURE 1

DRAWN BY:	SCALE: 1" = 300'
CHECKED BY:	DATE: JUNE 2022



PROPOSED LAND ACQUISITION	
FEE TAKING	

AIRPORT IMPACT ZONES	
ZONE 1	
ZONE 2	
ZONE 3	
ZONE 4	
ZONE 5	

PROPOSED FEE TAKING LAND ACQUISITIONS				
REF. NO.	PARCEL ID	CURRENT OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED
LD28	102-01-231B	CDC PRESCOTT LLC	71.15	34.60
LD29	102-01-002D	CDC PRESCOTT LLC	20.73	20.73
LD30	102-01-002A	CDC PRESCOTT LLC	40	37.09

NOTE: THE ACREAGE ON THIS MAP IS FROM THE YAVAPAI COUNTY INTERACTIVE MAP AND IS CONSIDER APPROXIMATE ONLY. PARCEL INFORMATION WAS ALSO OBTAINED FROM THE YAVAPAI COUNTY INTERACTIVE MAP ON OR ABOUT JUNE 20, 2022.

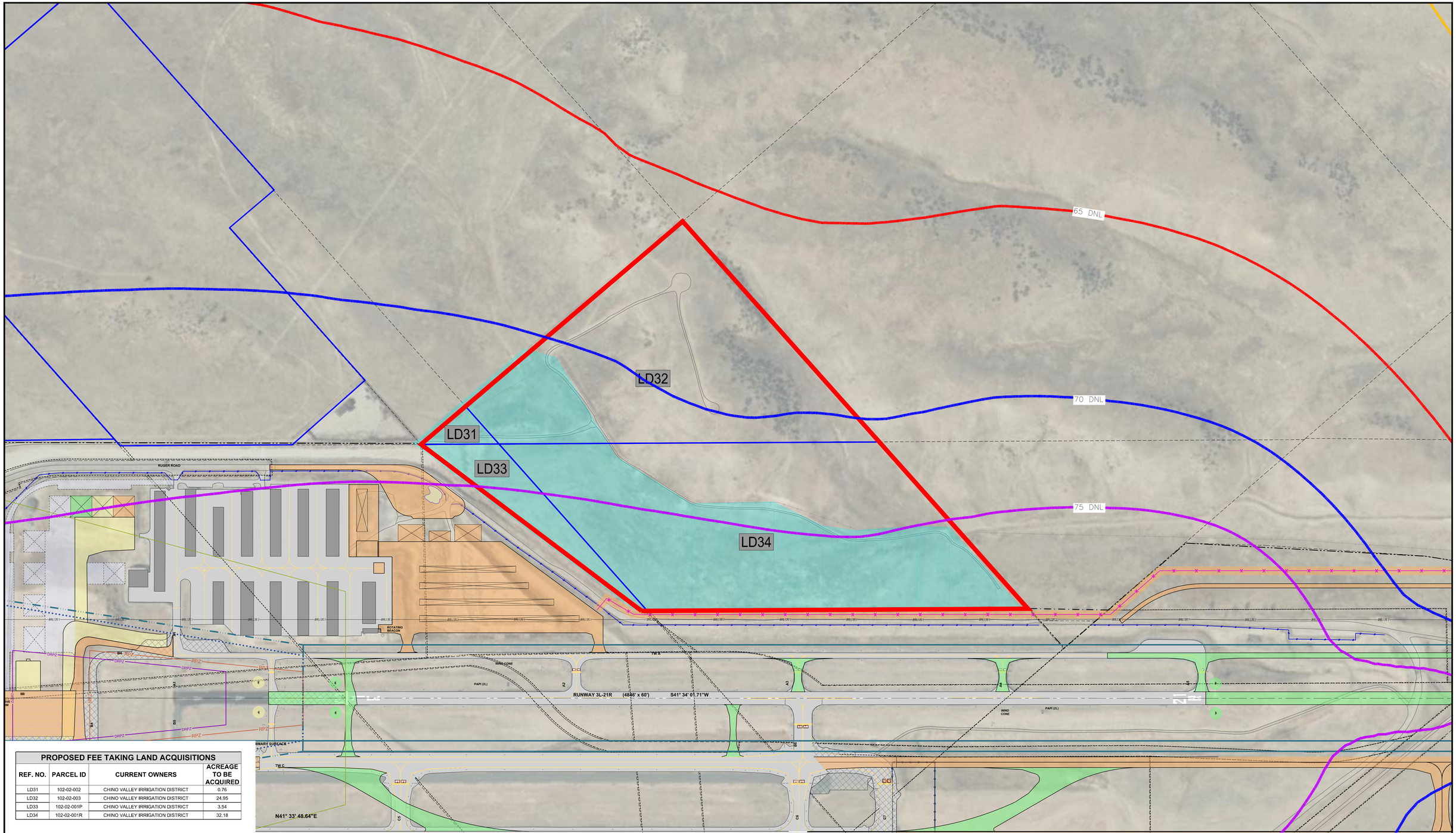
RUNWAY 12 APPROACH
LAND ACQUISITION PHASE 1

PRESCOTT REGIONAL AIRPORT
PRESCOTT, ARIZONA

DIBBLE

FIGURE 2

DRAWN BY:	SCALE: 1" = 400'
CHECKED BY:	DATE: JUNE 2022



PROPOSED FEE TAKING LAND ACQUISITIONS			
REF. NO.	PARCEL ID	CURRENT OWNERS	ACREAGE TO BE ACQUIRED
LD31	102-02-002	CHINO VALLEY IRRIGATION DISTRICT	0.76
LD32	102-02-003	CHINO VALLEY IRRIGATION DISTRICT	24.95
LD33	102-02-001P	CHINO VALLEY IRRIGATION DISTRICT	3.54
LD34	102-02-001R	CHINO VALLEY IRRIGATION DISTRICT	32.18

PROPOSED LAND ACQUISITION	
FEE TAKING	

LEGEND	
DRAINAGE EASEMENT	

NOTE: THE ACREAGE ON THIS MAP IS FROM THE YAVAPAI COUNTY INTERACTIVE MAP AND IS CONSIDER APPROXIMATE ONLY. PARCEL INFORMATION WAS ALSO OBTAINED FROM THE YAVAPAI COUNTY INTERACTIVE MAP ON OR ABOUT JUNE 20, 2022.

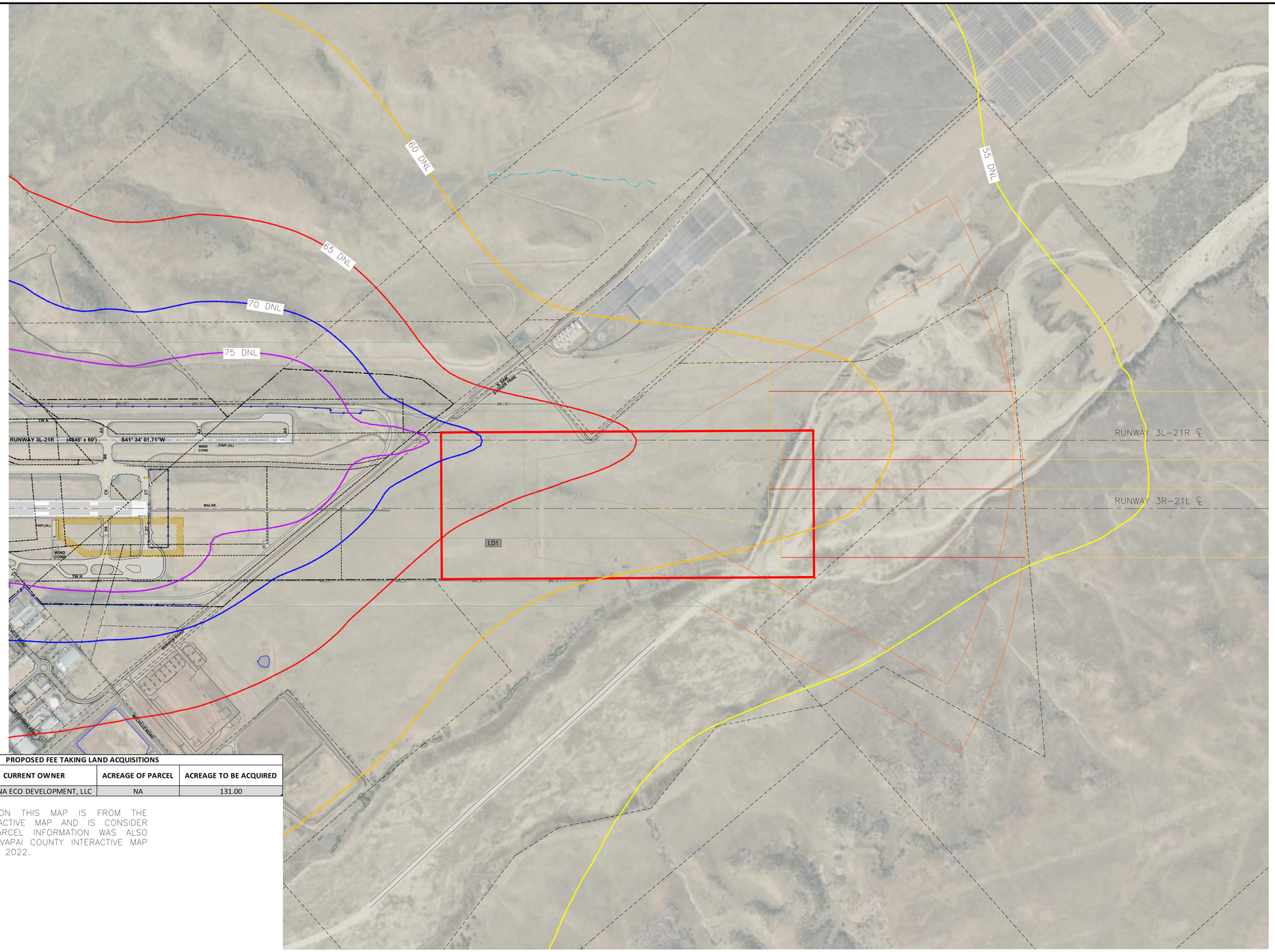
BORROW SITE
LAND ACQUISITION PHASE 1

PRESCOTT REGIONAL AIRPORT
PRESCOTT, ARIZONA

DIBBLE

FIGURE 3

DRAWN BY:	SCALE: 1" = 200'
CHECKED BY:	DATE: JUNE 2022



PROPOSED LAND ACQUISITION	
FEE TAKING	

AIRPORT IMPACT ZONES	
ZONE 1	
ZONE 2	
ZONE 3	
ZONE 4	
ZONE 5	

PROPOSED FEE TAKING LAND ACQUISITIONS

REF. NO.	PARCEL ID	CURRENT OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED
LD1	103-01-021K	ARIZONA ECO DEVELOPMENT, LLC	NA	131.00

NOTE: THE ACREAGE ON THIS MAP IS FROM THE YAVAPAI COUNTY INTERACTIVE MAP AND IS CONSIDER APPROXIMATE ONLY. PARCEL INFORMATION WAS ALSO OBTAINED FROM THE YAVAPAI COUNTY INTERACTIVE MAP ON OR ABOUT JUNE 20, 2022.

RUNWAY 21R AND 21L APPROACH LAND ACQUISITION PHASE 1

PRESCOTT REGIONAL AIRPORT PRESCOTT, ARIZONA

DIBBLE

FIGURE 4

DRAWN BY:		SCALE:	1" = 500'
CHECKED BY:		DATE:	JUNE 2022

Firm: **Dibble**
On-Call Planning & Environmental
Project: **Land Acquisition Support Services**

Prescott Regional Airport
Date: 8/25/2022

Contract Number: 2022-168
Project Number: 1022069.03
Task Number: 7
Amendment Number: 7
FAA AIP Number TBD
ADOT Number TBD

Summary	Dibble	Subs	Total

A. PLANNING PHASE SERVICES

1. Planning Phase Services

1	Dibble……	$43,152.00	-	$43,152.00
2	Dibble Direct Expenses ……	$290.00	-	$290.00
3	Southwest Appraisal Associates Inc……		$108,000.00	
4	Appraisal Technology Inc……		$115,000.00	
5	Dennis Lopez & Associates……		$58,100.00	
6	SWCA Environmental Consultants……	-	$7,000.00	
	TOTAL……	***$43,442.00***	***$288,100.00***	***$331,542.00***

Firm:	Dibble	Contract Number:	2022-168
	On-Call Planning & Environmental	Project Number:	1022069.03
Project:	**Land Acquisition Support Services**	Task Number:	7
		Amendment Number:	7
	Prescott Regional Airport		
Date:	8/25/22		

DIBBLE

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE

	Classification	Labor hours	2022 Billing Rate	Total Costs	
1	Principal Engineer	6	$240.00	$1,440.00	
2	Senior Project Manager	154	$210.00	$32,340.00	
3	Senior Planner	12	$205.00	$2,460.00	
4	Senior Engineer	0	$195.00	$0.00	
5	Project Manager	0	$200.00	$0.00	
6	Project Engineer	0	$170.00	$0.00	
7	Planner	0	$169.00	$0.00	
8	Senior Designer	48	$144.00	$6,912.00	
9	Admin. Assistant	0	$85.00	$0.00	

Total 220 hrs

a. Total Labor..... $43,152.00

ALLOWANCE FOR DIRECT COSTS AND SUBCONSULTANTS

	Item		Cost	
1	Dibble Direct Expenses	$	290.00	Cost
2	Southwest Appraisal Associates Inc.....	$	108,000.00	Lump Sum
3	Appraisal Technology Inc.....	$	115,000.00	Lump Sum
4	Dennis Lopez & Associates.....	$	58,100.00	Lump Sum
5	SWCA Environmental Consultants.....	$	7,000.00	Lump Sum

f. Sub-Total Allowances for Direct Costs..... **$288,390.00**

TOTAL FEE

h. Total Estimated Cost..... $331,542.00

Firm: **Dibble**
On-Call Planning & Environmental
Project: **Land Acquisition Support Services**

Prescott Regional Airport
Date: 8/25/2022

Contract Number: 2022-168
Project Number: 1022069.03
Task Number: 7
Amendment Number: 7

ESTIMATED LABOR HOURS

TASK	Principal Engineer	Senior Project Manager	Senior Planner	Senior Engineer	Project Manager	Project Engineer	Planner	Senior Designer	Admin Assistant	TOTAL HOURS
1.0 Project Management										
1.1 Project Management and Admin	1	18								19
1.2 Meetings with FAA, State and land owners	1	8								9
1.3 Council Briefings and meetings		12								12
1.4 Project Reporting		16								16
1.5 Acquisition Tracking Summary	1	32								33
2.0 Appraisal Coordination										
2.1 Appraisal Coordination		18						16		34
2.2 Acqusition Consultation		12								12
2.3 Appraisal Summary	1	8								9
3.0 Phase 1 - Environmental Site Assessements										
3.1 Phase 1 - ESA Coordination		8								8
4.0 ALP, Exhibit A and Disclosure Map										
4.1 Update ALP, Exhibit A & Disclosure Map	1	6	8					32		47
5.0 Grant Application and Close-out										
5.1 Grant Application and Close-out Report	1	16	4							21
TOTALS	6	154	12	0	0	0	0	48	0	220

Firm:	**Dibble**		Contract Number: 2022-168
	On-Call Planning & Environmental		Project Number: 1022069.03
Project:	**Land Acquisition Support Services**		Task Number: 7
			Amendment Number: 7
	Prescott Regional Airport		
Date:	8/25/2022		

ESTIMATED ALLOWANCE FOR DIRECT COSTS

2. DIRECT EXPENSES

PLANNING PHASE

a.	3 Trips	220 Miles	@	$0.445 /Mile		$294
					PHASE TOTAL	**$290**

SOUTHWEST APPRAISAL ASSOCIATES
P.O. Box 16156
Tucson, Arizona 85732
(520) 327-0000
FAX (520) 327-3974

August 19, 2022

Mr. Charlie McDermott, LEED AP
Aviation Planning Manager
Dibble Engineering Corporation
7878 N. 16th St
Phoenix, AZ 85020

Email: charlie.mcdermott@dibblecorp.com

REF: Proposal for various parcels of land in the vicinity of the Prescott Regional Airport, Prescott, Arizona.

Dear Mr. McDermott,

In accordance with your request, I am submitting a proposal for Southwest Appraisal Associates to perform an appraisal. The appraisal will conform to the *Uniform Standards of Professional Appraisal Practice.* These standards require the appraiser to provide an unbiased appraisal and perform the assignment with impartiality and objectivity. An appraisal will provide the information about the property to be appraised and the data and analyses necessary to develop a supportable opinion of market value.

The requested work requires a large number of valuations. These valuations will be based on the market for each current and prospective land use of each parcel. The valuations will consider the existing access and availability of utilities and the effect that each acquisition has on the larger parcel. The appraiser is responsible for the identification of the larger parcels based on Unity of Use, Title, and Contiguity. These concepts will be explained in the appraisals. Each parcel must be valued based on its highest and best use, (most profitable use), as of the date of value before and after the proposed acquisition.

The appraisals will be provided in a narrative format. The purpose of the appraisal assignment is to establish an opinion of market value for each property in "as is" condition as of a current date.

Market Value is defined as,

> *"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress."*

The Dictionary of Real Estate Appraisal, Sixth Edition, Page 141.

For parcels that are subject to a masterplan or other public planning and zoning, the appraiser must evaluate how much more, if anything, a knowledgeable and prudent buyer would pay for a property's planning and engineering.

Severance damages for each parcel resulting from a partial acquisition of land may result from a change in potential use, a change in shape, increased cost of extending access and utilities, and the cost of amending planning and engineering for documents already in existence as of the date of value. It will be necessary for the appraiser to meet with each of the owners of the parcels to inquire about these subjects. Owner's attorneys and the city attorney may wish to be present at those meetings.

RECOMMENDATION:

The client's legal counsel should ensure that the basis for the valuation does not depend on events that are speculative or remote. If the valuations are considered speculative, the appraisals may be ruled inadmissible in legal proceeds.

The intended user is yourself. The intended use of this report is to provide the client with an estimate of fair market value for decision making purposes.

To complete the report I request, if available the following information, if available:

*Information on the availability of utilities for each of the larger parcels identified later in this proposal.
*Any material facts, if available, concerning the property's availability of utilities.
*Information as requested during the course of the assignment.

The fee for the appraisal will be a total of $108,000. Appraisals will be delivered as they are completed beginning in the second month. The reports are expected to take 6 months in total from receipt of a signed agreement and retainer. The fees include all transportation, food, and lodging costs for the appraiser(s), but not the cost of consultants such as hydrology, soils or the like. No consultant other than Dibble will be hired without the express written consent of Dibble.

Please make all checks payable to Southwest Appraisal Associates. Any unpaid balance of the fee will bear an interest charge of 1.5% per month. The appraisals will be subject to the "General Assumptions and Limiting Conditions" which follow and to any Extraordinary Assumptions and Limiting Conditions necessary to complete the assignment.

The fee does not include any other services such as depositions, preparation, testimony, These services may be provided at an additional fee of $250 per hour. Meetings or conferences with the client or others will be billed at $125 per hour plus travel expenses. Because it is unknown how much time the reviewer may desire of the appraiser, the above fixed fee includes an estimate of 10% of the stated fees for time needed by the appraiser to address any concerns the reviewer may have. Time needed above that amount will be billed in addition to the fixed fee at the rate of $125 per hour.

TABULATION OF PARCELS

Appraisal Number	Interest Appraised	Valuations	Use "Before"	Dibble Larger Parcel ID	Map Color	Assessor's Parcel No.	Size	Zoning County & City	Owner	Proposed Fee Take	Fee Remainder
1	Fee	6	Single Family Residential	LD 19	Blue	102-05-036A	238.01	R1L-70 & SPC	James Deep Well Ranches	103.74	134.27
				Around Elec. Substation		102-05-324N	4.11	SPC; BR	James Deep Well Ranches	0.00	4.11
				LD 20		102-05-324V	25.39	SPC	James Deep Well Ranches	7.09	18.30
2	Fee	2	Open Space	DW4	Yellow	102-05-324X	9.09	SPC	James Deep Well Ranches	9.09	0.00
				LD22		102-05-324T	17.36	SPC	James Deep Well Ranches	12.43	4.93
				DW6 - Partial		102-05-032M	1.59	SPC	James Deep Well Ranches	0.51	1.08
				DW5- Partial		102-05-033A	9.7	SPC	James Deep Well Ranches	Dibble to est. area for acqisition	
3	Fee	2	Open Space	DW 7	Green	102-05-032K	124.2	SPC; BR	James Deep Well Ranches	3.89	120.31
4	Fee	2	Open Space	DW1	Purple	102-05-035A	23.47	SPC	James Deep Well Ranches	18.33	5.14
				DW2		102-05-032L	0.7	SPC	James Deep Well Ranches	0.47	0.23
				DW3		102-05-032J	10.94	SPC	James Deep Well Ranches	7.26	3.68
				DW5- Partial		102-05-033A	9.7	SPC	James Deep Well Ranches	Dibble to est. Acq.	NA
5	Fee	1	Flex - Commercial	CD 3	Red	102-20-001F	14.96	SPC	Chamberlain Development	14.96	0.00
6	Fee	3	Flex - Commercial	CD 1	Green	102-20-001G	12.22	IL;SPC	Chamberlain Development	0.45	11.77
				CD2		102-01-233F	0.87	SPC	Chamberlain Development	0.30	0.57
7	Fee	4	Residential	LD28	Green	102-01-231B	71.15	IL;SPC	CDC Prescott LLC	33.25	37.90
				LD29		102-01-002D	20.73	SPC	CDC Prescott LLC	3.56	17.17
				LD 30		102-01-002A	40.00	SPC	CDC Prescott LLC	30.79	9.21
8	Fee	2	Investment	LD31	Blue	102-02-002	0.76	IL	Chino Valley Irrigation District	0.76	0.00
				LD32		102-02-003	24.95	IL	Chino Valley Irrigation District	24.95	0.00
				LD33		102-02-001P	3.54	IL	Chino Valley Irrigation District	3.54	0.00
				LD34		102-02-001R	32.18	IL	Chino Valley Irrigation District	32.18	0.00
9	Fee	2	Investment	LD1	NA	103-01-021K	N/A	NOS	N/A	131.00	0.00
TOTAL		24									

The appraisal proposal is based on the most recent set of maps created by Dibble Engineering sent to me by Charlie McDermott on August 18, 2022 and referred to as "Revised Maps."

Should the scope of work change, the above fees may also change. The enclosed appraisal proposal is limited to the parcels identified in the "Tabulation of Parcels." Should additional parcels or additional conditions be requested, the proposed fees may change.

If the above proposal correctly states our understanding, please sign below and return a copy of this letter to me with the requested documentation. I will contact you to arrange for an inspection of the properties. I look forward to being of service.

Please refer to the separate attachment for the Excel sheets detailing the individual parcels and fees..

Respectfully submitted,

Southwest Appraisal Associates, Inc.

By

Steven R. Cole, MAI, SRA
Certified General Real
Estate Appraiser #30130

CLIENT ACCEPTED & APPROVED:

By_____
Authorized Representative

Date_____

APPRAISAL FEES

Appraisal Number	Interest Appraised	Valuations	Dibble Larger Parcel ID	Map Color	Assessor's Parcel No.	Estimated Fee	DESCRIPTION OF WORK
0	**INITIAL RESEARCH**	**NA**	**NA**	**ALL**	**ALL**	**Included in prices below**	Regional analysis, market analysis for single family residential, apartments, industrial, & retail. Inspect all properties to be valued, parts to be acquired, remainder parcels, possible severance damages. Communicate with Dibble on areas needed.
0	**SECONDARY RESEARCH**	**NA**	**NA**	**ALL**	**ALL**	**Included in prices below**	Gather all land sales of above uses in Prescott. Parcels of 5 acres or more, last 3 years. Compile documentation, inspect, confirm.
1	Fee	6	LD 19	Blue	102-05-036A	**$24,000**	6 valuations including larger parcel, part to be acquired, remainders, for fee acquisition. Dibble to estimate size of remainder. Severance damages likely.
			Not Identified		102-05-324N		
			LD 20		102-05-324V		
2	Fee	2	DW4	Yellow	102-05-324X	**$11,000**	2 valuations. Dibble must estimate size of DW5 adjacent to larger parcel and estimate size of remainder. Severance likely.
			LD22		102-05-324T		
			DW6		102-05-032M		
			DW5- Partial		102-05-033A		
3	Fee	2	DW 7	Green	102-05-032K	**$9,000**	Fee acquisition and remainer. Possible severance.
4	Fee	2	DW1	Purple	102-05-035A	**$9,000**	Total Acquisition. Dibble needs to estimate area of DW 5 adjacent to the larger parcel.
			DW2		102-05-032L		
			DW3		102-05-032J		
			DW5- Partial		102-05-033A		
5	Fee	1	CD 3	Red	102-20-001F	**$7,000**	Total acquisition.
6	Fee	3	CD 1	Green	102-20-001G	**$9,000**	Fee acquisition. Possible severance.
			CD2		102-01-233F		
7	Fee	4	LD 28	Green	102-01-231B	**$17,000**	Number of valuations could decline.
			LD29		102-01-002D		Fee acquisition. Possible significant severance.
			LD 30		102-01-002A		65Db Sound contour an issue
8	Fee	2	LD31	Blue	102-02-002	**$13,000**	Sales of flood way & non floodway needed.
			LD32		102-02-003		Larger parcel includes flood prone area and high ground.
			LD33		102-02-001P		65 Db sound contour an issue.
			LD34		102-02-001R		Dibble to estimate floodway area.
9	Fee	2	LD1	BLUE	103-01-021K	**$9,000**	Dibble to provide acreage of larger parcel and the acquisition
							65 Db sound contour an issue.
TOTAL FEE		24	Valuations			**$108,000**	**or $4,500 per valuation.**

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The certification of the Appraiser appearing in the report is subject to the following conditions, and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

This report is being prepared for my client. This report or any portion thereof is for the exclusive use of the client and is not intended to be used, sold, transferred, given or relied on by any other person than the client without the prior, expressed written permission of the author, as set forth within the Limiting Conditions contained in this report.

The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. No Owner's Title Policy has been furnished to the Appraiser. The property is appraised as though under responsible ownership, competent management and adequate marketing typical for that type of property.

The Appraiser has made no survey of the property. Any sketch or map in the report may show approximate dimensions and is included for illustrative purposes only. It is the responsibility of a certified engineer, architect or registered surveyor to show by a site plan the exact location of the subject property or any improvements or any proposed improvements thereon, or the exact measurements or calculations of estimated area of the site. In the absence of such a survey, the Appraiser may have utilized Tax Assessor's maps or other maps provided by the client which may not represent the exact measurements of the subject property or other comparable information utilized to estimate the value of the subject property. Any variation in dimensions or calculations based thereon may alter the estimates of value contained within the report.

In estimating the opinion of value of the subject property and in analyzing comparable information, the Appraiser has relied upon information from public and private planning agencies as to the potential use of land or improved properties. This information may include, but is not limited to, Area Plans, Neighborhood Plans, Zoning Plans and Ordinances, Transportation Plans and the like. In the opinion of market value, the Appraiser may consider the extent to which a knowledgeable and informed purchaser or seller, as of the date of the appraisal, would reflect the reasonable probability of changes in such land uses becoming actualized in the future. To the extent that these plans may change, the value opinions of this report may also change.

In the absence of a professional Engineer's Feasibility Study, information regarding the existence of utilities is made only from a visual inspection of the site. The Appraiser assumes no responsibility for the actual availability of utilities, their capacity or any other problem which may result from a condition involving utilities. The respective companies, governmental agencies or entities should be contacted directly by concerned persons.

The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless prior arrangements have been made and confirmed in writing.

Any allocation of the valuation in the appraisal report between land and improvements applies only under the existing program of utilization. The separate valuation for land and improvements must not be used in conjunction with any appraisal and are invalid if so used.

The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, potential flooding hazards, hydrology or structures which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such factors. To the extent that published data from public agencies is available on the above, the Appraiser has made an effort to consult this information.

Unless otherwise stated within this report, the existence of hazardous materials, which may or may not be present within or on the property, will not be considered by the appraiser. The Appraiser assumes, and the client warrants, that no such materials adversely affect the utility, usability or developability of the property to the best of their knowledge. The Appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, radon gas or other potentially hazardous materials may affect the opinion of value of the property. The value opinion has been predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility will be assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. If at a later time hazardous materials or substances are discovered, the Appraiser reserves the right, for an additional agreed upon fee, to re-analyze and re-value said property, taking into account the discovery of such factor or factors and their effects on the value of the subject property.

The presence of barriers to the disabled, which may or may not be present within or on the subject property, will not be considered by me. The Appraiser assumes, and the client warrants, that no such barriers adversely affect the utility, usability, or developability of the property to the best of their knowledge. The Appraiser is not qualified to analyze such barriers. The value opinion has been predicated on the assumption that there are no such barriers on or in the property that would cause a loss in value. No responsibility will be assumed for any such conditions, or for any expertise or architectural knowledge required to identify and analyze them. The client is urged to retain an expert in this field, if desired. If at a later time the presence of such barriers are surveyed by an expert, the appraiser reserves the right, for a additional agreed upon fee, to reanalyze and revalue said property, taking into account the discovery of such factors and their effects on the value of the subject property.

Information, estimates and opinions furnished to the Appraiser and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the Appraiser can be attributed to the Appraiser.

Disclosures of the contents of the report by the Appraiser are governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.

On all reports which are undertaken subject to satisfactory completion of, alterations of or repairs to improvements, the report and value conclusions contained in it are contingent upon completion of the improvements or of the repairs thereto or alterations thereof in a workmanlike manner and consistent with the specifications presented to the Appraiser.

Prospective value opinions are intended to reflect the current expectations and perceptions of market participants along with available factual data. They should be judged on the market support for the forecasts when made, not whether specific items in the forecasts are realized. The appraiser cannot be held responsible for unforeseeable events that alter market conditions after the effective date of the report.

The appraiser has not made a specific survey of the subject property to determine whether or not it has any plant or wildlife which is identified as an endangered or threatened species by the U.S. Fish and Wildlife Service. While not observed and while no information was provided to confirm or deny the existence of any endangered or threatened species on the subject property (unless expressly stated herein), it is emphasized that the appraiser is not qualified to detect or analyze such plants and wildlife. Any such conclusions must be based upon the professional expertise of persons qualified to make such judgments. Thus, any person or other entity with an interest in the subject property is urged to retain an expert if so desired. It is possible that a survey of the property could reveal that the site contains endangered or threatened plants or wildlife. If so, this fact could have a negative effect on the value of the property. Since the appraiser has no direct evidence relating to this issue, possible endangered or threatened species were not considered in valuing the property.

The use of this report or its analysis and conclusions by the client or any other party constitutes acceptance of all the above limiting conditions.

QUALIFICATIONS OF STEVEN R. COLE, MAI, SRA, AI-GRS

FORMAL EDUCATION:

Bachelor of Arts Degree with high honors, University of California, Santa Barbara, 1971

Master's Degree in Business Administration, University of California, Los Angeles, 1973. Concentration: Urban Land Economics

PROFESSIONAL EDUCATION:

Successful Completion of Examinations for the following courses given by the Appraisal Institute:

"Real Estate Appraisal Principles" and "Basic Valuation Procedures"
"Capitalization Theory & Techniques", Parts 1, 2, and 3
"Case Studies in Real Estate Valuation"
"Introduction to Real Estate Investments Analysis"
"Litigation Valuation"
"Standards of Professional Practice", Part A, B & C
"Market Analysis"
"Review Theory - General"

Attendance at Numerous Educational Seminars:

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute (MAI), Certification Number 6080. The institute conducts a voluntary program of continuing education for its designated members. MAI's and RM's who meet the minimum standards of this program are awarded periodic educational certification. As of the date of this report, Steven R. Cole, MAI, SRA, AI-GRS, has completed the continuing education program for Designated members of the Appraisal Institute through December 31, 2022.

Senior Residential Appraiser (SRA), of the Appraisal Institute. This designation signifies expertise in the valuation of residential properties of 1 to 4 units.

General Review Specialist (AI-GRS), of the Appraisal Institute. This designation signifies expertise in the review of appraisals of non- residential real estate properties.

EXPERIENCE:

Includes valuation of most types of urban real property: single and multi-family residential, commercial, industrial, and vacant land. Experience also includes special purpose properties, feasibility studies, leased fee and leasehold interest, counseling, and appraisal for condemnation since 1975.

ADDITIONAL EDUCATIONAL AND PROFESSIONAL ACTIVITY:

Publication of articles in Professional Journals:

"A New Methodology for Estimating Highest and Best Use", *Real Estate Appraiser and Analyst*, Summer, 1987

"Estimating the Value of Proposed Developments by Discounting Cash Flow", *Real Estate Review*, Summer, 1988.

Formerly a Certified Instructor with the Appraisal Institute for "Highest and Best Use Applications", "Feasibility Analysis and Highest and Best Use- Nonresidential Properties", and "Principals and Procedures of Real Estate Appraisal".

Associate Faculty, Pima Community College for "Real Estate Appraisal Principals" and "Basic Valuation Procedures", 2000-2006.

Instructor for Tucson Board of Realtors, American Bar Association, Brodsky School of Real Estate, and Hogan School of Real Estate. Appraisal Principles, Appraisal Procedures, Market Analysis., Using the Internet for Due Diligence.

President of Southern Arizona Chapter #116, Appraisal Institute, 1983-84.

President for the Arizona State Chapter #41, Appraisal Institute, 1990.

Chairman, Pima County Real Estate Council, 2003-2004, Director 1989-2007.

Chairman, Tucson Airport Authority Chairman, 2015.
Board of Directors, 2011-2016. Member, Tucson Airport Authority, 2007-2016.

APPROVED APPRAISER:

With most major commercial banks and mortgage companies in Arizona.

STATE CERTIFICATION:

Arizona Certified General Real Estate Appraiser Number 30130. Currently certified through August 31, 2024.

QUALIFICATIONS OF STEVEN R. COLE, MAI, SRA, AI-GRS

FORMAL EDUCATION:

Bachelor of Arts Degree with high honors, University of California, Santa Barbara, 1971

Master's Degree in Business Administration, University of California, Los Angeles, 1973. Concentration: Urban Land Economics

PROFESSIONAL EDUCATION:

Successful Completion of Examinations for the following courses given by the Appraisal Institute:

"Real Estate Appraisal Principles" and "Basic Valuation Procedures"
"Capitalization Theory & Techniques", Parts 1, 2, and 3
"Case Studies in Real Estate Valuation"
"Introduction to Real Estate Investments Analysis"
"Litigation Valuation"
"Standards of Professional Practice", Part A, B & C
"Market Analysis"
"Review Theory - General"

Attendance at Numerous Educational Seminars:

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute (MAI), Certification Number 6080. The institute conducts a voluntary program of continuing education for its designated members. MAI's and RM's who meet the minimum standards of this program are awarded periodic educational certification. As of the date of this report, Steven R. Cole, MAI, SRA, AI-GRS, has completed the continuing education program for Designated members of the Appraisal Institute through December 31, 2022.

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EXPERIENCE:

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ADDITIONAL EDUCATIONAL AND PROFESSIONAL ACTIVITY:

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"Estimating the Value of Proposed Developments by Discounting Cash Flow", *Real Estate Review*, Summer, 1988.

Formerly a Certified Instructor with the Appraisal Institute for "Highest and Best Use Applications", "Feasibility Analysis and Highest and Best Use- Nonresidential Properties", and "Principals and Procedures of Real Estate Appraisal".

Associate Faculty, Pima Community College for "Real Estate Appraisal Principals" and "Basic Valuation Procedures", 2000-2006.

Instructor for Tucson Board of Realtors, American Bar Association, Brodsky School of Real Estate, and Hogan School of Real Estate. Appraisal Principles, Appraisal Procedures, Market Analysis., Using the Internet for Due Diligence.

President of Southern Arizona Chapter #116, Appraisal Institute, 1983-84.

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Chairman, Tucson Airport Authority Chairman, 2015.
Board of Directors, 2011-2016. Member, Tucson Airport Authority, 2007-2016.

APPROVED APPRAISER:

With most major commercial banks and mortgage companies in Arizona.

STATE CERTIFICATION:

Arizona Certified General Real Estate Appraiser Number 30130. Currently certified through August 31, 2024.

July 11, 2022

Mr. Charlie McDermott LEED AP
Dibble
7878 North 16th Street
Suite 300
Phoenix, AZ 85020

Re: Prescott Airport Expansion

Dear Mr. McDermott
Aviation Planning Manager

As you have requested, we have made the following proposal for the appraisal report of the property shown on the proceeding page. The appraisal reports will be submitted in a summary appraisal report format. We will provide the "As Is" market value estimating the impact of each partial acquisition and its impact on the remainder. The intended user will be The City of Prescott and the Prescott Regional Airport.

Our anticipated delivery date is based upon authorization and all other documents and data that will be supplied by you which may be required to complete the assignment. The fee quote is valid for 30 days. Delivery date and fees are based upon the following assumptions:

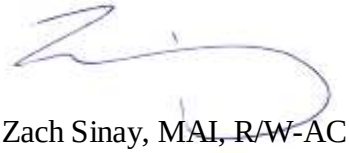
The subject of the report is as follows

Report Format:	Summary Appraisal Report for a Real Property Appraisal (Standards Rule 2-2 (A)).
Intended Use of the Report:	The intended use of the appraisal report is to utilize the value estimate to assist in decisions regarding the partial acquisition of the property for eminent domain purposes.
Delivery Date:	Anticipated delivery time would be approximately five to six months to reach completion.
Fee:	$115,000

Appraisal Number	Interest Appraised	Valuations	Use "Before"	Larger Parcel	Parcel	Fee
1	Fee	5 + DWR Damage + DNL Damage/Analysis	Single Family Residential	LD 19 - LD 19O	102-05-036A	$ 30,000
				LD 20	102-05-324V	
2	Fee	2 + DNL Damage/Analysis	Residential support, civic	DW4	102-05-324X	$ 11,000
				LD22	102-05-324T	
				DW6	102-05-032M	
				DW5- Partial	102-05-033A	
3	Fee	2 + DNL Damage/Analysis	Future Commercial	DW 7 / DW 6	102-05-032K	$ 11,500
4	Fee & Optional Fee	4 + 2 levels of DNL Damage/Analysis	Residential support, civic	DW1	102-05-035A	$ 16,000
				DW2	102-05-032L	
				DW3	102-05-032J	
				DW5- Partial	102-05-033A	
5	Fee	1	Flex	CD 3	102-20-001F	$ 5,000
6	Fee	1	Flex	CD 1	102-20-001G	$ 5,000
				CD2	102-01-233F	
10	Fee	4 + DNL Damage/Analysis	Investment			
				LD29	102-01-002D	$ 10,000
				LD 30	102-01-002A	
11	Fee	4 + DNL Damage/Analysis	Investment / Residential	LD28	102-01-231B	$ 10,000
14	Fee	1 - Flood/Topography/access issues	Investment	LD31	102-02-002	$ 7,000
				LD32	102-02-003	
				LD33	102-02-001P	
				LD34	102-02-001R	
15	Fee	3 - Severs parcel into 3	Investment- Runway Extension	LD1	103-01-021G	$ 9,500
TOTAL						**$ 115,000**

If these terms are acceptable, please sign and return a copy of this letter as authorization to proceed. I look forward to being of service to you in connection with this assignment. If you have any questions or desire any additional information, please contact Zach Sinay at zsinay@atiaz.com or (480) 285-3868.

Respectfully submitted,



Zach Sinay, MAI, R/W-AC
Certified General Real Estate Appraiser No. 31199

Accepted and Approved this _____ day of _____, 20____.

_____
NAME - OWNER / AGENT / CORPORATE OFFICER

DENNIS L. LOPEZ & ASSOCIATES, LLC
REAL ESTATE APPRAISERS AND CONSULTANTS

August 24, 2022

Mr. Charlie McDermott, LEED AP
Aviation Planning Manager
Dibble
7878 North 16th Street. Suite 300
Phoenix, Arizona 85020

Re: Assignment: Real Property Appraisal Review Assignment
Project: Prescott Airport Land and Land Rights Acquisition, Prescott, Arizona

Dear Mr. McDermott:

This contract serves to confirm your order to have *Dennis L. Lopez & Associates, LLC,* provide appraisal reviews of as many as fifty-three appraisals of partial acquisitions of land, improvements and development rights as well as a number of complete acquisitions affecting 15 larger parcels. The appraisals will be completed for the above-referenced project by appraisers, Mr. Steven R. Cole, MAI, SRA, and Mr. Zach Sinay, MAI, R/W-AC. Our appraisal reviews will analyze the content and conclusions of the appraisals; document our conclusions with respect to the relevancy, adequacy and analysis of the data used; form an opinion as to the appropriateness of the appraisal methods and reporting techniques used; discuss the reasons for any disagreement; form opinions as to the reliability of the opinions of market value; and form an opinion as the most reliable opinions of market value. We will work with the appraisers to make corrections and changes where necessary.

The intended user of the reviews will be you (the client) and others involved in the acquisition of land rights. The intended use of the reviews will be for the acquisition of land rights with the use of eminent domain.

The review reports prepared pursuant to this contract will adhere to the Uniform Standards of Professional Appraisal Practice 2022-2023, Federal Aviation Administration (FAA), and the Uniform Relocation Assistance & Real Property Acquisition Policies Act ("Uniform Act") (49 CFR Part 24) and amendments, and the Arizona Department of Transportation Infrastructure Delivery and Operations Division's Right-of-way procedures Manual, Federal Highway Administration (FHWA)-certified, July 16, 2018. Please note that the ADOT manual is a complete set of appraisal requirements that was certified by FHWA for Uniform Act compliance. The ADOT appraisal requirements have long represented the most complete compilation and documentation of requirements for compliance.

the appraisal standards and requirements of the State Board of Appraisal and the professional organizations to which Mr. Lopez belongs, the Appraisal Institute. Attached to this letter you will find our Underlying Assumptions and Contingent Conditions and Certification.

In consideration for the completion of the assignment and delivery of PDF copies of the review reports as provided herein, the fee will be **$58,100** (166 hours x $350/hour). Reviews can be delivered within two weeks after appraisal reports are provided. We expect payment monthly for work completed and appraisal review reports delivered to you.

Dennis L. Lopez & Associates, LLC, will provide the assignment specified above. Dennis L. Lopez, MAI, SRA, shall not be required to give testimony or to participate in or attend any public or private meeting or hearing, in court or otherwise, with reference to the appraisal assignment without further compensation at a rate of **$350** per hour.

It is understood that:

- The appraisal reviews and reports will be used by you in their entirety and no portion(s) shall be used out of context.
- The appraisal reviews and reports will be subject to the attached Underlying Assumptions and Contingent Conditions and Certification.

In order to begin this assignment, we will need the following items:

1. Signed contract
2. Appraisal reports as delivered

We look forward to undertaking this assignment for you. If there are any questions, or any portion of this agreement does not conform to our understanding, please contact us at 480-838-7332.

Respectfully submitted,

Dennis L. Lopez & Associates, LLC

Dennis L. Lopez, MAI, SRA
Certified General Real Estate Appraiser - State of Arizona
Certificate No. 30189

ACKNOWLEDGMENT:

I hereby authorize *Dennis L. Lopez & Associates, LLC,* to prepare the above described assignment and I agree to all of the terms and conditions contained herein.

_____ _____
Name and Title Date

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

1. This report is the confidential and private property of the client and the appraiser. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, news, sales, or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to the Appraisal Institute or the MAI and SRA designations. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.

2. Neither this report, nor any of its contents, may be used for the sale of shares or similar units of ownership in the nature of securities, without specific prior approval of the appraiser. No part of this appraisal may be reproduced in any promotional materials without the permission of the appraiser.

3. The information furnished by the property owner, agent, management or the client is assumed to be correct as received.

4. The appraiser is not responsible for the accuracy of the opinions furnished by others and contained in this report, nor is he responsible for the reliability of government data utilized in the report.

5. The title to the property is assumed to be marketable and free and clear of all liens.

6. The property is appraised as if owned in fee simple title without encumbrances, unless otherwise mentioned in this report.

7. The fee simple estate in the property contains the sum of all fractional interests which may exist.

8. The legal description obtained by the appraiser was assumed correct and descriptive of the subject property. No responsibility is assumed for the legal description provided or for matters including legal or title considerations. A survey and title report should be obtained to verify its accuracy.

9. No site survey was provided to the appraiser unless otherwise noted. It is assumed that the sources for dimensions and size relied upon are correct.

10. The utilization of the land by the improvements is assumed to be within the boundaries or property lines described and that no encroachments exist unless otherwise noted in the report.

11. No hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable were assumed to exist. No responsibility is assumed for such conditions or arranging engineering studies that may be required for their discovery.

12. Subsurface rights (mineral, oil, etc.) and their potential impact upon value were not considered in this appraisal, unless stated otherwise.

13. This appraisal assumes the subject property, as vacant or as improved, has no historical or archeological significance. The value estimate is predicated on the assumption that no such condition exists. Should the client have a concern over the subject's status, he or she is urged to retain the services of a qualified independent specialist to determine the extent of either significance, if any, and the cost to study the condition or the benefit or detriment such a condition brings to the property. The cost of inspection and study must be borne by the client or owner of the property. Should the development of the property be restricted or enhanced in any way, the appraiser reserves the right to modify the opinion of value indicated by the market.

14. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined and considered in the appraisal report.

15. This appraisal assumes the subject property complies with the requirements under the *ADA, Americans With Disabilities Act*. The appraisers are not qualified to detect each and every item of compliance or lack thereof. The value estimate is predicated on the assumption that there is no lack of compliance that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

    Should the client have a concern over the subject's state of compliance, he or she is urged to retain the services of a qualified independent ADA specialist to determine the extent of compliance and the cost to bring the property into compliance if needed. The cost of inspection, study and compliance must be borne by the client or owner of the property. The cost could be deducted from the estimate of market value of the subject property if indicated by the market.

16. The subject property is assumed not to be in violation of any government regulations or laws pertaining to the environment.

17. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances as asbestos, PCB transformers, urea-formaldehyde foam insulation, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (containing hazardous materials). Mold may be present in areas the appraiser cannot see. The value estimate is predicated on the assumption that there is no such material or growth on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

    Should the client have a concern over the existence of such substances, he or she is urged to retain the services of a qualified independent environmental specialist to determine the extent of the contamination, if any, and the cost of treatment or removal. The cost of detection, treatment or removal and permanent storage must be borne by the client or owner of the property. This cost can be deducted from the estimate of market value of the subject property if requested by the client.

18. Responsible ownership and competent management is assumed to exist for the subject property.

19. The values assigned to the improvements, if shown in this report, are in proportion to the contribution they make to the value of the property as a whole. The separate estimates of value for the land and building must not be used in conjunction with any other appraisal and are invalid if so used, or if used separately.

20. All furnishings and equipment (or other personal property), except those specifically indicated and/or typically considered as a part of real property (under common accepted definitions) have been disregarded in this valuation. Only the real estate, as permanently affixed to the subject site, has been valued herein.

21. This report is not considered a legal document and the appraiser assumes no responsibility for matters of a legal nature except for his obligations under the contract to provide the appraisal and report.

22. The appraiser is not required to testify regarding this report in deposition or in court unless arrangements were previously made.

23. The appraiser cannot predict or evaluate the possible effects of future wage or price control actions of the government upon rental income or financing of the subject property; hence, it is assumed that no controls will apply which would nullify contractual agreements, thereby changing property values.

24. The appraiser did not base a conclusion or opinion of value on the following:

    a. Racial, ethnic, or religious homogeneity of the inhabitants of an area or of a property

    b. Racial, religious, and ethnic factors as predictors of value trends or price variance

    c. Neighborhood trends analyzed upon stereotyped or biased presumptions relating to race, color, religion, sex, or national origin, or upon unsupported presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

CERTIFICATION OF THE REVIEWER

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.

4. I have not performed a service as a real estate appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.

6. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.

7. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

8. My analyses, opinions, and conclusions were developed, and this report have been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

9. I have not made a personal inspection of the subject of the work under review.

10. No one provided significant appraisal review assistance to the person signing this certification by confirming rent comparables, correcting the grids and reconciling the estimated market rents.

11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

12. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

QUALIFICATIONS OF DENNIS L. LOPEZ, MAI, SRA

Education

Bachelor of Science Degree, Business Administration, Arizona State University, Magna Cum Laude, December, 1978
Real Estate Principles, Arizona State University, 1977
Real Estate Law, Arizona State University, 1977
Real Estate Management, Arizona State University, 1978
SREA 101 (Real Estate Appraisal), Arizona State University, 1978
SREA 201 (Real Estate Appraisal), Arizona State University, 1978
Real Estate Land Development, Arizona State University, 1978
Real Estate Investments, Arizona State University, 1978
Urban Planning, Arizona State University, 1978
AIREA Course VIII, "Single Family Residential Appraising," Arizona State University, 1978
SREA "Marketability and Market Analysis", 1979
SREA Seminar "Basic Money Market & Economic Analysis", 1980
SREA "Market Abstractions Seminar", 1981
AIREA "Standards of Professional Practice", 1981
AIREA "Condemnation & Litigation Valuation", 1982
IRWA "Skills of Expert Testimony", 1983
SREA FHLBB Reg. R41(b) Seminar, 1985
AIREA "Valuation Analysis and Report Writing" (Exam 2-2), March, 1986
AIREA "Case Studies in Real Estate Valuation" (Exam 2-1), March, 1986
AIREA "Highest and Best Use Analysis", April, 1986
"Eminent Domain Valuation-Procedures and Case Studies," Robert Helmandollar, Deputy Chief Right-of-way Agent, Arizona Department of Transportation, November, 1986
"Arizona Condemnation and Zoning", Professional Education Systems, June, 1988
SREA "Environmental Waste As It Applies To Real Estate", December, 1988
SREA "Standards of Professional Practice and Conduct", December, 1988
AIREA "Rates, Ratios and Reasonableness", August, 1989
AIREA "Uniform Standards of Professional Practice", February, 1990
SREA "Income Property Valuation for the 1990's", July, 1990
AI "Reviewing Appraisals", June, 1992
IRWA "Easement Valuation" (Course 403), March, 1993
ADOT "Impact of Highway Construction on Real Estate", April, 1993
AI "Uniform Standards of Professional Appraisal Practice, Part A & B", February, 1994
AI "Advanced Income Capitalization, Course II510, ASU, February, 1995
AI "Fair Lending", October, 1995
AI "Subdivision Analysis", March, 1996
AI "New Industrial Valuation", May, 1998
Ted Whitmer, “Attacking & Defending an Appraisal in Litigation”, January, 2000
AI, “710 Condemnation Appraising – Basic Principles and Applications”, May, 2000
AI, “720 Condemnation Appraising – Advanced Topics and Applications”, May, 2000
AI "Uniform Standards of Professional Appraisal Practice, Part C", October, 2000
AI “Litigation Appraisal: Specialized Topics and Applications, Course 705, March, 2002
IRWA “Reviewing Appraisals in Eminent Domain”, May, 2005
AI "Subdivision Analysis", October, 2007
AI “Uniform Appraisal Standards for Federal Land Acquisitions (“Yellow Book”)”, December, 2009
AI “Fundamentals of Separating Real Property, Personal Property, Intangible Business Assets”, May, 2012
AI “Business Practices and Ethics”, November, 2020
AI “2022-2023 Uniform Standards of Professional Appraisal Practice (USPAP) Update”, January, 2022

Designations, Memberships, Licenses and Certifications

MAI - Member, Appraisal Institute, May, 1988, Certificate No. 7798
SRA - Senior Residential Appraiser, Appraisal Institute, August, 1980
Certified General Real Estate Appraiser, State of Arizona, Certificate No. 30189
Licensed Real Estate Salesperson - State of Arizona

Professional & Civic Activities

Appraisal Institute, Admissions Committee, Experience Review, 1989-1997
Appraisal Institute, Review and Counseling Committee, 1991-2005
Society of Real Estate Appraisers, Phoenix Chapter #68, Chairman, Professional Practice Committee, 1989-1990
Society of Real Estate Appraisers, Phoenix Chapter #68, Chapter President and Supervisory Officer of the Professional Practice Committee, 1987-88
College of Business Administration, Arizona State University, Guest Lecturer, Finance and Real Estate Departments, College of Business
Mesa Community College, Scottsdale Community College, Desert Vista High School, Guest Lecturer, Real Estate Appraisal
CLE International, Guest Lecturer, Eminent Domain Conference, April, 2005
"Condemnation Summit", Eminent Domain and Condemnation Law Conference, Guest Lecturer, April, 2012

Awards

Awarded the "Employer of the Year, 2004", by the Phoenix Chapter 28, International Right-of-way Association, September, 2004
Awarded the "Minority Consultant Firm of the Year", by the City of Phoenix Minority Business Enterprise Affirmative Action Program, October, 1989
Awarded the "Phoenix Board of Realtors Outstanding Real Estate Student of the Year," by the Phoenix Board of Realtors in conjunction with the College of Business Administration, Arizona State University, 1978

Experience

Independent fee appraiser and consultant since June, 1978, with varied experience in appraising and analyzing single-family residences, vacant land, multi-family residential properties, commercial, retail, industrial and special use properties; specialization in eminent domain valuation and expert witness testimony
Qualified as an expert witness in matters of real estate appraisal in Maricopa County, Pima County, Pinal County, Coconino County, Yavapai County, Yuma County, Santa Cruz, and Mohave County Superior Courts, and U.S. Bankruptcy Court
Currently self-employed with *Dennis L. Lopez & Associates, LLC*, Real Estate Appraisers and Consultants, 8631 South Priest Drive, Suite 103, Tempe, Arizona 85284-1912, 480-838-7332, dennis@lopezappraisal.com, www.lopezappraisal.com
Vice President, Commercial Team Leader and Residential Manager with Sell, Huish & Associates, Inc., Real Estate Appraisers and Consultants, Tempe, Arizona, January, 1980 to July, 1988
Independent fee appraiser with Diversified Property Services Limited, Phoenix, Arizona, June, 1978, to June, 1980
Licensed Real Estate Salesperson – State of Arizona, 1981 to present

Geographical Area

State of Arizona

SWCA®
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.

Phoenix Office
3033 North Central Avenue, Suite 145
Phoenix, AZ 85012
Tel 602.274.3831 Fax 602.274.3958
www.swca.com

July 7, 2022

Charlie McDermott
Senior Airport Project Manager
Dibble Engineering
7878 North 16th Street, Suite 300
Phoenix, Arizona 85020-4669

Re: Prescott Regional Airport Parcel Acquisitions Project at the Prescott Regional Airport in Prescott, Yavapai County, Arizona

Dear Charlie:

SWCA Environmental Consultants (SWCA) is pleased to provide you with a proposal to complete a Phase I Environmental Site Assessment for the proposed Prescott Regional Airport Parcel Acquisitions Project in Prescott, Yavapai County, Arizona.

We offer our services for a **fixed-fee** total of **$7,000.** SWCA can begin work immediately upon successful execution of a contract and receipt of notice to proceed from Dibble Engineering. We understand that this work will fall under the current on-call contract with Prescott Regional Airport, with Dibble Engineering as the prime consultant and SWCA as a subconsultant.

Please feel free to contact me at (520) 348-3384 or via email at egladding@swca.com. Thank you again for the continued opportunity to work with Dibble Engineering.

Sincerely,

Eleanor R. Gladding

Eleanor R. Gladding
Senior Biologist/Project Manager

SCOPE OF WORK

SWCA Environmental Consultants (SWCA) understands that Dibble Engineering is assisting the Prescott Regional Airport with a Parcel Acquisitions Project in Prescott, Yavapai County, Arizona. This project requires a Phase I Environmental Site Assessment (ESA), which the Federal Aviation Administration (FAA) previously referred to as an Environmental Due Diligence Audit. The Phase I ESA will cover the four areas known to SWCA as the land acquisition portions of the Aircraft Evaluation Division (AED): Runway 3R and 3L Approach, Runway 12 Approach, Runway 21R and 21L Approach, and a Borrow Site. These parcels entail 703.04 acres.

SWCA will complete a Phase I ESA in general accordance with the standards described in the most current ASTM Standard E 1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (2021). The Phase I ESA will comply with FAA Order 1050.19C, Environmental Due Diligence in the Conduct of FAA Real Property Transactions (2019). The goal of a Phase I ESA is to assess the subject property, to the extent practical, for the potential presence of recognized environmental conditions (RECs), defined in ASTM Standard E 1527-21. The following scope of work applies to this Phase I ESA and consists of the following subtasks.

TASK 1.1 RECORDS REVIEW

SWCA will review appropriate documents including historical aerial photographs, historical topographic maps, and other land-use documents in order to identify past operations or activities at the subject property that may have caused the release of hazardous substances into the environment. SWCA also will review previously completed environmental reports provided by the client, and other relevant environmental documents provided. As part of the review process, site location, hydrogeological characteristics, geographic setting, and physiography also will be summarized.

Additionally, available state and federal regulatory databases will be reviewed to determine whether the subject property or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM standard. An in-person regulatory file review is not anticipated.

TASK 1.2 INTERVIEWS

If contact information is provided by the client, SWCA personnel will attempt to interview those individuals who are knowledgeable about the history of the site (typically current owners, managers, or users of the site). Reasonable attempts will be made to interview at least one staff member of state or local government agencies regarding information that indicates RECs in connection with the property.

TASK 1.3 SITE RECONNAISSANCE

SWCA staff will complete a reconnaissance of the 703.04-acre site and vicinity to visually identify and photograph areas with potential RECs and to document current site conditions. Access to private, locked, or restricted areas will be arranged by a client representative.

TASK 1.4 USER-PROVIDED INFORMATION

User-provided information is an essential component of the Phase I ESA and includes items such as relevant environmental documents, a completed Phase I ESA User Questionnaire, a completed Initial Data Request, and access to the subject property. The user is responsible for providing SWCA the results of a search of recorded

land-title records and judicial records for environmental liens and activity and use limitations (AULs). A 50-year chain-of-title report and a search for liens and AULs will not be obtained by SWCA under this scope of work.

TASK 1.5 REPORT GENERATION

The Phase I ESA findings will be summarized and documented in one report that meets FAA standards and requirements for Phase I ESAs. Sections within the report will include 1) a description of the site, 2) a summary of the site history, 3) a regulatory database review, 4) descriptions of the site reconnaissance and interviews, 5) report findings and conclusions, and 6) figures and appendices.

According to the ASTM, the content of a Phase I ESA is valid for only 180 days. If the date of the intended use for the Phase I ESA is not within 180 days of the initiation of the report, an update will be necessary. Non-scope issues identified in the ASTM standard include radon, lead and asbestos, radioactivity, regulatory compliance, wetlands, and endangered species. Non-scope issues will not be addressed in the report.

ASSUMPTIONS

1. The acreage of the project will not exceed 703.04 acres.
2. The report will be delivered in electronic PDF format. No printed reports will be provided.
3. This scope of work includes one round of revisions to the report text. Substantial revisions, such as a revised scope or project area, will incur additional cost.
4. No provision is included for delays due to land access, coordination, weather issues, or other factors beyond SWCA's control. Delays are not included in our cost estimate.
5. Any task not expressly described herein is not included in the proposed cost.
6. Changes to the project footprint or scope of work will incur additional cost.
7. Phase I ESA Reliance Letters can be provided at an additional cost for our standard fee of $500.
8. The date of the intended use of the Phase I ESA is within 180 days of initiation of the report.
9. SWCA's Initial Data Request and the ASTM User Questionnaire will be returned to SWCA upon commencement of the project.

Cost to complete the Phase I ESA: $7,000

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 09-13-22

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 2022-1811, Approving City Contract No. 2023-045, a Cellular Site Lease Agreement with T-Mobile West LLC, for a Wireless/Cellular Communications Facility Located on a Part of City Real Property located at APN 105-07-001B.

ITEM SUMMARY

This item is to approve a Cellular Site Lease Agreement (City Contract No. 2023-045) with T-Mobile West LLC, for wireless/cellular communications equipment installation on an existing 120-foot-tall monopole, located at the City's Sundog Water Operations Facility.

BACKGROUND

T-Mobile West LLC is requesting to lease a portion of City real property adjacent to the City's water operations facility, for a cellular/wireless communications site. The cellular tower equipment will be located on an existing 120-foot-tall monopole between the existing AT&T and Verizon antenna arrays and the ground equipment will be located within an existing ground enclosure area. T-Mobile West LLC will pay all expenses for this project.

Cellular Site Lease Agreement Summary

The standard City Cellular Site Lease Agreement for wireless/cellular sites on City-owned property is being used. The leased area is approximately 197 square feet, located within the existing land enclosure area. The leasee will install their antenna array between the existing AT&T and Verizon antenna arrays on an existing 120-foot-tall monopole, which was built in 2006. The initial term of the lease is 10 years, renewable for up to three additional 5-year terms. Lease shall commence upon the earlier of, the first day of the month in which T-Mobile LLC begins its installation on the tower or June 1, 2023. The

rental amount is $23,350.00 per year, plus 3% compounded rent increases at the beginning of each year, during the lease term. The leasee will pay a one-time lump-sum signing payment of $10,000.00, which shall be considered as additional rent, within 45 days from the date of full execution of the Lease. T-Mobile West LLC shall be responsible to remove all fixtures and appurtenances upon expiration of the term, or within 90 days after any earlier termination of the Agreement.

FINANCIAL IMPACT

The proceeds of the Lease will be revenue to the General Fund.

Recommended Action:

ATTACHMENTS

1. Cellular Site Lease Agreement.pdf
2. Vicinity Map.pdf
3. Sundog Cell Site.jpg
4. Ordinance No. 2022-1811.docx

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City of Prescott

CELLULAR SITE LEASE AGREEMENT

This Cellular Site Lease Agreement (the "Agreement") made this _____ day of _____, 2022, between the City of Prescott, an Arizona Municipal Corporation with its principal offices located at 201 South Cortez, Prescott, AZ 86303, hereinafter designated LESSOR and T-Mobile West LLC, a Delaware limited liability company, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, by LESSOR in APN# 105-07-001B (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises is a portion of the Property and is approximately 15 feet by 11 feet and 4 feet by 8 feet (197) total square feet and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Cost of such work shall be borne by LESSEE.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for ten (10) years and shall commence upon the earlier of (i) the first day of the month in which Lessee begins its installation on the Tower, or (ii) June 1, 2023. (the "Commencement Date").

3. EXTENSIONS. This Agreement shall automatically be extended for 3 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least twelve (12) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of Twenty-Three Thousand Three Hundred Fifty and 00/100 Dollars ($23,350.00), to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 201 South Cortez, Prescott, AZ 86303 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 19 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

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(b). As additional consideration for this Agreement, Lessee shall pay Lessor a one-time, non-refundable, lump-sum signing bonus of Ten Thousand and 00/100 Dollars ($10,000.00), which shall be considered "additional rent" for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by Lessee to Lessor within 45 days of the date of full execution of this Agreement by the Parties.

(c). Beginning on the first annual anniversary of the Commencement Date, and on each annual anniversary of the Commencement Date thereafter, LESSEE's annual rent shall increase by an amount equal to three percent (3%) of the rent paid during the immediately preceding year.

(d). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment ("Easement") as identified on Exhibit B.. LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 25).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises are (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 22).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure mounts and platform, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure mounts and platform, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

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9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vii) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than $2,000,000 for injury to or death of one or more persons in any one occurrence and $2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured as their interests may appear under this Agreement. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 22, a violation of Paragraph 25, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

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13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE's Network Operations Center at 877-611-5868 or to LESSOR at (928)777-1130, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's communications equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and

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warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

19. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Prescott
201 South Cortez
Prescott, AZ 86303

LESSEE: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property
Management/PH68229C

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 20 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

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21. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

22. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

23. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

24. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

25. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

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26. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

27. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for

28. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Prescott
an Arizona Municipal Corporation

By: _____

Its: _____

Date: _____

LESSEE:

T-Mobile West LLC
a Delaware limited liability company

By: DocuSigned by: Brandon Braunlich 9949506700BC4B7...

Its: Sr. Director, Engineering/Operations

Date: 8/17/2022

Approved

TMO Signatory Level : L04/L05

DS MLS DS MS

DocuSign Envelope ID: 36C43A3D-486F-4094-9ECE-497D56F7D85A

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Lessee's proposed lease area is identified as "EQUIPMENT AREA" in the attached survey.

[*See attached*]

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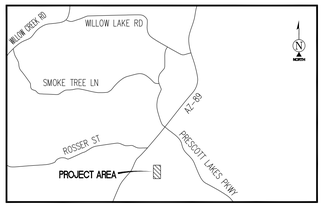


VICINITY MAP
N.T.S.

SURVEY DATE
04/21/2022

BASIS OF BEARING
BEARINGS SHOWN HEREON ARE BASED UPON THE ARIZONA ZONE CENTRAL STATE PLANE COORDINATE SYSTEM BASED ON THE NORTH AMERICAN DATUM OF 1983(2011) (EPOCH 2010.00). DETERMINED BY GLOBAL POSITIONING SYSTEM EQUIPMENT ON THE SMARTNET REFERENCE NETWORK.

BENCHMARK
PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS 'GEOID 12B' MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY OBSERVATIONS OF THE 'SMARTNET' REAL TIME NETWORK. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

GRID-TO-GROUND SCALE FACTOR NOTE
ALL BEARINGS AND DISTANCES ARE BASED ON THE ARIZONA CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99966976

FLOOD ZONE
THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X". ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP ID #04025C2058H, DATED 03/06/2018

UTILITY NOTES
SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT 811 AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

TITLE REPORT NOTE
THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS MAP IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY, PUBLIC OR PRIVATE, THAT WOULD BE DISCLOSED IN SUCH TITLE REPORT.

LESSOR'S LEGAL DESCRIPTION
TO BE PROVIDED BY TITLE.

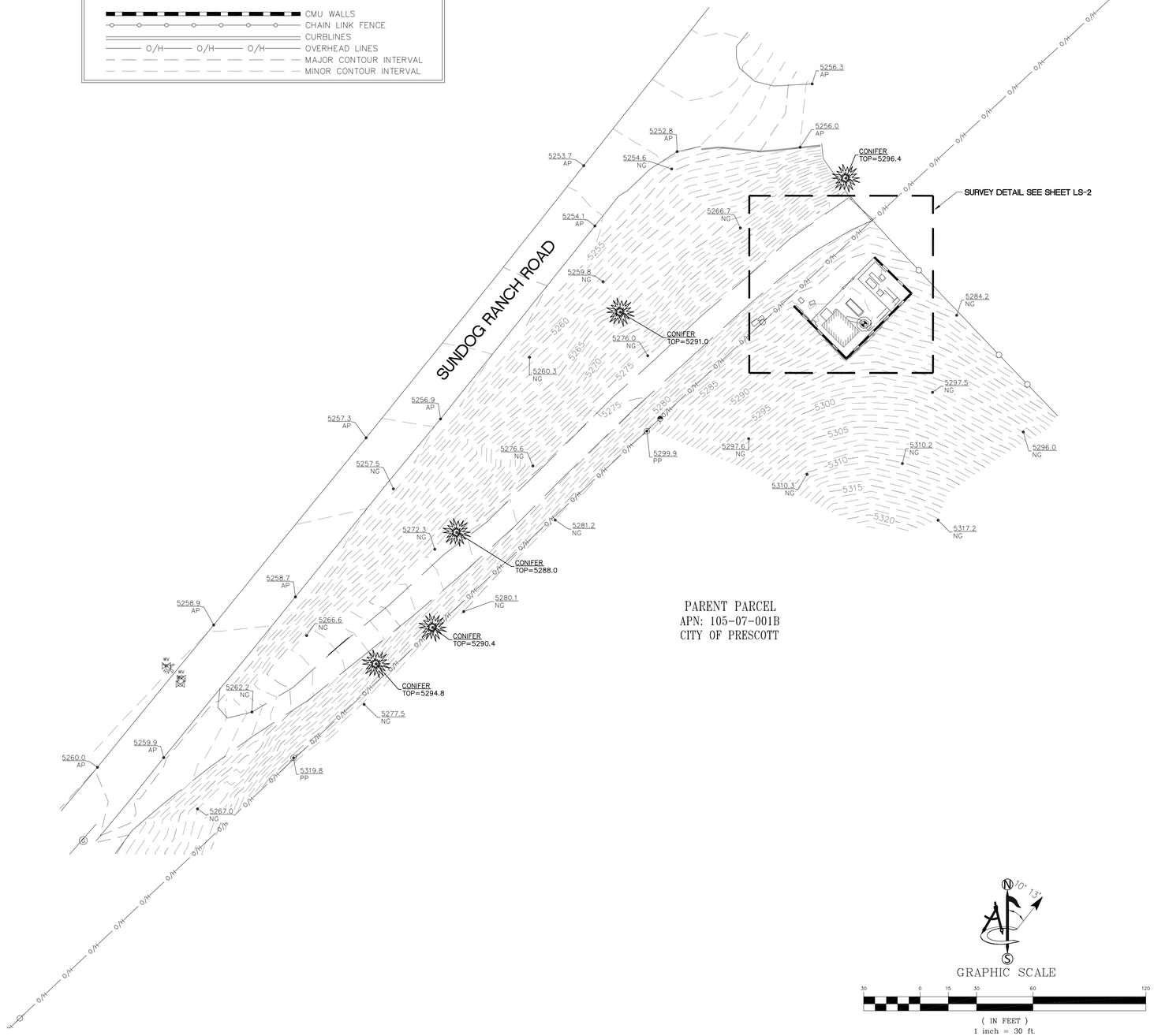
SURVEYOR'S NOTES
CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS AND FOLLOW THE CURRENT NATIONAL MAP STANDARDS FOR VERTICAL ACCURACY.

THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

LEGEND

AP	ASPHALT
BLDG	TOP OF BUILDING
CLF	CHAIN LINK FENCE
CMU	CONCRETE MASONRY UNIT
CONC	CONCRETE
GRV	GRAVEL
NG	NATURAL GRADE
WALL	TOP OF WALL
	PINE TREES
	UTILITY METER
	FIRE HYDRANT
	UTILITY POLE
	POSITION OF GEODETIC COORDINATES
XXXX.X NG	SPOT ELEVATION
WV	WATER CONTROL VALVE
G	GAS VALVE
	CMU WALLS
	CHAIN LINK FENCE
	CURBLINES
O/H	OVERHEAD LINES
	MAJOR CONTOUR INTERVAL
	MINOR CONTOUR INTERVAL



PARENT PARCEL
APN: 105-07-001B
CITY OF PRESCOTT

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

T-Mobile

1330 WEST SOUTHERN AVENUE STE. A-102
TEMPE, AZ 85282
PH: (480) 638-2600
FAX: (480) 638-2852

PROJECT INFORMATION:

PH68229C

1481 SUNDOG RANCH ROAD
PRESCOTT, AZ 86301

YAVAPAI COUNTY

ORIGINAL ISSUE DATE:

05/02/2022

REV.:	DATE:	DESCRIPTION:	BY:
A	05/02/2022	PRELIMINARY	CK

PROJECT COORDINATION:

COAL CREEK CONSULTING
8283 N. HAYDEN ROAD, SUITE #258
SCOTTSDALE, AZ 85258
PH: (602) 326-0011
FAX: (602) 532-7407

SURVEY PREPARED BY:

ambit consulting
4645 S. LAKESHORE DR. #14
TEMPE, ARIZONA 85282
PH. (480) 659-4072
www.ambitconsulting.us

DRAWN BY:	CHK.:	APV.:
CK	XX	XX

LICENSER:

PRELIMINARY

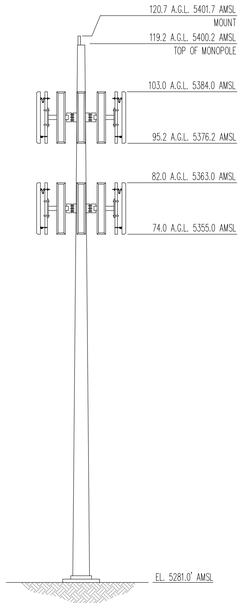
SHEET TITLE:

OVERALL SITE

SHEET NUMBER:

LS-1

DocuSign Envelope ID: 36C43A3D-486F-4094-9ECE-497D56F7D85A



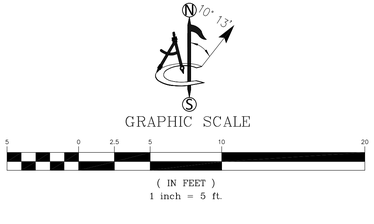
MONOPOLE DETAIL
NTS

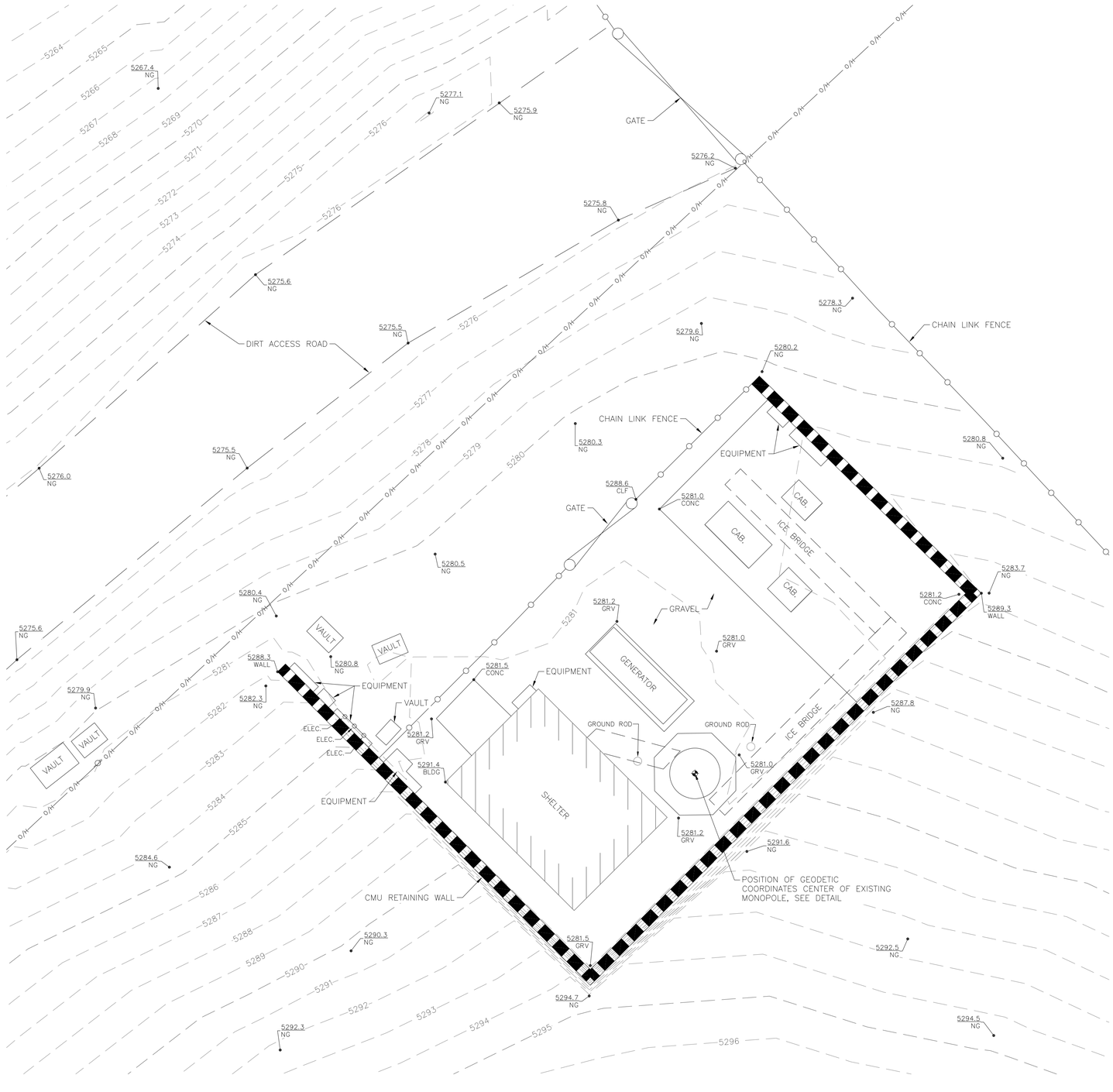
POSITION OF GEODETIC COORDINATES
LATITUDE 34° 34' 03.71" (34.567697°) NORTH (NAD83)
LONGITUDE 112° 26' 03.08" (112.434189°) WEST (NAD83)
GROUND ELEVATION @ 5281.0' (NAVD88)

LEGEND

AP	ASPHALT	○XXXX	UTILITY METER
BLDG	TOP OF BUILDING		FIRE HYDRANT
CLF	CHAIN LINK FENCE		UTILITY POLE
CMU	CONCRETE MASONRY UNIT		POSITION OF GEODETIC COORDINATES
CONC	CONCRETE		
GRV	GRAVEL	XXXX.X NG	SPOT ELEVATION
NG	NATURAL GRADE		
WALL	TOP OF WALL	WV	WATER CONTROL VALVE
	PINE TREES	G	GAS VALVE

CMU WALLS
CHAIN LINK FENCE
CURBLINES
O/H O/H O/H OVERHEAD LINES
MAJOR CONTOUR INTERVAL
MINOR CONTOUR INTERVAL





T-Mobile	1330 WEST SOUTHERN AVENUE STE. A-102 TEMPE, AZ 85282 PH: (480) 638-2600 FAX: (480) 638-2852	
PROJECT INFORMATION:	PH68229C 1481 SUNDOG RANCH ROAD PRESCOTT, AZ 86301 YAVAPAI COUNTY	
ORIGINAL ISSUE DATE:	05/02/2022	
REV.:	DATE:	DESCRIPTION: / BY:
A	05/02/2022	PRELIMINARY / CK
PROJECT COORDINATION:	COAL CREEK CONSULTING 8283 N. HAYDEN ROAD, SUITE #258 SCOTTSDALE, AZ 85258 PH: (602) 326-0011 FAX: (602) 532-7407	
SURVEY PREPARED BY:	ambit consulting 4645 S. LAKESHORE DR. #14 TEMPE, ARIZONA 85282 PH. (480) 659-4072 www.ambitconsulting.us	
DRAWN BY: / CHK.: / APV.:	CK / XX / XX	
LICENSER:	PRELIMINARY	
SHEET TITLE:	SURVEY DETAIL	
SHEET NUMBER:	LS-2	

DocuSign Envelope ID: 36C43A3D-486F-4094-9ECE-497D56F7D85A

EXHIBIT "B"

SITE PLAN OF THE PREMISES

[*See attached*]

DocuSign Envelope ID: 36C43A3D-486F-4094-9ECE-497D56F7D85A

T-Mobile®

SITE #:	PH68229C
SITE NAME:	PRESCOTT HWY 89
STATE:	ARIZONA
COUNTY:	YAVAPAI COUNTY
DESIGN TYPE:	NEW SITE BUILD

CODE COMPLIANCE:

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODES ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL MECHANICAL CODE
2017 NATIONAL ELECTRICAL CODE/NFPA-70

ACCESSIBILITY REQUIREMENTS:

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE CURRENT INTERNATIONAL BUILDING CODE.

PROJECT SUMMARY

PROPERTY OWNER:
CITY OF PRESCOTT
201 S. CORTEZ ST.
PRESCOTT, ARIZONA 86303

APN:	105-07-001B
ZONING CLASSIFICATION:	
JURISDICTION:	CITY OF PRESCOTT
LAT:	34°34'03.71"N (34.567697) NAD83
LONG:	112°26'03.08"W (-112.434189) NAD83
GROUND ELEV:	5281.0' A.M.S.L. (NAVD88)

PROJECT DESCRIPTION

T-MOBILE PROPOSES TO INSTALL THE FOLLOWING ITEMS:

ADD A RETAINING WALL
ADD A 15'X11' CHAIN LINK FENCE COMPOUND 8' HIGH WITH SLATS
ADD A NEW METER WITH PULL OUT BREAKER TO EXISTING BANK
ADD (1) ACCESS GATE
ADD A WEATHERPROOF LIGHT SWITCH AND (4) LED TECH LIGHTS
ADD A 8'X13' CONCRETE PAD FOR EQUIPMENT
ADD (2) EQUIPMENT CABINETS
ADD AN A.T.S ON H-FRAME
ADD A PPC ON H-FRAME
ADD A CIENA ON H-FRAME
ADD (2) TOWER JUNCTION BOXES AND EXCESS FIBER BOX
ADD (2) 4"ø U.G. CONDUITS TO BASE OF POLE
ADD (2) FIBER AND (2) POWER CABLES UP TO MICROWAVE ANTENNA
ADD (2) HYBRID CABLES WITH PENDANTS ATTACHED TO END
ADD A PIPE-TO-PIPE MOUNT
ADD (1) 2'ø MICROWAVE ANTENNA
ADD (1) COUPLER WITH (2) RFU'S
ADD A 3-SECTOR ANTENNA MOUNT WITH STIFF ARMS
ADD (6) RADIO MODULES, (2) PER SECTOR
ADD (6) ANTENNAS, (2) PER SECTOR

ASSOCIATED LINKS
RECIPIENT FROM PH23919A

PROJECT TEAM

PROJECT MANAGER:
T-MOBILE
1330 W. SOUTHERN AVE., STE A-102
TEMPE, AZ 85282

CONSTRUCTION MANAGER:
COAL CREEK CONSULTING
8283 N. HAYDEN RD. SUITE 258
SCOTTSDALE, ARIZONA 85258
CONTACT: SHANE GREGORY
PHONE: (520) 371-9331

SITE ACQ. CONSULTANT:
COAL CREEK CONSULTING
8283 N. HAYDEN RD. SUITE 258
SCOTTSDALE, ARIZONA 85258
CONTACT: BILL KONING
PHONE: (480) 209-0945

A&E DESIGN:
COAL CREEK CONSULTING
8283 N. HAYDEN RD. SUITE 258
SCOTTSDALE, ARIZONA 85258
CONTACT: SHAWN EVANS
PHONE (602) 758-5829

SURVEY:
AMBIT CONSULTING
412 E. SOUTHERN AVE.
TEMPE, ARIZONA 85282
CONTACT: MATTHEW FORD
PHONE (480) 659-4072

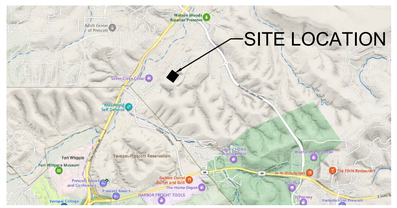
SHEET INDEX

T-1	TITLE SHEET, VICINITY MAP & GENERAL INFO.
LS-1	OVERALL SITE
LS-2	SURVEY DETAIL

ZONING:

Z-1	OVERALL SITE PLAN
Z-2	SITE PLAN
Z-3	ENLARGED DIMENSION PLANS
Z-4	EQUIPMENT, ANTENNA PLAN, AND DETAILS
Z-5	ELEVATIONS

VICINITY MAP



DRIVING DIRECTIONS

FROM THE T-MOBILE OFFICE: AZ-60 W. AND MERGE ONTO THE I-17 N.. TOWARDS PRESCOTT. EXIT AT S. STATE ROUTE 69 FOR PRESCOTT. TURN RIGHT ON PRESCOTT LAKES PKWY. TURN LEFT ON SUNDOG RANCH RD.. TURN LEFT ON A DIRT DRIVE WAY AND TAKE TO THE TOP OF THE HILL. EXISTING COMPOUND WILL BE ON YOUR RIGHT.

CLIENT
T-Mobile®
1330 W. SOUTHERN AVE. STE A-102
TEMPE, ARIZONA, 85282
PHONE: (480) 638-2600 FAX: (480) 638-2852

CONSULTANT
COAL CREEK CONSULTING
8283 N. HAYDEN RD., STE 258
SCOTTSDALE, ARIZONA 85258
PHONE: (602) 429-0533 FAX: (480) 638-2852

ENGINEER OF RECORD

SEAL

NO.	DATE	DESCRIPTION	BY
1	05/13/22	REVIEW	DRK
2	06/01/22	REVISION 1	DRK
3	07/25/22	REVISION 2	SPE

PROJECT INFORMATION
JOB: 03-618-03

PH68229C
PRESCOTT HWY 89

1481 SUNDOG RANCH RD.
PRESCOTT, ARIZONA 86301

SHEET TITLE

TITLE SHEET, VICINITY MAP & GENERAL INFORMATION

JURISDICTIONAL APPROVAL

SHEET NUMBER

T-1

RFDS VER 1 DATED 5/20/2022 AT 11:7:45 AM

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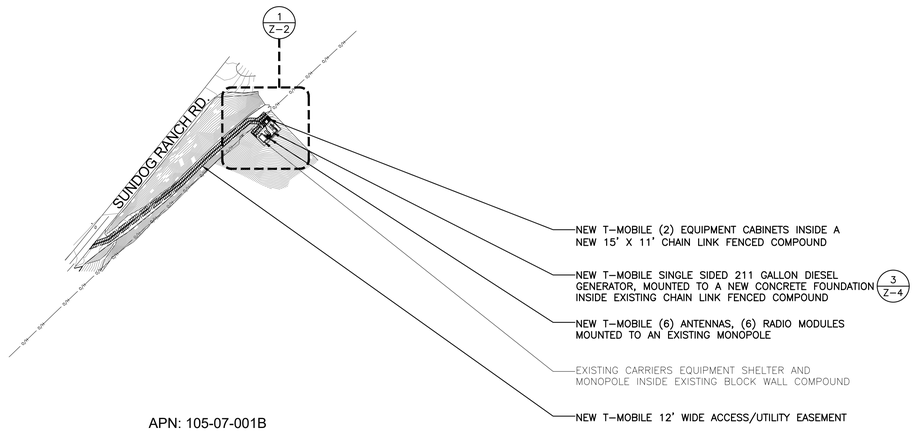
APN: 105-07-001B
ZONING: N/A



APN: 105-07-001B
ZONING: N/A

0 150' 300'
75' 225'
N

OVERALL SITE PLAN

SCALE: 1" = 150'

1

CLIENT
T-Mobile
1330 W. SOUTHERN AVE. STE A-102
TEMPE, ARIZONA, 85282
PHONE: (480) 638-2600 FAX: (480) 638-2852

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PROJECT INFORMATION
JOB: 03-618-03

PH68229C
PRESCOTT HWY 89

1481 SUNDOG RANCH RD.
PRESCOTT, ARIZONA 86301

SHEET TITLE

OVERALL SITE PLAN

JURISDICTIONAL APPROVAL

SHEET NUMBER

Z-1

RFDS VER 1 DATED 5/20/2022 AT 11:7:45 AM

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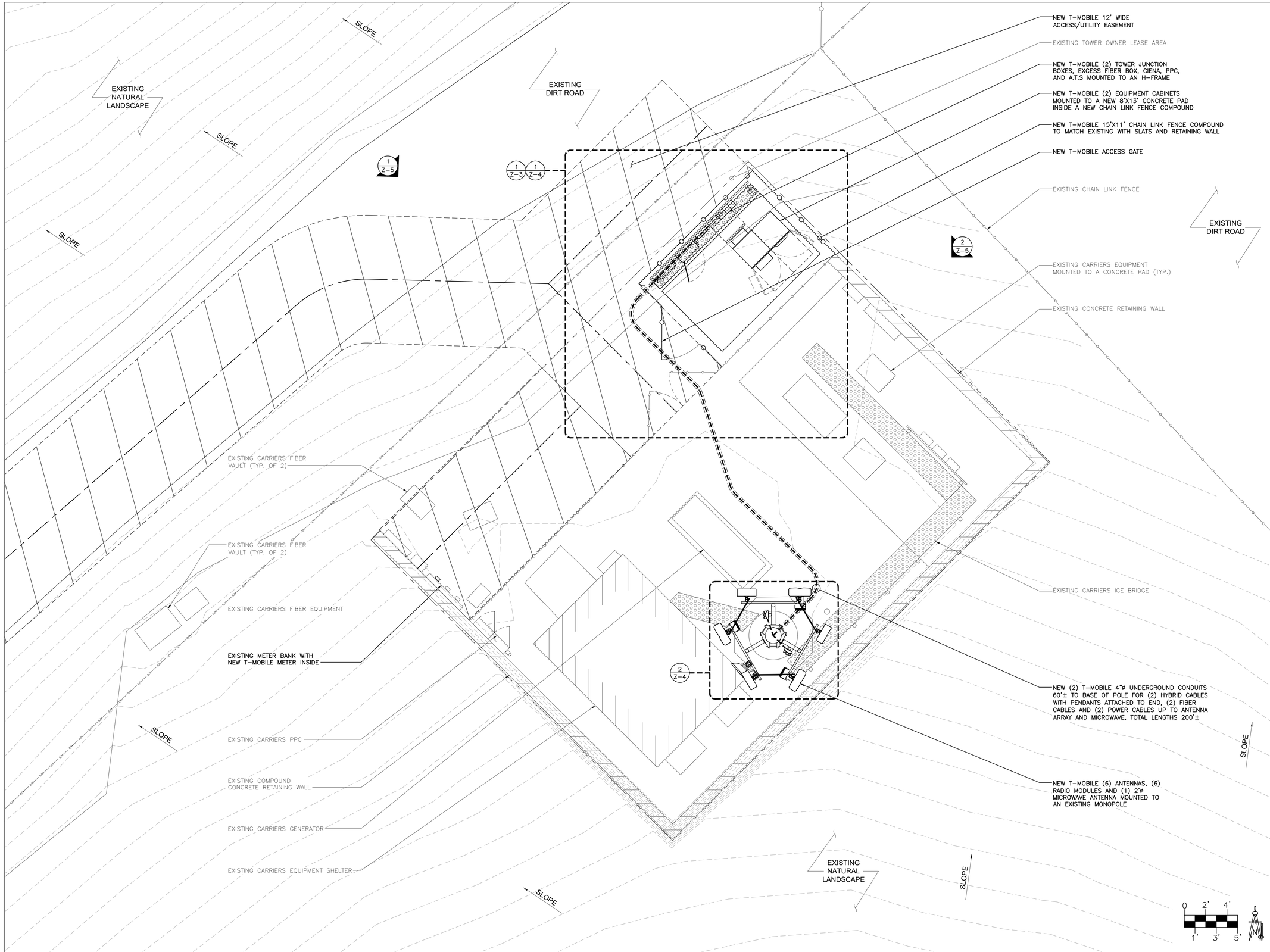

SITE PLAN

SCALE: 1/4" = 1'-0"

1

CLIENT

T-Mobile

1330 W. SOUTHERN AVE. STE A-102
TEMPE, ARIZONA, 85282
PHONE: (480) 638-2600 FAX: (480) 638-2852

CONSULTANT

COAL CREEK CONSULTING

8283 N. HAYDEN RD., STE 258
SCOTTSDALE, ARIZONA 85258
PHONE: (602) 429-0533 FAX: (480) 638-2852

ENGINEER OF RECORD

SEAL

NO.	DATE	DESCRIPTION	BY
1	05/13/22	REVIEW	DRK
2	06/01/22	REVISION 1	DRK
3	07/25/22	REVISION 2	SPE

PROJECT INFORMATION
JOB: 03-618-03

PH68229C
PRESCOTT HWY 89

1481 SUNDOG RANCH RD.
PRESCOTT, ARIZONA 86301

SHEET TITLE

SITE PLAN

JURISDICTIONAL APPROVAL

SHEET NUMBER

Z-2

RFDS VER 1 DATED 5/20/2022 AT 11:7:45 AM

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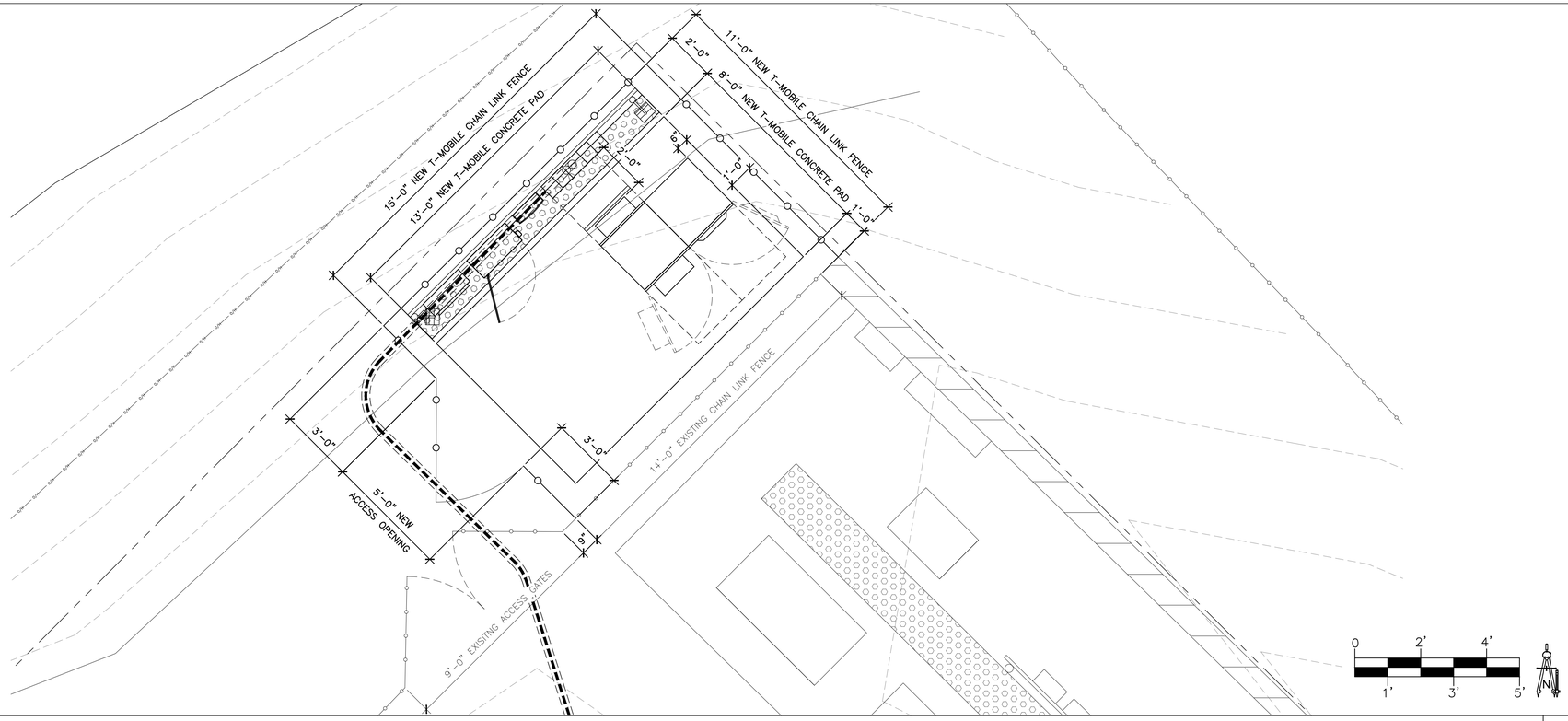

ENLARGED EQUIPMENT DIMENSION PLAN

SCALE: 1/2" = 1'-0"

1

NOT USED

SCALE: N.T.S.

2

CLIENT

T-Mobile

1330 W. SOUTHERN AVE. STE A-102
TEMPE, ARIZONA, 85282
PHONE: (480) 638-2600 FAX: (480) 638-2852

CONSULTANT

COAL CREEK CONSULTING

8283 N. HAYDEN RD., STE 258
SCOTTSDALE, ARIZONA 85258
PHONE: (602) 429-0533 FAX: (480) 638-2852

ENGINEER OF RECORD

SEAL

NO.	DATE	DESCRIPTION	BY
1	05/13/22	REVIEW	DRK
2	06/01/22	REVISION 1	DRK
3	07/25/22	REVISION 2	SPE

PROJECT INFORMATION
JOB: 03-618-03

PH68229C
PRESCOTT HWY 89

1481 SUNDOG RANCH RD.
PRESCOTT, ARIZONA 86301

SHEET TITLE

ENLARGED DIMENSION PLANS

JURISDICTIONAL APPROVAL

SHEET NUMBER

Z-3

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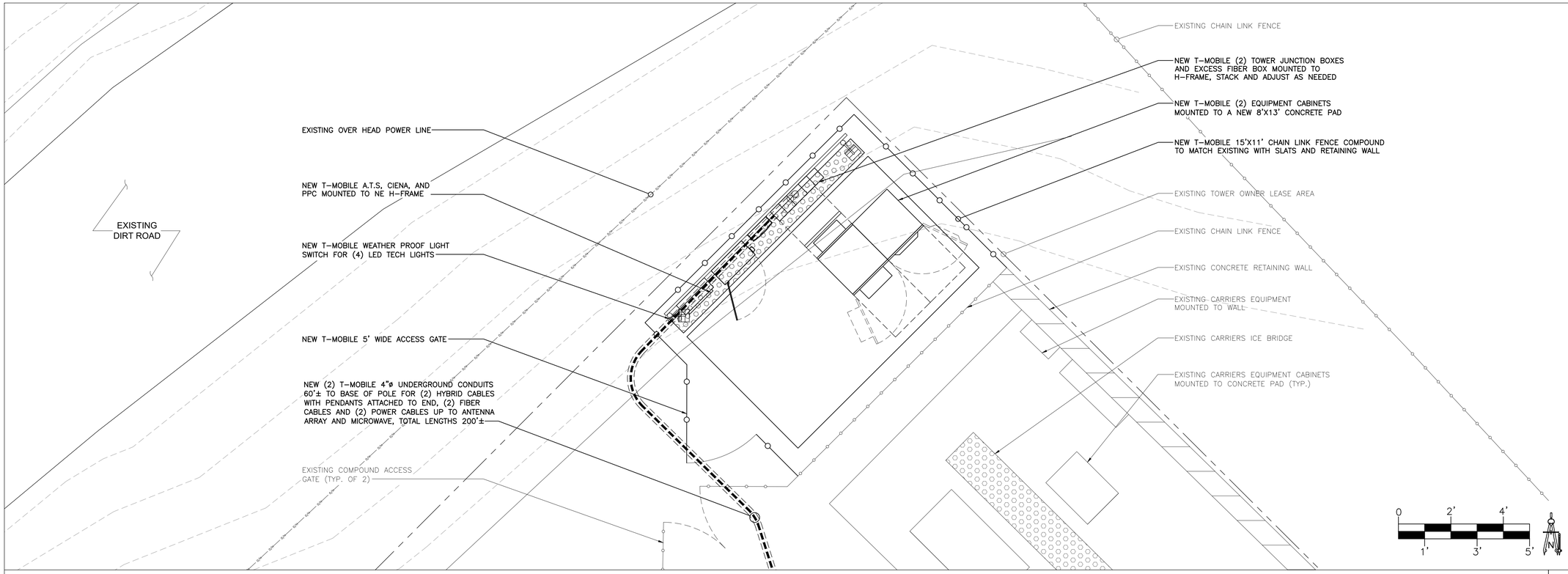
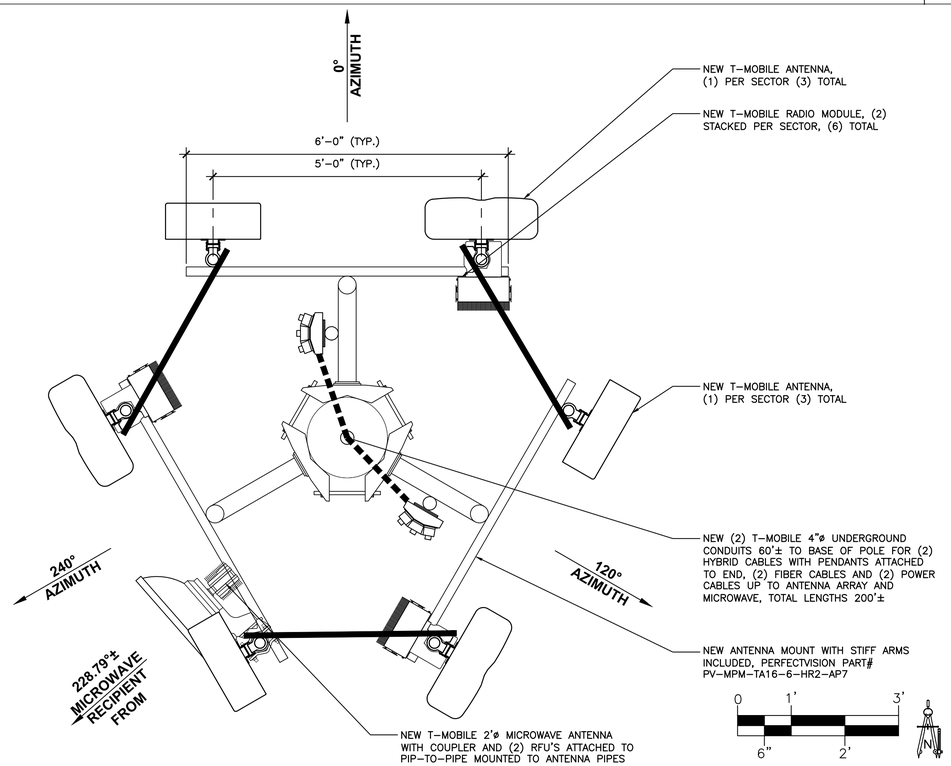


ENLARGED DIMENSION PLAN — SCALE: 1/2" = 1'-0" — 1



ENLARGED ANTENNA PLAN — SCALE: 3/4" = 1'-0" — 2

NOT USED — SCALE: N.T.S. — 3

CLIENT

T-Mobile

1330 W. SOUTHERN AVE. STE A–102
TEMPE, ARIZONA, 85282
PHONE: (480) 638–2600 FAX: (480) 638–2852

CONSULTANT

COAL CREEK CONSULTING

8283 N. HAYDEN RD., STE 258
SCOTTSDALE, ARIZONA 85258
PHONE: (602) 429–0533 FAX: (480) 638–2852

ENGINEER OF RECORD

SEAL

NO.	DATE	DESCRIPTION	BY
1	05/13/22	REVIEW	DRK
2	06/01/22	REVISION 1	DRK
3	07/25/22	REVISION 2	SPE

PROJECT INFORMATION
JOB: 03–618–03

PH68229C
PRESCOTT HWY 89

1481 SUNDOG RANCH RD.
PRESCOTT, ARIZONA 86301

SHEET TITLE

DIMENSION, ANTENNA PLAN AND DETAILS

JURISDICTIONAL APPROVAL

SHEET NUMBER

Z-4

RFDS VER 1 DATED 5/20/2022 AT 11:7:45 AM

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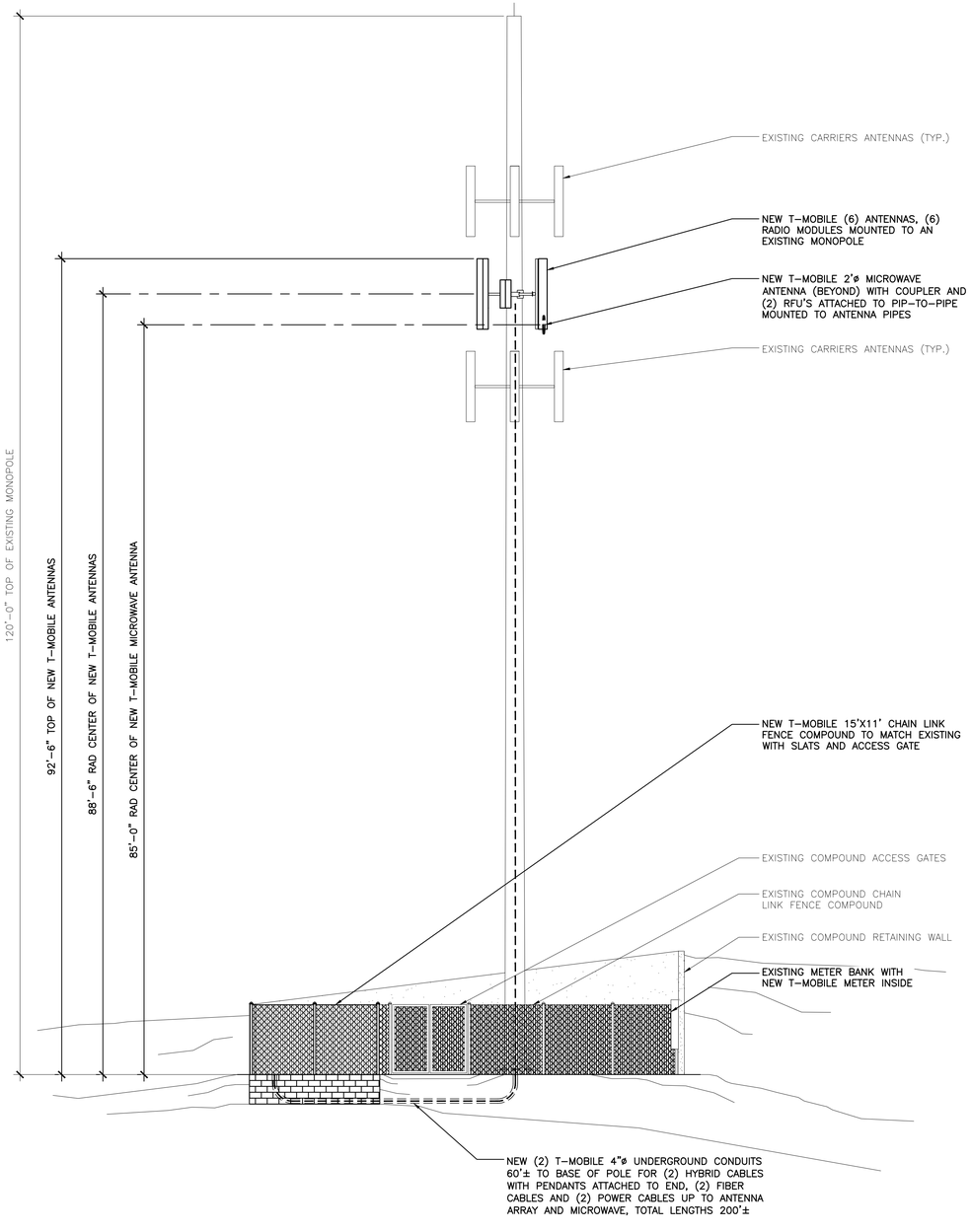
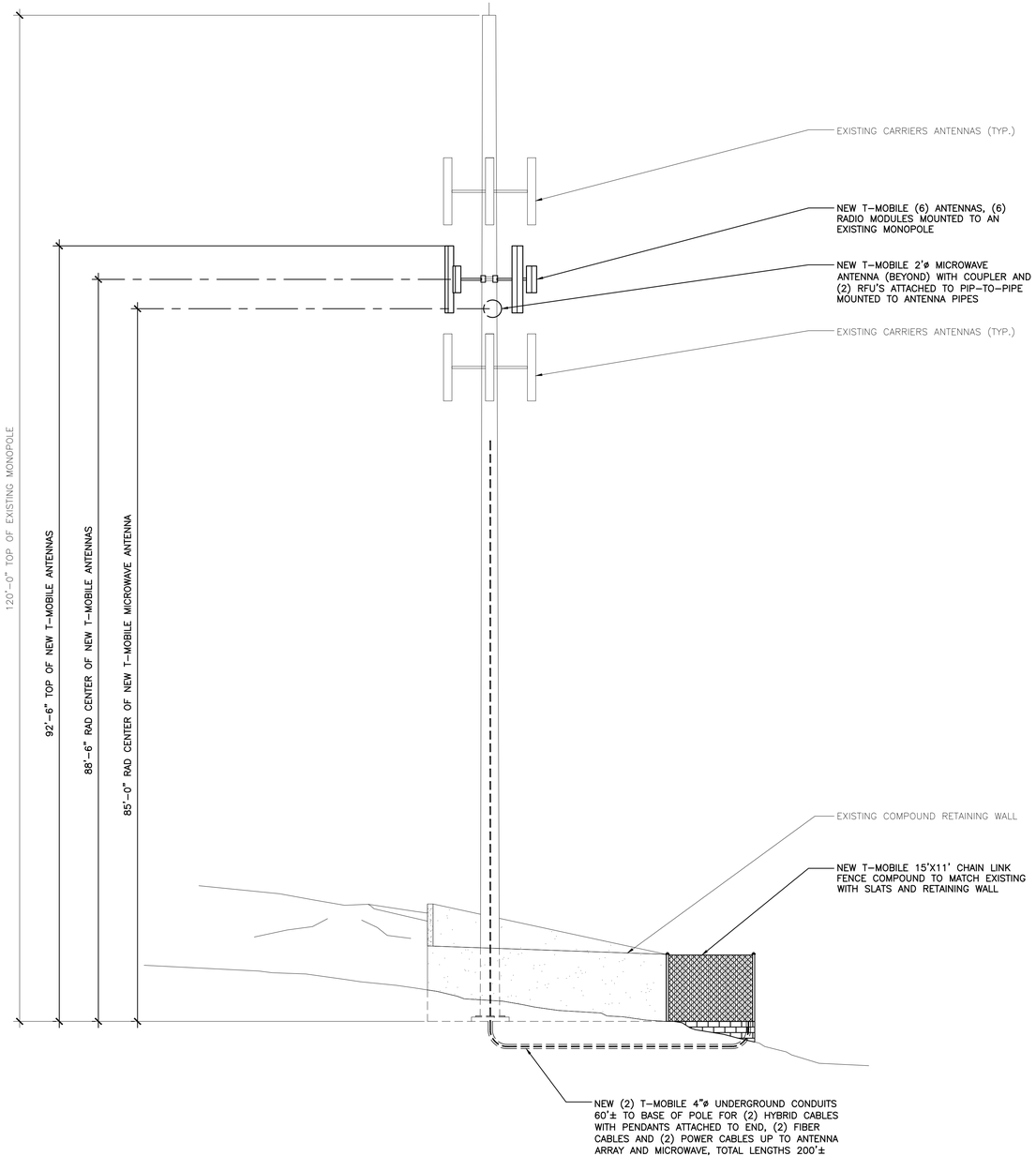


NORTH WEST ELEVATION SCALE: 1/8" = 1'-0" 2



NORTH EAST ELEVATION SCALE: 3/16" = 1'-0" 1

CLIENT

T-Mobile

1330 W. SOUTHERN AVE. STE A-102
TEMPE, ARIZONA, 85282
PHONE: (480) 638-2600 FAX: (480) 638-2852

CONSULTANT

COAL CREEK CONSULTING

8283 N. HAYDEN RD., STE 258
SCOTTSDALE, ARIZONA 85258
PHONE: (602) 429-0533 FAX: (480) 638-2852

ENGINEER OF RECORD

SEAL

NO.	DATE	DESCRIPTION	BY
1	05/13/22	REVIEW	DRK
2	06/01/22	REVISION 1	DRK
3	07/25/22	REVISION 2	SPE

PROJECT INFORMATION
JOB: 03-618-03

PH68229C
PRESCOTT HWY 89

1481 SUNDOG RANCH RD.
PRESCOTT, ARIZONA 86301

SHEET TITLE

ELEVATIONS

JURISDICTIONAL APPROVAL

SHEET NUMBER

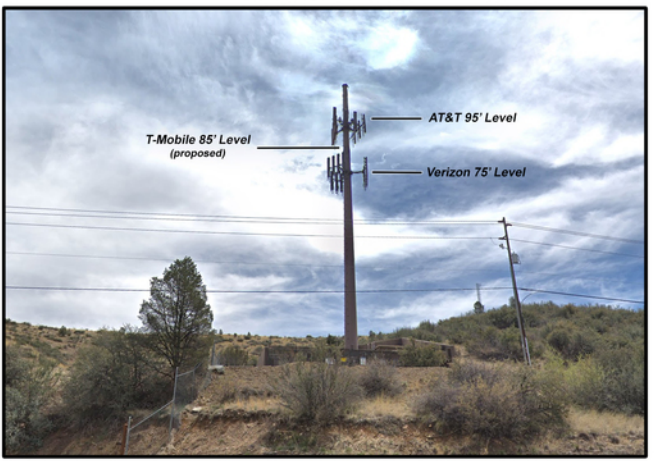
Z-5

RFDS VER 1 DATED 5/20/2022 AT 11:7:45 AM

Vicinity Map

120-foot tall Monopole/Tower located on the City's Sundog Water Operations facility at 1475 Sundog Ranch Road

Sundog Cell Site



ORDINANCE NO. 2022-1811

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A CELLULAR SITE LEASE AGREEMENT, CITY CONTRACT NO. 2023-045 WITH T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR A WIRELESS COMMUNICATIONS FACILITY LOCATED ON A PART OF CITY-OWNED REAL PROPERTY APN # 105-07-001B; AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID ACCEPTANCE.

RECITALS:

WHEREAS, the City Council has entered into negotiations for a Cellular Site Lease Agreement with T-Mobile West LLC, a Delaware limited liability company; and

WHEREAS, the City Council has determined that acceptance of the Cellular Site Lease Agreement, City Contact No. 2023-045, with T-Mobile West LLC, a Delaware limited liability company is in the best interest of the City of Prescott.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts that certain Cellular Site Lease Agreement, City Contact No. 2023-045 between T-Mobile West LLC, a Delaware limited liability company, and the City of Prescott, pursuant to the terms and conditions as set forth in the Cellular Site Lease Agreement.

SECTION 2. THAT the Mayor and staff are directed to execute the Cellular Site Lease Agreement, City Contact No. 2023-045 on behalf of the City of Prescott, and to take any and all steps deemed necessary to accomplish the forgoing.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2022.

_____
PHILIP R. GOODE, Mayor

ATTEST:

_____
SARAH M. SIEP, City Clerk

APPROVED AS TO FORM:

_____
JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2022-1811 is a true, correct and accurate copy of Ordinance No. 2022-1811, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2022, at which a quorum was present and, by a _____ vote, _____ voted in favor of said ordinance.

Given under my hand and sealed this _____ day of _____, 2022.

Seal

_____
City Clerk

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Legal**

AGENDA ITEM: Discussion and Possible Action Regarding Retaining the Law Firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC and the Law Office of Joseph C. Tann, PLLC to Represent the City in Pursuing Litigation Regarding Damages Due to PFAS and PFOS.

ITEM SUMMARY

Litigation has been ongoing between various water providers, especially cities, and various manufacturers of PFAS and others that have released PFAS chemicals in ways effecting water sources. The law firms mentioned above have several cases for other clients in the Country's multi-district litigation (MDL) and are in a leadership role within the MDL. Upon being hired by the City, these firms would initiate litigation and seek a settlement that would pay for remediation of the issues presented by PFAS, including water filtration systems.

BACKGROUND

The City has been approached by at least two separate law firms with litigation experience against manufacturers of per- and polyfluoroalkyl substances (PFAS), chemicals designed, manufactured and/or sold by defendants for use in many different consumer, commercial, and industrial products, such as aqueous film-forming foam (AFFF). The City has recently discovered these substances in its water, and is in the process of remediating the issue.

Several water providers across the country have begun to initiate litigation against manufacturers of PFAS. In these cases, the potential claims revolve around the allegation that as a result of the use and disposal of defendants' PFAS-products at sites such as airports and military bases, the City's drinking water resources have been contaminated with perfluorooctane sulfonate (PFOS) and perfluorooctanoic acid (PFOA).

City Council will be briefed further on potential legal implications of hiring the legal representation referenced herein at an executive session on September 6, 2022.

FINANCIAL IMPACT

The draft legal services agreement contemplates a contingency fee agreement whereby the City will not have to pay any fees unless it is successful in trial or through negotiations. The contingency fee agreement grants the law firms 25% of the gross recovery, and would allow the law firms to deduct costs and expenses from any recovery amount.

Recommended Action: MOVE to approve or deny retaining the following law firms related to PFAS and PFOS damages: 1) Baron & Budd, P.C.; 2) Cossich, Sumich, Parsiola & Taylor LLC; and 3) Law Office of Joseph C. Tann PLLC

ATTACHMENTS

1. City of Prescott - PFAS Memo (08.30.22).docx
2. City of Prescott - PFAS Legal Services Agreement (08.30.22).docx

MEMORANDUM

To:	City of Prescott
From:	Cossich, Sumich, Parsiola & Taylor LLC, Baron & Budd, P.C., and the Law Office of Joseph C. Tann, PLLC
Date:	August 29, 2022
Subject:	PFAS Litigation

I. Introduction

This memorandum addresses the viability of the claims of the City of Prescott against 3M Company (3M) and multiple other defendants for contamination caused by per- and polyfluoroalkyl substances (PFAS), chemicals designed, manufactured and/or sold by defendants for use in many different consumer, commercial, and industrial products, such as aqueous film-forming foam (AFFF). This potential claim revolves around the allegation that as a result of the use and disposal of defendants' PFAS-products at sites such as airports and military bases, the City's drinking water resources have been contaminated with perfluorooctane sulfonate (PFOS) and perfluorooctanoic acid (PFOA).

The law firms of Baron & Budd and Cossich, Sumich, Parsiola & Taylor are currently working as co-counsel to represent many public entities for drinking water and site contamination caused by PFAS. Together with Joseph Tann, the firms are representing the City of Tempe in its PFAS litigation. Baron & Budd and Cossich, Sumich, Parsiola & Taylor also play a prominent role in the nationwide litigation pertaining to the use of AFFF containing PFOS and PFOA. Judge Richard M. Gergel has appointed Scott Summy of Baron & Budd as the Co-Lead Counsel for the multi-district litigation (MDL). The Judge has also appointed Christina Cossich of Cossich, Sumich, Parsiola & Taylor as a member of the Plaintiffs' Executive Committee (PEC). Our firms are also on Plaintiffs' committees for experts, legal arguments (*e.g.*, government contractor defense), and bellwether trials. As such, the firms have a detailed knowledge of this litigation from all aspects and these leadership roles will keep our firms at the forefront of litigation.

II. PFAS Background

In the 1940s, 3M began manufacturing PFOS, PFOA, and other precursor chemicals. 3M learned that these chemicals have a unique ability to reduce surface tension between a liquid and another liquid or solid allowing them to create products that resist heat, stains, oil and water, such as Scotchgard. Because of these novel properties, 3M developed AFFF containing PFOS and PFOA in the 1960s to suppress Class B fuel fires, which were of significant concern at military bases, fire training schools, fire stations, airports, and petroleum terminals. While 3M was the sole manufacturer of PFOS, PFOA was produced by other major U.S. companies including Arkema, Asahi, Ciba-Geigy, Clariant, Dynax, and DuPont.

PFOS and PFOA are particularly dangerous when released into the environment through an exposure pathway such as AFFF. These chemicals easily dissolve in water, increasing the rate at which they can spread through the environment while contaminating soil, groundwater, and surface water. This mobility is made more dangerous by the fact that PFOS and PFOA are remarkably persistent and do not degrade over time. Furthermore, both chemicals bioaccumulate and biomagnify. Because of these chemical properties, PFOS and PFOA are called the "forever chemicals."

As early as the 1970s, 3M conducted and sponsored studies that showed adverse effects from exposure to PFOS and PFOA and that PFOS and PFOA were widely present in the blood of the U.S. population. These 3M studies and anecdotal findings continued for decades and eventually resulted in 3M voluntarily removing these chemicals from the U.S. market.

The EPA's newest interim health advisory levels, published June 15, 2022, are currently 0.02 parts per trillion (ppt) for PFOS and 0.004 ppt for PFOA. We take the position that any amount of PFOA and/or PFOS in groundwater or well water is unsafe, unacceptable, and actionable.

III. Current Litigation

Numerous lawsuits have been filed by both public and private entities for water and site contamination. Given the broad coverage of this issue, an MDL was applied for and granted before Judge Richard M. Gergel in the United States District Court for the District of South Carolina. Upon formation of the MDL, the Judicial Panel on Multidistrict Litigation limited consolidation to cases involving AFFF containing PFOS and PFOA.

Currently, our firms represent the largest number of water providers and airports in the MDL. There are numerous Defendant Manufacturers named in the MDL, including 3M Company, E. I. DuPont de Nemours and Company, The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., Tyco Fire Products, LP, Chemguard, Inc., Buckeye Fire Equipment Company, National Foam, Inc., Kidde-Fenwal, Inc., Kidde PLC, Inc., UTC Fire & Security Americas Corporation, Inc., Chubb Fire, Ltd., Carrier Global Corporation, Raytheon Technologies Corporation, Arkema, Inc., BASF Corporation, Chemdesign Products, Inc., Clariant Corporation, Chemicals Incorporated, Nation Ford Chemical Company, Dynax Corporation, AGC Chemicals Americas, Inc., AGC, Inc., Deepwater Chemicals, Inc., Archroma Management, LLC, and Archroma U.S., Inc. The primary causes of action alleged by plaintiffs against the Defendant Manufacturers are products liability, negligence, public and/or private nuisance, and trespass.

The Defendant Manufacturers were engaged in the business of designing, manufacturing, testing, distributing, marketing and/or selling PFOS, PFOA, and/or AFFF containing PFOS or PFOA. As such, the Defendant Manufacturers had a duty to not market a product that is unreasonably dangerous for its intended and foreseeable uses. Furthermore, the Defendant Manufacturers failed to provide warnings or instructions that were sufficient to notify the users of the dangers inherent in their products or of the methods of use that could reduce or eliminate those dangers. The Defendant Manufacturers also had a duty to exercise reasonable care in their design and manufacturing of these products as to avoid harm to those who would be foreseeably injured

by PFOS and/or PFOA contamination. As a result of the Defendant Manufacturers' acts and omissions, their products have directly and proximately caused water and soil contamination as well as health hazards that have unreasonably interfered with, and continue to interfere with, Plaintiffs' use and enjoyment of their property. Lastly, plaintiffs did not grant permission to the defendants to allow PFOS and/or PFOA to enter plaintiffs' property, such as soil, groundwater, water supply wells, and drinking water systems.

IV. Potential Legal Actions

Should the City choose to move forward, it can cite the historical activities of 3M and other defendants, including their knowledge of how problematic these chemicals were long before they ceased manufacturing and selling them in their original and most toxic form. The firms will advance costs related to the litigation on a contingent basis. If the litigation does not result in a recovery, it will cost the City nothing. Potential damages include the costs associated with treating, filtering, or removing the chemicals from the wells and water system, as well as past and future sampling and testing costs.

LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement is made between the City of Prescott ("Client") and the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Law Office of Joseph C. Tann, PLLC (collectively, "Attorneys").

2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.

3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates _____ as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.

4. SCOPE AND DUTIES. Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) of firefighting foam products (known as "aqueous film forming foam" or "AFFF") and/or other products containing perfluoroalkyl substances ("PFAS") (including perfluorooctanoic acid ("PFOA" or "C8"), perfluorooctane sulfonate ("PFOS"), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against all those responsible for damages Client suffered or will suffer. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments.

5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

6. JOINT RESPONSIBILITY. Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Law Office of Joseph C. Tann, PLLC assume joint legal responsibility to Client for the representation described in this Agreement, and agree to be available for consultation with the client. Client approves of and consents to the participation of the firms in their representation.

7. ATTORNEYS' FEES. Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of 25% of any gross recovery (as defined below).

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value. However, regardless of the results of

the binding appraisal, the fee associated with non-monetary property or services transferred or rendered for the benefit of the Client shall not, in any case, exceed the amount of the monetary payments made to the Client as part of the governing settlement or judgment. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value

(as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed 25% of the gross recovery as defined in this agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. If Attorneys incur such expenses related specifically to the Client's individual case, Attorneys will obtain consent and seek advice from Client before incurring such expenses. Attorneys will advance all costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(2) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client, subject to cost review and approval by Client in advance of incurring any such costs. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. SHARED EXPENSES. Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in their discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses. Nevertheless, Client shall only be responsible for prudent, fair and reasonable expenses.

10. DIVISION OF ATTORNEYS' FEES. At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows:

Baron & Budd, P.C. will receive forty percent (40%), Cossich, Sumich, Parsiola & Taylor LLC will receive forty percent (40%), and Law Office of Joseph C. Tann, PLLC will receive twenty percent (20%).

11. MULTIPLE REPRESENTATIONS. Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS related litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other.

Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of which Client is currently aware as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in

connection with PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

12. POWER OF ATTORNEY. Client gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of the litigation associated with this cause of action. Prior to signing any documents relative to settlement agreements, compromises and releases, Attorneys will confer with and advise Client of the contents and ramifications of such documents. Under no circumstances will Client's claims be settled without obtaining Client's advance consent.

13. SETTLEMENT. Attorneys will not settle Client's claim without the advance approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

14. AGGREGATE SETTLEMENTS. Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. ATTORNEYS' LIEN. Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for Client shall be released by Attorneys.

16. DISCHARGE OF ATTORNEYS. Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Attorneys and Client agree that Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court

judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client then any lien in excess of the recovery for Client shall be released by Attorneys.

17. WITHDRAWAL OF ATTORNEYS. Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client prior to and without filing suit. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. Notwithstanding Attorneys' withdrawal, Attorneys and Client agree that in all such cases described herein above, Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for Client shall be released by Attorneys.

18. RELEASE OF CLIENT'S PAPERS AND PROPERTY. At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

19. INDEPENDENT CONTRACTOR. The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

20. NOTICES. Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C.
3102 Oak Lawn Ave., Suite 1100
Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor LLC
8397 Highway 23, Suite 100
Belle Chasse, Louisiana 70037

Law Office of Joseph C. Tann, PLLC
7735 North 78th Street
Scottsdale, AZ 85258

21. DISCLAIMER OF GUARANTEE. Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

23. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

24. MODIFICATION BY SUBSEQUENT AGREEMENT. The parties may agree to modify this Agreement by executing a new written agreement.

25. DISPUTES ARISING UNDER AGREEMENT. Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with paragraph 7.C.

26. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

27. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.

28. MULTIPLE COUNTERPARTS. This Agreement will be effective whether or not executed in multiple counterparts.

This agreement and its performance are subject to the Louisiana Rules of Professional Conduct, the Texas Disciplinary Rules of Professional Conduct, and the Arizona Rules of Professional Conduct.

Agreed to by: Date: _____

CITY OF PRESCOTT

_____
("Client")

ATTORNEYS

_____
Scott Summy, Baron & Budd, P.C.

_____
Philip F. Cossich, Jr., Cossich, Sumich, Parsiola & Taylor, LLC

_____
Joseph Tann, Law Office of Joseph C. Tann, PLLC

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Public Works**

AGENDA ITEM: **Approval of City Contract No. 2023-032 with Southwest Slurry Inc. for the FY23 Pavement Preservation - Micro Seal Project in an Amount not to Exceed $1,366,131.00, Utilizing the City Standard Cooperative Contract. Funding is Available in the Streets Fund.**

ITEM SUMMARY

This item is to approve City Contract No. 2023-032 to Southwest Slurry Inc. for the FY23 Pavement Preservation - Micro Seal Project. The locations for the project are shown on the attached vicinity map.

BACKGROUND

The City's Pavement Maintenance Program includes activities to Preserve, Rehabilitate and Reconstruct sections of roadways as needed. This preservation method will utilize Micro Seal Type III pavement treatment. Significant deficiencies in the pavement surface will be repaired before applying the Micro Seal such as asphalt patching, edge milling, crack sealing and rut filling.

Micro Seal or Microsurfacing Type III, consists of applying a mixture of emulsified oil and crushed aggregates to an existing roadway. This treatment will help preserve and protect the underlying pavement structure and provide a new smoother driving surface. Micro Seal is a cost effective preservation treatment used to maintain and extend the service life of pavements and roadways. When Type III aggregates are used in Microsurfacing, stability is also increased, making the gradation ideal for rut filling and reestablishing profiles with minor surface irregularities. Additional benefits include increased skid resistance and improved aesthetics.

Infrastructure Management Services (IMS) data and Department field investigations were used to determine the selected roadways and treatments. The IMS data has assigned the roadways selected for this project with the following average Pavement Condition Index's (PCI) per roadway classification - PCI 59 on Local, PCI 60 on Minor Collector, PCI 74 on Major Collector. Upon completion of this project all roadways will receive a reset PCI value of 92 per IMS data.

The project is monetarily divided into the roadway classifications:
Local 43%, Minor Collector 26%, Major Collector 31%.

This project will treat approximately 27.5 lane miles.

Project Limits:

- Trail Walk Road, Montana Drive and surrounding streets
- Copper Basin Road
- Rancho Vista Estates neighborhood streets
- Gail Gardner from Gurley to Iron Springs
- Sierra Vista Drive, Barranca Drive, and Pine Drive
- Sierry Peaks Drive

The City is permitted, pursuant to Section 1-27-9(C) of the City Code, to purchase services under another publicly bid Contract, at its discretion and with the agreement of the awarded Vendor. This contract will utilize the cost competitive procurement process completed by Maricopa County. The County entered into Contract No. 180125-S with Southwest Slurry Inc, Dated November 29, 2017, with one Amendment signed April 8, 2019 extending the contract period to November 30, 2022.

SCHEDULE

Pending contract award, the milestones have been identified:

Award of Contract	September 13, 2022
Notice to Proceed (NTP)	September 20, 2022
Commence Construction	September 22, 2022
Project Substantial Completion	October 28, 2022

FINANCIAL IMPACT

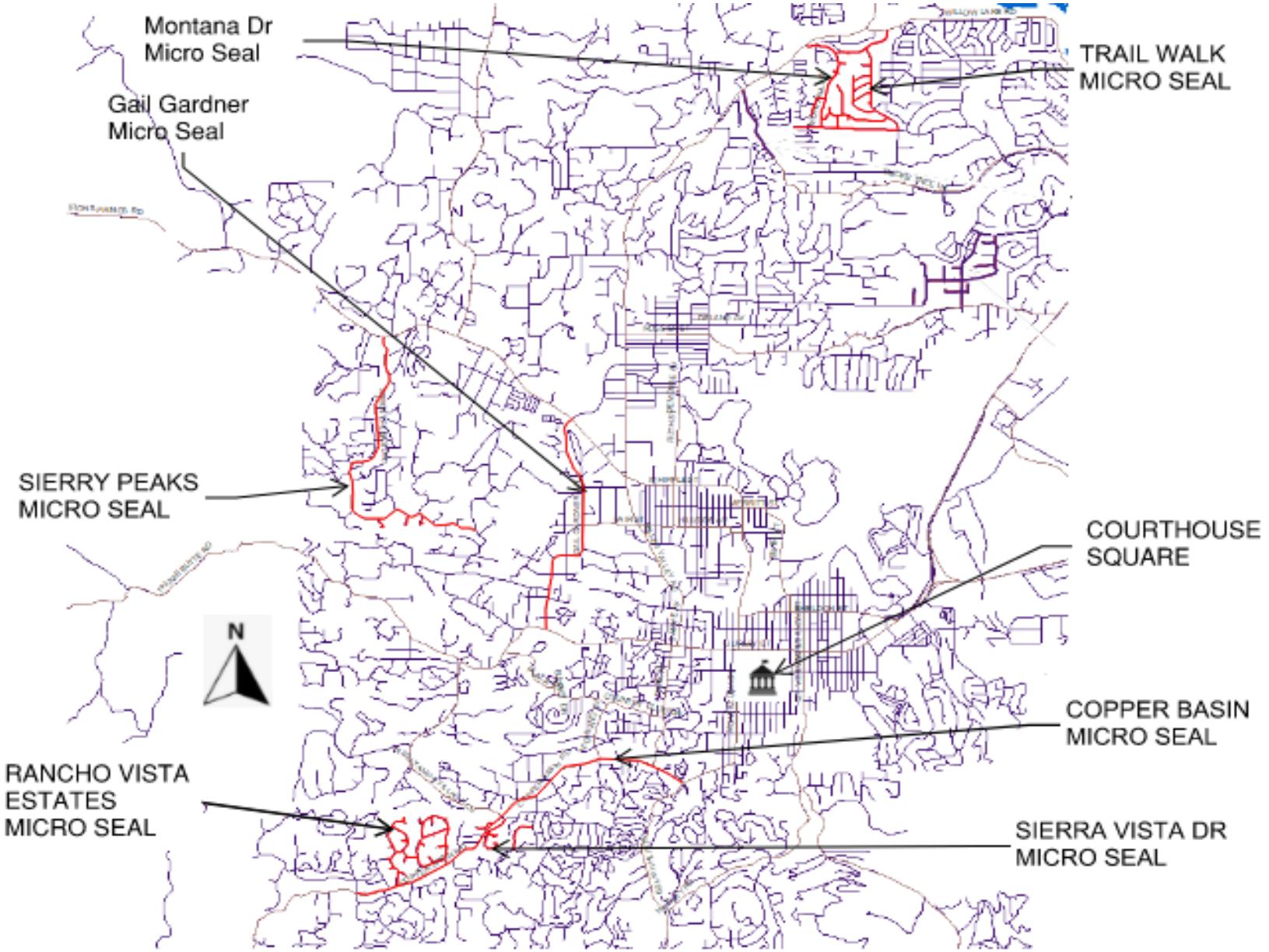
Funding for this contract is budgeted in FY23 and available in the Streets Fund.

Recommended Action: MOVE to approve City Contract No. 2023-032

ATTACHMENTS

1. VICINITY MAP.pdf
2. Southwest Slurry Seal proposal for micro seal.pdf

FY23 PAVEMENT PRESSERVATION - MICRO SEAL PHASE 1



CITY OF PRESCOTT
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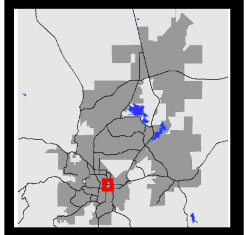

FY23 PAVEMENT PRESSERVATION - MICRO SEAL PHASE 1
VICINITY MAP

This map is a product
of
The City of Prescott

NOT TO SCALE

This document is a graphic representation only of best available sour
The City of Prescott assumes no responsibility for any err

Southwest Slurry Seal, LLC

22855 NORTH 21ST AVENUE, PHOENIX, ARIZONA 85027
TELEPHONE: 623-582-1919, TUCSON 520-323-2503, FAX 623-434-8805
Arizona License # ROC081093 A:, #ROC06977 A-14 Commercial, ROC 055425 C-13 Residential – Bonded, Insured

Proposal

Proposal submitted to:	City of Prescott	Phone:	928-350-5418	Date:	August 17, 2022
Street	433 N Virginia St	Job Name:	City of Prescott Micro Seal		
City State and Zip	Prescott AZ 86301	Job Location:	City of Prescott		
Requested by:	Jerry Greenfield	Fax:			

We hereby submit specifications and estimates for:

The preparation and resurfacing of various streets in the City of Prescott.

DESCRIPTION OF WORK:

1. Install type 3 Micro surfacing to various streets in the City of Prescott as required by the City of Prescott. All materials and requirements shall be as specified in MAG standard specifications.

ASPHALT PATCHING

Remove and replace 435 SY of deteriorated areas to a depth of 2" and replace with hot mix asphalt.

70 small patches or 435 SY @ $72.00 per SY = **$31,320.00**
Traffic Control - **$5000.00**

MICRO MILLING

Edge mill the length of Copper Basin Rd x 6'each side of the road.

17,420 SY @ $2.55 per SY = **$42,421.00**
Traffic Control - **$16,750.00**

MICRO SURFACING:

219,200 SY @ 5.60 per SY = **$1,227,520.00**

PAVEMENT MARKINGS:

Obliteration of Existing Thermoplastic **$9,000.00**
Replacement of Existing Pavement Markings **$34,120.00**

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

ONE MILLION THREE HUNDRED SIXTY-SIX THOUSAND ONE HUNDRED THIRTY-ONE AND 00/100----*Dollars($1,366,131.00)*
These prices INCLUDE sales tax.

Payment to be made as follows:
AS PER MARICOPA COUNTY CONTRACT

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

Authorized
Signature: Richard Francis
Richard Francis, President

If accepted please sign, date and return this copy to Southwest Slurry Seal; retain copy for your files

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

Date of Acceptance: _____ Signature: _____

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CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Public Works**

AGENDA ITEM: Approval of Multiple Contracts for the Streets Division Snow Equipment Facility as Follows: 1) City Contract No. 2023-026 with Danson Construction, LLC, for the Construction of the Streets Division Snow Equipment Facility in an Amount not to Exceed $2,437,789.85; and 2) City Contract No. 2022-082A2, an Amendment to City Contract No. 2022-082 with Kimley-Horn for Post-Design Services in the Amount of $69,210.00. Funding is Available in the Streets Fund.

ITEM SUMMARY

This item is to approve City Contract No. 2023-026 to Danson Construction, LLC. for the construction of the Streets Division Snow Equipment Facility in the amount of $2,437,789.85, and to approve City Contract No. 2022-082A2, an amendment to City Contract No. 2022-182 with Kimley-Horn for Post Design Services in the amount of $69,210.00. The location of the project is shown on the attached vicinity map.

BACKGROUND

Item No. 1 - Construction Services:

As the Sundog Wastewater Treatment Plant (SWWTP) at 1500 Sundog Ranch Road is being centralized into the Airport Water Reclamation Facility, portions of the SWWTP will be decommissioned. The Streets Maintenance Division will be incrementally relocating their operations to vacated portions of the SWWTP. This is necessary to improve the operational efficiency of the transfer station, where the Street Maintenance Division is currently located, due to insufficient space for a growing operation at the transfer station. The relocation of Street Maintenance Division will be constructed in phases. The first phase involved demolishing the four decommissioned concrete sludge beds and back-filling with crushed concrete and miscellaneous base material to develop a building pad.

This second phase of construction will involve construction of a concrete slab on grade and the

installation of the spreader racks and associated snow removal equipment. The design for this phase will provide for a building to be constructed in a subsequent phase to enclose the spreader racks and other snow removal equipment and materials, as well as protect City employees from inclement weather while gearing up for snow removal. The design incorporates worker safety features to prevent potential hazards such as slips and falls, hand and limb crushing points, and head bump and impact points, as well as protecting City assets.

Item No. 2 - Post Design Services:

On October 26, 2021, Council approved Contract No. 2022-182 in the amount of $123,750.00 with Kimley-Horn for design and other engineering services for the Streets Division Snow Equipment Facility. Bid ready plans and bid documents have been completed. That contract did not include post-design engineering services.

This item is to approve an amendment to the contract with Kimley-Horn, the Engineer of Record, in the amount of $69,210.00 for the post-design services necessary to complete the project.

Bid Results

The invitation for bids was publicly noticed on June 26, and July 3, 2022. On August 4, 2022, two bids were publicly opened for the project:

Company	**Location**	**Bid**
Danson Construction, LLC	Prescott, AZ	$2,437,789.85
TSG Constructors, LLC	Phoenix, AZ	$3,401,880.86
Engineering Estimate		$2,138,567.40

The City has received written confirmation of the bid from Danson Construction, Inc. Verification of license, bonding, references, and performance of past municipal projects have been verified and determined satisfactory. The bid is deemed responsive and responsible. There were mathematical errors in each bid which were corrected by staff. The errors did not affect the bid rankings.
Award of the low bid in the amount of $2,437,789.85 is recommended.

The City's standard contract for construction services will be used for this project.

Project Schedule

Per the contract, all work must be substantially complete within 150 calendar days of the Notice to Proceed. Pending contract award, the following milestones have been identified:

Award of Contract	August 23, 2022

Pre-Construction Meeting	Week of September 5, 2022
Notice to Proceed	Week of September 19, 2022
Expected Completion Date	Week of February 16, 2023*

*The completion date is predicated on no supply chain issues, which have been prevalent of late. Should there be materials delay, portions of this project may carry over into Fiscal Year 2024.

FINANCIAL IMPACT

This project is 130% over budget. Funding for this contract is budgeted in FY23 and available from the Streets fund. The $1.4 million budget shortfall can be made up by reducing the pavement preservation funding in FY23.

Recommended Action: 1) MOVE to approve City Contract No. 2023-026; and 2) MOVE to approve City Contract No. 2022-082A2

ATTACHMENTS

1. Post Design Services Scope and Fee.pdf
2. Vicinity Map.pdf

Kimley»Horn

August 04, 2022

Mr. George Henderson
Capital Projects Manager
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

Re: **Scope for Post Design Consulting Services: Streets Division – Snow Equipment Facility (CIP 2108-002)**

Dear Mr. Henderson:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this scope to the City of Prescott (City) to provide post design services for the Streets Division – Snow Equipment Facility (Project).

SCOPE OF ADDITIONAL SERVICES

Post Design services will be provided as described below.

TASK 1: POST DESIGN SERVICES

- Kimley-Horn will provide periodic construction observation through the duration of the project. Assume 4 hours per week for 20 weeks.
- Kimley-Horn will attend the following meetings
  - Weekly Construction Progress Meetings (Assume 20)
- Kimley-Horn will review shop drawing submittals (Assume 12) for conformance with the Construction Documents.
- Kimley-Horn will respond to reasonable and appropriate Contractor requests for information (RFIs) during construction. Kimley-Horn will issue necessary clarifications and interpretation of the Construction Documents as appropriate (Assume 10).
- Kimley-Horn will inspect, prepare and submit required forms for concrete, bolts installed in concrete, reinforcing steel, high-strength bolting, structural steel, and electrical.
- Kimley-Horn will provide survey services, using our survey subconsultant, for the collection of as-built construction data (Task 2).
- Kimley–Horn will review as-built data for substantial conformance with the approved plan set and prepare Record Drawings in accordance with City General Engineering Standards (Dated 7/16). Kimley-Horn will submit one (1) mylar copy, three (3) bond copies and an electronic copy to the City.

SUBCONSULTANT SERVICES

TASK 2: CONSTRUCTION AS-BUILT SURVEY

The Kimley-Horn survey subconsultant will prepare a construction as-built survey for the project location. The subconsultant shall perform the survey for record drawing production. The surveyor will work with the Contractor to achieve survey shots on exposed fittings or offset marking provided by the Contractor.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 thru 2 for the total lump sum labor fee below. Individual task amounts are for information only. All permitting, application and similar project fees will be paid direction by the City.

Task 1 Post Design Services	$61,460
Task 2 Construction As-Built Survey	$6,200
Total Lump Sum Fee	$67,660
Expenses	$1,550
Total Contract	**$69,210**

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: James Warne, PE
Project Manager

Appendix A – Subconsultant Proposals

City of Prescott
Street Division Snow Equipment Facility - Post Design

Kimley»Horn

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest $1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS		BILLING RATE/HOUR		TOTAL
Project Manager	40	$	220.00	$	8,800
Sr. Engineer	88	$	200.00	$	17,600
Project Engineer/Sr. Designer	110	$	160.00	$	17,600
Engineer/Designer	78	$	130.00	$	10,140
Technician/Drafter	52	$	110.00	$	5,720
Administrative	16	$	100.00	$	1,600
	384	Hours			
			Subtotal Kimley-Horn Design Base Fee	$	61,460

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm		Cost	Compensation Method	
Task 2 - Construction As-Buillt Survey	$	6,200	Lump Sum	
		Subtotal Estimated Outside Services		$ 6,200

ALLOWANCES

Owners Allowance	$	-	
			$ -

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses	$	1,550	
		Subtotal Estimated Expenses	$ 1,550

TOTAL PROJECT LUMP SUM COST **$ 69,210**

Consultant Firm Signature

08/04/2022
Date

City of Prescott

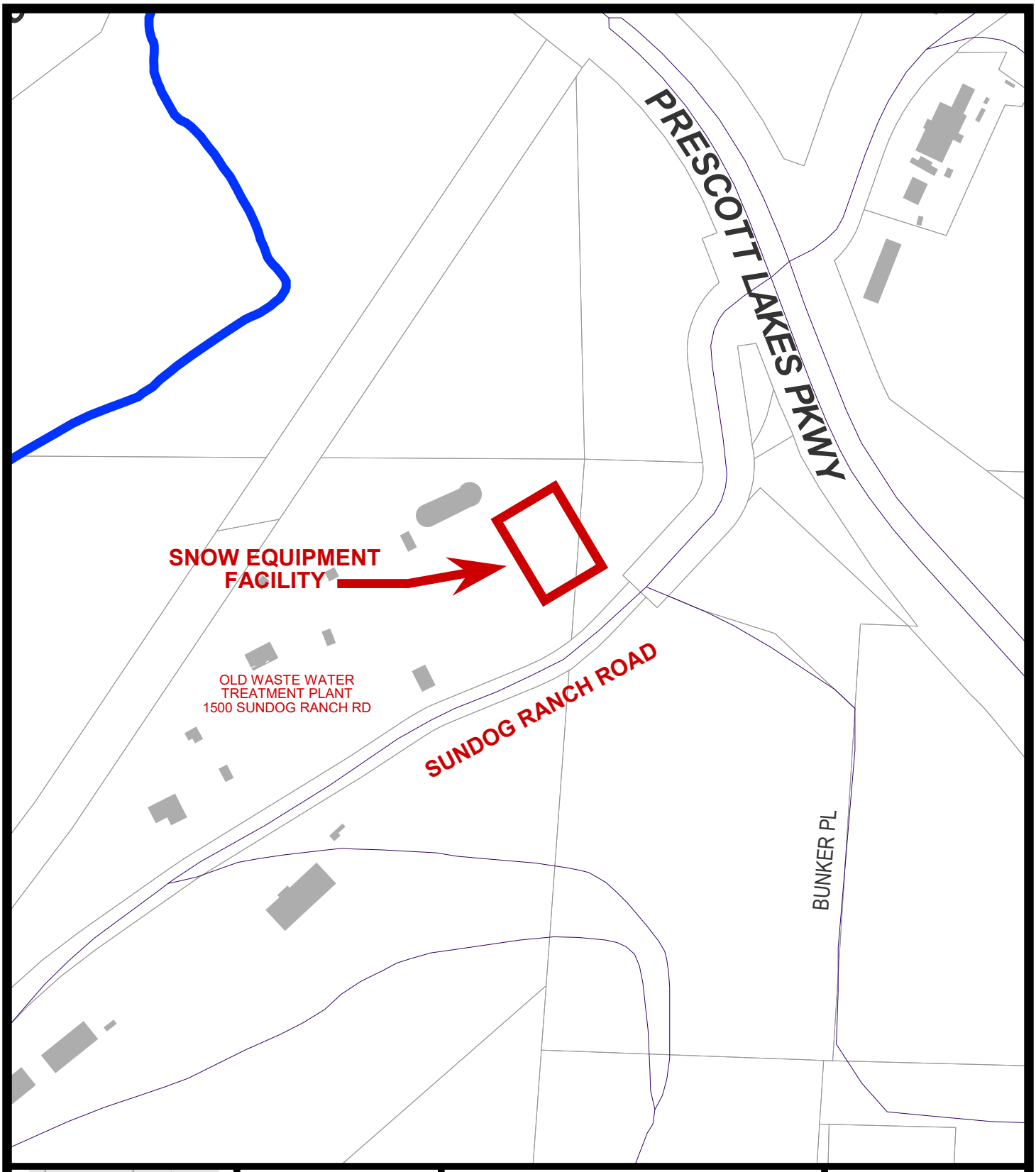
Street Division Snow Equipment Facility - Post Design

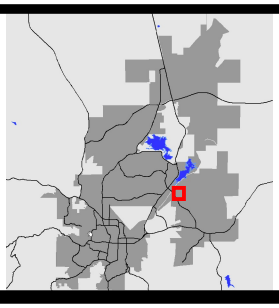
WORK HOURS

Kimley»Horn

ESTIMATED STAFF HOURS

TASK		PM	Sr. Engr	PE/Sr. Designer	Engineer/Designer	Tech/ Drafter	Admin	Total	Cost
		$ 220.00	$ 200.00	$ 160.00	$ 130.00	$ 110.00	$ 100.00		1.00
Task 1 Post Design Services									
	Construction Administration (4 hours per week / 20 weeks)	10	40	20	10			80	$ 14,700
	Respond to Request for Information (assume 10)	2	8	2	8	20		40	$ 5,600
	Review Construction Shop Drawing Submittals (assume 12 @ 4 hours each)		12	36			6	54	$ 8,760
	Weekly Construction Meetings (20 weeks)		20		6			26	$ 4,780
	Special Inspections (assume 12)	26		40	54		6	126	$ 19,740
	Record Drawings	2	8	12		32	4	58	$ 7,880
Subtotal Task 1 Post Design Services		40	88	110	78	52	16	**384**	**$ 61,460**
Task 2 Constuction As-Built Survey									
	Survey Control	**See Appendix A for Proposal**						-	$ 1,200
	Record Drawing Survey							-	$ 5,000
Subtotal Task 2 Constuction As-Built Survey		-	-	-	-	-	-	-	**$ 6,200**
Direct Expenses									
	Mileage (12 Round Trips Phoenix to Prescott)							-	$ 1,300
	Expenses							-	$ 250
Totals		**40**	**88**	**110**	**78**	**52**	**16**	**384**	**$ 69,210**





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STREETS DIVISION
SNOW EQUIPMENT
FACILITY

VICINITY MAP

This map is a product of
The City of Prescott

0' 1" = 300'

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 09-13-22

DEPARTMENT: Public Works

AGENDA ITEM: **Approval of Multiple Contracts for the Juniper & Karen Drives Water Main Replacement Project as Follows: 1) City Contract No. 2023-027 with Asphalt Paving and Supply, Inc., in the Amount of $3,507,570.00; and 2) City Contract 2018-118A5, an Amendment to City Contract No. 2018-118 with Shepard-Wesnitzer Inc., for Post-Design Services in the Amount of $90,930.00. Funding Is Available in the Water Fund.**

ITEM SUMMARY

This item is to approve City Contract No. 2023-027 with Asphalt Paving and Supply, Inc., for construction of the Juniper and Karen Drives Water Main Replacement Project in the Amount of $3,507,570.00, and to approve City Contract 2018-118A5, an Amendment to City Contract 2018-118 with Shepard-Wesnitzer Inc., for Post-Design Services in the amount of $90,930.00. The location of the project is shown on the attached vicinity map.

BACKGROUND

The City currently provides water to 67 residents that reside within and adjacent to Juniper Vista Subdivision. This subdivision is located along Senator Highway south of Haisley Road. These homes are served by a 2” galvanized water main with a small pump station located on Northwood Loop and a 6000-gallon water tank on Upper Sky Terrace Drive.

To meet the basic infrastructure needs of providing fire protection and safe, adequate drinking water for the City’s residents and businesses, the City annually budgets funds for the replacement and upgrade of small, undersized, and aging water mains. These mains are typically 3” or less in diameter, and are often constructed of galvanized steel. These lines typically require more maintenance. In some instances, looping of dead-end segments is also included in the project to enhance both water quality and flow for fire suppression. Replacement of these lines improves the reliability of the water system for customers and helps to reduce maintenance costs and water loss.

This project will extend a new 12” water main along Senator Highway from Nathan Lane to Karen Drive. Both Juniper and Karen Drives will have new 8” water mains with fire hydrants installed that will replace the existing 2" galvanized water main. Once completed, the existing pump station and tank will be removed since they will no longer be needed.

Procurement

The invitation to bid was publicly notified on June 26, 2022, and July 3, 2022. On July 28, 2022 two bids were publicly opened:

Company	Location	Bid Amount
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	$3,507,570.00
Sellers & Sons, Inc.	Buckeye, AZ	$4,471,318.00
Engineer’s Estimate		$2,517,695.00

The City has received written confirmation of the from Asphalt Paving & Supply, Inc. Verification of license, bonding, references, and past performance of previous municipal projects have been verified and determined satisfactory. Based on this information, the bid is deemed responsive and responsible.

Award of the low bid in the amount of $3,507,570.00 is recommended.

The City’s standard construction contract will be used for this project.

Project Schedule

Per the contract, all work must be substantially complete within 280 calendar days of the Notice to Proceed. Pending contract award, the following milestones have been identified. Please note that due to supply chain issues the notice to proceed will extended into calendar year 2023:

Award of Contract	August 23, 2022
Pre-Construction Meeting	February 02, 2023
Notice to Proceed (NTP)	February 06, 2023
Expected Completion Date	October 13, 2023

FINANCIAL IMPACT

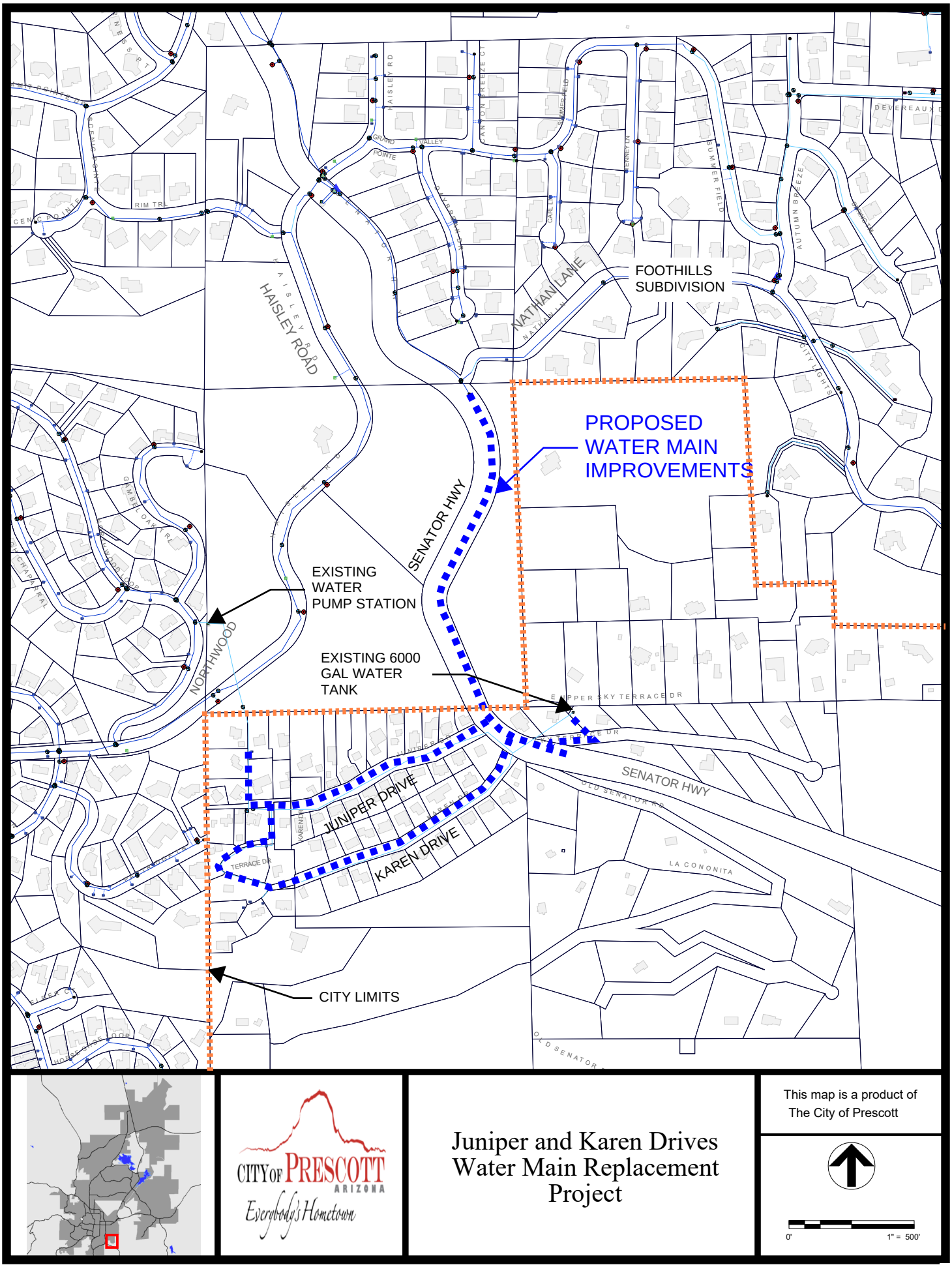
Funding for this contract is budgeted in FY23 and FY24 from the Water Fund. Additional funding

required from budgeting overage is made available from delaying or eliminating other CIP projects.

Recommended Action: 1) MOVE to approve City Contract No. 2023-027; and 2) MOVE to approve City Contract No. 2018-118A5

ATTACHMENTS

1. Juniper and Karen Drives_Water Main Replacement_Project - Map.pdf
2. SWI Post Design Services Proposal.pdf



CITY OF PRESCOTT
ARIZONA
Everybody's Hometown

Juniper and Karen Drives Water Main Replacement Project

This map is a product of The City of Prescott

0' 1" = 500'

Shephard Wesnitzer, Inc.

75 Kallof Place
Sedona, AZ 86336

P.O. Box 3924
Sedona, AZ 86340

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928.282.2058 fax

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EXHIBIT A

Scope of Services for the
FY 20 Juniper Vista Area
Small Water Mains Replacement Project
Construction Phase Services
SWI #17053; City of Prescott CIP #1809-002

Shephard-Wesnitzer Inc. – Prepared June 13, 2022

PROJECT OVERVIEW

The City of Prescott will be entering into a contract for consulting engineering services for the purposes of construction phase services for the **FY 20 JUNIPER VISTA AREA SMALL WATER MAINS REPLACEMENT PROJECT**.

The project will require pre-bid, pre-construction and monthly construction meetings, construction observations, as-built services, plan red line review, re-design for unforeseen conditions, RFI's, record drawings, field survey, as-built submittals, and final Engineers Certification to YCDS and preparation of the final as-builts (record drawings) for submittal to the City.

1. Submittal for Agency Review
SWI shall prepare the YCDS submittal with supporting documents for the waterline replacement Application for Approval to Construct. The City is responsible for the cost of the permitting.

2. Update Engineer's Opinion of Probable Cost (EOPC)
SWI shall update the EOPC using best available information as obtained from current bid tabs and collaborating with contractors to obtain current pricing.

3. Construction Pre-Bid Meeting
SWI shall attend the construction Pre-Bid Meeting and prepare addenda as necessary for project clarifications separately for each project. The City will conduct the meeting and prepare the meeting agenda and minutes. The City will also prepare any necessary addenda with technical assistance (changes to plans/specifications) by SWI.

4. Pre-Construction Meeting
SWI shall attend the Pre-Construction meeting and address any design questions presented by the Contractor. The City will conduct the meeting and prepare the agenda and minutes.

5. Monthly Progress Meetings

The City and SWI will meet on an as-requested basis during the design process to discuss the project status and any pertinent issues. Coordination meetings will continue for the duration of the project. SWI has budgeted nine (9) (based on a 9-month schedule) construction phase and utility coordination meetings for the project. Separate meetings with individual business or property owners are not anticipated.

6. Consultation Phase Services

Construction Phase services under this contract will include the bidding phase per Task 3 above (bid docs, pre bid meeting, addendums, pre award meeting) and the Task 4 pre-construction conference. A Contract Amendment will be taken to City Council for award of Post Design Services for the construction phase of the project, including but not limited to construction observations, construction meetings, as-built services, plan red line review, re-design for unforeseen conditions, RFI's, record drawings, field survey, as-built submittals, and final Engineers Certification to YCDS and preparation of the final as-builts (record drawings) for submittal to the City.

The City will organize and chair all the bid and construction phase meetings.

Pre-Bid and Pre-Construction meeting agendas and minutes will be the responsibility of the Contractor or the City.

End of the Scope of Services for the FY20 Juniper Vista Area Small Water Mains Replacement Project Post Phase Services

Prepared by: **Shephard Wesnitzer, Inc.**
Arthur H. Beckwith, PE
Vice-President

Attachments: SWI Scope/Fee Spreadsheet

CIP # 1809-002
PROJECT NAME: JUNIPER VISTA AREAS SMALL WATER MAINS REPLACEMENT PROJECT
DATE PREPARED: JUNE 13, 2022
SWI Project Number 17053.002

PROJECT TASKS & HOURS - EXHIBIT A
JUNIPER VISTA AREAS SMALL WATER MAINS REPLACEMENT PROJECT

	Contract Task/Phase	SWI STAFF HOURS: E-5 $ 190	EIT/CADD Designer $ 120	Surveyor $ 105	Clerical $ 65	Total Man Hours	Total Labor Cost	Subtotals
	CONSTRUCTION PHASE SERVICES - SWI TASKS							
	TASK 1 Submittal for Agency Review							
	Prepare Application for Approval to Construct	8	4			12	$ 2,000	
								$ 2,000
	TASK 2 Update Engineer's Opinion of Probable Cost							
	Update EOPC	8	4			12	$ 2,000	
								$ 2,000
	TASK 3 Pre-Bid Meeting							
	Attend Pre-Bid Meeting	2		2		4	$ 590	
								$ 590
	TASK 4 Pre-Construction Meeting							
	Attend Pre-Construction Meeting	2		2		4	$ 590	
								$ 590
	TASK 5 Weekly Progress Meetings							
	Attend Weekly Progress Meetings during Construction (based on 9 month schedule)	24		80		104	$ 12,960	
								$ 12,960
	TASK 6 Post-Design Consultation Services							
	Field Meetings & Construction Observations, QC, Documentation(10 hrs/week @ 40 weeks)	60	60	150	16	286	$ 35,390	
	Submittal Reviews (up to 10) & Respond to RFI's (up to 10 RFI's)	32				32	$ 6,080	
	As-built Survey	4	40	80		124	$ 13,960	
	Prepare Record Drawings & Final Certification/Close Out Includes YCES submittals for ATO	16	40		8	64	$ 8,360	
								$ 63,790
	TOTAL SWI LABOR HOURS & FEE - CONSTRUCTION PHASE	**156**	**148**	**314**	**24**	**642**	$ 81,930	**$ 81,930**
	Contract Allowance @ 10%							**$ 8,000**
	Reimbursable Expenses Allowance							**$ 1,000**
	TOTAL FOR CONSTRUCTION PHASE SERVICES INCLUDING CONTRACT ALLOWANCE AND REIMBURSABLE EXPENSES							**$ 90,930**

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Public Works**

AGENDA ITEM: **Approval of City Contract No. 2023-044 for the Purchase of Three (3) GridSmart Video Detection Systems & Data Collection Modules from Clark Transportation Solutions in the Total Amount of $49,423.86. Funding is Available in the Streets Fund.**

ITEM SUMMARY

This item is for the purchase of three GridSmart Video Detection Systems and Data Collection Modules from Clark Transportation Solutions to replace systems that were intended for use on the Willow Creek Road Corridor and instead installed on Whipple Street at two traffic signal intersections at Ruth Street and Division Street; and on Montezuma Street at the Merritt Avenue intersection. The systems were installed on Whipple Street and Montezuma Street in July to upgrade the existing in-ground loops to video detection, improving traffic signal efficiency and in preparation for future pavement maintenance work.

BACKGROUND

The GridSmart Video Detection Systems consist of one deo camera, processor, hardware, cables and bracket required to provide video detection at one intersection. Each system also includes a data collection module which collects traffic volume and turn movement counts in real time, 24 hours a day, 7 days a week. Three of these systems are being purchased to replenish the existing inventory originally intended for use on the Willow Creek Road Corridor and instead used to improve the following locations.

Whipple Street @ Division Street

Whipple Street @ Ruth Street

Montezuma Street @ Merritt Avenue

The GridSmart Video Detection Systems upgrade the existing in-ground loops by providing coverage of all approach lanes, bike lanes and sidewalks while allowing fully customized detection zones. This upgrade is needed to allow the intersections to operate more efficiently by monitoring all legs and lane approaches, which is currently not being done with the in-ground loops. The detection will also provide the traffic data inputs needed to allow these intersections to be interconnected in the future and operated as a timed system. The upgrade to Whipple Street and Montezuma Street also eliminates the need to coordinate the detection upgrades with planned future pavement maintenance work, simplifying project management.

With this purchase and three new installations recently completed, the city now has 20 systems installed and will have an inventory for a total of 24.

The product offers the following features:

Real-time data from multiple approaches with a single camera/sensor.

Data gathering using the GridSmart cabinet-mounted module, providing continuous traffic volume, turn movement data collection, and allowing access to reports and traffic data.

Virtual pan-tilt-zoom (PTZ) for the entire intersection.

The device is proprietary and is distributed in Arizona exclusively through Clark Transportation Solutions.

FINANCIAL IMPACT

The GridSmart Video Detection Systems and Data Collection Modules are being purchased using pricing from the competitively bid MCDOT Contract No. 20125-C. Funding is available in the FY23 budget from the Streets Fund.

Recommended Action: **MOVE to approve City Contract No. 2023-044**

ATTACHMENTS

1. Clark Tranportation Services Quote 13712 - 3 Gridsmart Video Detection Systems 8-18-2022.pdf

Quote

CLARK Transportation Solutions
20827 N. Cave Creek Rd., Suite 105
Phoenix AZ 85024
Ph: (480) 347-9765 Fax: (480) 284-7628

Date	Quote #
Aug 18, 2022	13712

Name / Address
BRYAN WOODS CITY OF PRESCOTT 433 N. VIRGINIA PRESCOTT AZ 86301 EMail: BRYAN.WOODS@PRESCOTT-AZ.GOV

Rep
SCOTT CLARK

Project
PRESCOTT DETECTION - AUG 2022

Qty	UM	MFG	Type	Part Number	Price	Total
3	E	CLARK		GS-3-GS2 DUAL CAMERA GS2 PROCESSOR, 1U	$15,170.00	$45,510.00
3	E	CLARK		GS-2-TS2-OPT TS2 (SDLC) IO CONTROLLER FOR GS2 PROCESSOR	(included)	-
3	E	CLARK		GS-3-SMK BELL CAMERA, SMART MOUNT KIT INCLUDING JUNCTION BOX, EPM, 10FT X 3FT POLE	(included)	-
3	E	CLARK		GS-3-TEN 1.9" TO 4.5" TENON BRACKET	(included)	-
3	E	CLARK		GS-3-PFM PERFORMANCE MODULE FOR COUNTS, SIGNAL PERFORMANCE MEASURES	(included)	-

Subtotal:	$45,510.00
AZ STATE TAX @ 6.3%	$2,867.13
PHX CITY TAX @ 2.3%	$1,046.73
Total Tax:	$3,913.86
TOTAL:	$49,423.86

Notes:

PRICING BASED ON COMPETITIVELY BID CONTRACT MCDOT 200125-C WITH VOLUME DISCOUNT

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Recreation Services**

AGENDA ITEM: **Approval of City Contract No. 2023-054 for the Purchase of One Hundred Fifty (150) 2022 Club Car Tempo L1 Golf Carts and One (1) CAF'E Express Beverage Cart from Club Car LLC using the Indigo Golf National Account at a Net Cost of $577,200.50 Plus Applicable Taxes. Funding is Available in the Recreation Services Budget.**

ITEM SUMMARY

The Recreation Services Department is requesting authorization to purchase one hundred fifty (150) 2022 Club Car Tempo LI golf carts and one (1) CAF'E Express beverage cart using the Indigo Golf National account for rental at the Antelope Hills golf course. The City's standard construction contract will be used for this matter.

BACKGROUND

The Recreation services Department is responsible for purchasing and maintaining the golf carts for the Antelope Hills golf courses. The golf carts are essential to daily operations of the golf course, providing costumers with transportation while playing a round of golf. Revenue from golf cart rentals at Antelope Hills in FY 2022 was $638,262.00.

- The industry standard for useful life, wear/ tear and component failure on golf carts is four years, the cart fleet at Antelope Hills is over five years old.
- The purchase price is inclusive of a $490,750.00 credit for the trade-in of the existing cart fleet
- The quote includes lithium battery technology increasing battery life and reducing the weight of the carts.
- We are increasing the number of carts from 130 to 150 in order to reduce or eliminate supplemental carts needed during the peak season.
- Club Car has included a 5 year warranty on the lithium batteries

FINANCIAL IMPACT

Funding is available in the Recreation Services FY23 Capital General Fund Budget.

Recommended Action: **MOVE to approve City Contract No. 2023-054**

ATTACHMENTS

1. 2022 TEMPO LI FLEET 8 REVISED.pdf

Club Car, LLC
4125 Washington Road
Evans, GA 30809
www.clubcar.com

Customer Quote

Bill To:	**Ship To:**
City of Prescott-AZ ANTELOPE HILLS GOLF COURSE 1 PERKINS DR PRESCOTT, AZ 86301-8458 USA	ANTELOPE HILLS GOLF COURSE 1 PERKINS DR PRESCOTT, AZ 86301-8458 USA

Req Ship Date: 4/6/2022 **Quote#:** 1-1QLZ0ZA **Quote Effective From:** 8/9/2021 **Quote Effective Through: 10-31-2021** **Payment Terms: Capital Purchase**	**Sales Contact:** Scott Summers **Sales Contact Email:** scott_summers@clubcar.com **PO:** **Currency:** USD **F.O.B. Terms:** FOB Augusta GA

Comments:
Note: Lead Time for New Car Orders currently running approximately (8) eight months after signed proposal; and all necessary credit approvals with executed PO from Finance or Lender.

Proposal is based on Net of Trades and Trade In vehicles must be verified with complete list of serial numbers confirming (130) Used 2018 EZ GO Lithium TXT trades. If trade make, model, year are inaccurate proposal must be re-quoted. Proposal is based on all (130) 2018 EZ Go Txt Lithium cars being free of all liens and encumbrances, and no amounts outstanding or owed at time of new car delivery. Cars must be in fleet running condition, and each car must have one working charger. Cars must be intact with all accessories (normal wear and tear accepted). Cars not operating, missing equipment, wrecked, or with excessive damage will be charged back to City of Prescott accordingly per the attached Returns Rider on this proposal.

SPECIAL CONSIDERATIONS: Per Indigo National Account Status with the lease or purchase of 150 new Tempo Li Golf Cars Club Car, LLC will provide and include at no charge (1) 2022 New CAFÉ Express unit at No Charge to Antelope Hills Golf Course. Value of $25,000.00.

Name			**Quote Number**		
Li Cars (150)			1-1QLZ0ZA		
Product	**Part Number**	**Ext Qty**	**List Price**	**Net Price**	**Extended Price**
Tempo Lithium Ion 2 Passenger w/B&S Pack	47680179001	150	$12,172.00	$7,668.36	$1,150,254.00
Platinum Color Car	47605277003	150	$0.00	$0.00	$0.00
Beige Seat	102539601	150	$0.00	$0.00	$0.00
Installation Motor Controller Unit 375A	47687930001	150	$60.00	$36.00	$5,400.00
Lithium Ion battery Gen II installation	47682951001	150	$0.00	$0.00	$0.00
Standard Wheel Cover	102536504	150	$0.00	$0.00	$0.00
Shelf charger 650W, 9' DC Cord	47631087001	150	$0.00	$0.00	$0.00

Kenda Hole-N-1 18x8.50x8 4 Ply Steel Wheel(Front)	103950901	150	$0.00	$0.00	$0.00
Silver Club Car Nameplate	47605591002	150	$0.00	$0.00	$0.00
Kenda Hole-N-1 18x8.50x8 4 Ply Steel Wheel (Rear)	103950921	150	$0.00	$0.00	$0.00
Standard Steering Wheel	102507311	150	$0.00	$0.00	$0.00
14.8 MPH	SWP123003	150	$0.00	$0.00	$0.00
6 ft AC Power Cord with US NEMA Plug	105138501	150	$0.00	$0.00	$0.00
CaddyMaster Cooler, 8 Qt, Driver Side	102589702	150	$93.00	$55.80	$8,370.00
Custom Logo, Cowl Front Center, Location 1	47607355001	150	$26.00	$15.60	$2,340.00
Rear Tow Plate	102570201	150	$60.00	$36.00	$5,400.00
Differential Guard	102551003	150	$40.00	$24.00	$3,600.00
2 Passenger Canopy with Handles - Black	104008003	150	$0.00	$0.00	$0.00
USED 18 EZ TXT LI	18ETLI	-130		$3,775.00	($490,750.00)
Clear Hinged Windshield Kit	105248701	150	$163.00	$97.80	$14,670.00
LED Display	LI_LED_DSPLY_2P	150	$0.00	$0.00	$0.00
Deluxe Info Holder (QTY 1)	47568987001	150	$27.00	$16.20	$2,430.00
Strut Mounted Sand Bottle (QTY 1)	47568988001	300	$55.00	$33.00	$9,900.00
Std Silver Domed Decal, Side of Body, Drvr Side, Loc 3	47606820403	150	$0.00	$0.00	$0.00
Std Silver Domed Decal, Side of Body, Psgr Side, Loc 6	47606820406	150	$0.00	$0.00	$0.00
USB Installation 48V	47560035002	150	$197.00	$118.19	$17,728.50
Inido Golf National Acct Additional DISC LITHIUM 2 B	COMP_LITH2B	150		($1,355.78)	($203,367.00)
Club Car Truck Freight Truckload Quantity	NC-CCT-TL	150	$0.00	$308.50	$46,275.00

Subtotal			**$577,200.50**
Sales Tax (assumed tax exempt Municipality)			0.00
Grand Total			**$577,200.50**

Financing Details

Finance Term: 60 MONTHS

Lease Payment: $69.52 per car per month. (150) Cars $10,428 per month total. Based on City qualifying for tax free municipal financing. Subject to Club Car Financial Services approval, and updated municipal rate at time of execution/delivery.

Financing: Municipal Financed Capital $1.00 out at end of term. It is assumed City entity wouldn't have any tax obligations associated with this lease, but this proposal is not inclusive of any applicable taxes. Financing is NET of Trades.

Terms and Conditions for Returning Vehicles or Trade-Ins

Sole Responsibility

City of Prescott/ Antelope Hills GC agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

All cars must be free of all liens and encumbrances.
All cars must be capable of running at least 9 holes of golf.
All cars must be the same quantity and year model as originally evaluated.
All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
All cars must have a working charger.
All cars must have four serviceable tires that retain proper air pressure.
All cars must steer properly in all directions.
All batteries must be free of corrosion, and properly filled with water.

City of Prescott/Antelope Hills GC agrees to pay the following charges if the below conditions are found upon Club Car's inspection of the returned cars:

Severely damaged or missing chargers	$ 200.00 per charger
Inoperable cars	$ 200.00 per car
Minor damage (damage to bodies, bumpers or seats)	$ 350.00 per car
Major damage (frame damage, wrecked cars, etc.)	$ 700.00 per car

©2016 Club Car, LLC. Club Car believes the information and specifications in this quote were correct at the time of printing. Specifications, standard features, options, fabrics and colors are subject to change without notice. Some features may be unavailable when your vehicle is built. Some vehicles are pictured with options that may be available at extra cost or may not be available on some models. Ask your dealer about the availability of options and verify that the vehicle you ordered includes the equipment you ordered. There are no warranties, expressed or implied, contained herein. See the Limited Warranty in the owner's manual or write to: Club Car, PO Box 204658, Augusta, GA 30917. The company reserves the right to make design changes without obligation to make these changes on previously sold units or systems. These vehicles are designed and manufactured for off-road use only. They do not conform to Federal Motor Vehicle Safety Standards for automobiles or to FMVSS 500 for low-speed vehicles, and are not equipped for operation on public streets, roads or highways.

This quote for products, equipment, and parts is subject to Club Car's Terms and Conditions of Equipment Sale, as revised or amended from time to time (the "Terms"). The Terms, which are incorporated into this quote by reference, are located at Terms and Conditions, and Customer hereby acknowledges receipt, review, and acceptance of the Terms. At Customer's written request, Club Car will mail Customer a copy of the Terms. Club Car hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by Customer.

Accepted By: _____

Company: _____

Title: _____

Date: _____

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 09-13-22

DEPARTMENT: Fire

AGENDA ITEM: **Approval of City Contract No. 2023-042 with Managing for Results LLC to Provide Professional Services for Strategic Plan Facilitation for Completion of the Fire Department Strategic Plan Update in the Amount of $34,990.00. Funding is Available in the Fire Department Fund.**

ITEM SUMMARY

The fire department is undergoing an update of the strategic plan. The first phase of the project was completed during FY22 and included establishing an updated organizational identity and affirming mission, vision, and values. The results of that are attached to this agenda item for council review. The second phase will establish metric-driven goals and objectives to connect the city and department budget to specific deliverables that will drive the fire department's workplan for the next three to five years. To accomplish this, staff has engaged Managing for Results, LCC to facilitate this phase of the project. The consultant was specifically chosen due to the approach the company uses to develop a portfolio based approach that integrates the plan into each fire department program and connects specific performance measures that connect to the overall strategic plan. In addition, the plan will establish a financial impact analysis that will serve as the foundation for future budget requests to ensure that plan projections are fiscally sound.

BACKGROUND

The department's accreditation with the Commission on Fire Accreditation International (CFAI) requires that the Prescott Fire Department operates under a council adopted strategic plan. More importantly, the department uses its strategic plan to prioritize organizational resources, develop program workplans, and measure the impact of the department's budget allocation. Therefore, the strategic plan serves as the primary mechanism for departmental decision-making and is used, along with the budget, to ensure fiscal accountability and transparency at the program and department level. The department began integrating these practices when preparing for its initial accreditation award in 2020. Since then, the department has made significant progress to improve its data collection at the program level. However, significant work remains to integrate outcome-based performance measures to

the level of program delivery. The engagement of Managing for Results, LLC is expected to accomplish this objective by renewing the department's strategic plan and implementing improved annual program appraisals that connect these activities with departmental goals and objectives. These appraisals will drive annual budget formulation at the beginning of each fiscal year and frame the performance measurement of the annual fire department report to council.

FINANCIAL IMPACT

The total cost of the project is not to exceed $34,990.00 which is currently budgeted in the Fire Department General Fund.

Recommended Action: **MOVE to City Contract No. 2023-042**

ATTACHMENTS

1. PFD Core Identity and Purpose.pdf
2. Managing for Results, LLC - Professional Services Contract.pdf

Prescott Fire Department

Our Core Identity and Attitude

Community First
Driven by Excellence
Courage, Grit, and Duty

Our Shared Values and Beliefs

Professionalism
Competence
Compassion
Trust
Collaboration
Integrity
Leadership
Innovation
Fun
Humility
Ownership

Mission - Our Purpose

Mitigate the community's risk through service, excellence, and compassion

Vision – Our Aspiration

A community partner that instills pride, supports our people, leads the region, and proactively solves public safety challenges

Professional Services Agreement

Strategic Business Plan Project for Prescott Fire Department

Contract No. 2023-042

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

WHEREAS, the Prescott Procurement Code allows for direct selection of professional services; and

WHEREAS, MANAGING RESULTS, LLC, a Colorado Corporation, (hereinafter referred to as "Professional"), has expertise in providing consulting services to facilitate development of Strategic Business Plans for fire departments.

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

1. That Professional shall provide the services to the City in relation to the Strategic Business Plan Project as indicated in Exhibit "A" (Request for Statements of Qualifications, Statement/Proposal, and Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of September 13, 2022) and as requested by the City Fire Chief (hereinafter referred to as "Fire Chief").
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit "A".
5. The term of this Agreement shall be for a period of six (6) months, commencing on a fully executed contract.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.

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

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

Fire Chief	Jeremy Stephens
City of Prescott 201 S. Cortez Street Prescott, Arizona 86303	Managing Results, LLC P.O. Box 746 Gunnison, CO 81230

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

11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.

12. (A) The City shall pay to Professional a total sum of thirty four thousand nine hundred ninety dollars and zero cents ($34,990.00) for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A".

    (B) The foregoing sum includes payment for any and all services to be rendered by Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or sub-contractors retained by the Professional.

    (C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge, and City shall pay Professional in accordance with Exhibit "A".

    (D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Professional and shall apply to those monies to the appropriate accounts.

Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City for the fee due the Professional, based upon completed tasks for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within fifteen (15) days of the date of their receipt.

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

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

15. All work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies, and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.

16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

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

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

20. Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees, and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have

against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

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

22. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Fire Chief. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

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

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

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

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

    (F) If the Professional claims that any instructions involve extra cost under this Contract, it shall give the Fire Chief written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Professional shall do such extra work therefore upon receipt of an accepted Contract Amendment or other written order of the Fire Chief and in the absence of such Contract Amendment or other written order of the Fire Chief, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Fire Chief to proceed with the work. All Contract Amendments must be approved by the Fire Chief. Contract Amendments over $25,000.00 must be approved by City Council.

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

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

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

General Aggregate	$ 2,000,000
Products – Completed Operations Aggregate	$ 2,000,000
Personal and Advertising Injury	$ 1,000,000
Each Occurrence	$ 1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional."

2) Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

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

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

(G) Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

24. The Professional, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

25. Professional Immigration Warranty

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

    Under the provisions of A.R.S. § 41-4401, Professional hereby warrants to the City that the Professional and each of its sub-contractors ("Sub-contractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Professional Immigration Warranty").

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

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

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

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

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

26. Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

27. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.

28. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

29. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

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

Dated this _____ day of September, 2022.

City of Prescott, a municipal corporation:

_____
Philip R. Goode, Mayor

Managing Results, LLC:

_____
Jeremy Stephens (Signature)

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

_____
Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Young, City Attorney

Professional Services Agreement
Exhibit “A”

Prescott, AZ Fire Department

Proposal for a
Strategic Business Plan

Submitted: July 20, 2022

By:

Managing Results, LLC (MR)
P.O. Box 746
Gunnison, CO 81230
865 -567-5192
jstephens@managing-results.com

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Introduction

Managing Results, LLC. (MR) respectfully submits this proposal to the Prescott Fire Department for the development of a Strategic Business Plan. MR (formerly known as Weidner, Inc.) was founded in 1998 by Marv Weidner following more than 20 years of successful leadership in Iowa State government. From 2000 to 2012, the firm was located in Austin, Texas. In 2012, Marv and his late wife Marty Weidner moved to the Gunnison Valley in Southwest Colorado and rebranded the organization as Managing Results, LLC. (MR).

Over the past 24 years, MR has:

- Assisted over 100 entities - all levels of governance – military, federal, state, city, county, tourism and various tax supported not-for-profits (see http://managingresults.com),
- Facilitated over 36 jurisdiction-wide strategic plans and strategic plan updates,
- Facilitated over 1,800 Department Strategic Business Plans and Strategic Business Plan updates including numerous public safety and law enforcement agencies,
- Provided Performance Budget design and implementation services to departments and agencies that annually budget over $37 Billion connected to customer results,
- Facilitated customers' alignment and integration of individual performance with operational performance to successfully implement the organization's Strategic Plan and enhance morale, productivity and overall success,
- Assisted our organizational customers in change management related to implementing their Strategic Plans,
- Assisted our customers in delivering the communications necessary to implement these significant changes in their organization and tell their story of impact on the community.

MR's strategic planning framework supports the dynamic needs of executives and staff – it is replicable, scalable and sustainable. MR's tools have been continuously refined to help departments and agencies articulate their desired results with uncommon clarity. MR customers are able to successfully use Strategic Business Plans, performance measurement and reporting with a degree of consistency and scalability that enables decision-makers to make important trade-off choices in complex political environments – within budget restrictions.

The deliverable is much more than just a Strategic Business Plan. The process engages customers as well as "doers", focuses accountability for achieving results and provides the basis for professional development of staff. Moreover, its most critical benefit is that the process integrates the customer experience with the resources needed to achieve that experience and deliver results for the community. Too often there is a disconnect between the planning side of the house and the budgeting side of the house. MR crosses that bridge as well as provides for performance measurement across the organization. As one customer Fire Chief noted, "If you are managing using this process, you are leading and managing a public safety innovator for your community."

MR's proposal provides a process that reflects the level of focus and effort required to achieve best practices in leadership and staff engagement and the creation of a results-based Strategic Business

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Plan. An MR facilitated Department Strategic Business Plans provides for the following outcomes for departments and a powerful framework for:

- ✓ Involving Managers and Staff in the creation of their Department Strategic Business Plan
- ✓ Breakthrough thinking on how to achieve results for the Department's customers
- ✓ Proactively and prospectively assessing the environment and identifying the critical issues and trends the Department and its customers will be facing,
- ✓ Defining and setting measurable 2-5 year Strategic Goals/Results for the Department,
- ✓ Establishing the Mission of the Department,
- ✓ Creating customer focused, measurable results, output, demand and efficiency performance measures through a facilitated process,
- ✓ Consistently measuring and managing operational performance across the Department,
- ✓ Tying a level of service delivery to a level of performance and to a level of funding,
- ✓ Providing the information needed to both manage expectations up in the organization and performance down into the Department,
- ✓ Telling the Department's story of accomplishments to internal and external stakeholders,
- ✓ Consistent Focus on Results for Customers throughout the organizational culture.

Department Strategic Business Plans are developed in facilitated Retreats that engage executives, senior managers, program managers, firefighters and civilian staff. MR will facilitate the Retreats and sessions described below. At the conclusion of these Retreats, the Department will have a completed Strategic Business Plan that will guide the management of the Department over the next 2-5 years and can be used in maintaining accreditation status through CFAI.

Strategic Business Planning Approach and Methodology

MR brings a broadly tested and successfully implemented *Planning for Results* methodology to help Departments develop Strategic Business Plans. MR recommends the following steps to create a Strategic Business Plan for the Prescott Fire Department:

1. Review Plans and Documents provided by the Department and/or available on-line
2. Interview with Chief Durre
3. Initial Strategic Planning Retreat
4. Program Purpose Statements and Performance Measures Sessions
5. Final Strategic Planning Retreat
6. Quality Control Interim Review
7. Preparation and Delivery of Draft Strategic Business Plan Document

- ➢ *Review Plans and Documents provided by the Department and/or available on-line*

  MR will spend ½ day reviewing and analyzing information and materials (including the current Strategic Plan) to become familiar with the Department and to better understand the organizational history, accomplishments and values that have governed the PFD.

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- *Interview with Chief Durre*

  MR will interview Chief Durre. Topics covered will include what Issues and Trends the Chief believes Department customers and the Department will be facing over the next 2-5 years and beyond as well as what Strategic Results (Goals) the Chief believes are most important to achieve. The 90-minute Interview is essential preparation for the Strategic Business Planning Retreats.

- *Initial Strategic Business Planning Retreat*

  The Initial Retreat typically lasts for four days. The Department and MR will schedule a time and place for the Initial Retreat, and a Senior MR consultant will facilitate the retreat.

  Initial Retreat participants typically include the Chief and senior managers though additional staff may be included. This Planning Team should be limited in size, with no more than 12 participants in order to accomplish all of the tasks required in this amount of time. The products developed by the Planning Team in the Initial Retreat include the following:

  - *Assessment of the Future**– The issues and trends the Department and its customers will be facing over the next 2-5 years will be identified;
  - *Strategic Issue Statements* —Summarize in concise statements the most critical trends and issues on the horizon for the next 2- 5 years which will impact the Department's ability to achieve its mission and deliver services to its customers and the community. Between 5-10 Strategic Issue Statements will be developed;
  - *Strategic Results (Goals)*—Measurable, achievable "must do" imperatives, stated as results, to be accomplished in the next 2-5 years. These measurable, time specific Results and their related operational Program measures can be aligned to and integrated (where appropriate) with the City's Strategic Goals and Objectives where appropriate. No more than 5 Strategic Results are established;
  - *Inventory of Services*— This inventory is both concise and comprehensive, representing all the services provided by the Department. The inventory encompasses the Department's entire budget, including contracted Services;
  - *Program Structure*—Programs are delineated by grouping services by common purpose into Programs. Program will align the structure of the Department's operations to achieve the Strategic Results and facilitate the development of the Performance Based Budget. The current Program structure will be reviewed as this process is facilitated. *Note: The extent to which the Chief wants to take a look at how the department is organized will determine the facilitation approach to this portion of the Plan development process.*

  ** Over the last 23 years, MR has facilitated using an Assessment of the Future method focused on the Issues facing the Department and its customers. MR has found that this method is much more effective than a traditional SWOT analysis, which tends to be circular – a threat can also be an opportunity, etc. The Assessment of the Future is a more open process and articulation of the major change dynamics that are likely to influence how the Department achieves its mission and goals. It is based on common sense, data and information that describe changes anticipated both from inside and outside the Department over the upcoming 2-5 years and beyond. All of MR Fire Department customers have used the Assessment of the Future method as part of their Strategic Business Planning process.*

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MR will confirm with the Chief that Programs and Services are structured in a way that they will generate development of the appropriate performance measures, especially Result/Outcome measures, to achieve Strategic Goals/Results and provide the basis for a useful and functional Performance Based Budget. Products from the Initial Retreat are reviewed as part of the Quality Control Interim Review and discussed with the Chief for review and feedback.

- *Program Purpose Statements and Performance Measures (PSPM) Sessions*

  Following the Initial Retreat and confirmation of the Program Structure, the Department and MR will schedule sessions (a half day in length) for individual Program teams so they can develop a Purpose Statement and Performance Measures for their Programs. Program teams usually include the manager and staff who deliver the services. The Teams are limited in size (up to 8 participants).

  PSPM sessions are usually scheduled to occur 2-3 weeks following the Initial Retreat. Senior MR consultant(s) will facilitate the concurrent workshops and are typically able to develop the following workshop products in half day sessions making it possible for an MR consultant to develop 2 PSPM's per day.

  - Purpose Statements for Programs will be developed using the MFR Template ©
  - Performance Measures include a balanced Family of Measures® including: Results/Outcome, Output, Demand, and Efficiency Measures—capable of measuring and evaluating service delivery and customer experience for Program success.

  After updating the draft Plan to reflect the work of the Program Teams, it is again reviewed by MR consultants as part of the Quality Control Interim Review (see below) and discussed with the Chief for review and feedback. *Note: CFAI Performance Indicators can be aligned to the operational Programs developed and formalized during this step of the process.*

- *Final Strategic Planning Retreat*

  Following the completion of the PSPM workshops, the Department will schedule a two-day facilitated session of the Department planning team, including the same executives and senior managers that participated in the Initial Retreat, so they can review and complete their Strategic Business Plan. A Senior MR consultant will facilitate the Final Retreat to create the following products:

  - *Lines of Business*- this is the highest level of operations within a Department and are often labeled "Divisions"
  - *Line of Business Key Results Measures*- these provide the link between Department Strategic Results/Goals and operational Program Measures, and serve as the basis for executive-level Department management.
  - *Alignment Maps*- these show the alignment (where appropriate) between the City's Strategic Plan and the Department's Strategic Results/Goals and between the Department Strategic Results/Goals and operational level Program Results. The Alignment Maps ensure that the Department has operational results, strategies and action items that align to achieve their Strategic Results/Goals

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and corporately that the City's Strategic Plan is supported by the Department plan where appropriate.

- *Quality Control Interim Reviews*
  Following the Initial and PSPM Retreats, MR will conduct an Interim Review of the Retreat products. This Review is conducted by one of the MR consultants. The Interim Review ensures that the work product is clearly written in language that can be understood by the customer.

- *Preparation of Delivery of Draft Department Strategic Business Plan*
  MR will compile and deliver a draft Strategic Business Plan document in Microsoft Word and Adobe PDF. MR will review the Strategic Business Plan document and will meet with the Chief to discuss the Plan and provide feedback.

  Note: PFD will be responsible for the creation of any publishable Department Strategic Business Plan.

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Rationale for Approach Taken

MR's customers develop the Strategic Business Plan, not MR. MR provides and facilitates the process and the Chief and Department create the content. This aspect of planning comes up often, sometimes in RFP's where a city or department is asking the consultant to write the Plan. We won't do that because the Plan is very specific to your community and only leaders of the community can, therefore, provide the content of the Plan. The MR approach ensures that the Strategic Business Plan expresses what the community and the Prescott Fire Department wants, not what the consultant thinks you want or, worse, thinks you should want in your Plan.

Working with MR, the Prescott Fire Department would create a Strategic Business Plan that is focused on measurable results for customers, including timelines for achieving the target. Most Strategic Plans are best characterized as 'general statements of good intentions'. Most Strategic Plans are more like hoping for results, rather than managing for results.

Traditional Strategic Plans lack a clear customer focus and often are written in terms of what the government will DO rather than what the customer will Experience - thus the Plan is (often unconsciously) talking about the organization rather than customers. MR's methodology, known widely as Managing for Results, can be characterized as the 'relentless pursuit of clarity'. Strategic Business Plans developed with MR's approach leave no doubt about what the Department's Strategic Priorities are and what Strategic Results or experiences the Department expects to create for those customers receiving services.

An MR facilitated Strategic Business Plan will communicate with unmistakable clarity that the Department is on purpose and focused on results for customers. Because the Strategic Business Plan will include measurable customer results, the Department can more easily align its operations to the City's Priorities (where appropriate), and Budgets can be aligned to support the Plan as well. This is the foundation of building an entire management system focused on results for customers – what MR refers to as Managing for Results.

Lastly, because of the qualities of MR facilitated Strategic Business Plans, jurisdictions and departments that have worked with MR have accomplished some remarkable things for their community. By focusing on measurable results and engaging the organization in creating those customer experiences, major accomplishments that had previously been considered out of reach become a reality for the community. And this, more than anything else, builds confidence in the organization.

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Representative Projects

Public safety agencies where MR has provided similar services to those requested include:

Arvada Police Department
Austin Fire Department
Austin Police Department
Chula Vista Fire Department
Chula Vista Police Department
Clackamas County 911 (C-COM)
Clackamas County Sheriff's Office
Davidson County Sheriff's Office
DC Metropolitan Fire Department
DC Metropolitan Police Department
El Paso Fire Department
El Paso Police Department
Franklin County Sheriff's Office
Gahanna Division of Police
Grand County Sheriff's Office
Gunnison County Sheriff's Office
Gunnison Police Department
Las Cruces Police Department
Las Vegas Fire Department
Las Vegas Police Department
Long Beach Fire Department
Long Beach Police Department
Maricopa County Sheriff's Office
Mesilla Valley Regional Dispatch Authority
Metro Nashville Emergency Communications Center (ECC)
Metro Nashville Fire Department
Metro Nashville Police Department
Oklahoma City Fire Department
Oklahoma City Police Department
Olympia Fire Department
Omaha Fire Department
Oregon State Sheriff's Association
Pinal County Sheriff's Office
Seattle Fire Department
Seattle Police Department
Sheriff's Office of Pinellas County

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References

Upon request, MR will be happy to provide the Prescott Fire Department with Fire Department and public safety references for similar projects completed.

List of Work Products

Work Product Deliverables
Initial Strategic Planning Retreat: • Department Issue Statements, Strategic Goals/Results, and Services Categories • Initial Strategic Planning Retreat Interim Review and Interim Review Meeting with Chief **Program Purpose Statements and Performance Measures (PSPM) Sessions:** • Purpose Statements, Performance Measures and Service Listings for each operational Program • PSPM Interim Review and Interim Review Meeting with Chief **Final Strategic Planning Retreat:** • Line of Business/Divisional Purpose Statements, Key Result Measures, Alignment Maps **Follow-Up:** • Draft Department Strategic Business Plan

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Cost Proposal

Introduction

The following cost proposal is a mirror image of the process outlined in the "Strategic Business Planning Approach and Methodology" section on pages 4-7. The budget includes tasks for creating a customer-focused and results-based Strategic Business Plan for the Prescott Fire Department.

Because MR's proposal to the Prescott Fire Department has been discounted 41.8% (to stay within communicated financial restrictions), and because MR's Facilitated Strategic Planning Retreats that engage Leadership and staff will need to take place onsite, travel expenses will need to be added to the budget. Chief, in alignment with our phone conversation on April 8th (where you spoke about your plans to talk with the City Manager about what was possible re the ability to cover travel, etc.) travel expenses across the onsite engagements are estimated at $10,000.

Note: Travel costs are estimated using present market prices and the per diem lodging and food rates as set by the U.S. General Services Administration. Only actual travel costs will be submitted for reimbursement.

Cost Proposal Breakdown by Task

Strategic Business Planning	Total ($)
Document Review ➢ Includes review of existing Department materials and documents • Includes 1 day offsite and 1 consultant at a cost of $1,428	$1,428
Interview with Chief Durre ➢ Includes individual interview with Chief Durre to address emerging issues facing the community and Department and the results most important to achieve over the next 2-5 years and beyond, plus compilation. • Includes ½ day and 1 consultant at a cost of $714	$714
Initial Strategic Planning Retreat ➢ Includes Assessment of the Future, Issue Statements, Strategic Goals/Results, and Inventory of Services. • Includes 5 days (1 day prep and 4 days onsite) and 1 consultant at a cost of $7,140 plus associated travel.	$7,140
Purpose Statements and Performance Measures (PSPM) ➢ Includes the development of Purpose Statements and Performance Measures for each Program identified in the Initial Strategic Planning Retreat. • Includes 4 days and 2 consultants at a cost of $11,424 plus associated travel.	$11,424
Final Strategic Business Planning Retreat	$2,856

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➢ Includes the review and completion of the Strategic Plan including the identification of Lines of Business, Key Result Measures within each Line of Business and development of Alignment Maps. • Includes 2 days and 1 consultant at a cost of $2,856 plus associated travel.	
Quality Control Interim Review ➢ Includes a review of the planning work products following the Initial and PSPM Retreats by an MR consultant. • Includes ½ days, 1 consultant at a cost of $714	$714
Draft Strategic Business Plan Document ➢ Includes a completed draft Strategic Business Plan • Includes ½ day, 1 consultant at a cost of $714	$714
Total Labor	$24,990

Fee Proposal Summary

Strategic Planning Process	$
Fire Department Strategic Business Plan (Labor for Required Tasks)	$24,990
+ Estimated Travel Expenses	$10,000
Not-to-Exceed Total	$34,990

Note: Travel costs are estimated using present market prices and the per diem lodging and food rates as set by the U.S. General Services Administration. Only actual travel costs will be submitted for reimbursement.

Consulting Methodology Intellectual Property

Managing Results, LLC (MR) Methodology (both standard and modified) is the proprietary intellectual property of MR. The MR methodology contains methodologies, trade secrets, definitions, graphics, presentations, and guidelines that are the sole proprietary intellectual property of MR and also contains trade secrets of MR. Through this proposal and after a contract has been signed, MR is providing a non-exclusive, perpetual license for use by the Prescott Fire Department of the MR Methodology. Much of the MR Methodology is contained but is not limited to the copyrighted Managing Results Resource Guide to Strategic Business Planning. The Prescott Fire Department may use it only for its own purposes and shall keep the MR Methodology confidential, and under no circumstances will the Prescott Fire Department, except as agreed by MR, disclose the MR Methodology to other third parties, either individuals, or governmental or private sector organizations. This license does not extend to other departments and agencies within the City of Prescott, AZ. All changes or derivative work made to the MR Methodology shall remain the exclusive property of MR. Notwithstanding the foregoing, all information produced by the Prescott Fire Department in utilizing the MR Methodology, including the Department Strategic Business Plan, shall be considered the exclusive property of the Prescott Fire Department.

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MANARES-01 RUBYM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain West In & Fin Serv LLC 100 E Victory Way Craig, CO 81625	CONTACT NAME: Ruby Mauney PHONE (A/C, No, Ext): (970) 824-8185 FAX (A/C, No): (970) 824-8188 E-MAIL ADDRESS:
INSURED Managing Results, LLC 203 Tomichi Tr. Gunnison, CO 81230	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Insurance Company 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			PHBX22002563	1/4/2022	1/4/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Prescott
201 South Cortez
Prescott, AZ 86303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 09-13-22

DEPARTMENT: Fire

AGENDA ITEM: **Approval of Acceptance of a Participating Agreement Between the City of Prescott and the United States Department of Agriculture (USDA) Prescott National Forest.**

ITEM SUMMARY

This agreement between the City of Prescott and the Prescott National Forest documents the cooperation between the parties to accomplish forest restoration and hazardous fuels management activity within the Priority Landscape Area on the Prescott National Forest. The Prescott National Forest aims to increase its capacity to reduce hazardous fuels on Federal lands adjacent to State and Private land in the Wildland Urban Interface and reducing the wildfire risk to communities and fostering its relationship with the City of Prescott. The primary benefits to the city include an alternative funding source for the Forestry crew. The crew will benefit from numerous training opportunities and learn new skills and qualifications, thereby increasing the Fire Department's knowledge level. This agreement is of mutual benefit to assist and cooperate in a program to help reduce hazardous fuels, minimize the risk of unplanned ignitions, and protect the community of Prescott and neighboring communities.

BACKGROUND

The U.S. Forest Service (USFS) is responsible for deliberately manipulating vegetation for restoration and fire risk mitigation objectives on National Forest System (NFS) lands. The Prescott basin has been identified as containing several of the highest priority fire sheds in the country. Therefore, the agency is placing a greater emphasis on accelerating the pace of mitigation here locally. The current allocated target is 12,000 acres per year, with increases likely to mitigate the identified risk with a commensurate pace and scale of restoration. However, U.S. Forest service equipment and personnel are sometimes insufficient to prepare and implement the projects necessary to achieve these goals. Forest Service units closely relate to adjacent land management agencies, which often have resources skilled in similar areas of expertise. The City of Prescott Forestry crew is one of those resources that could be used in greater

capacity to coordinate these activities and in turn allow for reimbursement of program costs through federal funding for this work.

In order to meet its mission, the U.S. Forest Service must utilize partnerships to support restoration and hazardous fuel reduction projects to mitigate impacts to local communities from unplanned ignitions. The Cooperative Funds and Deposits Act of 1978 allows for the parties to cooperatively conduct projects or share resources for fire protection and prevention, which includes such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, public affairs, and other beneficial efforts in support of interagency fire management. Specific activities will include fire line preparation with hand tools and chainsaws, thinning brush and small diameter trees with chainsaws, mechanical chipping and masticating of brush and small diameter trees, and ignition, holding, patrol, and mop up of prescribed fire. Currently, the crew is not authorized to engage in prescribed burning. This agreement allows Prescott Fire to choose to participate only to the authorized level of risk and training. To clarify this, a memorandum will be issued to our supervisors as well as USFS management to clarify this position. This memorandum is attached to this agenda item.

However, it is also important to clarify the benefit of developing this capability. Current techniques are only effective to a certain extent and prescribed fire, utilized under strict supervision and planning, can greatly reduce wildfire risk. In addition, this agreement does not extend to mitigation on land inside the City of Prescott and is strictly limited to USFS property. Prescribed fire, as part of an overall mitigation strategy, is a responsible component of community risk reduction. In addition, building the skillset of our crew members is essential to retention and employee development. However, this work is also not without risk; therefore, proper safeguards must be in place to protect our employees, the city as an organization, and, ultimately, our citizens.

FINANCIAL IMPACT

The agreement is structured on a quarterly reimbursement basis. The city is responsible for an in-kind match of 20% that is contributed through the expenditure of existing personnel costs and equipment. The U.S. Forest Service shall reimburse the City for the U.S. Forest Service's share of actual expenses incurred, not to exceed $78,560.00, as shown in the Financial Plan. This is a standard reimbursement structure that is a common reimbursement arrangement for these types of agreements.

Recommended Action: MOVE to approve acceptance of the Participating Agreement

ATTACHMENTS

1. 22-PA-11030900-156 for signature (1).pdf
2. Forestry Crew - Prescribe Fire Restriction.pdf

FS Agreement No. 22-PA-11030900-156

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
CITY OF PRESCOT
And The
USDA, FOREST SERVICE
PRESCOTT NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between the City of Prescott, hereinafter referred to as "The City," and the United States Department of Agriculture (USDA), Forest Service, Prescott National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 – a3, as amended.

Background: The Cooperative Funds and Deposits Act of 1978 allows for the parties to cooperatively conduct projects or share resources for fire protection and prevention, which includes such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, public affairs, and other beneficial efforts in support of interagency fire management.

The U.S. Forest Service is responsible for deliberate manipulation of vegetation for restoration and fire risk mitigation objectives on National Forest System (NFS) lands. Current allocated target locally is 12,000 acres per year with increases likely over time to increase the pace and scale of restoration. U.S. Forest Service equipment and personnel are at times insufficient to prepare and implement the projects necessary to achieve these goals. Forest Service units have a close relationship with adjacent land management agencies which often have resources skilled in similar areas of expertise. It is critical the U.S. Forest Service utilizes partnerships to support restoration and hazardous fuel reduction projects to mitigate impacts to local communities from unplanned ignitions.

Title: City of Prescott Fuels Project Support

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to accomplish forest restoration, hazardous fuels management activity and assist with prescribed burns within the Priority Landscape Area on the Prescott National Forest lands in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Attachments A and B, respectively.

Specific activities will include fire line preparation with hand tools and chainsaws, thinning brush and small diameter trees with chainsaws, mechanical chipping and/or masticating of brush and small diameter trees, and ignition, holding, patrol and mop up of prescribed fire.

It is impossible to predict in advance the level and duration of support required for any individual project over the life of this agreement. This agreement will allow for work to be completed within the Priority Landscape Area of the Prescott National Forest on fuels projects identified in Attachment A.

This agreement allows for the compensation of City resources during project implementation which may occur at a very short notice, subject to availability and agreed upon by both parties.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S Forest Service is responsible for the management and protection of NFS lands with specific duties related to forest health, conservation, and fire/fuels management. The Prescott National Forest has a goal to increase its capacity to reduce hazardous fuels on Federal lands adjacent to State and Private land in the Wildland Urban Interface. Additional benefits are reducing the wildfire risk to communities as well as fostering our relationship with the City of Prescott.

The primary benefits to the City include an alternative funding source for the Forestry crew while utilizing and improving cross boundary work relationships. The City of Prescott Forestry crew will benefit from numerous training opportunities, learn new skills and qualifications to bring back to the Fire Department.

Therefore, it is of mutual benefit to assist and cooperate in a program to help reduce hazardous fuels and minimize the risk of unplanned ignitions and protect the community of Prescott and neighboring communities.

In consideration of the above premises, the parties agree as follows:

III. THE CITY SHALL:

A. LEGAL AUTHORITY. The City shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, Chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.

C. Provide transportation, supervision, tools, supply, subsistence, materials and proper Personal Protective Equipment (PPE) for accomplishment of the project to all of the City's staff and crew members for the duration of the project(s).

D. Coordinate directly with the designated Project Manager or identified Burn Boss or Project Leader for the scheduling, implementation, and location of work.

E. Adhere to all National Wildland Coordination Group (NWCG) qualifications, experience and training requirements for personnel and equipment participating in prescribed fire activities.

F. Complete and document a daily Job Hazard Analyses (FS06700-7) or equivalent assessment of risk and mitigations.

G. Submit performance and financial reports in accordance with requirements set forth by the Infrastructure Investment and Jobs Act:

(1) FINANCIAL STATUS REPORTS

A Federal Financial Report, form SF-425, must be submitted quarterly. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement. The form may be found at https://www.grants.gov/forms/post-award-reportingforms.html.

(2) PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

The City may use whatever format it chooses for reporting performance, including Forest Service form SF-1500-23. Notwithstanding, performance reports must contain information on the following:

1. A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
2. Reason(s) for delay if established goals were not met.
3. Project activities in the upcoming quarter/reporting period.
4. Additional pertinent information.

The City shall submit quarterly performance reports to the Forest Service Program Manager. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final performance report

must be submitted either with the City's final payment request, or separately, but no later than 120 days from the expiration date of the agreement.

IV. THE U.S. FOREST SERVICE SHALL:

A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the City for the U.S. Forest Service's share of actual expenses incurred, not to exceed $78,560.00, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the City's monthly invoice. Each invoice from the City shall display the total project costs for the billing period, separated by U.S. Forest Service and the City's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the City's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. The City's name, address, and telephone number.
2. U.S. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and The City share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Anthony Ballou, anthony.ballou@usda.gov

B. Perform in accordance with the terms of this agreement and with the attached Statement of Work and Financial Plan, attached as Attachment A and B, respectively.

C. Provide an on-site qualified Burn Boss during prescribed fire operations.

D. Provide the City with a documented, activity-specific briefing prior to work which includes clear performance goals and objectives for project accomplishment. In the event of thinning for hazardous fuels, a silvicultural prescription will, at a minimum, specify cutting parameters, targeted species for cutting, tree spacing requirements, slash pile locations and specifications, stump heights, and cutting size limitations (upper and lower) trees and brush.

E. Ensure that all legal and agency requirements associated with project design and implementation, such as NEPA, have been met.

F. Designate and make available a Project Manager to provide the necessary technical oversight, direction, specialized training and answer questions regarding project(s) and objectives.

G. If needed, provide allowable locations for overnight camp locations, potable water, flush toilets, vault toilets, and showers.

H. Ensure daily Job Hazard Analyses (FS-6700-7) or equivalent assessments of hazards and mitigations are performed and documented.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Name: Marsha Collier Address: 1700 Iron Springs Rd City, State, Zip: Prescott, AZ 86305 Telephone: 928-777-1713 Email: marsha.collier@prescott-az.gov	Name: Marsha Collier Address: 1700 Iron Springs Rd City, State, Zip: Prescott, AZ 86305 Telephone: 928-777-1713 Email: marsha.collier@prescott-az.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Anthony Ballou Address: 735 N Hwy 89 City, State, Zip: Chino Valley, AZ 86323 Telephone: 928-777-2235 Email: anthony.ballou@usda.gov	Name: Lisa Street Address: 333 Broadway Blvd SE City, State, Zip: Albuquerque, NM 87102 Telephone: 303-579-5992 Email: lisa.street@usda.gov

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the City are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the City, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the City from participating in similar activities with other public or private agencies, organizations, and individuals.

D. ENDORSEMENT. Any of the City's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the City's products or activities.

E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the City to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the the City when permission is granted.

F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The City agree(s) that any of the City's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the City has hereby willingly agreed to assume these responsibilities.

Further, the City shall provide any necessary training to the City's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The City shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

H. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

I. ELIGIBLE WORKERS. The City shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The City shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The City shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

The City shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

The City shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The City shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The City shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

The City shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of $78,560.00 are currently available for performance of this agreement through five years from the date of the last signature. The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment above this amount until the City receive(s) notice of availability confirmed in a written modification by the U.S. Forest Service.

M. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the City has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first $25,000 of each contract.

2. For rates greater than 10 percent and less than 25 percent, the City shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.

3. For a rate greater than 25 percent, the U.S. Forest Service may require that the City request a federally approved rate from the City's cognizant audit agency no later than 3 months after the effective date of the agreement. The City will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.

N. OVERPAYMENT. Any funds paid to the City in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the City to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or

- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the City.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

O. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination The City shall close out the agreement.

Any unobligated balance of cash advanced to the City must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the City.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information.

The City shall submit quarterly performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with the City's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The City shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The City shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

R. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

T. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The City is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"Coconino National Forest of the U.S. Forest Service, U.S. Department of Agriculture"

The City may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. The City is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

U. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the City's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year.

V. PROPERTY IMPROVEMENTS. Improvements placed by the City on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles the City to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.

W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the the City's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The City shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The City is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

X. GOVERNMENT-FURNISHED PROPERTY. The City may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The City shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Liability for Government Property.

1. Unless otherwise provided for in the agreement, the City shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
   a. The risk is covered by insurance or the City is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
   b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the City's managerial personnel. The City's managerial personnel, in this provision, means the City's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the City's business; all or substantially all of the City's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The City shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The City shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. The City shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, the City shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

Y. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute, regulations and forest plans.

Z. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the U.S. Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the U.S. Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

AA. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

BB. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

> ***In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***
>
> To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

CC. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the City materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the U.S. Forest Service;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current agreement for the City's program;

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

DD. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and the City agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by the City to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, the City shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the City for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the City up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

EE. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

FF. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the City or any of

their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

GG. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

HH. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

II. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through five years from the date of the last

signature at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

JJ. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

PHIL GOODE, Mayor — Date
City of Prescott

DALE A. DEITER, Forest Supervisor — Date
U.S. Forest Service, Prescott National Forest

The authority and format of this agreement have been reviewed and approved for signature.

Digitally signed by LISA STREET
Date: 2022.06.15 08:47:29 -06'00'

LISA STREET — Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: B

USFS Agreement No.: 22-PA-11030900-156 Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$10,370.00	$41,800.00	$14,000.00	$0.00	$66,170.00
Travel	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies/Materials	$0.00	$33,760.00	$0.00	$0.00	$33,760.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$11,600.00	$3,000.00	$0.00	$13,000.00	$27,600.00
Other					$0.00
Subtotal	$21,970.00	$78,560.00	$14,000.00	$13,000.00	$127,530.00
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$2,856.10				$2,856.10
Total	$24,826.10	$78,560.00	$14,000.00	$13,000.00	
Total Project Value:					$130,386.10

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 79.29%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 20.71%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
GS-9 Suppression AFMO		$448.00	5.00		$2,240.00
GS-11 Fuels FMO		$520.00	5.00		$2,600.00
GS-09 Fuels AFMO		$448.00	5.00		$2,240.00
GS-07 Fuels Tech		$329.00	10.00		$3,290.00
Total Salaries/Labor					**$10,370.00**

Other Expenses

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Type 3 Engine	1.00	$2,600.00	4.00		$10,400.00
3/4 Ton 4x4	4.00	$120.00	10.00		$1,200.00
					$0.00
					$0.00

Non-Standard Calculation

Total Other					**$11,600.00**

Subtotal Direct Costs	$21,970.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
13.00%	$21,970.00			$2,856.10
Total FS Overhead Costs				**$2,856.10**

TOTAL COST	**$24,826.10**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
10 hr day-10 person crew		$2,090.00	20.00		$41,800.00
Total Salaries/Labor					**$41,800.00**

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Units	Cost/Day	# of Days		Total
Masticator Cat 299	1.00	$1,200.00	0.00		$0.00
Chipper BC 1500	1.00	$500.00	0.00		$0.00
Chipper Truck	1.00	$150.00	0.00		$0.00
Sup Truck 1 1/2 T 4x4	1.00	$178.00	20.00		$3,560.00
F250 3/4 T 4x4	3.00	$170.00	20.00		$10,200.00
Chainsaw supplies incl	5.00	$200.00	20.00		$20,000.00
Total Supplies/Materials					**$33,760.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
Fuel Monthly for all items		1.00	$3,000.00		$3,000.00
Total Other					**$3,000.00**

Subtotal Direct Costs	$78,560.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
0.00%	$78,560.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$78,560.00**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Lead Fuels Technician		$325.00	20.00		$6,500.00
Fuels Coordinator/Finance		$375.00	20.00		$7,500.00
Total Salaries/Labor					**$14,000.00**

Subtotal Direct Costs	$14,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
0.00%	$14,000.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$14,000.00**

WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Other Expenses					
Standard Calculation					
Item	# of Units	Cost/Day	# of Days		Total
Chipper and Chipper Truck	1.00	$650.00	20.00		$13,000.00
Total Other					**$13,000.00**

Subtotal Direct Costs	$13,000.00

TOTAL COST	**$13,000.00**

STATEMENT OF WORK

Activities under this agreement will include fire line preparation with hand tools and chainsaws, thinning brush and small diameter trees with chainsaws, mechanical chipping and/or masticating of brush and small diameter trees, and ignition, holding, patrol and mop up of prescribed fire.

TIMEFRAME

It is impossible to predict in advance the level and duration of support required for any individual project over the life of this agreement. This agreement allows for the compensation of Cooperator resources during project implementation which may occur at a very short notice, subject to availability and agreed upon by both parties.

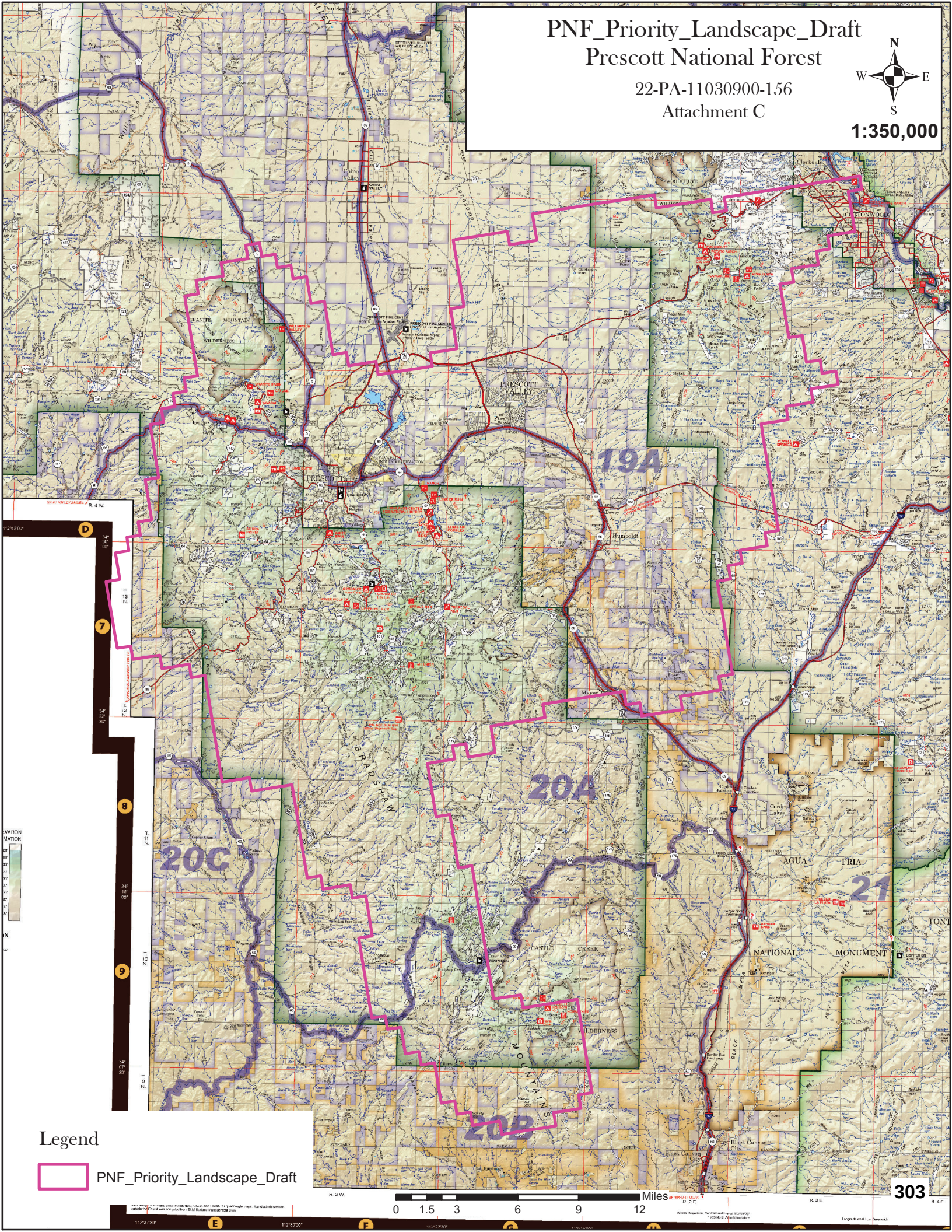
DELIVERABLES

After coordination between US. Forest Service and Cooperator to ensure availability of Cooperator resources, Cooperator will deliver agreed upon resources to project location on time, prepared and trained for the work to be performed.

QUALITY ASSURANCE

It shall be the responsibility of the identified Project Manager, Burn Boss or Project Leader to ensure all performance goals and objectives have been completed for each project(s) within an agreed upon time frame between both parties.

CITY OF PRESCOTT FORESTRY CREW FUELS POTENTIAL PROJECTS		
Project Name	Planned Implement Year	Total Project Acres
Skyline RX	FY 22	449
Indian Creek RX	FY 22	1126
Deering RX	FY 22	277
Highland RX	FY 22	305
Rock RX	FY 22	1274
Brindel Pup	FY 23	2424
Springs/Strawberry RX	FY 23	1126
Groom RX	FY 23	1404
Ponderosa Park RX	FY 23	759
Ranch RX	FY 23	669
Williams Peak RX	FY 24	4251
Amulet RX	FY 24	1305
Grapevine RX	FY 24	7314
Workcenter RX	Fy 24	248
Shylock RX	FY 25	3698
Lynx RX	FY 25	859
Walker RX	FY 25	698
Mt Francis RX	FY 26	3042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Prescott National Forest
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PRESCOTT
PRESCOTT VALLEY
Humboldt
Mayer
Black Canyon City
CRANITE MOUNTAIN WILDERNESS
CASTLE CREEK WILDERNESS
BRADSHAW MOUNTAINS
AGUA FRIA NATIONAL MONUMENT
Legend
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PRESCOTT FIRE DEPARTMENT
1700 Iron Springs Road
Prescott, AZ 86305

Holger Durre, Fire Chief
(928) 777-1700
FAX (928) 776-1890

August 31, 2022

Thomas Knapp
Deputy Fire Chief
Prescott Fire Department

RE: USFS Mitigation Agreement – Forestry Crew Use

As you are aware, we are contemplating entering into an agreement with the US Forest Service to utilize our forestry crew for mitigation projects. These projects will occur in the Prescott Basin and have the direct benefit of reducing wildfire impacts in the City of Prescott. The agreement's scope includes collaboration on *"fire line preparation with hand tools and chainsaws, thinning brush and small diameter trees with chainsaws, mechanical chipping and masticating of brush and small diameter trees, and ignition, holding, patrol, and mop up of prescribed fire."*

This letter is intended to formally clarify to you that the members of the forestry crew cannot engage in any activities directly involving active prescribed burning at this time. It is my vision that we develop an approach to perform the due diligence to allow this to occur eventually. However, this process must involve a programmatic and documented evaluation of risk, legal, benefit, and proper training standards. I'd like you to engage in this background work as soon as practical given your other responsibilities.

This letter also intends to clarify my expectation that the forestry crew remains primarily a community risk reduction asset of the department. Therefore, all prescribed fire-related training will not be under the strategy to turn the crew into a suppression-focused resource. Prescribed fire, as part of an overall mitigation strategy, is a responsible component of community risk reduction. In addition, building the skillset of our members is essential to retention and employee development. However, this work is also not without risk; therefore, proper safeguards must be in place to protect our employees, the city as an organization, and, ultimately, our citizens.

Sincerely,

Holger Durre
Fire Chief
Prescott Fire Department

Cc: Michael Lamar, City Manager
Dale Dieter, Prescott National Forest Supervisor
Marsha Collier, Forestry Crew Coordinator

CITY OF PRESCOTT

COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **09-13-22**

DEPARTMENT: **Airport**

AGENDA ITEM: **Approval of Multiple Items Related to the Runway 3L-21R Lighting & Signage and Precision Approach Path Indicator (PAPI) Projects at Prescott Regional Airport as Follows: 1) City Contract Number 2023-046 with Rural Electric, Inc., to Perform Construction Services in the Amount of $713,214.50; 2) City Contract No. 2019-069A37 with Dibble for Construction Management Services in an Amount not to Exceed $186,344.00; 3) Additional Grant Funding in the Amount of $17,550.00 from ADOT on Grant E2S1L01D; 4) The City's 10% Share of $1,755.00 Associated with the Increase in Grant ES1L01D; and 5) Night Work.**

ITEM SUMMARY

Approval of Multiple Items Related to the Runway 3L-21R Lighting & Signage and Precision Approach Path Indicator (PAPI) Projects at Prescott Regional Airport as Follows: 1) City Contract Number 2023-046 with Rural Electric, Inc. to Perform Construction Services in the Amount of $713,214.50; 2) City Contract No. 2019-069A37 with Dibble for Construction Management Services not to Exceed $186,344.00; 3) Additional Grant Funding of $17,550.00 from ADOT on Grant E2S1L01D; 4) City's 10% share of $1,755.00 associated with the increase in Grant ES1L01D; and 5) Night Work.

BACKGROUND

In January 2017, Dibble Engineering completed project design under a State-Local grant from the Arizona Department of Transportation (ADOT), for an upgrade of the lighting and signage along Runway 3L/21R and associated taxiways. In February 2021, ADOT advised Airport staff that they would fund a grant for redesign and construction of two related projects on this general aviation runway.

These two projects will replace existing electrical runway edge lights and airfield signs along the general aviation runway and associated taxiways, and at the same time, replace the Precision Approach Path Indicator (PAPI)s, which is a navigational aid to pilots. The current signs and lights have reached

the end of their useful life, needs regular attention/repair, and is a significant concern for airport users, due to potential failure. This effort will replace the antiquated airfield equipment with new Federal Aviation Administration-approved, certified LED energy-efficient equipment.

In late 2021, the City accepted ADOT Grant E2S2F01C (Contract No. 2022-031) in the amount of $855,000.000 for the Runway 3L/21R Lighting and Signage portion of the project. At the same time, the City accepted ADOT Grant E2S1L01D in the amount of $175,500.00 to replace the Runway 3L/21R PAPI's. Since the successful bid for PAPI replacement was above the original grant amount, ADOT agreed to approve a 10% change order and issued an associated grant increase in August in the amount of $17,550.00.

This item also includes approval of City Contract No. 2019-069A37, an Amendment to City Contract No. 2019-069 with Dibble for construction management services in an amount is not to Exceed $186,344.00. Funding is Available in the Airport Fund.

FINANCIAL IMPACT

The State of Arizona (via the Arizona Department of Transportation) is providing funding for 90% of the costs for these two projects. The first ADOT Grant (E2S2F01C for $855,000) is for the signage and lighting project. The second ADOT Grant (E2S1L01D for $175,500.00) is for the PAPI, but has been increased by 10% (via change order) to cover the higher bid for PAPI replacement. The original 10% City Share of the original Grant was approved by City Council on 8/10/2021. The adjusted 10% City share (of $1,755.00) is available in the Airport fund.

Recommended Action: 1) MOVE to approve City Contract No. 2023-046; 2) MOVE to approve City Contract No. 2019-069A37; 3) MOVE to approve receipt of an additional $17,550.00 in ADOT Grant E2S1L01D; 4) MOVE to approve the City's 10% Match on the Increased Grant Amount; and 5) MOVE to approve night work.

ATTACHMENTS

1. Bid_Evaluation brief.pdf
2. PRC RW 3L-21R Lighting and Signage CA - Proposal Brief.pdf
3. PRC RW 3L-21R PAPIS CA - Proposal.pdf

p 602.957.1155 | 7878 North 16th Street, Suite 300
f 602.957.2838 | Phoenix, AZ 85020
dibblecorp.com

June 17, 2022

Prescott Regional Airport
Ernest A. Love Field
6630 Airport Avenue
Prescott AZ 86301

Attention: Dr. Robin Sobotta MBA, AAE
Airport Director – Prescott Regional Airport

RE: CONTRACTOR BID SUBMITTALS REVIEW
Prescott Regional Airport
Runway '3L-21R' Lighting and Signage (Schedule I)
PRC Project No: 22025
ADOT No: E2S2F01C
Runway '3L-21R' PAPI Relocation (Schedule II)
PRC Project No: 22031
ADOT No: E2S1L01D

We have reviewed the two Contractor's Bids received on June 16, 2022 for the *PRC Runway '3L-21R' Lighting and Signage* and *PRC Runway '3L-21R' PAPI Relocation* projects. Both bids acknowledged receipt of Addendum No. 1.

Based on review of the Bid Tabulations, there appears to be no indication of non-responsive bids. No mathematical errors were found in any of the bids.

The unit prices were analyzed by high, low, average, and in comparison, with the Engineer's Estimate, see the attached Bid Tabulation Summary and tables below. In consideration of the current market trends, escalation, limited labor, and issues with material availability the unit prices are in line with other relevant projects recently bid and are considered acceptable.

The Engineer's Estimate and the bids for both schedules are shown in the table below. Rural Electric is the Apparent Low Bidder for the combination of the two bid schedules.

	Schedule I	Schedule II	Total Combined
Engineer's Estimate	$ 507,438.35	$ 101,256.10	$ 608,694.45
Rural Electric	$ 550,697.00	$ 162,517.50	$ 713,214.50
Technology Construction	$ 779,262.50	$ 157,720.00	$ 936,982.50

A comparison between the Engineer's Estimate and the bids is shown in the table below.

	Schedule I	Schedule II	Total Combined
Low Bid vs Engineer's Estimate	7.86 %	35.80 %	14.65 %
High Bid vs Engineer's Estimate	34.88 %	37.70 %	35.04 %
Low Bid vs Second Low Bid	29.33 %	2.95 %	23.88 %

Evaluation of Rural Electric (Apparent Low Bidder):

1. Class A License (At The Time of Bid):
    a. Rural Electric, Inc. currently holds a Class A License in General Engineering (075367), with no registered complaints to date.
2. Bid Bond (10%, At The Time of Bid):
    a. A 10% Bid Bond was included in the bid documents at the time of bid, see attached.
3. DBE Certification and Good Faith Efforts:
    a. Good Faith Effort Documentation was provided at the time of bid. The percent of DBE Utilization on this project is expected to be approximately the following:
        i. Schedule 1: 0%
        ii. Schedule 2: 0%
4. Subletting of Contract:
    a. Based on the information that Rural Electric, Inc., included in **Attachment A –** *List of Subcontractors*, they intend to perform the following approximate self-performance:
        i. Schedule 1: 100.0%
        ii. Schedule 2: 100.0%

Final Summary and Recommendation:

The recommendation for award is based on State Grant funding. It is Dibble's recommendation that the City of Prescott award the *PRC Runway '3L-21R' Lighting and Signage* and *PRC Runway '3L-21R' PAPI Relocation* projects to Rural Electric, Inc.

Schedule I and Schedule II are paid individually by two separate ADOT grants. The bid for Schedule I is below the grant amount and the bid for Schedule II is above the grant amount. However, it is Dibble's recommendation to request ADOT to take the combined total of Schedule I and Schedule II and approve funding as this sum is less than the combined total of the approved grants.

The funding for the PAPI Flight Check has also been approved by ADOT for reimbursement. Final agreement has not been reached on the cost for the Sponsor Administration costs, and thusly these sums are representative.

DIBBLE

7878 North 16th Street
Suite 300
Phoenix, Arizona 85020
P 602.957.1155
F 602.957.2838
www.dibblecorp.com

August 19, 2022

Prescott Regional Airport
6630 Airport Avenue
Prescott, AZ 86301

Attention: Mrs. Robin Sobotta, PhD, MBA, AAE
Airport Director – Prescott Regional Airport

RE: ENGINEERING SERVICES PROPOSAL
City of Prescott Contract No: 2019-069
City of Prescott Project No: TBD
Authorization of Services No: TBD 2019-069A37
ADOT Project No. E2S2F01C
PRC Runway 3L-21R Lighting and Signage – Construction Phase Services

We appreciate the opportunity to provide construction phase services for the *PRC Runway 3L-21R Lighting and Signage* project at the Prescott Regional Airport. Dibble in conjunction with their subconsultants will perform these services, per the attached Scope of Work, for the following Time-and-Material (T&M) Not-To-Exceed (NTE) fees:

1. **Construction Management and Administration Services**:

1.	Dibble	Construction Management and Inspection	$81,976.50
2.	CR Engineers (DBE)	Electrical CA Support Services	$86,383.50
3.	ETC	Quality Assurance Testing	$17,985.00
		Total Estimated Fees	**$186,344.00**

With inclusion of ETC we are providing a local participation (City of Prescott firms) benefit of 9.7%. With the inclusion of CR Engineers, we are providing a DBE benefit of 46.4%.

Transmitted herewith is our proposed Scope of Work, Project Exhibit, Fee Summary, Derivation of Fee Proposal, Estimated Manhours matrix, and Estimated Allowance for Direct Costs (expenses), and full subconsultant proposals.

We are very grateful for this opportunity to work with the City of Prescott and the Prescott Regional Airport on this important project. If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,
Dibble

Duane Dana, P.E.
Project Manager
Airport Development

Ken Snyder, P.E.
Vice President
Airport Development

Enclosures

SCOPE OF WORK
Runway 3L-21R Lighting and Signage
Construction Administration

Introduction

Dibble has been requested by the City of Prescott (City) to provide a scope and fee for Construction Phase Services for the *Runway 3L-21R Lighting and Signage* project at the Prescott Regional Airport (Airport). The City received a FY 2022 ADOT grant for this project. The updated design, bidding documents, and bid phase services for this project are under a separate Authorization of Services (AOS).

The existing electrical runway edge lights and airfield signs are to be replaced as this equipment has reached the end of its useful life. The existing equipment occasionally becomes non-operational and is a significant concern for airport operations due to potential failure. The goal of this project is to replace the existing equipment with new FAA-approved and certified LED equipment. For more information on the electrical CA scope of work, see the proposal from CR Engineers (attached). A project exhibit is attached and illustrates the project location and limits.

The key Dibble Team members consist of the following (Dibble staff titles below are consistent with the classifications in the Manhour Matrix included with this proposal):

- Principal Engineer (Dibble) – Jared Bass, P.E.
- Construction Manager (Dibble) – Jim Cunningham, P.E.
- Construction Inspector (Dibble) – Alex Bernal, P.E.
- Project Manager (Dibble) – Duane Dana, P.E.
- Project Engineer (Dibble) – Alex Bernal, P.E.
- CAD Designer (Dibble) – Darin Oakeley
- Electrical Engineer (CR) – Catherine Alcorn, P.E.
- Electrical Inspector (CR) – Shane Woodard
- Material Testing (ETC) – Ryan Brinkley

This proposal is based on the following: 45 calendar days for night-time construction work and 30 calendar days for final completion. Construction is anticipated to begin in October 2022.

Dibble shall provide the following specific services for the project:

Construction Phase Services (Time and Materials)

1) General:

Project Management and Administration**:** Dibble will provide overall project management, coordination between the client and team members, and administration of the project to monitor the Contractor's compliance with the contract documents and schedule.

Dibble will make monthly progress reports, including invoicing, to the City.

2) Preconstruction Activities:

a) Preconstruction Conference: Dibble will conduct the Preconstruction Conference and provide support and/or coordination of the design documents as needed. Dibble will prepare and provide the meeting agenda and sign-in sheet, facilitate the meeting, and issue meeting minutes. The Dibble Team will be in attendance to provide technical support. The Dibble team key members will each provide a representative at this meeting, (i.e. Dibble, CR, and ETC) either directly or via videoconference.

b) Preconstruction Conference Submittal Reviews and Coordination: Dibble will review project submittals required at the Preconstruction Conference as identified in Special Provisions. Dibble and subconsultants will provide the reviews, coordination with the client, and responses.

3) Construction Administration Services:

a) Weekly Construction Meetings: Dibble will prepare the weekly construction meeting agendas, facilitate the meetings, and issue meeting minutes. The CR electrical inspector and ETC material testing tech will attend weekly meetings upon request. The Construction Manager will attend each weekly meeting. A Project Manager will attend at least 2 weekly meetings a month as needed and will be coordinated with site visits.

The total number of Weekly Meetings:

- Construction Manager: 6 meetings
- Project Manager: 3 meetings

b) Site Visits and Inspections: The Dibble and CR inspectors will perform periodic construction inspection and observation on the project at a frequency as noted below. The Dibble and CR inspectors will prepare weekly construction reports of the prior week's occurrences. The Dibble Construction Manager and/or Project Engineer will provide weekly site visits to observe the progress of the work and conformance to the contract and design documents and to ensure the continuity of the design and construction phase services. Additionally, one day of these site visits will occur on the same day as the Weekly Construction Meetings for efficiency. The estimated site visit time is identified in each respective subconsultant proposal.

The total number of daily site visits for the project:

- Construction Manager: 2 days per week for 6 weeks
- Construction Inspector: 2 days per week for 6 weeks
- Electrical Inspector: 5 days per week for 6 weeks
- Project Manager: ½ day per week for 6 weeks

c) Shop Drawing Review and Coordination: Dibble will review and provide a response to the civil construction materials and general project submittals as requested. CR will provide review of the electrical submittals.

The total estimated number of submittals is 30.

d) RFI Review and Coordination: The Dibble Team will coordinate, review, and provide responses to construction and general project Requests for Information (RFI).

The total estimated number of RFI's is 10.

e) ESI Review and Coordination: The Dibble Team will coordinate, review, and develop necessary Engineering Supplemental Information (ESI) documents, additional details, or sketches as revisions to the construction specifications and/or plans.

The total estimated number of ESI's is 5.

f) Change Order Request Review and Coordination: Dibble will coordinate and review Contractor Change Order Requests (COR), including verification of T&M effort, project quantities as needed. The Dibble Team key members will be included on the reviews on an as-needed basis.

The total estimated number of COR's is 3.

g) DBE/SBE Compliance and Coordination: Dibble will coordinate and review all DBE/SBE efforts and documentations required for this project to be compliant with the contract documents. This review will occur with the monthly payment applications.

h) QA/QC Coordination and Reviews: Dibble and CR and will coordinate and review QA/QC actions including scheduling of testing activities, inspections, reporting, review of results, and recommendations.

i) Monthly Payment Application Coordination and Review: Dibble will regularly review and track project quantities in the field and on the Contractor's As-Builts. Dibble will coordinate these inspected quantities with the contractor and coordinate prior to the submittal of monthly payment applications.

The total number of Monthly Payment Applications is 2.

4) Project Close-Out Activities:

a) Substantial Completion Inspection: Dibble will conduct the substantial completion inspections required on the project. The various Dibble Team members will be included on the phases pertinent to them.

The total estimated number of Substantial Completion Inspections is 1.

b) Final Completion Inspection: Dibble will conduct the final completion inspections. The various Dibble team members will be included.

c) Punchlist(s) and Coordination(s): Dibble and CR will prepare, submit, and re-evaluate punchlists at each substantial completion and final inspection.

The total estimated number of Punchlists is 1.

d) Final Construction Report and Coordination: Dibble and subconsultants will prepare and submit the Final Construction Report. Dibble will provide technical support and review.

e) Record Drawings: Dibble and CR will develop the Final Record Drawings based on Contractor redlines and field changes issued during construction, including RFI's/ESI's. A final submittal will include (1) CD of the electronic (PDF) version of the construction project.

f) Final Quantities and Close-Out Change Order: Dibble will coordinate, review, and assist the Sponsor in the preparation of the Final Construction Change Order to ADOT and the City.

g) Final Submittal Deliverables: the final submittal includes a Final Construction Report and Record Drawings with the deliverables as follow:

   i. ADOT: all electronic (requested) files posted to the ADOT FTP site.
   ii. City of Prescott: (1) Final Construction Report; (1) 24x36 Mylar; (3) 24x36 Bond; and all electronic files
   iii. Sponsor: (1) Final Construction Report; (1) 24x36 Bond; (2) half-sized, scaled 11x17; and all electronic files

5) Exclusions to This Scope of Work:

a) Contractor's jobsite safety and compliance with all ADOSH and OSHA requirements are excluded (Contractor's responsibility).

b) Construction staking and/or layout services.

c) SWPPP and other environmental action required for permitting and construction approval by the City of Prescott/Yavapai County/State of Arizona.

END OF SCOPE OF WORK

DIBBLE

7878 North 16th Street
Suite 300
Phoenix, Arizona 85020
P 602.957.1155
F 602.957.2838
www.dibblecorp.com

August 19, 2022

Prescott Regional Airport
6630 Airport Avenue
Prescott, AZ 86301

Attention: Mrs. Robin Sobotta, PhD, MBA, AAE
Airport Director – Prescott Regional Airport

RE: ENGINEERING SERVICES PROPOSAL
City of Prescott Contract No: 2019-069
City of Prescott Project No: TBD
Authorization of Services No: A38
ADOT Project No. E2S1L01D
PRC Runway 3L-21R PAPIS – Construction Phase Services

We appreciate the opportunity to provide construction phase services for the *PRC Runway 3L-21R PAPIS* project at the Prescott Regional Airport. Dibble in conjunction with their subconsultants will perform these services, per the attached Scope of Work, for the following Time-and-Material (T&M) Not-To-Exceed (NTE) fees:

1. **Construction Management and Administration Services**:

1.	Dibble	Construction Management	$972.00
2.	CR Engineers (DBE)	Electrical CA Support Services	$4,936.00
3.	ETC	Quality Assurance Testing	$1,505.00
		Total Estimated Fees	**$7,413.00**

With inclusion of ETC we are providing a local participation (City of Prescott firms) benefit of 20.3%. With the inclusion of CR Engineers, we are providing a DBE benefit of 66.6%.

Transmitted herewith is our proposed Scope of Work, Project Exhibit, Fee Summary, Derivation of Fee Proposal, Estimated Manhours matrix, and full subconsultant proposals.

We are very grateful for this opportunity to work with the City of Prescott and the Prescott Regional Airport on this important project. If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,
Dibble

Duane H. Dana

Duane Dana, P.E.
Project Manager
Airport Development

Kenneth L. Snyder

Ken Snyder, P.E.
Vice President
Airport Development

Enclosures

CITY OF PRESCOTT ARIZONA
PRESCOTT REGIONAL AIRPORT
Ernest A. Love Field

SCOPE OF WORK
Runway 3L-21R PAPIs
Construction Administration

DIBBLE

Dibble has been requested by the City of Prescott (City) to provide a scope and fee for construction phase services for the *Runway 3L-21R PAPIs* project at the Prescott Regional Airport (Airport). The City received a FY 2022 ADOT grant for this project. Updated design, bidding documents, and bid phase services are under a separate Authorization of Services (AOS).

The existing Precision Approach Path Indicators (PAPIs) have reached the end of their useful life need replacing. The existing PAPIs occasionally become non-operational and are a significant concern for airport operations due to potential failure. In addition to replacing the failing PAPIs, the new PAPI's will be relocated based on new FAA guidance and calculation criteria. A project exhibit is attached and illustrates the project location and limits.

The key Dibble Team members consist of the following (Dibble staff titles below are consistent with the classifications in the Manhour Matrix included with this proposal):

- Principal Engineer (Dibble) – Jared Bass, P.E.
- Construction Manager (Dibble) – Jim Cunningham, P.E.
- Project Manager (Dibble) – Duane Dana, P.E.
- Project Engineer (Dibble) – Alex Bernal, P.E.
- CAD Designer (Dibble) – Darin Oakeley
- Electrical Engineer (CR) – Catherine Alcorn, P.E.
- Electrical Inspector (CR) – Shane Woodard
- Material Testing (ETC) – Ryan Brinkley

This proposal is based on the following: an approximate 14-day construction duration for night-time work and 30 calendar days for final completion. Construction is anticipated to begin in October 2022 and will be concurrent with the Runway 3L-21R Lighting and Signage project.

Dibble shall provide the following specific services for the project:

Construction Phase Services (Time and Materials)

1) General:

Project Management and Administration**:** Dibble will provide overall project management, coordination between the client and team members, and administration of the project to monitor the Contractor's compliance with the contract documents and schedule.

Dibble will make monthly progress reports, including invoicing, to the Airport.

2) Construction Administration Services:

a) Weekly Construction Meetings: Dibble will prepare the weekly construction meeting agendas, facilitate the meetings, and issue meeting minutes. The CR electrical inspector and ETC material

testing tech will attend weekly meetings upon request. The Construction Manager and Project Manager will attend each weekly meeting.

The total number of Weekly Meetings:

- Construction Manager: 2 meetings

b) Monthly Payment Application Coordination and Review: Dibble will regularly review and track project quantities in the field and on the Contractor's As-Builts. Dibble will coordinate these inspected quantities with the contractor and coordinate prior to the submittal of monthly payment applications.

The total number of Monthly Payment Applications is 1.

3) Project Close-Out Activities:

a) Substantial Completion Inspection: Dibble will conduct the substantial completion inspections required on the project. The various Dibble Team members will be included on the phases pertinent to them.

The total estimated number of Substantial Completion Inspections is 1.

b) Final Completion Inspection: Dibble will conduct the final completion inspections. The various Dibble team members will be included.

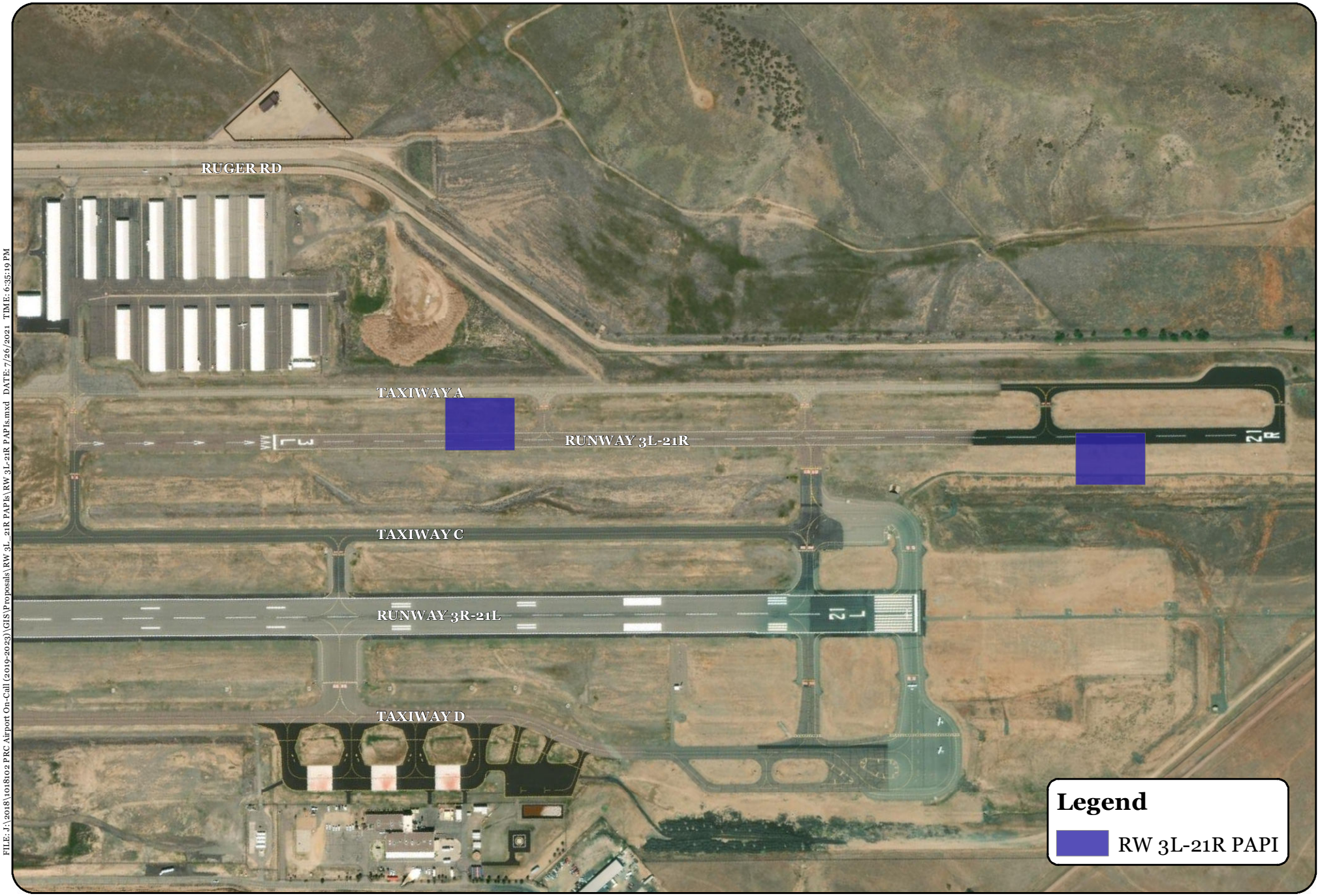
4) Exclusions to This Scope of Work:

a) Contractor's jobsite safety and compliance with all ADOSH and OSHA requirements are excluded (Contractor's responsibility).

b) Construction staking and/or layout services.

c) SWPPP and other environmental action required for permitting and construction approval by the City of Prescott/Yavapai County/State of Arizona.

END OF SCOPE OF WORK



FILE: J:\2018\1018102 PRC Airport On-Call (2019-2023)\GIS\Proposals\RW 3L_21R PAPIs\RW 3L-21R PAPIs.mxd DATE: 7/26/2021 TIME: 6:35:19 PM

CITY OF PRESCOTT
ARIZONA
PRESCOTT REGIONAL AIRPORT
Ernest A. Love Field

PRESCOTT REGIONAL AIRPORT
ERNEST A. LOVE FIELD
RW 3L-21R PAPIS

0 250 500 FT

Date: 7/26/2021

DIBBLE

Firm:	Dibble		Contract Number: 2019-069
	On-Call Engineering		Project Number: 22031
Project:	**RW 3L-21R PAPIS**		Task Number: TBD
	Construction Phase Services		Amendment Number: A38
	Prescott Regional Airport		ADOT Number: E2S1L01D
Date:	9/6/2022		

Summary	Dibble	Subs

A. Construction Phase Services

		Fee	Type	Dibble	Subs
1	Dibble	$972	T&M	$972	
2	CR Engineers (Electrical)(DBE)	$4,936	T&M		$4,936
3	ETC (Material Testing)	$1,505	T&M		$1,505
	Construction Phase Subtotal	$7,413		$972	$6,441

	TOTAL	Dibble	Subconsultants
Total	***$7,413***	***$972***	***$6,441***
		DBE Participation	*66.6%*
		Local Participation	*20.3%*

Firm:	Dibble	Contract Number:	2019-069
	On-Call Engineering	Project Number:	22031
Project:	**RW 3L-21R PAPIS**	Task Number:	TBD
	Construction Phase Services	Amendment Number:	A38
	Prescott Regional Airport	ADOT Number:	E2S1L01D
Date:	9/6/2022		

CONSTRUCTION PHASE SERVICES SUMMARY

Classification	Total Hours	On-Call Rates	Total Costs
1 Principal Engineer	0	$204.76	$0.00
2 Construction Manager	3	$187.52	$562.56
3 Project Manager	0	$160.55	$0.00
4 Construction Inspector	0	$136.41	$0.00
5 Project Engineer	3	$136.41	$409.23
6 CAD Designer	0	$105.49	$0.00
7 Admin Assistant	0	$71.75	$0.00
Totals:	**6**		**$972.00**

CONSTRUCTION PHASE SERVICES DIRECT COSTS

Item	Cost	Type of Compensation

Sub-Total for Direct Costs..... **$0.00**

DESIGN PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Type of Compensation
1 CR Engineers (Electrical)(DBE).....	$4,936.00	T&M
2 ETC (Material Testing).....	$1,505.00	T&M

Sub-Total for Subconsultants: **$6,441.00**

CONSTRUCTION PHASE SERVICES TOTAL FEE

TOTAL FEE (*rounded*)..... $7,413.00

Firm:	Dibble	Contract Number:	2019-069
	On-Call Engineering	Project Number:	22031
Project:	**RW 3L-21R PAPIS**	Task Number:	TBD
	Construction Phase Services	Amendment Number:	A38
	Prescott Regional Airport	ADOT Number:	E2S1L01D
Date:	9/6/2022		

CONSTRUCTION PHASE SERVICES - ESTIMATED MANHOURS

TASK	PRINCIPAL ENGINEER	CONSTRUCTION MANAGER	PROJECT MANAGER	CONSTRUCTION INSPECTOR	PROJECT ENGINEER	CAD DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
1 General								
1a Project Management & Administration		1						1
2 Construction Administration Services								
2a Weekly Construction Meetings		1			1			2
2b Monthly Payment Application Coordination and Review		1						1
3 Project Close-Out Activities								
3a Substantial Completion Walk Inspection					1			1
3b Final Completion Walk Inspection					1			1
TOTAL HOURS BY CLASSIFICATION	0	3	0	0	3	0	0	6

August 18, 2022

Dibble Engineering
7878 N. 16th Street, Suite 300
Phoenix, Arizona 85020

Attn.: Mr. Duane Dana, P.E.

Re: Project Name: Prescott Municipal Airport
Runway 3L/21R PAPI Replacements
Revised Proposal for Electrical Construction Administration & Inspection / Field Services
CRE Proposal No.: 21025SDC

Dear Mr. Dana,

We thank you for choosing our firm to provide electrical construction administration and inspection / field services for the Runway 3L/21R PAPI Replacements project at Prescott Municipal Airport. We are pleased to present our revised proposal in the listed attachments below.

Scope of Work: See attached Exhibit A.
Fee Proposal: See attached Exhibit B.

This proposal will be valid for the next ninety (90) days, and we reserve the right to renegotiate it if it has not been accepted within that period. Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule will be made. Consultant will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by Consultant.

We will bill you for services rendered to date. Payment will be due within thirty (30) days of billing date.

Please do not hesitate to call if you have any questions.

Sincerely yours,

CR ENGINEERS, INC.

Catherine Alcorn, P.E.
President

O:_21000\21025 PRC RW 3L-21R PAPIS (Old 16087)\21025SDC Proposal.docx

SCOPE OF WORK

PRESCOTT REGIONAL AIRPORT –
RUNWAY 3L/21R PAPI REPLACEMENTS
CONSTRUCTION ADMINISTRATION & INSPECTION / FIELD SERVICES

Prepared by CR Engineers, Inc.
AUGUST 18, 2022

CR Engineers (CRE) shall electrical construction phase services for the for the PAPI replacements for Runway 3L/21R at Prescott Municipal Airport. This scope of work consists of comprehensive construction phase services as outlined below:

Engineering Support Services

- Review of shop drawings/submittals.
- Provide Engineer's Supplemental Information (ESI) drawings and/or sketches for Contractor clarifications.
- Respond to Contractor's Requests for Information (RFI's)
- Prepare Final Record Drawings based on Contractor as-builts and field changes.

Construction Observation and Field Services -

- Provide construction observation and inspections services for an approximate construction duration of 30 calendar days constructed simultaneously with the RW 3L-21R Lighting and Signage project.
- Provide observation summary reports.
- Attend the final walk and verify punch list completion by Contractor.

CR Engineers, Inc.
Fee Proposal Summary

Project Name: PRC RW 3L-21R PAPIs
Construction Administration & Inspection / Field Services
Date: 8/18/2022
CRE Proposal No.: 21025SDC

FEES

Overhead Rate:	150 %
Profit Margin:	10 %

1.0 CA Services Fees	$4,936.00
Total Fees	**$4,936.00**

CR Engineers, Inc.
1.0 Construction Administration Inspection / Field Services Fee Proposal
Worksheet - Base Bid

Firm: PRC RW 3L-21R PAPIs
Project: Construction Administration & Inspection / Field Services

Date: 8/18/2022
CRE Proposal No.: 21025SDC

	Task Description	Project Manager, PE	Senior Inspector	Sr. CADD Designer	Admin Assistant	Total Hours
1.0	**Preconstruction**					
1.1	Preconstruction Conference					
2.0	**Construction**					
2.1	Submittal/Shop Dwg Review	1.0	2.0		1.0	4.0
2.2	RFI Responses	1.0	2.0			3.0
2.3	Review of Contractor's Pay Applications					
2.4	Inspection(s)/Observation(s)		22.0		1.0	23.0
2.5	ESI Preparation	1.0	2.0	1.0		4.0
3.0	**Postconstruction**					
3.1	Final Inspection(s)/Walk Through		6.0			6.0
3.3	Final Review of As-Builts /	1.0	1.0	1.0		3.0
	Totals	**4.0**	**35.0**	**2.0**	**2.0**	**43.0**

	Approved Hourly Billable Rates	$178.00	$112.00	$88.00	$64.00	
1.0	**Total Fees**	**$712.00**	**$3,920.00**	**$176.00**	**$128.00**	**$4,936.00**

Engineering & Testing Consultants, Inc

Quality Control Cost Estimate

Thursday, August 18, 2022

PRC RW 3L/21R Papis - Prescott, AZ

PROPOSED SERVICES: S/G, ABC, Concrete Sampling & testing, Asphalt Testing & Sampling

Quality Control Testing, Earthwork					
Quality Control Technician	3	Hrs.	$90	Per hr.	$270
Quality Control Testing, Concrete					
Quality Control Technician	3	Hrs.	$90	Per hr.	$270
Quality Control Testing, Asphalt					
Quality Control Technician	3	Hrs.	$90	Per hr.	$270
Laboratory Testing, Asphalt					
Marshal Density	1	Each	$120	Per test	$120
Maximum Theoretical	1	Each	$160	Per test	$160
A/C Content / Gradation	1	Each	$165	Per test	$165
Laboratory Testing - Concrete					
Concrete Compression Tests (4 per set)	10	Cylinders	$25	Per cylinder	$250
ESTIMATED COST, BASE BID	**$1,505**				

NOTES: NOT TO EXCEED

A cost savings to the project can be anticipated if the amount of concrete pours are less than budgeted.

ETC will only invoice for actual time and costs for the project.

Rates are portal to portal from our Prescott office with no mileage charges or minimum hourly trip charges.

This estimate is based on an on-call basis only and it is the responsibility of the client for scheduling.

Any night or weekend work will be billed at 1.5 times normal rates. (Not included in this proposal)

This proposal does not include A/C or Concrete plant control.

This estimate is based on our review of the project documents.

We do not intend to say that the project can be constructed within the time frame we listed.

For estimating purposes you should use our unit rates.